**TENDER SPECIFICATION NO. VPN/SN/T&C/BHILWARA/TN-28/2018-19**

Sealed Tenders are invited under open bid No. TN-28/2018-19 from the competent & experienced Contractors for Painting of old painted steel structures at 220 KV GSS, RVPN, Bhilwara on BSR-2017 Rate Contract basis. Tenders are required to be submitted in Sealed/Pasted envelopes with all relevant documents/papers needed for this Tender.

**GENERAL DETAIL OF WORKS:**

<table>
<thead>
<tr>
<th></th>
<th>NIT No</th>
<th>TN-28 /2018-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Name of work</td>
<td>Painting of old painted steel structures at 220 KV GSS, RVPN, Bhilwara on BSR-2017 Rate Contract basis.</td>
</tr>
<tr>
<td>B</td>
<td>Cost of Tender Specification</td>
<td>Rs. 1180.00 (1000/- + 18% GST)</td>
</tr>
<tr>
<td>C</td>
<td>Earnest Money</td>
<td>Rs. 13,380/- (Rupees Thirteen thousand Three Hundred Eighty only)</td>
</tr>
<tr>
<td>D</td>
<td>Estimated Cost</td>
<td>Rs. 668846/- (As per RVPN BSR-2017)</td>
</tr>
<tr>
<td>E</td>
<td>Validity</td>
<td>90 days from the date of opening of Tender.</td>
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**IMPORTANT DATES:**

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<tr>
<th>S. No</th>
<th>Events</th>
<th>Date &amp; Time</th>
<th>Location</th>
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<tr>
<td>(I)</td>
<td>Date &amp; Time to purchase Tender Documents</td>
<td>Up to 29.10.2018 (01.00 PM)</td>
<td>Office of the SE (T&amp;C), RVPN, 220KV GSS Premises, Pur Road Bhilwara-311001.</td>
</tr>
<tr>
<td>(II)</td>
<td>Deposit of Cost of Tender Specification &amp; Earnest Money</td>
<td>Up to 29.10.2018 (01.00 PM)</td>
<td></td>
</tr>
<tr>
<td>(III)</td>
<td>Last date &amp; time for submission of Filled in and completed Tenders/Bids.</td>
<td>29.10.2018 (03.00 PM)</td>
<td></td>
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<tr>
<td>(IV)</td>
<td>Opening of Receipted Tenders/Bids.</td>
<td>29.10.2018 (04.00 PM)</td>
<td></td>
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</tbody>
</table>

Copy submitted/forwarded to the following for information & further needful action please:-

1. The Chief Engineer (T&C-A/Z), RRVPN, Ajmer with request to kindly arrange to upload the bid on RVPN website.
2. The Executive Engineer (T&C/400KV GSS/220KV GSS), Bhilwara/Bhilwara/Hamirgarh/Gulabpura/Mandalgarh.
3. The Assistant Engineer (all 133KV GSS/Cluster) of this circle.
4. The Accounts Officer (T&C), RVPN, Bhilwara.
5. The PRO, RVPN, Jaipur for publishing in one leading regional daily news paper.
6. Notice Board.
SECTION I
(Instructions for the tenderers)

1.01 INTRODUCTION:
The tenderers in their own interest are requested to read very carefully these instructions, the terms and conditions as incorporated in section-II & III before filling up of the tender forms. If they have any doubt about meaning of these specifications or any portion thereof they shall before submitting the tender may write/enquire about the same to/from the Superintending Engineer (T&C), RVPN, Bhillwara to clear such doubt before the specified date of opening of tenders, otherwise it shall be conclusive proof of the fact that the tenderer has acquainted himself and he agrees with these specification, unless otherwise specifically indicated/commented by him in his tender.

