	<b>RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED</b>
	[Corporate Identity Number (CIN): U40109RJ2000SGC016485]
	Regd. Office: VidyutBhawan, Jyoti Nagar, Jaipur - 302005
	<b>OFFICE OF THE EXECUTIVE ENGINEER (T&amp;C)</b>
	RRVPM BHILWARA (311001)
	E-mail address: <a href="mailto:xen.tnc.bhl@rvpn.co.in">xen.tnc.bhl@rvpn.co.in</a>
	Website: <a href="http://www.rvpn.co.in">www.rvpn.co.in</a>
	NO.RVPMN/XEN/(T&C)/RVPM/BHL/2017-18/F/.C. works /
	D: 436 DATE 7.12.17

**Limited Notice Inviting Bid No-07/2017-18**

Limited Enquiry Tender Under This Office TN No-07/2017-18, Sealed bids are invited from reputed & eligible contractors/firms for erection bays at 132 KV GSS suwana (BHILWARA).In compliance of the order no. RVPN/SE/T&C/BHL/D-1356 DATED-28.11.17

S.N.	Particular	DETAIL
1.	Specification no.	TN-07/2017-18 (XEN T&C BHILWARA)
2.	Name of work	Erection work of Galvanised steel structure, Laying of Earth Mesh, Erection of Equipment, Bus-Bar, Jumper & Cable work etc for 01 No's 132 KV Bays for M/S Sudiva Spinners Pvt. Ltd. at 132 KV GSS Raila (BHILWARA)
3.	Estimated cost	Rs- 138104.00
4.	Bid Cost	NIL
5.	Bid Security	Rs-2762.08
6.	Start date of sale of bid	11/12/2017
7.	Last date of sale of bid	27/12/2017 UPTO 12.00PM
8.	Last date of submission of bid with place	27/12/2017 UPTO 2.00 PM AT BHILWARA
9.	1 <sup>st</sup> Appellant authority	SE (T&C) RRVPM BHILWARA
10.	2 <sup>nd</sup> Appellant authority	ZCE (T&C-A/Z) RRVPM BHILWARA
11.	EMD deposit receipt copy	MUST BE ENCLOSED
12.	Due date of opening of bid with place	27/12/2017 AT 3.00 PM AT BHILWARA

**\* If any reason the date on which Bid is going to open is Non-working Day declared then NIT will be open on next working day on same time at same place.**

**\*\*All direction of RTPP Act 2012 & RULE-2013 shall be applicable.**

**Enclosed: G-schedule, relevant price schedule with terms & condition.**



EXECUTIVE ENGINEER (T&C)  
RVPNL, BHILWARA

Copy forwarded/submitted to following for information:-.

1. The Chief Engineer (T&C-A/Z) RVPN AJMER.
2. The Superintending Engineer (T&C) RVPN BHILWARA.
3. The AO(T&C) RVPN BHILWARA
4. The FM(T&C) RVPN,AJMER through email to upload NIT on website of Nigam
5. Notice Board.



EXECUTIVE ENGINEER(T&C)  
RVPNL, BHILWARA

Signature of Tenderer

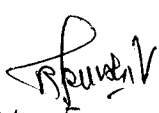
**'G' Schedule of Const. of 01 No. 132 KV Bay at 132 KV GSS Railla for  
M/S Sudiva Spinners Pvt Ltd.**


Name of Office: AEN- I (T&C) RVPN BHILWARA

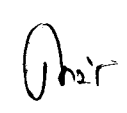
Name of Work: Erection of Galvanized steel structure, Laying of earthmesh, Erection of equipment, Bus Bar, Jumpers & Cable laying work etc. at 132 KV GSS Railla (Bhilwara) for 01 No. 132 KV Bay for M/S Sudiva Spinners Pvt Ltd.

Reference : BSR AS ON 01.04.2017 VIDE RVPN/SE(Contracts-II)/XEN-4/F./D.45 JAIPUR Dated 21.04.17

