NOTICE INVITING OPEN BID

Sealed Bids are invited from experienced and reputed firms / Tenderers for executing following works under this office:-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Tender Number</th>
<th>Estimated Cost</th>
<th>Bid Security (Rs.)</th>
<th>Date &amp; Time for Sale</th>
<th>Last Date &amp; Time for submission of Bid</th>
<th>Time &amp; Date for opening of Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Transportation of 20/25 MVA, 132/33 KV transformer from 132 KV GSS Merta Road (Nagaur) to 220 KV GSS Mandalgarh (Bhilwara) including Loading, Transportation, Unloading and placement of transformer on foundation at 220 KV GSS Mandalgarh</td>
<td>TN-13</td>
<td>4.23 Lacs</td>
<td>1000/-</td>
<td>8,460/-</td>
<td>27/10/2016 to 17/11/2016 (03:00 PM)</td>
<td>17/11/2016 (04:00 PM)</td>
</tr>
</tbody>
</table>

The salient points are as follows:-

2. The Procurement is being done through single stage bid.
3. The tender cost (Non refundable) and bid Security as given, shall be deposited in cash or by crossed Demand Draft payable in the name of Accounts Officer (T&C), RVPN, Ajmer.
4. The Purchaser does not bind himself to accept the lowest or any Bid or any part of the Bid and shall not assign any reason(s) for the rejection of any Bid or a part thereof.
5. The Bidder will have to quote the FIRM prices inclusive of all taxes and duties and other related cost.

(J.P. Jekwal)
Superintending Engineer (T&C)
RVPN, Ajmer
RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED
Corporate Identity Number (CIN) : U40109RJ2000SGC016485
(An ISO 9001:2008 Certified Company)
(Regd.Office : Vidyut Bhawan, Jampath, Jaipur 302005)
TRANSMISSION & CONSTRUCTION
Opp 33 kV GSS, Shastri Nagar, Ajmer 305006
TELEFAX : 0145-2627242

BIDS INFORMATION COVER SHEET

BIDS ARE INVITED IN OPEN TENDER SYSTEM UNDER SPECIFICATION NO.
RVPN/SE/T&C/Ajmer/Estt/F./NIT NO. 13/16-17 FOR Transportation of 20/25 MVA,
132/33 KV transformer from 132 KV GSS Merta Road (Nagaur) to 220 KV GSS
Mandalgarh (Bhilwara) including Loading, Transportation, Unloading and placement of
transformer on foundation

Cost of Tender specification Rs.1000.00 (Rs. One Thousand only)
Validity 90 days after the date of Opening Bid.
Bid Security (Earnest money) Amount of Bid Security (Earnest Money Deposit): Rs.
8460.00 (Rs. eight Thousand four Hundred sixty only)
100% by DD / Banker’s Cheque
Bid offer Single parts basis

NOTES:
1. The specification comprises of followings:-

   Part-I Instructions to Bidders (ITB)
   Part-II General Terms & Conditions of Contract (GCC)
   Part-III Special Conditions of Contract (SCC)
   Part-IV Bidding forms

2. The Earnest Money deposit is essential; otherwise the bid will be ignored.
**IMPORTANT DATES:**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Events</th>
<th>Date &amp; Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Date of downloading of tender specification</td>
<td>From 27.10.16 (10.00 AM) to 17.11.2016 (3.00 PM)</td>
<td><a href="http://www.rvpn.co.in">www.rvpn.co.in</a> &amp; sppp.rajasthan.gov.in or may be purchased from Office of the Superintending Engineer (T&amp;C), Rajasthan Rajya Vidyut Prasaran Nigam Limited, Shastri Nagar, Ajmer 305 001</td>
</tr>
<tr>
<td>(ii)</td>
<td>Deposit of Cost of Tender Specification &amp; Earnest Money</td>
<td>Up to 17.11.2016 (3.00 PM)</td>
<td>Office of the Superintending Engineer (T&amp;C), Rajasthan Rajya Vidyut Prasaran Nigam Limited, Shastri Nagar, Ajmer 305 001</td>
</tr>
<tr>
<td>(iv)</td>
<td>Last date &amp; time of submission of bid</td>
<td>Up to 17.11.2016 (3.30 PM)</td>
<td>Office of the Superintending Engineer (T&amp;C), Rajasthan Rajya Vidyut Prasaran Nigam Limited, Shastri Nagar, Ajmer 305 001</td>
</tr>
<tr>
<td>(v)</td>
<td>Opening of Bid</td>
<td>On 17.11.2016 (04.00 PM)</td>
<td>Office of the Superintending Engineer (T&amp;C), Rajasthan Rajya Vidyut Prasaran Nigam Limited, Shastri Nagar, Ajmer 305 001</td>
</tr>
</tbody>
</table>

4. The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed date & time. The last date of submission of bids will not be extended on such accounts.

5. Furnishing of Earnest Money & cost of bidding document before bid opening is essential otherwise the bid will not be opened.

