



**RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM
LTD.**

OFFICE OF THE EXECUTIVE ENGINEER (T&C),

Near Gulab Bagh, Old Power House, Udaipur

Telephone: - 0294-2422326 , CIN NO.U40109RJ2000SGC016485

mail id: xen.cm.udaipur@rvpn.co.in

website: www.rvpn.co.in

NO.RRVPN/XEN/(T&C)/UDR/TECH/F. 09(2017-18) /D. 529 Dt. 13-10-17

NOTICE INVITING LIMITED BID

Limited Sealed tenders are invited from the Eligible and Experienced Contractors for Dehydration and oil filtration work of Transformer oil (160 MVA ,220/132 KV BHEL make) by vacuum filter at 220 KV GSS Madri , Udaipur.

Specification number.	RRVPN/XEN/C&M/ T&C/UDR/ TECH/ PURCHASE /NIB No. 09/2017-18
Name of the work	Dehydration and oil filtration of Transformer oil (160 MVA ,220/132 KV BHEL make) by vacuum filter at 220 KV GSS Madri, Udaipur. Quantity of transformer oil is 48000 liter.
Due date of submission of tenders	Up to 03.00 PM on 25/10/2017
Date of opening of tenders	At 3.30 PM on 25/10/2017
Period of completion.	Within 01 month from date of issue of work order.
Name of contract.	Transformer oil filtration work.
Estimated cost	Rs. 58080/-
Tender cost	Not applicable
Earnest money	Not applicable

Encl: G' Schedule and Instruction to the contractor.

EXECUTIVE ENGINEER (T&C)
RRVPN, UDAIPUR

SPP NIB code — VPN 1718A 0713


RAJASTHAN RAJYA VIDYUT PRASARAN NIGAN L.T.D.

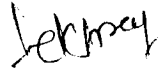
G- Schedule

Name of Work: Filtration of Oil for 220/132 KV, 160 MVA Power Transformer at 220 KV GSS Madri.


S.No.	Particular	Unit	Quantity	Rate	Amount
1	Dehydration / Filtration and reconditioning of Transformner Oil of 220/132 KV 160 MVApower transformer at 220 KV GSS Madri by providing high vacuum filtration machine and oil testing kit having 100 KV capacity as per norms and testing thereof in presence of work in charge (Electricity shall be supplied by department)	litres	48000	1.21	58080.00
TOTAL					58080
SAY	Rs. Fifty eight thousand eighty rupees only				

* Rate has been taken on basis of CLRC Order No 74 dt 15.04.15


Executive Engineer (T&C)
RRVPNI, Udaipur


Assistant Engineer -I (T&C)
RRVPNL, Udaipur HQ Debari

o/c


Junior Engineer (T&C)
RVPN, Udaipur

SECTION – I
(Instructions for the tenderers)

INTRODUCTION:

1.01: The tenderers in his own interest is advised to read very carefully these instructions, the terms and conditions as incorporated in section-I, II, III before filling up of the tender forms. If he has any doubt about meaning of these specifications or any portion thereof he shall before submitting the tender may write/enquire about the same to/from **the Executive Engineer(T&C), RVPNL, Udaipur** before the specified date of opening of tender in order that such doubts(s) may be removed. Submission of the tender shall be deemed to be conclusive proof of the fact that the tenderer has acquainted him and is in agreement with all the instructions unless otherwise specifically indicated/ commented by him in his tender.

The whole procurement process will be governed by the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013.

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 schedules and the specifications. The completed forms/ schedules shall be considered as part of the contract documents in the case of successful tender(s).
- 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 be clearly stated in the covering letter and shall accompany with copy of the tender.
- c) The tender and all accompanying documents shall be either 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 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 in the tender.
- f) The tenderer must quote the prices strictly in the manner as indicated in the specification, failing which tender is liable for rejection. The rate/prices shall be written in words as well as in figures. Those must not contain any additions, alterations, overwriting, cutting or correction or any other marking, which may leave any room of doubt.
- g) The RVPN will not be responsible to accept any cost involved in the preparation or submission of tender.
- h) Any printed 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 tenderers should sign the tender form in the end of each page of the tender.
- j) All tenders and accompanying documents and shall be addressed to the Executive Engineer (T&C), RVPN, Udaipur.
- k) The tenderer should sign the tender form in the end of each page.
- l) Telegraphic/FAX/Internet/E-Mail offers will not be considered/ entertained.