S. N.	Item no. of BSR	PARTICULARS OF WORK	UNIT	QTY.	RATE	AMOUNT in Rs.
1	2	3	4	5	6	7
		<b>EARTH MESH WORK</b>				
	A-1	Laying earth mesh with 25mm./ 28mm dia M.S. rod at a depth of 0.80 metre from top level of foundations, including excavation of trench of required depth and backfilling of the same, transportation of M.S. Rod from site store to location, welding of M.S. Rod to M.S. Rod along the length, at crossings and with earth electrodes as per drawing, application of bitumen impregnated tape on all welded joints, for the type of soil prevalent at 0.80 metre below top level of foundations ( M.S. Rod of above sizes & M.S. Flat as required shall be made available by RVPN )				
		(a) In case electricity is made available by RVPN without charges				
1		i) Normal dry soil	Metres	50	24	1200
2		ii) Hard soil / Murram / Black cotton soil	Metres	50	26	1300
	B-1	Laying of earthing risers of 50x6 mm /50x10/ 50x12 mm size M.S. Flat at a depth of 0.80 metre from top level of foundation, including excavation of trench of required depth and back filling of the same, transportation of M.S. Flat from site store to locations, preparation of risers, bending as per requirement ( after heating if necessary ), fixing on and welding / bolting / to equipment / structure and peaks of structures laying in the trench welding to the earth mesh of M.S. Rod as per drawing, including welding of extra length of M.S. Flat if required , application of bitumen compound and covering with bitumen impregnated tape on all welded joints, painting of all surfaces of risers above ground level with red oxide and green paint for the type of soil prevalent at 0.80 metre below top level of foundations (M.S. Rod of above sizes & M.S. Flat as required shall be made available by RVPN )				
		(a) In case electricity is made available by RVPN without charges				
3		i) Normal dry soil	Metres	100	27	2700
4		ii) Hard soil / Murram / Black cotton soil	Metres	100	28	2800
	C-1	Placing / Driving of earth electrode of 25 / 28mm dia. M.S. Rod of length 3.30 meters (approx) to a depth of 3.80 meters from the top level of foundations, including excavation of pit as required and back filling of the same transportation of M.S. Rod from site store to locations cutting of M.S. Rod to desired length preparation of one end as spike if necessary, welding of earth electrode to earth mesh of M.S. Rod as per drawing application of bitumen compound and covering with bitumen impregnated tape on all welded joints, for the type of soil prevalent at 3.80 metres below top level of foundation (M.S. Rod of above sizes & M.S. Flat as required shall be made available by RVPN )				
		(a) In case electricity is made available by RVPN without charges				
5		iii) Soft rock	Nos.	7	532	3724
6	2	<b>ERECTION OF SUB-STATION STEEL STRUCTURES</b> columns, beams, lighting mast and equipment structures ( excluding Circuit Breakers and Capacitor Banks ) of all types including transportation of structure member nuts & bolts, Washers, etc. from site store to locations, their assembly, placing on foundation, fixing of template, with foundation bolts as required levelling and preparing for grouting as required , but excluding grouting. erection after grouting and tightening & punching of nuts & bolts ( Maximum height of structures up to 20 meters)	M T	6	2321	13926
		C/F				25650

  
Executive Engineer (T&C)  
RRVPL BHILWARA

  
JEN (T&C)  
RRVPL BHILWARA

  
Assistant Engineer (T&C)  
RRVPL BHILWARA

				B/F				25650	
3	A	BUS- BAR WORK							
		STRINGING OF 220 KV, 132 KV, 33 KV & 11 KV Bus Bar of ACSR conductor, including transportation of conductor, disc insulators and tension hardware from site stores to location, laying and cutting required length of conductor. Cleaning and assembly of disc insulators as required along with fitting of bolted type or compression type tension hardware as made available ( compression machine shall be provided by RVPN on rent free basis) . Making up at one end, stringing of conductors between the beams with specified sag and tension, also equalizing sag and fitting spacers and spacers T-clamps for twin conductor, for three phases of conductors in each bus-section.							
7		i) Single ACSR Panther	section	1	1165				1165
	B	JUMPERS OF ACSR conductor ( 3 nos. Y- type ) between bus to equipment or between equipment to equipment or between bus to bus, including transportation of conductor, disc insulators and hardware from site stores to locations, cleaning and assembly of disc insulators as required along with fitting of suspension hardware and erection as required, cutting required length of conductor, making connections, fixing of spacers & spacer T- clamps as required, tightening of clamps/ connectors, dressing, etc., for three phases.							
8		i) Single ACSR Zebra/ panther conductor	Set	15	333				4995
5		ERECTION OF SUB-STATION EQUIPMENTS							
	B	Erection of Current Transformer /Potential Transformer / Capacitive voltage Transformer/ Series Reactor / Residual Voltage Transformer / Neutral Current Transformer with clamps & connectors on already erected steel structure including transportation from site store to locations. Fabrication of base frame, fixing of terminal connectors, tightening of nuts & bolts etc., complete in all respects.							
9		(ii) 132 KV CT/PT/CVT	Nos.	12	1415				16980
	C	Erection of lightening Arrestor on already erected steel structure including transportation of lightening arrestor , clamps & connectors surge counter etc. from site store to locations. fabrication of base frame, fixing of terminal connectors, surge counter. tightening of nuts & bolts etc., complete in all respects.							
10		ii) 132 KV	Nos.	3	1422				4266
	D	Erection of Isolators on already erected steel structure including transportation of base frame P. I. 's. contacts. Mechanism box, clamps & connectors etc. from site store to locations. minor fabrication as required and fixing of terminal connectors etc., adjustment / alignment of isolator and its earth blade. If provided, for their smooth operation and final adjustment if required after jumpering.							
		ii) 132 KV							
11		a) Without Earth Blade	Nos.	2	2596				5192
12		b) With Single Earth Blade	Nos.	1	3045				3045
	G	Erection of 220 KV or 132 KV Circuit Breakers, including transportation of equipment, structure members. Nuts & bolts, Clamps & connectors accessories etc. from site store to location assembly of support structure their placing on foundation leveling and preparing for grouting as required but excluding grouting assembly/ placing of support columns / poles. Mechanism box / control cubicle, and other accessories as per manufacturers drawings fitting of SF 6 gas pipeline fabrication of air / oil pipeline as required, electrical wiring from pole to control cubicle fixing of terminal connectors as required, but excluding commissioning of CB, for all types of operating mechanism, as required							
13		(ii) 132 KV	Nos.	1	15223				15223
	6	Erection of Control & Relay Panels complete in all respects including transportation from site store to control room, placing on foundation / cable trench as per layout, interconnection between control & relay panels and with existing panels, fixing of side / top covers and doors earthing to existing earth strip in control room, connection of bus wiring to existing panels and between control and relay panel. As required.							
14		ii) Duplex panel	Nos.	1	1265				1265
				C/F				77781	