6. (i) The bidder will have to deposit prescribed cost of bidding document by DD / Banker’s Cheque payable in favour of the Accounts Officer (T&C), RVPN, Ajmer up to stipulated date & time in the office of the Superintending Engineer (T&C), RRVPN, Shastri Nagar, Ajmer – 305001.
(ii) The bidder will have to deposit 100% bid security (EMD) i.e Rs. 8460.00 (Rs. Eight Thousand Four Hundred Sixty only) by DD / Banker’s Cheque payable in favour of Accounts Officer (T&C), RVPN, Ajmer, payable at Jaipur or 100% in the form of bank guarantee up to stipulated date & time in the office of the Superintending Engineer (T&C), RRVPN, Shastri Nagar, Ajmer – 305001.

7. The bidder shall ensure that his bid is submitted / furnished strictly in the manner detailed in the bidding documents.

8. The bidders should provide complete information at the time of submission of bid. However, if the bidders are asked to furnish some clarification / confirmation / documents, the bidders are required to furnish the same within specified time failing which; the case shall be finalised / decided on the basis of available information. The responsibility of their bid being ignored on account of delay in furnishing of desired information / documents shall be of the bidder.

9. The bidding document can be downloaded from web site www.rvpn.co.in & sppp.rajasthan.gov.in or may be purchased from Office of the Superintending Engineer (T&C), Rajasthan Rajya Vidyut Prasaran Nigam Limited, Shastri Nagar, Ajmer 305 001.
RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED

SECTION - I

INSTRUCTIONS TO BIDDERS

Important Instruction:- The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Transparency in Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal http://sppp.raj.nic.in. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

1.1 INTRODUCTION:

The bidder, in his own interest, is requested to read very carefully these instructions and the terms and conditions as incorporated in Section-II & Section-II (A) before filling the bid form. Submission of the bid shall be deemed to be the conclusive proof of the fact that the bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in the prescribed schedule of deviation to be submitted with his bid.

1.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid including post-bid discussions, technical and other presentations etc., and the Nigam will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Documents Comprising the Bid

1.3.1 The bid submitted by the Bidder shall comprise of the following documents:

i) Bid Proposal Form duly completed and signed by the Bidder. together with all Attachments (available in Part-IV). All Attachments have been identified in ITB below.

ii) Price Schedules (available in Part-IV) duly completed by the Bidder.

iii) Proof of deposition of tender cost and furnishing the bid security as per ITB shall be enclosed with the bid.

iv) Documents related to bidder eligibility and qualification as mention in Annexure F “Evaluation and qualification criteria”

v) Declaration by the Bidder in compliance of Section 7 & 11 of the Act as per Annexure B.

1.4 FILLING OF BID:

i) Bid shall be submitted in the forms “Price schedule” attached herewith. The completed forms, schedule(s) shall be considered as part of the contract documents in the case of successful bid.

ii) No alteration should be made to the form of the bid form/specification and schedules. The bid must comply entirely with specification and “Price schedule”.

iii) The bid and all accompanying documents shall be in English Languages only and shall be signed by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the bid.

iv) Bids should be filled in only with ink or typed.

v) All additions, alterations and over writings in the bid must be clearly initiated by the signatory to the bid.

vi) The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/Prices shall be written in words as well as
in figures. These must not contain any additions, alterations, overwriting, cuttings or corrections and any other marking which leave any room for doubt.

vii) RVPN will not be responsible to accept any cost involved in the preparation or submission of bids.

viii) Any printed/written conditions of sale on the bid shall not be accepted by the RVPN. The bidder shall incorporate his conditions, if any, in the covering letter.

The envelope for covering above all which shall be supercribed “BID OFFER AGAINST RVPN/SE/T&C/AJMER/TN. 13/16-17 for Transportation of 20/25 MVA, 132/33 KV transformer from 132 KV GSS Merta Road (Nagaur) to 220 KV GSS Mandalgarh (Bhilwara) including Loading, Transportation, Unloading and placement of transformer on foundation to be opened on 17.11.2016 (04.00 PM)

i) The Bidder shall ensure that his bid is furnished/submitted strictly in the manner detailed in specification.

ii) All bids and accompanying documents and shall be addressed to the Superintending Engineer (T&C), RVPN, Ajmer.

iii) The bidder should sign the bid form in the end of each page.

iv) Telegraphic/FAX/Internet/E-Mail offers will not be considered/entertained.

1.5 BID SECURITY:

1.5.1 Before submitting the offer, the bidder shall deposit an amount of Rs. 8460/- as Bid Security/Earnest money with the Accounts Officer (T&C), RVPN, Ajmer by crossed Bank Draft/Bankers cheque Payable in the name of Accounts Officer (T&C), RVPN, Ajmer and obtain a receipt thereof. No other mode of deposit shall be accepted.

1.5.2 Any bid not accompanied by a copy of the receipt for depositing Bid Security in crossed Bank Draft or certificate stating that the bidder is a Central/State Government Undertaking/Corporation/Company shall be rejected and the bid will not be opened.