1.03 EARNEST MONEY:-As the estimated cost is below Two Lacs no earnest money is required from tenderer as per purchase manual clause 25.4(iii)

1.04. DOCUMENTS TO BE ENCLOSED WITH THE TENDER:

1. Each copy of the tender shall be accompanied with the following schedules, documents and the fact of their having been enclosed shall be indicated on the top of inner cover of the tender. The tender which is not accompanied by any or all of the following schedule, documents or is accompanied by incomplete Annexure /schedules is liable for rejection.
 - a. Earnest money as per clause No. 1.03 of this specification.
 - b. Techno commercial bid.

- i. Details regarding qualification requirement along-with necessary supporting documents (in schedule I & IV)
 - ii. Departure from specification (Technical and commercial in schedule II), deviation indicated elsewhere will be ignored.
 - iii. Completion schedule in schedule III.
 - iv. Other detailed information in the schedule or annexure wherever specified in section I to IV.
- c. Price bid:
Price may strictly be filled up in G-Schedule.

1.05. RECEIPT AND OPENING OF TENDERS

- a) Sealed/gum pasted covers, in which tenders are enclosed, shall be delivered in the office of the **Executive Engineer (T&C), RVPNL, Udaipur** not later than 3.00 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 the **Executive Engineer (T&C), RVPNL, Udaipur** on 3.30PM 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.

1.06. VALIDITY OF OFFER:

Tenders shall be valid for minimum period of 120 days from the date of opening the tenders. The tenders mentioned as shorter validity period than specified are likely to be ignored.

1.07. 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.

1.08. RATES/PRICES:

The rates for the material/work should be quoted as per the form 'G' schedule attached.

- a. Tenderer must quote prices per unit for execution of the work at the work site including of labour charges and all type of taxes, duties, levies etc and other charges if any. The prices quoted should be firm in all respect and independent of any variation on account of any reason till the completion of the work as per order.
- b. The price shall remain valid till completion of the work.
- c. The prices quoted should be inclusive of transportation of material. The transportation also includes the loading, weighting ,stacking& unloading and insurance of material.
- c. No representation for enhancement of rates once accepted will be considered.

1.09. TAX:

(I) In accordance with the scope of work this is a labour contract of transportation of material hence no Sales Tax/VAT shall be levied. However any tax including Labour welfare cess on such labour contract as applicable shall be to the contractors account.

(II) The Service Tax, if levied, shall be to the contractor's account. RRVPNL shall have no liability on this account.

(III) The INCOME TAX shall be deducted as per prevailing rules/regulations.

1.10. 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 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. Also the

incomplete work shall be got executed / completed at the risk and cost of the unsuccessful tenderer /contractor.

1.11 COMPLETION PERIOD:

The work/supply should be completed within 30 days from the date of issue of order .. failing which a penalty equivalent to 0.5% per week or part thereof limited to maximum 10% shall be levied on the remaining work. The period for which work held up due to departmental reasons shall not be counted in the completion period.

1.12 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 without the written authority of the purchaser.

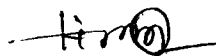
(d) The fact of submission of a tender to the purchaser shall be deemed to constitute an Agreement between the tenderer and the purchaser, where such tender shall remain open for acceptance by the purchaser and tenderer shall not have option to withdraw his offer impair or derogate the same. If the tenderer 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.