1.02 FILLING OF TENDERS:
a) Tenders shall be submitted in the form 'G' Schedule attached herewith. Fill up all the blanks in the tender form and the 'G-Schedule. The completed forms, schedules shall be considered as part of the contract documents in the case of successful tender.
b) No alteration should be made in the tender form/specifications and schedules. The tenderer must comply entirely with the specification and “G” schedules. Alternative proposals, if any, shall clearly be stated in the covering letter and shall accompany with copy of the tender.
c) The tender and all accompanying documents shall be in Hindi/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 tender.
d) Tenders should be filled in with ink (Ball Pen) or typed. The tender filled in by pencil or otherwise shall not be considered.
e) All additions, alterations and over writings in the tender must be clearly initialed by the signatory to the tender.
f) The tenderer must quote the prices strictly in the manner as indicated herein failing which tender is liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, overwriting, cutting or correction and any other marking, which leave any room for doubt.
g) The RVPN will not be responsible to accept any cost involved in the preparation or submission of tender.
h) Any printed /written conditions on the tender shall not be accepted by the RVPN. The tenderer shall incorporate his condition, if any, in the covering letter.
i) The tenders should sign the tender form in the end of each page of the tender.
j) The tender offer shall be enclosed in the double sealed or gum pasted cover in the following manner:

(i) The following documents/schedules are essentially to be submitted in the tender
(a) Proof of deposition/furnishing the Earnest money and Registration/Exemption certificate as per Clause No. 1.03 of Section I.
(b) G-Schedule duly signed by the Tenderer or authorized representative. Only percentage above/below the BSR Rates is to be filled-in, and no alteration revision to be made in the G-Schedule, rates and amount.
(c) G-Schedule – Prices duly signed by the Tenderer or authorized representative.
(d) Period of Completion duly signed by the Tenderer or authorized representative.
(e) Any other document/ information the tenderer used to submit with the tender.

(ii) All the above document from (a) to (e) are to be placed in one proper size envelope duly double sealed/ gum pasted which should be superscripted as below.


k) Telegraphic/Fox/Internet/E-mail offers will not be considered / entertained.
l) All tenders and accompanying documents shall be addressed to the Superintending Engineer (T&C), RVPN, Pur Road, Bhillwara.

1.03 EARNEST MONEY:-
a) Before submitting the offer, the tenderer shall deposit an amount of Earnest money through Cash/Demand Draft/Bankers Cheque made in favor of Accounts Officer (T&C), RVPN.
Bhilwara only in the office of Superintending Engineer (T&C), RVPNL, Bhilwara and obtain a receipt there of. No other mode of deposit will be accepted.

b) Any tender not accompanied by a copy of receipt/proof deposit of Earnest Money shall be rejected and the tender will not be opened. It should be clearly mentioned on the tender envelope that earnest money amounting to Rs._______ (Rupees ________________) has been deposited vide A-9 Cash Receipt No._______ dated ________.

c) Difference of Earnest Money, if any equivalent to 2% of order value will be deposited by successful tenderer before commencement of work.

d) The Earnest Money will be released to unsuccessful tenderers on production of the original receipt issued by the Superintending Engineer (T&C) RVPNL, Bhilwara through the Accounts Officer (T&C), RVPNL, Bhilwara at the earliest as possible after finalization of the tender. On submission of original cash receipt in case of successful tenderers the earnest money will be taken into account in arrears at the amount of the security deposit.

e) Request for adjustment/proposal for acceptance of Earnest Money deposits, if any, already lying with the RVPNL in connection with some other tenders/orders shall not be entertained.

f) No interest shall be payable on such deposit of Earnest money.

g) The RVPNL reserves the right to forfeit the Earnest money deposit or a part thereof in circumstances which according to him indicate that the tenderer is not accepting/executing any order placed on him under the specification.

h) The earnest money of the successful tenderer will be refunded after expiry of guarantee period subject to satisfactory performance of the material supplied or work executed as the case may be.

i) Firm registered with the respective wings/offices under the scheme for registration of firms/contractors on furnishing in original or Photo copy duly attested by any officer of the company regarding registration with the name of item for which registered, shall be exempted from furnishing of earnest money with the tender. Firms not registered for the material/works under tender enquiry, would not be entitled for exemption from Earnest money deposit. Govt. Deptts. Undertakings, Boards, Nigam’s etc. are also exempted from depositing EMD but documentary proofs to the submitted in this regard.