1.5.3 In case of unsuccessful bidders, the Bid security will be refundable on production of the original receipt within a fortnight after finalization of the bid, placing of the order and agreement with the 1st Bidder. In case of successful bidders, the Earnest Money will be adjusted in arriving at the amount of the Performance Security Deposit referred in the Instruction to Bidder on the request of the firm and the remaining security deposit, if any, would have to be furnished in crossed Bank Draft.

1.5.4 Request for adjustments/proposals for acceptance of Bid security deposit (if any) already lying with the RVPN in connection with some other bids/orders shall not be entertained.

1.5.5 No interest shall be payable on such Deposits.

1.5.6 The Purchase Authority reserves the right to forfeit Bid security Deposit in circumstances which, according to him, indicate that the bidder is not earnest in accepting/executing any order placed under the specification.

1.5.7 The bid security may be forfeited

(a) If the Bidder withdraws its bid after submission and up to the period of bid validity specified by the Bidder in the Bid Proposal Form; or

(b) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB

1.5.8 The following categories of bidders are exempted from payment of earnest money:

1.6 Period of Validity of Bid

1.6.1 Bids shall remain valid for a period of 90 days after the date of opening of techno-commercial bids prescribed by the Nigam, pursuant to ITB. A bid valid for a shorter period shall be rejected by the Nigam as being non-responsive.

1.6.2 In exceptional circumstances, the Nigam may solicit the Bidder’s consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder granting the request will not be required or permitted to modify its bid.

1.7 Deadline for Submission of Bids

1.7.1 Bids must be received by the Nigam at the address specified under Bid Cover Sheet no later than the time and date stated in the BCS. In the event of the specified date for the submission of bids being declared a holiday for the Nigam, the bids will be received up to the appointed time on the next working day. Bids once received by the Nigam shall not be returned except otherwise provided in the Bidding documents.

1.7.2 The Nigam may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB for the reasons specified therein at any time prior to opening of bids by the Nigam pursuant to ITB, in which case all rights and obligations of Nigam and bidders will thereafter be subject to the deadline as extended.

1.8 Late Bids

Any bid received by the Nigam after the bid submission deadline prescribed by the Nigam, pursuant to ITB, will be rejected and returned un-opened to the Bidder.

1.9 RECEIPT AND OPENING OF BIDS:

1.9.1 Sealed covers in which the bids are enclosed shall be delivered in the office of the Superintending Engineer (T&C), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., Ajmer (Raj.) not later than 3:30 PM on 17/11/2016 Indian Standard Time (unless otherwise specified) on the date specified in the notice inviting the bid. Bids shall not be accepted after the time and date fixed for receipt of bids. The bids will be opened in the office of the Superintending Engineer (T&C), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., Ajmer (Raj.) at 4:00 PM on 17/11/2016 Indian Standard Time on the prescribed date in the presence of such bidders or their authorized representative who choose to be present.

1.9.2 Should the date fixed for receipt & opening of the bids be declared as a public holiday, the bids shall be received and opened on the day on which office re-opens after such holiday(s) at the time as indicated above.

1.10 PRICES AND PRICE EVALUATION:

1.10.1 Bidder must quote their prices in the price schedule. The Amount in each part of Price Schedule (i.e., Part “A” to Part “C”) have to be quoted separately. If not quoted separately, the separate price of i.e., Part “A” to Part “C” in price schedule then tender may be cancelled. These prices shall be firm for the duration of the contract, i.e., till the completion of work. Any representation from successful bidder for enhancement of rates and deviation in terms & conditions once accepted within the validity period of his offer shall not be considered.
1.10.2 The bidder shall quote the prices including of insurance charges, all taxes & duties but exclusive of service tax.

Successful Bidder shall take transit insurance, loading & unloading work insurance for the amounting to Rs. 80.00 Lacs equivalent to cost of transformer. The insurance charges shall be borne by firm and shall be included in price.

1.10.3 The offer of the bidder quoting Variable Prices for the work are likely to be ignored.

1.10.4 The rates/prices shall be quoted in the manner as desired (Schedule of prices).

1.10.5 Any bid containing prices not quoted in the manner prescribed under the above sub clauses is liable to be ignored.

1.10.6 No representation from successful bidder for enhancement of rates or deviation in terms & conditions once accepted within the validity period of his offer will be considered.

1.10.7 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

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) to (ii) above.

If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.

The comparison shall be on the total price in price schedule i.e. the work specified in part A to part C shall be considered as one single work and are not separable therefore bid shall be evaluated on the basis of total of amount indicated in Part “A” to Part “C” of price schedule.

1.11 TAXES:

1.11.1 Service Tax:

The service tax is applicable on the services provided as per prevailing rules. The bidder shall quote the prices exclusive of applicable service tax. Any statutory variation in service tax will be on contractor accounts.

1.11.2 Works Contract Tax:

The works contract tax will be deducted as per the applicable laws on the value of testing activities. Any liability arising on account of works contract tax will be to the Contractor’s account. Any statutory variation in the works contract tax will be to the Contractor’s account.