*R. Singh*  
 Executive Engineer (T&C)  
 RRVPNL Bhiwara

*JEN*  
 RRVPNL BHIWARA

*Ohir*  
 Assistant Engineer (T&C)  
 RRVPNL BHIWARA

		B/F				77781
7		Erection of Marshalling Kiosk /Line Matching Unit (LMU) / Line Matching & Distribution Unit (LMDU) complete in all respect including transportation from site store to location, placing on foundation / cable trench as per layout, preparing for grouting of foundation bolts but excluding grouting etc.				
15		i) 220 KV or 132 KV marshalling Kiosk	Nos.	2	374	748
10		LAYING AND TERMINATION OF CABLES				
	A	Control Cables				
		i) Laying of P.V.C. insulated unarmoured/ armoured control cables of 1.1 KV grade with copper conductor in cable trenches as per specification as required, including transportation of cable drums from site store to location laying in cable trenches, cutting to required length, placing them on cable/ racks/ cable trays/ & dressing. Including removing and re-fixing trench covers as required making necessary connections, testing, cable marking on both the terminating ends, etc. as required for all sizes from 2c x 2.5 sq. mm. to 20c x 2.5sq. mm. 4c x 4sq. mm. and 4c x 6sq. mm.				
16		a) unarmoured control cable.	Mtrs	2000	5	10000
		ii) fixing of control cables in position with single compression nickel plated brass cable glands conforming to IS: 12943 & having three metal washers and one rubber ring, including preparation of cable and drilling of corresponding holes in gland plates, etc. as required, & including cost of cable gland for each cable gland of size				
17		a) 19 mm unarmoured control cable	Nos.	62	44	2728
18		c) 25 mm unarmoured control cable	Nos.	12	67	804
		iii) Termination of wires of cables with copper conductor using copper terminal ends ( pin or ring type as required of Dowells or equivalent make as approved by the Engineer-in charge) duly crimped with crimping tool, including making wire ends ready for crimping, ferruling & dressing of wires, etc. as required, including cost of terminal ends for all wires for each cable at both ends for cables of the following sizes				
19		a) 2c x 2.5 sq. mm	Each	10	21	210
20		c) 4c x 2.5 sq. mm	Each	10	43	430
21		f) 12c x 2.5 sq. mm	Each	6	128	768
		in case all the wires of any cable are not got terminated then a deduction at the rate of Rs. 6.00 shall be made for each end of the wires not terminated.				
22		i) 4c x 4.0 sq. mm	Each	15	57	855
		in case all the wires of any cable are not got terminated then a deduction at the rate of Rs. 7.00 shall be made for each end of the wires not terminated.				
23	12	Providing and laying in position specified grade of cement concrete for all RCC Structural elements up to plinth level including curing, compaction, finishing with rendering in cement sand mortar 1:3(1 cement:3coarse sand) and making good the joints and cost of plastizers (if required) excluding the cost of centering , shuttering and reinforcement. M20 grade Nominal Mix/Design Mix (The rate are as per PWD BSR 2014- Jaipur)	Cum	10	4378	43780
<b>TOTAL</b>						<b>138104</b>