1.04. RECEIPT AND OPENING OF TENDERS

a) Sealed/gum pasted covers, in which tenders are enclosed, shall be delivered in the office of the Superintending Engineer (T&C), RVPNL, Bhilwara not later than 01.00 PM on the date specified in the notice inviting tender. Tender shall not be accepted after the time and date so fixed and will be returned unopened to the tenderer. The tender will be opened in the office of SE (T&C), RVPNL, Bhilwara at 04.00 PM on the prescribed date in the presence of such tenderers or their authorized representative who may be present.

b) If the date fixed for opening of the tenders is declared public holiday the tenders shall be received and opened on the date on which office reopen after such holiday on the timing as indicated above will be informed on Nigam Website as well as SPPP Rajasthan.

1.05. VALIDITY OF OFFER:

Tenders shall be valid for minimum period of 90 days from the date of opening the tenders. The tenders mentioned as shorter validity period than specified are likely to be ignored.

1.06 SIGNATURE OF THE TENDERERS

The tender must contain the name, designation and place of business of the person(s) making the tender and must be signed by the tenderer with his usual signature. Tender by a partnership firm must be furnished with full names of all partners and be signed with the authorized representative indicating the signature and designation of the person signed with the legal entity of the corporation/company by the Chairman/Secretary or other persons authorized to bind the company/corporation in the matter.
1.07 **RATES:**
The rates for the material/work should be quoted as per the form ‘G’ schedule attached. The prices quoted should be firm in all respect and independent of any variation on account of any reason till the completion of the works as per order. The prices shall remain valid till completion of the work. No representation for enhancement of rates once accepted will be considered.

1.08 **QUANTITY:**
a) The quantity of material /work as indicated in the accompanied ‘G’ schedule is only provisional and the purchaser (RVPN) reserves the right of revising the same at the time of placing the order to any extent.
b) The purchaser also reserve the right to increase the ordered quantity to any extent within one year from the date of order or during the currency of contract whichever is later at the same terms and conditions stipulated in the order except in regard to delivery period/completion period which shall be as mutually agreed upon.
c) The purchaser also reserves the right to split the quantities and entrust the order for the specified work/supply of material to two or more tenderers .The tenderers shall agree to accept the order placed on him at the rates/prices mentioned in his tender and accepted by the purchaser. All incomplete work / supply shall be got executed / completed at the risk and cost of the contractor/ supplier.

1.09 **DELIVERY / COMPLETION PERIOD:**
The work/supply should be completed within the stipulated delivery schedule as specified in the order (06 Months), failing which a penalty equivalent to 0.5% (half percent) per week or part thereof limited to 10% will be imposed on the remaining work /supply. The period of delay in supply/execution of the work order due to departmental reasons shall be excluded, from the completion period.

1.10 **GENERAL:**
a) Purchase of copy of the specification by the tenderer is essential for consideration of his tender. Only one tender will be accepted against each copy of the specification purchased. The copy of the specification is not transferable. The value of tender form once sold cannot be refunded under any circumstances.
b) The purchaser does not bind himself to accept the lowest or any tender or any part of tender and shall not assign any reasons for the rejection of any tender or a part thereof.
c) The tenderer shall treat the details of the specification of the tender document as private and confidential and these shall not be reproduced anywhere without the written authority of the purchaser.
d) The fact of submission of a tender to the purchaser shall be deemed to constitute an Agreement between the tenderer and the purchaser, where such tender shall remain open for acceptance by the purchaser and tenderer shall not have option to withdraw his offer impair or derogate the same. If the tenderer be notified during the validity of tender, that his tender is accepted by the purchaser, he shall be bound by the terms of agreement until and unless formal contract of the same tender has been executed between him and the purchaser in replacement of such agreement.

1.11 Any action on the part of the tenderer to revise the price/prices at his own interest after the opening of the tenders may result in rejection of the tender and also debarring him from submission of tender to the Nigam at least for one year.

1.12 **RATES & TAXES**
(i) The BSR Rates - 2017 as given in the ‘G – Schedule’ are inclusive of all types of labor charges, but exclusive of GST etc, but clear offer is to be quoted by the tenderer inclusive of all taxes.
(ii) The income tax/other statutory liabilities shall be deducted as per prevailing rules/regulations.

[Signature]
Superintending Engineer (T&C)
RVPN, Bhiwara
S E C T I O N - II

GENERAL CONDITIONS OF CONTRACT:

2.00: Not withstanding anything contained to the contrary in the specification or tender or any subsequent exchange of correspondence, these general conditions of contract shall prevail and shall be binding upon the contractor and any change or variation, expressed or impressed, whatever, made in the said general conditions shall not be valid for operation 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 the contract.