1.11.3 Income Tax:

If any income tax, surcharge on income tax or any other corporate tax is attracted under the law, then the same shall be paid by the Contractor as per Government rules/shall be deducted from his bills/ invoices at the prevailing rate and
if such tax is not applicable, then the Contractor can claim reimbursement of the same from the relevant competent authority. For this purpose, necessary 1DS certificate(s) shall be issued by Nigam’s paying Authority.

1.12 QUANTITIES:

1.12.1 The quantum of work indicated in the accompanied schedule(s) is only provisional and the Purchase Authority reserves the right of revising the same at the time of placing the order. The Purchase Authority also reserves the right to drop the bid enquiry or entrust only part work of a particular Circle.

1.12.2 The NIGAM also reserves the right to split the quantities and to entrust the order for the work to one or more Contractors. The bidder shall agree to accept part work ordered on him at the rates/prices mentioned in his bid and/or accepted by the Purchase Authority.

1.13 COMPLETION TIME:

1.13.1 The time for loading, transportation, unloading and successful placement of transformer on foundation is 01 Month from the date of issue of letter / instruction to start the work from work in charge.

1.14 AMENDMENT IN SPECIFICATIONS:

The Superintending Engineer (T&C), RVPN, Ajmer may revise or amend the specifications and timings for bid opening prior to the date notified for opening of the bids. Such revision or amendment, if any, will be communicated to all the bidders as amendment or addenda to this invitation of the bid.

1.15 GENERAL:

1.15.1 The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids and shall be stopped at 3:00 PM dated 04.10.2016. The complete bidding documents shall also be placed on the State Public Procurement Portal. The prospective bidders shall be permitted to download the bidding document from the website and pay its price while submitting the filled-up bidding document to the procuring entity, or procurement gateway, if the facility is available.

1.15.2 The Purchaser does not bind him to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.

1.16 Contract Agreement:

1.16.1 Successful Bidder will prepare the Contract Agreement (in three originals) and shall have to execute the contract agreement on non-judicial stamp paper of the value of 0.25% of the Contract Value subject to Maximum of Rs. 15000.00, within 07 days of receipt of work order. The Contractor shall be provided with one signed original and the rest will be retained by the Nigam.

1.16.2 The payment of work shall be made on acceptance of contract agreement and performance guarantee.

1.17 Performance Security:

Within 07 days after receipt of work order, the successful bidder shall furnish a performance security for an amount equivalent to 10% [Ten percent] of the contract value towards satisfactory performance of service through Bank draft or Banker’s cheque in favor...
of The Accounts Officer [T&C] VPN, Ajmer. Refund of Performance Security shall be entertained after 30 days of satisfactory completion of contract.

1.18 Code of Integrity and no conflict of interest

1.18.1 Code of integrity

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 entity.

1.18.2 Conflict of Interest

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process, if, bidder, including but not limited to:

a) have controlling partners / shareholder 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 or the procuring entity regarding the bidding process; or

e) the bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one Bid, or

f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, works or Services that the subject of the Bid; or

g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge / consultant for the contract.

The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Schedule-V.

Breach of Code of Integrity by the Bidder: - Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.
1.19 Grievance Redressal during procurement process

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given hereunder.

1.19.1 Filling of appeal

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document with 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.

1.19.2 The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

1.19.3 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.

1.19.4 Appeal not to lie in certain cases:

An 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.

1.19.5 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 fees.
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.

1.19.6 Fee for Filing appeal

a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be Rupees ten thousand, which shall be non-refundable.
b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of Appellate Authority concerned
1.19.7 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.
SECTIOII - II

GENERAL CONDITIONS OF CONTRACT (GCC)

Notwithstanding anything contained to the contrary in the specification or bid or any subsequent exchange of correspondences, these General Conditions of Contract shall prevail and shall be binding on the Contractor and any change or variation expressed or impressed howsoever made shall be inoperative, unless expressly sanctioned by the NIGAM. The Contractor shall be deemed to have fully informed himself and to have specific knowledge of the provisions of the General Conditions of Contract mentioned hereunder.

1. DEFINITION OF TERMS: In constructing these general conditions and the annexed specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction.

a) The "NIGAM" shall mean the RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD, represented by Chairman & Managing Director and shall include their legal personal, representative, successors and assignees. The words "NIGAM", Owner or Customer shall mean the "NIGAM".

b) The "Bidder" shall mean and include one or more persons or any firm or any Company or Body incorporate who has submitted the Bid in response to "Invitation of Bid".

c) The "Contractor" shall mean the Bidder whose bid has been accepted by the NIGAM and shall include the Bidder's heirs, legal representative, successors and assignees approved by the NIGAM.

d) The "CMD" shall mean the Chairman & Managing Director, RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD., JAIPUR.

e) The "Engineer" shall mean the Chief Engineer, RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD. or other Engineer or officer for the time being or from time to time duly authorized and appointed in writing by the NIGAM to act as Engineer or Inspector for the purpose of the contract. In case where such Engineer has been so appointed, the word "Engineer" shall mean the NIGAM or his duly authorized representative.

f) The "CONTRACT" SHALL MEAN AND INCLUDE THE FOLLOWING:

1. Invitation of Bid.
2. Instructions to bids.
3. Bid Form including schedule of prices.
5. Letter of Intent and its acknowledgement.
7. Formal work order.
9. Special Conditions of Contract (SCC)/Special instructions.
10. The Agreement to be entered into under Clause 1.16 of ITB.