(a) The successful tenderer shall have to execute contract document/agreement for the proper fulfillment of the contract. This shall be done by him within 15 days from the date of work order and before commencing the work. The expenses of completing the agreement shall be borne by him and he shall furnish such executed stamped agreement (in triplicate) free of charge. Delay in execution of contract agreement and delay in depositing of security deposit within stipulated period unless otherwise agreed by purchaser shall constitute breach of tender/contract and shall make the tenderer liable for being declared defaulter.

(b) Any action on the part of the tenderer to revise the price/prices in his own interest after 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.

1.13 OTHER TERMS:

1.All non-judicial stamp paper submitted should be duly attested by notary public along-with Notary ticket.



EXECUTIVE ENGINEER (T&C)
RVPNL, UDAIPUR

SECTION – II

GENERAL CONDITIONS OF CONTRACT:

2.00. Notwithstanding any thing 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, whatsoever, 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 shall have specified knowledge of the provisions of the General conditions of the contract herein.

2.01 DEFINITIONS: In constructing these general conditions of contract and specification the following words shall have the meaning herein assigned to them unless there is anything in the subject of context inconsistent with such construction.

- i) PURCHASER: Shall mean RRVPNL or RVPN or Nigam represented by the CMD and shall include his Legal personal representatives, successors / assignees and any officer(s) of the Nigam performing the duties/ functions of the purchaser. The CMD shall mean the Chairman & Managing Director, Rajasthan RajyaVidyutPrasaran Nigam Ltd., Jaipur.
- ii) TENDERER: The “Tenderer” shall mean and include one or more persons or any firm or any company or Body incorporates who has submitted the tender in response to “Invitation of Tender”.
- iii) CONTRACTOR: shall mean the tenderer whose tender has been accepted by the purchaser and shall include tenderer heirs, legal representatives, successors, and assignees approved by the purchaser.
- iv) CONSIGNEE: Shall mean and include any officer/official of the RRVPNL who is assigned by **the Executive Engineer (T&C), RVPNL, and Udaipur** for performing the duties of consignee, Engineer In charge of the work order.
- v) THE ENGINEER: shall mean the Executive Engineer/Assistant Engineer of RRVPNL or any other Engineer or Officer for the time being or from time to time duly authorized and appointed by the purchaser or by any competent authority 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.
- vi) PLANT: shall mean and include the plant and material to be provided and work to be done by the contractor under the contract.
- vii) CONTRACT: shall mean the contract established between the purchaser and the contractor/supplier and include the instructions to the tenderers, general conditions, specification, price schedules and drawings in terms of tender, covering letter, letter of intent and schedule of prices and other related documents.
- viii) SPECIFICATION: shall mean the specification, specific conditions annexed to these general conditions and the schedule of rates (if any), and also any other specifications mentioned in the contract or otherwise incorporated from time to time.
- ix) MONTH & WEEK: Month shall mean a period of 30 days and week means a period of SEVEN DAYS.
- x) CONTRACT PRICE: shall mean the sum named in or calculated in accordance with the provisions of the contract/work order and any amendments thereto.
- xi) WRITING: shall include any manuscript, type written or printed statement under or over signature or seal as the case may be. Words importing person shall include firm, companies, corporations and other bodies whether incorporating or not. Words importing the singular only shall also include the plural and vice versa where the context requires.
- xii) 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.
- xiii) SUCCESSFUL TENDERER: shall mean the tenderer whose tender has been accepted.
- xiv) THE SITE: shall mean place or places named in the contract and shall include, where applicable the lands and buildings upon/ in which the work is to be executed.

xv) THE PLACE OF DELIVERY: shall mean the place of delivery at which the contractor is responsible to deliver the material/execute the work at the contract prices.

2.02 CONTRACT AGREEMENT: The supplier /contractor and purchaser shall as soon as possible, unless otherwise mutually agreed upon enter into a said agreement for the proper fulfillment of the contract. The expenses of completion and stamping of the agreement shall be paid by the supplier /contractor.