2.01: DEFINITIONS:

In constructing these conditions of contract and specification of the following words shall have the meaning herein assigned unless here is something in the subject matter of context inconsistent with such construction.

(i) PURCHASER: Shall mean Superintending Engineer (T&O), RRVPNL, Bhilwara and shall include his representatives, successors / assignees and any officer(s) of the Nigam performing the duties/ functions of the purchaser.

(ii) SUPPLIER/ CONTRACTOR shall mean and include any trading concern, firm, company, association under taking manufacturer and/or any other organization furnishing the tenders under the specification. In case any order is placed under the specification, the word “SUPPLIER” / CONTRACTOR shall mean and include the successful tenderer(s) and shall include his/their representatives, successor and assignees on whom the order is placed.

(iii) CONSIGNEE: Shall mean and include any officer/official of the RRVPNL who is designated by the Superintending Engineer (T&O), RRVPNL, Bhilwara for performing the duties of consignee.

(iv) The Engineer shall mean the Executive Engineer/Assistant Engineer or any other Engineer or officer for the time being or who is from time to time duly authorized and appointed by the purchaser to act as Engineer or Inspector for the purpose of the contract. In case where no such Engineer has been so appointed, the word Engineer shall mean the purchaser or his duly authorized representative.

(v) “PLANT” WORK OR “WORKS”, shall mean and include the plant and services to be provided and work to be done by the contractor under the contract.

(vi) THE CONTRACT, shall mean and include the general conditions, specification, quantity and price schedules, drawing, form of tender, covering letter, and the agreement to be executed.

(vii) The specification shall mean the specification annexed to these general conditions and the schedule there to (if any), and also any other specifications mentioned in the contract or otherwise incorporated from time to time.

(viii) The month shall mean a period of 30 days (Thirty Days) and week means a period of SEVEN DAYS.

(ix) The contract price shall mean the sum named in or calculated in accordance with the provisions of the contract/purchase order and any amendments thereto.

(x) ENGINEER INCHARGE OF WORK: In charge of work shall mean and include the Executive Engineer, Assistant Engineer, Junior Engineer or any other officer, performing the duties of Engineer at the work site.

(xi) “Successful Tenderer” shall mean the L-I Bidder/tenderer, and whose tender has been accepted.

(xii) The “Site” shall mean and include the lands and buildings over/under, upon and in which the Service/work are to be carried out and used in accordance with the contract and / or work will be executed.

2.02: QUALIFYING REQUIREMENT /EXPERIENCE & Eligibility Criteria:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Qualifying Requirement Details</th>
<th>Supporting Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>BIDDER STATUS-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.1 The Bidder must be a company registered and incorporated in India as per Companies Act, 1956 / 2013 or Proprietary Firm or Partnership Firm</td>
<td>Memorandum of Association/ Registration Certificate as per Companies act, 1956 or as per its latest amendment in case of Companies</td>
</tr>
</tbody>
</table>
1.2 The bidder must be "A-Class" contractor for electrical works.

1.3 The bidder shall have Goods and Service Tax (GST) Registration

1.4 The bidder must be registered with provident fund commissioner.

1.5 The bidder must be registered for ESI department.

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<thead>
<tr>
<th>2.</th>
<th>TECHNICAL EXPERIENCE-</th>
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<tbody>
<tr>
<td>The Bidder must be a firm/ Service Provider who must have satisfactorily completed similar activities (with or without material) in Rajasthan during last 5 years as on the original date of Bid opening:</td>
<td>Certificate(s) issued by user(s)/ purchaser(s) containing the detail of execution of work with their voltage class.</td>
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<tr>
<th>3.</th>
<th>FINANCIAL POSITION</th>
</tr>
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<tbody>
<tr>
<td>(i) The Net Worth of the Bidder for last three (3) years should be positive.</td>
<td>(i) Audited Balance Sheets and Income Statement/ C.A. Certificate.</td>
</tr>
</tbody>
</table>

| 4. | The Bidder should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or judicial officer, should not have business activities suspended, should not be blacklisted by any agency / utility, should not have a conflict of interest. | Declaration in Annexure B |

2.03: **SUBLETTING AND ASSIGNMENT:**
The contractor shall not sublet the work without prior consent in writing of the purchaser transfer or assign the contract, or any part thereof, interest therein or benefit or advantage whatsoever, provided never the less that any such permission granted to the contractor shall not relieve him from any obligation, duty or responsibility under the contract.
2.04: **PRICE:**
The tenderer must quote prices per unit for execution of work at the work site inclusive of labor charges and all type of other charges if any. Unless otherwise specified the rates/prices quoted shall be firm in all respect and independent of any variation on account of any reason till completion of the work as per order.