The "Specification" shall mean the specification, specific conditions annexed to the General Conditions of the Contract and the schedule thereto, if any.

h) The month shall mean English calendar month, i.e., a period of 30 days, and week shall mean a period of 7 days.

i) "Letter of Intent" shall mean the NIGAM's letter conveying his acceptance of the bid subject to such reservations as may have been stated therein.

j) The "Contract price" shall mean the sum named in or calculated in accordance with the provisions of the Contract/work order or any amendments thereto.

k) The "Work in Charge" shall mean and include the Assistant Engineer/Executive Engineer (1&2/220 KV GSS) and or any other officer/official of the RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD. all over Rajasthan, performing the duties of the Work in Charge.

m) "Writing" shall include any manuscript, type written or printed statement under or over signature or seal as the case may be.
n) The Word "Codes" shall mean and include the Indian Electricity Rules, IS Code of Practice and Factory Rules and Regulations applicable in the State of Rajasthan on the date of issue of the letter of intent of such modifications thereof as may be specially stipulated by competent State authorities, i.e., Electrical Inspector and Chief Inspector of Factories, Rajasthan.

o) Words imparting the singular only shall also include the plural and vice versa where the context requires.

2. INSURANCE: The Transformer which is to be loaded, transported and unloaded by successful bidder shall be kept insured by the contractor for the replacement/reinstatement value against loss, damage, theft, pilferage, fire etc. for the complete period of loading, transportation, unloading & successful placement of transformer on foundation. The premium of such insurance shall be included by bidder in quoted price. It will be the responsibility of the contractor to lodge, pursue and settle all claims with the insurance company and the owner shall be kept informed about it.

The contractor shall replace the lost/damaged goods promptly irrespective of the settlement of the claims by the underwriters and ensure that the work progress is as per agreed schedules. The losses, if any, in such replacement will have to be borne by the contractor.

3. Delay in completion: If the contractor fails to comply with the time of completion for the whole of the work then the contractor shall pay to Nigam a sum equivalent to half percent (0.5%) of the contract price as recovery for such default, without prejudice to the Nigam’s other rights and remedies under the contracts, for each week or part thereof which shall elapse between the relevant time for completion subject to the limit of five percent (5%) of contract price. The Nigam may, without prejudice to any other method of recovery, deduct the amount of such recovery from any payment immediately failing due or to become due to the contractor. The payment or deduction of such recovery shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

4. SUBLETTING AND ASSIGNMENT: The Contractor shall not sublet, transfer or assign the contract, or any part thereof, interest therein or benefit or advantage whatsoever.

5. COMPLETION TIME:
   a) The completion time shall be governed by clause No. 1.13.1 of Section-I i.e 01 Month from the date of issue of letter/instruction to start the work from work in charge.

   c) The NIGAM reserves the right to defer the completion period as indicated in the work order. The period during which the works have been so deferred shall not be reckoned as delay in completion in terms of clause 3 of Section-II "Delay in completion".

6. TERMS OF PAYMENT:
   Payment for the work will be made to the Contractor on submission of bills in accordance with the procedure as detailed below.
   a) 100% (Hundred percent) payment of the total value of the works/services will be paid against bills to be submitted in triplicate to the Executive Engineer/Assistant Engineer (T&C/GSS) in charge of the work after making statutory deduction.

   b) If a firm executing any work for RVPN obtains finance from bank by way of discounting of the bills, in such cases RVPN shall not at all be responsible for arranging payments to banks nor shall RVPN bear any liability towards the bank in such cases. This is to safeguard interest of the NIGAM against the firms taking advantage of bank finance.

   c) The payment of the running bills up to the work order value will be released without limiting to the individual item quantity.

   d) Deductions in respect of deficiencies, etc. will be made by the Executive Engineer/Assistant Engineer (T&C/GSS) in charge while passing/verifying the bills and this shall be simultaneously conveyed to the Contractor.

7. MODE OF PAYMENT:
   a) Bills for 100% value of the work be submitted to the AE/NXEN (T&C/GSS) in charge of the works/services and finally to the Accounts Officer (T&C) Ajmer for payment.
b) The payment shall be made by the Accounts Officer (T&C), Ajmer as per prevailing payment policy of RVNP after receipt of the complete document and completion of all contractual formalities as per requirement of the work order.

c) The payment shall be made up to order value irrespective of individual item quantities appearing in the price schedules.