(Rs. One Lakh Thirty Eight Thousand One Hundred & Four Only)

*R. Bhatnagar*  
 Executive Engineer (T&C)  
 RRVPNL Bhiwara

*JEN (T&C)*  
 RRVPNL BHIWARA

*Prer*  
 Assistant Engineer (T&C)  
 RRVPNL BHIWARA

**PRICE SCHEDULE (NIB NO-07/2017-18)**

**Name of work-** Erection work of Galvanised steel structure, Laying of Earth Mesh, Erection of Equipment, Bus-Bar, Jumper & Cable work etc for 01 No's 132 KV Bay for M/S Suidiva Spinners Pvt. Ltd. at 132 KV GSS Raila (BHILWARA)

Firm Name/Bidder:-

S.N.	Particulars of works	Rate as per G-schedule	% Above /Below Rate as per G-schedule	Amount in Rs. Above /Below Rate as per G-schedule	Total Price
1.	Erection work of Galvanised steel structure, Laying of Earth Mesh, Erection of Equipment, Bus-Bar, Jumper & Cable work etc for 01 No's 132 KV Bay for M/S Suidiva Spinners Pvt. Ltd. at 132 KV GSS Raila (BHILWARA)	Rs 138104.00			

Total Rs(In words).....

- 1.I/We have read all terms & conditions of relevant BID against NIB No. 07/2017-18.These are acceptable to us.
- 2. The work shall be completed within stipulated period & as per instructions/letter of work In-charge.
- 3. The quoted rate is firm in all respect till completion of work including of insurance charges,all taxes & duties.
- 4 Safe execution of work shall be our responsibility.
- 5. We shall be responsible for any Fatal or Non-Fatal accident taking place due to our negligence.

**Date:** ..... ; **Phone No./Fax** .....

**Address**.....

**Signature**

.....

**Name of Signatory**

**Mail-Id** .....

**FIRM GST NO** .....

**Name of Firm**



Signature of Tenderer

**Terms & conditions (NIB NO-07)**

Tender for Erection work of Galvanised steel structure, Laying of Earth Mesh, Erection of Equipment, Bus-Bar, Jumper & Cable work etc for 01 No's 132 KV Bay for M/S Sudiva Spinners Pvt. Ltd. at 132 KV GSS Raila (BHILWARA) on BSR as on 01.04.2017.

**01 TAXES/LEVIES/DUTIES:**

**A.Taxes:-** The bidder shall quote the prices inclusive of all applicable Taxes/charges including GST etc. Any liability towards GST, if arises/applicable, inclusive of cost of material to be supplied by RVPN free of cost, shall be to the firms account. The bidder shall give GST registration NO. Any statutory variation in GST will be to contractor's accounts.

**B.Income tax-** If any income tax, surcharges on income tax or any other corporate tax is attracted under the law then same shall be paid by him as per Govt. Rules/deducted from his bills/invoices at the prevailing rate & if such tax is not applicable then the the contractor can claim reimbursement of the same from the relevant competent authority. However necessary TDS certificate shall be issued by the NIGAM paying authority.

**C.** The BID along with relevant document as per eligibility criteria shall be submitted in closed/sealed envelop duly super scribe as **"BID FOR NIB NO-07/2017-18"**.

**02 EMD deposit:**

You'll have to furnish the security deposit @ 2% of the contract value in cash or by bank draft to the AO T&C RVPN Bhilwara & **enclosed copy with Tender.**

**03 Quantities:**

The quantity can be increased/decreased as per site requirement with maximum increase of 20%.

**04 Completion time:**

You'll have to complete work on order within a period of two month/LOI for which layout has been given by Assistant Engineer (T&C) RVPN Bhilwara.

**05 Contract Agreement:**

The contractor shall also require to execute a contract agreement on non judicial stamp paper @**0.25% of the contract value/minimum Rs-500** duly signed accepted & notarized.

**06 Extension in completion period:**

Any delay due to stoppage of work by Nigam will be compensated by way of extension of completion date.

**07 Distribution of material:**

Material shall be delivered at the work site from the store of AEN (T&C) RVPN Bhilwara & site store.

**08 Electricity rules:**

You'll carry out all the work in accordance with revised & latest provision under Indian electricity rules & Act made their under.