2.05: **SECURITY DEPOSIT:**
(a) Security deposit shall be furnished by the successful tenderer equal to 2% (Two percent) of the value of the stores subject to a maximum of Rs. 1.00 lac.

(b) The earnest money of successful tenderer will be adjusted towards security deposit and the balance will have to be deposited by the successful tenderer at the time of execution of agreement or commencement of the supply which ever is earlier.

(c) Unless otherwise specifically required to be retained/torfeited by the purchaser, the security deposit shall be refunded on request of the Tenderer after a period of **three months of successfully completion** of work/supply of material to the satisfaction of the consignee.

(d) If the supplier fails or neglect to observe his obligation 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.

(e) If the Tenderer fails to provide the security deposit immediately, 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 contractor and forfeit the earnest money of the contractor.

(f) No interest shall be payable on such deposit.

2.06: **TERMS OF PAYMENT:**
The payment shall be made as under only after execution of the contract Agreement and the payment shall be arranged by the Accounts Officer (T&C), RVPN, Bhiwara as per norms against the bill(s) /running bill(s) to be submitted to consignee who will verify the bill and send to Accounts Officer (T&C), RRVPN, Bhiwara

(A) Up to 90% payment of the total value of the work done will be paid against running bills to be submitted to the XEN/ Assistant Engineer, In-charge of the work.

(B) Balance 10% payment due will be made after a period of **twelve months of Completion of work** and accepted by the Engineer In-charge of the work. If the contractor wants to release the 10% balance payment during the guarantee period of the work, the Contractor shall furnish Performance Bank Guarantee for 10% of the cost of the work before claiming balance 10% payments.

(C) The Payment will be made by the Accounts Officer (T&C), RRVPN, Bhiwara through RTGS/ NEFT for quick and safe transfer of funds. The charges for transfer through RTGS/ NEFT shall be on the part of supplier/ contractor. Before claiming 90% payment the following documents are required to be furnished:

i) Security Deposit

ii) Contract Agreement and its acceptance by the Purchaser

iii) CPF Schedules of the workers of the Contractor or Registration Certification of the Firm/ Contractor with the PF Commissioner and monthly statement of depositing the CPF of his employees with the PF Commissioner as per Clause 2.09.

2.07: **IN-CHARGE OF WORK:**
The Executive Engineer (220KV GSS) RVPN, Bhiwara shall be the officer In-charge of the work. They will give the layout, supervise the work and verify the bills of the contractor and attend all other matters pertaining to this contract.

2.08: **CONTRACT DOCUMENTS/ AGREEMENT**
The Contractor will execute separate contract agreement after placement of the order for which they shall be required to furnish general conditions of contract, instructions to tenderers and specification including guaranteed technical particulars duly signed on each page of every such document sent to him up to the time of placement of the Order. After than two copies of Work Order will be sent by the Superintending Engineer (T&C), RRVPN, Bhiwara to you and you will be required to return one copy of the Work Order duly signed on each page. The Contractor shall also be required to enclose a Non- Judicial Stamp Paper applicable as per Cost/Value of works/ Work Order (@0.25% of the contract Value) mentioning under their signature thereon as on dated __________ affixed it to Work Order No.________ dated__________.
2.09: CONTRACTOR EMPLOYEES PROVIDENT FUND:
The contractor shall have to submit a certificate every month that he has an establishment covered under the employees Provident Fund and miscellaneous provision Act 1952 and is having a separate code number with the Provident fund contribution in respect of all the employees employed by him along with employer's have share of contribution etc. is being deposited with the provident fund authorities and shall also submit certified photo copies of the challans of deposits. In absence of above, the contractor shall be liable to deposit employees, as well as employer's contribution @12% + 12% and other charges in respect of all the employees engaged by him for the said work with RRVPNL along with details of the employees their wages and the amount of contribution as per RSEB CPF Rules every month. In case of failure, RRVPNL shall be entitled to deduct 16% of the amount from his bills.