8. BANKRUPTCY:

If the Contractor shall commit any act of bankruptcy or being a Corporation commence to be wound up except for reconstruction purpose of carrying on its business under a Receiver, the Executors, Successors or other representatives in law of the Contractor or any such Receiver, Liquidator or any person in whom the Contract may become vested, shall forthwith give notice thereof in writing to the NIGAM and shall for one month during which he shall take all reasonable steps responsible to prevent stoppage of the works, have the option of carrying out the Contract subject to his or their providing such guarantee as may be required by the NIGAM but not exceeding the value of the work for the time being remaining executed. In the event of stoppage of the works, the period of the option under this clause shall be fourteen days only. Provided that should the above option not be exercised, the Contract may be determined by the NIGAM by notice in writing to the Contractor and it shall be lawful for the NIGAM to take the work full or in part out of the Contractor's hands and re-contract at reasonable prices with any other person(s) and the NIGAM shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor, or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

9. CONTRACT DOCUMENTS:

a) The Contractor shall have to execute the contract agreement within 07 days from the date of receipt of detailed work order in triplicate in the prescribed Performa on non judicial stamp paper of value as per stamp duty applicable in Govt. of Rajasthan along with copy of work order, copy of "General Conditions of Contract", "Instructions to Bidders" and "Specification". It is advised that each and every page of relevant documents are to be signed by authorized person with stamp.

b) It may however be ensured that the one copy of the work order and other Documents as above, are signed by an authorized person holding valid power of attorney. The power of attorney on non judicial stamp paper worth Rs.100/- should be attested by the notary public. For this, a copy of the power of attorney in favour of the person signing these documents, duly notarized in original be also submitted along with the above documents.

c) The acceptance of above documents in order shall be notified by the SE (T&C), RVNP, Ajmer in due course of time under intimation to this office. No any payment shall be released without acceptance of the contract agreement.

10. FURTHER CORRESPONDENCE: All correspondence pertaining to the work order in respect of any clarification required on the terms and conditions, etc. should be addressed to the Superintending Engineer (T&C), RVNP, Ajmer.

11. DISPUTES: All disputes, differences, questions whatsoever arising between the NIGAM and the Contractor upon or in relation to or in connection with the contract shall be deemed to have arisen at Ajmer (RAJASTHAN) only and no courts other than courts in Ajmer shall have jurisdiction to entertain the same.

12. ACCEPTANCE OF THE ORDER: The acceptance of the order shall be conveyed to the Superintending Engineer (T&C), RVNP, Ajmer, within five days of the receipt of order in the prescribed Performa failing which it will be presumed that the terms and conditions incorporated in the order are acceptable to the Contractor.
SECTION II (A)

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract (GCC), Scope of Work, Schedule of Rates and any other document forming part of this contract wherever the context so requires.

2. Where any portion of the SCC is repugnant to or at variance with any provision of the GCC, then, unless a different intention is meant, the provisions of the SCC be deemed to override the provisions of the GCC only to the extent such repugnancies or variations of the SCC are not possible of being reconciled with the provisions of the GCC.

3. In case of contradictions, the decision of the SE (T&C), VPN, Ajmer will be final and binding on the Contractor.

4. No part of this contract or any share of interest therein shall in any manner or extent be transferred or assigned or sublet directly or indirectly to any person/firm or organization whatsoever.

5. The Tender should be addressed to the Superintending Engineer (T&C), VPN, Shastri Nagar, Ajmer, 305001.

6. The tender shall be submitted in closed / sealed envelope duly super scrib as “Tender for Transportation of 20/25 MVA, 132/33 KV transformer from 132 KV GSS Merta Road (Nagaur) to 220 KV GSS Mandalgarh (Bhilwara) including loading, Transportation, unloading and placement of transformer on foundation.

7. Tenderer should be registered with SERVICE TAX DEPARTMENT (Registration under SERVICE TAX is required when the taxable value of services exceeds 09 Lacs in a financial year)

8. All “Tools & Plants” for execution of work shall be arranged by the contractor at his cost.

9. Safe execution of work shall rest with tender. Nigam shall not bear or share any compensation for “Fatal” or “Non-Fatal” accident. Care shall be taken to avoid any damages to Nigam’s property in vicinity. Any such damages shall be sole responsibility of the contractor executing the work.
## Section IV: Bidding Forms

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Bid Proposal form

Date: ................ Invitation for Bid No.: .........................

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda, if any issued in accordance with Instructions to Bidders.

(b) We are eligible and qualified as required by the Bidding Document and offer to execute in conformity with the Bidding Document the following Works:

- Transportation of 20/25 MVA, 132/33 KV transformer from 132 KV GSS Merta Road (Nagaur) to 220 KV GSS Mandalgarh (Bhilwara) including Loading, Transportation, Unloading and placement of transformer on foundation at 220 KV GSS Mandalgarh.

The total price of our Bid is: Rupees (in figures): ...........
Rupees (in words) ..............................................