**09 Erection insurance:**

The contractor shall take suitable storage come erection insurance policy for subject work material at his own cost. The Estimated cost of Project/material for insurance purpose shall be intimated by Engineer in charge of work and The insurance policy should be submitted to him for its acceptance.

**10.** The undersigned does not bind himself to accept the lowest or any other bid and reserve the right to reject any or all bids without assigning any reason thereof.

**11.DISPUTE:**

If any dispute in the above then the decision of the S.E.(T & C) RRVN Bhilwara remains' final for both.

**12.Qualifing Requirement:** Only those firms who have completed constructions of any 220KV/132KV/33 KV Bays at any GSS on labor contract of minimum rupees 1.5 LAC & have completed within the contract time of the work order in last two year will be qualified for Bid.

**A completion certificate issued by authority not below rank of executive Engineer is to be enclosed as proof of qualification/contractor who are registered in RVPN must enclose copy of the same with tender as a proof for his/her qualification.**

Signature of Tenderer

**13.** The bid should be addressed to the Executive Engineer (T&C) RVPN Bhilwara (Pur Road, Bapu nagar ,Bhilwara)

**14. Besides above, only such contractors should apply, who are already registered with provident fund commissioner.**

**15.** Payment shall be arranged/released as per nigram payment policy on completion of work as per specification through RTGS by the account officer T&C RVPN Bhilwara after receipt of verified bills /invoice by the consignee.

**16.** All addition or alteration in bid must be **clearly initialed.**

**17.** The Rate should be quoted the Firm price inclusive of all taxes & duties, insurance & other related cost both in **words & figures.**

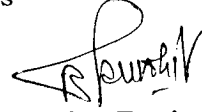
**18. All the documents issued ,shall be submitted by the bidder duly filled up in all respect with seal/sign(or both) on each page.**

**19.** Bid received late due to any reason or which are incomplete shall not be accepted for consideration.

**20.** On award of contract, work should have started within 15 days, otherwise work will be treated as withdrawn.

**21.** Conditional tenders & casual letters sent by contractor will not be accepted .

**22.** Performance security shall be done as per applicable RPPP Rules



**Executive Engineer (T&C)  
RVPN BHILWARA**

## APPENDIX



### **Annexure –A: 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 behaviour 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.

Signature of Tenderer



**Annexure –B: 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:



Signature of Tenderer

**Annexure –C: Grievance Redressal during Procurement process**

The designation and address of the First Appellate Authority is...**The SE (T&C) RVPN BHILWARA**

The designation and address of the Second Appellate Authority is: **The ZCE (T&C-A/Z) RVPN AJMER..**

**(1). Filing an Appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, 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 filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of 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 Biding 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.



Signature of Tenderer

(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 authorised representative.

**(6) Fee of filing Appeal**

(a) Fee of 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 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.



Signature of Tenderer

**Annexure --D**

**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).

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**

Signature of Tenderer

**CONTRACT AGREEMENT**

**This Agreement** is made at Bhilwara this day .....between the .....  
 .....RRVPNL, Bhilwara (herein after called „NIGAM“ which expression shall, where the  
 context so admits include its successors and permitted assignees) and M/s.  
 ....., (herein after called “The Contractor” which expression shall, where the  
 context so admits include their heirs, executors, administrators and legal representative as well as  
 successors and permitted assignees) are hereby held and firmly bind to the Rajasthan  
 RajyaVidyutPrasaran Nigam Ltd. to execute the work of:..... to  
 be executed as per rate, terms and conditions of .....,awarded by the  
 Nigam as per details given below:

1	Name of work	
2	Name of order purchaser	
3	Name of contractor	
4	Estimated cost	
5	Earnest Money deposited	
6	Security Deposit	
7	Tentative date of completion	
8	Work order No. & date	

I/ we hereby assure and abide to fulfill all the conditions of the work order referred to above. I/we declare that I/we have read thoroughly and carefully all the terms & conditions, clauses of the work order/Bid specifications and I/we hereby accept & abide with the terms and conditions of the said work order/Bid specifications for execution of the said work. I/we declare that, I/We will be fully responsible for safety of Nigam's material issued to us for erection works as well as safety of our workers and confirm that, if any person get injured due to any accident during execution of work, the compensation if any, will be paid by me/us and RVPN shall not be responsible in any circumstances.

Signed and delivered by,  
 Signature of contractor.....

Witness:  
 Signature  
 Address.....

**Notary attested:**

**Accepted on behalf of RVPN  
 EXECUTIVE Engineer (T&C)  
 RVPN, BHILWARA**



Signature of Tenderer