2.10: QUANTITY:
The quantities given in schedule of work and prices are provisional and can vary to any extent. You will have to carry out the work according to the quantities as determined at site at the quoted rates till the complete work is executed. The payment shall be made accordingly.

2.11: COMPLETION TIME:
(A) The work shall be completed within a period of 06 Months (Six Months) from the date of giving lay out by the Engineer in charge, who will provide the lay out against the Work Order.
(B) The time will be the essence of the contract and if the work is not completed on or before the stipulated period as above or within any period of extension, if granted you will be liable to Penalty @ 0.5 % (Half percent) per week or part thereof subject to maximum of 10% of the value of the work delayed/ left Uncompleted.

2.12: INSPECTION:
Representative of the 2CE (T&C)/SE (T&C) / Executive Engineer / Engineer In-Charge will be free to visit your site store & work site. He will also be free to verify the Nigam’s Material in your custody as and when required.

2.13: DISPUTES:
All disputes, differences and questions whatsoever arising between the purchaser and supplier/ Contractor upon or in relation to or in connection with the contract shall be deemed to have arisen at Bhiwara and no courts other than the court in Bhiwara shall have jurisdiction to entertain or try the same.

2.14: DAMAGE OF NIGAM MATERIAL/SAFETY MEASURES:
The contractor shall be responsible for the safe working at site so as to avoid any chance of damages to the Nigam’s material / installations at site and also no injury to any of his worker. In case of any damages to Nigam material/installation/property the losses shall be recovered from the contractor. The contractor shall be fully responsible for the safety of his workers and RRVPNL shall not be responsible for any type of accident minor or fatal to any person at works site. The staff insurance charges, if any, shall be born by the contractor.

2.15 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), RRVPNL, Pur Road, Bhiwara.

2.16 INDIAN ELECTRICITY ACT:
All the works covered by the Contractor shall be in accordance with the Indian Electricity Act, 2003 with the latest amendments and the Electricity Rules made thereunder.

2.17 LEGAL LIABILITY:
The Contractor shall also be responsible for legal liability/ complication that may crop up during the course of execution of the Contract.

2.18 FINANCIAL LIABILITY:
The Contractor shall also be responsible for financial liability which may accrue to him or his personnel and Nigam’s personnel during the course of the contract. The Contractor shall also be liable to pay any statutory taxes/ levies and duties etc. of the State/ Central Govt. which may accrue during the course of Contract or in the future related to the contract.
2.19 **GENERAL LIABILITY:**
The Contractor shall be liable for any damage, theft, missing of his own equipment, T&P material etc. as well as to the Nigam’s material, T&P and Equipments during the course of execution of the work.

2.20 **CHANGE OF NAME OF THE TENDERER/ CONTRACTOR:**
At any stage after tendering, the Nigam shall deal with the Contractor only in the name and at the address under which he has submitted tender. All the liability/ responsibility for due execution of the Contract are of the Contractor.

2.21 **DEDUCTION FROM CONTRACT PRICES:**
The amount of all cost/ damage or expenses or other sums which under a particular contract shall be payable by the Contractor and shall be deducted from the Contractor’s amount due or becoming due under any other contract without prejudice to the Nigam’s right to recover the same by ordinary process of law.

2.22 **GUARANTEE:**
The work to be executed shall be under guarantee period of 12 months from the completion of work and accepted by the Engineer in-charge of the work.

2.23 **SAFETY MEASURES:**
As the work involves working in the live switchyard, therefore, the Contractor shall follow all safety methods of working so that there is no damage to Nigam’s properties and also no injury to any of the workman working in the yard. The Contractor shall be fully responsible for the safety of his worker as well as any other workman working in the switchyard and RVPNRL shall not be responsible for any type of accident (Minor or fatal) at the work site and insurance charges of his staff and employees etc. shall be borne by the Contractor. The Contractor shall take up all the work in the yard only after taking written permission to do work from the Shift in-charge and shall work in the presence of RVPNRL Representative.