(c) Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document and it shall remain binding upon us and may be accepted at anytime before the expiration of that period.

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 10 percent of the Contract Price, or get it deducted from our running and final bills, or shall submit a Performance Security Declaration, as the case may be, for the due performance of the Contract.

(e) We, including any subcontractors or suppliers for any part of the contract, declare that we do not have any conflict of interest in accordance with ITB and we have complied with and shall continue to comply with the Code of Integrity contained in the Act, the Rules and ITB during execution of the Contract till completion of all our obligations under the Contract.

(f) We are not participating as a Bidder in more than one Bid for this Works in this bidding process in accordance with ITB.

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract, have not been debarred by Government of Rajasthan or the Procuring Entity.

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
(j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them.

(k) Other comments, if any:

Name:
In the capacity of:
Signed:
Date:
Duly authorized to sign the Bid for and on behalf of:
Complete Address
Tel: Fax:
E-mail:
**PRICE SCHEDULE**

**Name of work**: Transportation of 20/25 MVA, 132/33 KV transformer from 132 KV GSS Merta Road (Nagaur) to 220 KV GSS Mandalgarh (Bhilwara) including loading, Transportation, Unloading and placement of transformer on foundation against NIT NO.: 13/16-17

**Name of firm/Bidder**: 

<table>
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<tr>
<th>Description of Work</th>
<th>Unit</th>
<th>Quantity</th>
<th>Price including insurance charges, all taxes &amp; duties but excluding service Tax</th>
<th>Service Tax</th>
<th>Total Price (4+5)</th>
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<td><strong>Part “A”</strong> Loading of existing 132/33 KV, 20/25 MVA Power Transformer Tank at 132 KV GSS Merta Road (Nagaur) from Transformer Foundation to Trailer including removing of wheels as per site requirement/drawing</td>
<td>Nos.</td>
<td>One</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Part “B”</strong> Transportation of 132/33 KV, 20/25 MVA, Marson Make Power Transformer from 132 KV GSS Merta Road (Nagaur) to 220 KV GSS Mandalgarh (Bhilwara) (approx. distance 290 km.)</td>
<td>Nos.</td>
<td>One</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Part “C”</strong> Unloading of above Transformer from Trailer and placement of Transformer on foundation at 220 KV GSS Mandalgarh including fixing of wheels as per requirement/drawing.</td>
<td>Nos.</td>
<td>One</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>G. Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Rs (in Words)

Date / / 

Signature 

Name of Signatory

Name of Firm

Address
Qualification requirement of Bidder

Qualification Criteria: The Bidder must have an experience of loading, transportation, unloading and placement of at least one No. transformer of capacity not below 132 /33 KV 10/12.5 MVA in the period of last 02 Years from date of bid submission. Bidder have to enclosed following documents as a proof:

(i) copy of work order
(ii) performance certificate/performance guarantee released order
Annexure-4

Declaration by the Bidder in compliance of Section 7 & 11 of the Act

Declaration by the Bidder

In relation to our Bid submitted to The Superintending Engineer (T&C) RVPN, Shastri Nagar, Ajmer for Transportation of 20/25 MVA, 132/33 KV transformer from 132 KV GSS Merta Road (Nagaur) to 220 KV GSS Mandalgarh (Bhilwara) including Loading, Transportation, Unloading and placement of transformer on foundation in response to their Notice Inviting Bids No. 13/16-17, we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. We 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 my/our affairs administered by a court or a judicial officer, not have my/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: [Designation]

Address: [Address]
Bid Security (Earnest Money Deposit)

(Bank Guarantee in lieu of earnest money on non-judicial stamp paper of Rajasthan Govt. worth Rs. [calculated at the applicable rate as per the Rajasthan Stamp Act.]-)

Bid Security

(To be issued by a Scheduled Bank in India)

[insert Bank’s Name, and Address of Issuing Branch or Office]

Beneficiary: [insert Name and Address of Procuring Entity]

Date: [insert date]

BID GUARANTEE No.: [insert number]

We have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid 13/16-17 (hereinafter called "the Bid") for the execution of Transportation of 20/25 MVA, 132/33 KV transformer from 132 KV GSS Merta Road (Nagaur) to 220 KV GSS Mandalgarh (Bhilwara) including Loading, Transportation, Unloading and placement of transformer on foundation under Notice Inviting Bids No. 13/16-17 ("The NIB"). Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ________ [insert amount in figures/insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in the Bid Data Sheet (hereinafter “the BDS”); or
(b) having been notified during the period of bid validity specified in the BDS, about the acceptance of its Bid by you.