[Signature]
Superintending Engineer (T&C)
RVPNRL, Bhandara
SECTION III

Terms and conditions/ Specification for Painting of old painted steel structures:

1. **SCOPE:**
   The scope of work covers the Painting of old painted steel structures in the yard of the GSS as indicated by the in-charge of the GSS.

2. **MATERIAL:**
   All the painting material & relevant items shall be arranged by the Contractor as his own cost. The Contractor will have to deposit all the material of specified make with the in-charge of the work and in-charge will issue the same to the Contractor for the work after checking the same make & specification of the items.

3. **APPLICATION:**
   No material shall be used by the Contractor without quality approval of the in-charge of the work.

4. **WORKING T&P:**
   All sorts of T&P which are required for this work shall have to be arranged by the Contractor.

5. **SAFETY MEASURES:**
   The Contractor shall provide and make all necessary arrangement for safety of staff and labor at site of works. The Nigam will not in any way be responsible for any accident, minor or fatal to any person at the site of work or for any damages arising there during the work which shall be Contractor's sole responsibility. The staff insurances charges, if any, shall be borne by the Contractor.

Since the work is to be carried out in the charged electrical yard at the GSS, therefore, the Contractor shall have to work under the guidance/ permission of the Engineer in-charge of the work. No person of the Contractor should be allowed by the Contractor to climb on the structure except for which the shut down/ clearance is given by the in-charge of the work in writing to the Contractor. Violation of the said procedure may cause accident and responsibility shall be of the Contractor. The Contractor shall have to follow the rules of Electricity Act – 2003.

For the work, the skilled labor having experience of same work up to height of 25 Mtrs. (Approx.) should be engaged.

[Signature]
Superintending Engineer (T&C)
RVPNIL, Bhiwara
"G" SCHEDULE

Reference - BSR code 2017
Name of Work: Painting of old painted steel structures at 220 KV GSS Bhilwara for the year 2018-19

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>BSR code</th>
<th>Particular</th>
<th>Unit</th>
<th>Unit Rate</th>
<th>Quantity</th>
<th>Amount in Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2.2</td>
<td><strong>PAINTING OF OLD PAINTED STEEL STRUCTURES -</strong></td>
<td></td>
<td></td>
<td>32</td>
<td>668846.08</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Aluminium painting of old painted steel structures at the GSS including supply of paint and painting brush, emergy paper, cloth &amp; solvents etc. The surface shall be first cleaned with wire brush / emergy paper and thereafter wiped with cloth to remove rust and dust or any other deposits on erected M.S. Steel structures. Two coats of aluminium paint shall be applied. Each subsequent coat shall be applied only after the previous coat has dried up. The paints used shall be from any of the following recognized manufacturers, namely Asian / Nerolac / Berger / Johnson Nicholson.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Amount (in Rs.) 668846.08

Amount in words: Rupees Six Lakh Sixty Eight Thousand Eight Hundred Forty Six only.

Assistant Engineer  
220KV GSS RVPN, BHILWARA

Executive Engineer  
220KV GSS RVPN, BHILWARA

Page 1

<table>
<thead>
<tr>
<th>&quot;G&quot; Schedule amount in Rs.</th>
<th>668846.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rates Quoted by the bidder @.....................................................% Above/Below of the &quot;G&quot; Schedule</td>
<td>Add 18% GST</td>
</tr>
<tr>
<td></td>
<td>Grand Total in Rs.</td>
</tr>
</tbody>
</table>
SECTION - IV
SCHEDULE- I

SCHEDULE OF CAPACITY OF THE TENDERER IN RESPECT OF Painting of old painted steel structures at 220 KV GSS, RVPN, Bhilwara.

(A) Details of orders executed

<table>
<thead>
<tr>
<th>S. No</th>
<th>Order NO. &amp; Date.</th>
<th>Description of work</th>
<th>Ordered quantity/ cap. of GSS</th>
<th>Name of order placing authority</th>
<th>Date of commencement</th>
<th>Date of completion of work</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(B) Average erection/construction work done

CONSTRUCTION ACTIVITIES

<table>
<thead>
<tr>
<th>Period</th>
<th>Name of Project/ GSS</th>
<th>Description of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014-15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015-16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016-17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017-18 (Up to Latest)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(C) List of available Machinery, Tools, Tackles, Name of Engineers, Persons etc.; for construction/ erection work (Separate list may please be attached)