(i) failed or refused to execute the Contract Agreement within the time period specified in the BDS, or
(ii) failed or refused to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter “the ITB”) within the time period specified in the BDS, or
(c) has not accepted the correction or arithmetical errors in accordance with the ITB; or
(d) has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is
not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder’s bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: __________________________________________
[insert signature of person whose name and capacity are shown]

Name: __________________________________________
[insert complete name of person signing the Bid Security]

In the capacity of: __________________________________________
[insert legal capacity of person signing the Bid Security]

Duly authorized to sign the Bid Security for and on behalf of

[insert name of the Bank]

Dated on ________ day of __________.
[insert date of signing]

Bank’s Seal ________________________________
[affix seal of the Bank]

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

Date: [insert date (as day, month and year)]

Bid No.: 13/16-17

To: [insert complete name of Procuring Entity]

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, the Procuring Entity for the period of time of [insert number of months or years, as required by the Procuring Entity] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

(a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Cover Sheet (hereinafter “the BCS”); or

(b) having been notified during the period of bid validity specified in the ITB, about the acceptance of our Bid by you,

(i) fail or refuse to execute the Contract Agreement within the time period specified in the ITB,

(ii) fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter “the ITB”) within the time period specified in the ITB,

(c) not accept the correction of arithmetical errors in accordance with the ITB; or

(d) Breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

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

[insert signature of person whose name and capacity are shown]

Name: 

[insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: 

[insert legal capacity of person signing the Bid-Securing Declaration]

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

[insert complete name of Bidder]

Dated on day of 

[insert date of signing]

Corporate Seal 

[affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]
Annexure-7

Contract Agreement

(Contract Agreement on non-judicial stamp paper of Rajasthan Govt. worth Rs.[calculated at the applicable rate as per the Rajasthan Stamp Act.-]

Contract Agreement

THIS AGREEMENT made the . . . . day of . . . . . . . . . . . . . . . . . . . . . . . . . between the Superintending Engineer (T&C) RVPS Ajmer (hereinafter "the Procuring Entity") which expression shall, where the context so admits, be deemed to include his successors in office and assigns, of the one part, and . . . . . [name of the Contractor] . . . . . . (hereinafter "the Contractor"), which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators, of the other part:

WHEREAS the Procuring Entity desires that the Works known as Transportation of 20/25 MVA, 132/33 KV transformer from 132 KV GSS Merta Road (Nagaur) to 220 KV GSS Mandalgarh (Bhilwara) including Loading, Transportation, Unloading and placement of transformer on foundation should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remediating of any defects therein, and for which the Contractor has submitted Performance Security for Rupees ------------------- in the form of -------

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
   a) the Letter of Acceptance;
   b) the Bid of the Contractor as accepted along with the correspondence done on it, if any;
   c) the Special Conditions of Contract/ Contract Data;
   d) the General Conditions of Contract;
   e) the Specifications;
   f) the Drawings; and
   g) The Instructions to Bidders and Notice Inviting Bids.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein (and, if applicable, maintain the Works for a period of ------) in conformity in all respects with the provisions of the Contract.

[Signature]

25
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein (and, if applicable, maintain the Works for a period of -------), the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India and Rajasthan on the day, month and year indicated above.

Signed by 
Name, Designation, Date

for and on behalf of the Governor, Procuring Entity

in the presence of
Witness 1
Signature, Name, Address, Date

Witness 2
Signature, Name, Address, Date

Signed by 
Name, Address, Date

for and on behalf of the Contractor

in the presence of
Witness 1
Signature, Name, Address, Date

Witness 2
Signature, Name, Address, Date
Performance Security

(Performance Security on non-judicial stamp paper of Rajasthan Govt. worth Rs. [calculated at the applicable rate as per the Rajasthan Stamp Act.])

Performance Security

........................ [Bank's Name, and Address of Issuing Branch or Office]  ...........

Beneficiary: The Superintending Engineer, (T&C), RVPN, Ajmer

Date:.........................................................................................................................

Performance Guarantee No.: ..........................................................................................

We have been informed that ........ [name of the Contractor] ........ (hereinafter called "the Contractor") has entered into Contract No. ........ [reference number of the Contract] ........ dated ........ with you, for the execution of Transportation of 20/25 MVA, 132/33 KV transformer from 132 KV GSS Merta Road (Nagaur) to 220 KV GSS Mandalgarh (Bhilwara) including Loading, Transportation, Unloading and placement of transformer on foundation (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we ........ [name of the Bank] ........ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees* ........ [amount in figures] ........ (Rupees ........ [amount in words] ........ ) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the ........ Day of ........ **, and any demand for payment under it must be received by us at this office on or before that date.

............................................................

Seal of Bank and Authorised Signature(s)
* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract

** Insert the date sixty days after the expected completion date including defect liability period and maintenance period, if any.

Notes:

1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.

2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.
Memorandum of appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No. \( \quad \) of
Before the \( \quad \) (First or Second Appellate Authority)

1. Particulars of appellant:
   i) Name of the appellant
   ii) Official address, if any
   iii) Residential Address

2. Name and address of the respondent(s):
   i) \( \quad \)
   ii) \( \quad \)
   iii) \( \quad \)

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

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

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

6. Grounds of appeal:
   \( \quad \) (Supported by an affidavit)

7. Prayer:

Place \( \quad \)
Date \( \quad \)
Appellant’s Signature