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE TENDERER
DEPARTURE FROM SPECIFICATION

The tenderer shall state under this schedule the departure from the purchaser specification in respect of both technical and commercial terms and conditions:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Main deviation from specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Technical Deviation</td>
</tr>
<tr>
<td>2.</td>
<td>Commercial Deviation</td>
</tr>
</tbody>
</table>

Certified that we agree to all technical specification and commercial terms and conditions as laid down in general conditions of contract except for the deviation to the extent indicated above.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE TENDERER
### SCHEDULE OF PERIOD OF COMPLETION FOR PAINTING OF OLD PAINTED STEEL STRUCTURES AT 220 KV GSS, RVPN, BHILWARA ON BSR-2017 RATE CONTRACT BASIS

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of Work</th>
<th>Period of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>PAINTING OF OLD PAINTED STEEL STRUCTURES AT 220 KV GSS, RVPN, BHILWARA</td>
<td>180 DAYS (One Hundred Eighty Days) (Six Months)</td>
</tr>
</tbody>
</table>

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE TENDERER/BIDDER
Contractors who are quoting rates against this tender are required to furnish the following information along with the tender. The RVPN will have the discretion to ignore the tender without the under noted particulars and/or ignore the tender particulars.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Information required</th>
<th>Information/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name &amp; Address of the Contractor</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Place where office exists</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Date when started functioning</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Work of construction of EHV GSS in hand</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Do you have spare capacity to execute this work</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Whether the Contractor is registered with PF Commissioner and Labor Department. (If yes attested photocopy of Registration Certificate may please be enclosed).</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Photocopy of latest balance sheet duly attested.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Income Tax paid during the year 2016-17</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Turn over for the year 2016-17</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Net profit after interest and depreciation for the year 2016-17</td>
<td></td>
</tr>
</tbody>
</table>
DETAILS OF PROGRESS ACHIEVED DURING THE I/II FORTNIGHT OF MONTH

ORDER NO. & DATE

NAME OF GSS

DATE

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Activity</th>
<th>Unit</th>
<th>Total work involved</th>
<th>Work done up to last fortnight</th>
<th>Work done during current fortnight</th>
<th>Total work done up to this report</th>
<th>Balance work to be done</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
</tbody>
</table>

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE TENDERER
Compliance with The Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
(c) not indulge in any collusion, Bid rigging or anti – competitive behavior to impair the transparency, fairness and progress of the procurement process;
(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
(f) not obstruct any investigation or audit of a procurement process;
(g) disclose conflict of interest, if any; and
(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:

The Bidder participating in a bidding process must not have a conflict of interest.

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

(i) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:
   a). have controlling partners/shareholders in common; or
   b). receive or have received any direct or indirect subsidy from any of them; or
   c). have the same legal representative for purposes of the Bid; or
   d). have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
   e). the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidders is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
   f). the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
   g). Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procurement Entity as engineer-in-charge/consultant for the contract.
Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to ........................................ for Contract of ........................................ in response to their Notice Inviting Bids No ........................................ Dated ........................................ I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specified in the Bidding Document;

3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of the legal proceedings for any of the foregoing reasons;

4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition:

Date:  

Signature of bidder

Place

Name:

Designation:

Address:
Annexure -C:

Grievance Redressal during Procurement process

The designation and address of the First Appellate Authority is WTD, RVPN, Jaipur
The designation and address of the Second Appellate Authority is BoD, RVPN, Jaipur
as nominated vide order No.RVPN/AAO/F&R/F.98/D.53 dated 30.06.2016.

(1). Filling 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:

Provide 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 filled 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
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 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 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 of filing Appeal

(a) Fee of first appeal shall be rupees two thousand five hundred plus GST extra as applicable and for second appeal shall be rupees ten thousand plus GST extra as applicable, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of the Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of Appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-

   (i) Hear all the parties to appeal present before him; and

   (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.
FORM No.1

[See rule 83]

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

Appeal No........................... of........................................

Before the ...........................................(First/Second Appellate Authority)

(A). A Bid

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

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

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

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

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

6. Grounds of appeal..............................................................

(Supported by an affidavit)

7. Prayer..........................................................

Place..................................................

Date..................................................

Appellant's Signature