2.03 SUBLETING AND ASSIGNMENT:

The supplier/contractor shall not sublet the supply or work without the previous consent in writing of the purchaser to their party and shall not transfer or assign the contract or a part thereof or interest therein or benefit or advantage whatsoever, provided never the less that any such permission granted to the supplier/contractor shall not relieve him from any obligation, duty or responsibility under the contract.

2.04 TERMS OF PAYMENT:

(A) The payment shall be made as under through Accounts Payee cheque after execution of the contract Document and furnishing Security deposit as per the relevant clause: -

- i. 90% payment of the cost of each consignment/work executed shall be arranged through the Accounts Officer (T&C), RRVPNL, Udaipur on submission of bill in triplicate to the consignee/ Engineer In charge of the work and after completing the contractual formalities.
- ii. Balance 10% payment shall be kept as Misc. deposit, which shall be refunded after 3 month of completion of all the supplies/ work and accepted by the Engineer In charge subject to satisfactory performance of the work done and submission of complete MAS Accounts. The payment will be made only after a material account statement of items received and used or returned to stores is settled and on furnishing of 10% Performance Bank Guarantee as per Clause No. 2.29. Any discrepancy in the quantities shall have to be made good by the contractor or recovery of its costs shall be affected at double the issue rate while setting the balance payment. Before claiming 90% payment, the following documents are required to be furnished
 - (a) Agreement bond.
 - (b) CPF Schedules of the workers of the contractor or registration certificate of the firm/contractor with the RPF Commissioner and monthly statement of depositing the CPF of his employees with the PF Commissioner as per Clause No. 2.07.

2.05: PRICES:

- a. The tenderer must quote prices per unit for execution of the work and the work site inclusive of labour charges and all type of taxes, duties, levies, etc. and other charges, if any. The prices quoted should be firm in all respect and independent of any variation on account of any reason till the completion of the work as per order.
- b. The price shall remain valid till completion of the work.
- c. The prices quoted should be inclusive of cost of transportation of line & structure material which also includes the loading and unloading of stucking of material.
- d. No representation or enhancement of rates once accepted will be considered.

2.06: EMPLOYEES PROVIDENT FUND:

The contractor shall have to submit every month that he is an establishment covered under Employee Provident fund and Misc. provisions Act 1952 and is having a separate code No. with the Provident fund commissioner and also that the provident fund contribution in respect of all the employees employed by him along-with with employers shares of contribution etc. is being deposited with the Provident Fund authorities and shall also submit certified photo copies of challan of deposit. In absence of above the contractor shall be liable to deposit employees as well as employers contribution and other charges in respect of all the employees engaged by him for the said work with the Nigam along-with the details of employees, their names and the amount of contribution as per Nigam's CPF rules every month. In case of failure, Nigam shall be entitled to deduct 16% amount from his bills. The form no.2 & 6 (CPF & FPF) shall also have to be attached by the contractor along-with his running/ final bills.

2.07: METHOD OF MEASUREMENT:

(a) No Kilometer measurement shall be made at site in respect of transportation these measurement shall be bases on the weight in MT.

2.08: GUARANTEE:

The Transportation work will be covered under guarantee period against any defects arising from workmanship upto a period on which the work is completed in all respects and handed over for operation and material account is settled to the satisfaction of the RRVPNL.

2.09: TRANSPORTATION OF MATERIAL:

Measurement shall be taken on the weight in MT. The payment shall be made as per the weight of material transported (in MT)

2.10: INSPECTION:

The material is to be transported should be as per the requirement intimated by the officer Incharge / consignee nominated by the Nigam.

2.11: MOTOR VEHICLE ACT:

All the transportation work(s) covered by the contractor shall be in accordance with the Motor Vehicle Acts in force with the latest amendments and Rules made thereunder.

2.12: LEGAL LIABILITY:

The contractor shall be liable for legal complications, which may crop up during the course of execution of their contract.

2.13: FINANCIAL LIABILITY:

The contractor shall also be responsible for financial liability, which may accrue to him of his personnel and Nigam Personnel during the course of 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 future related to the contract.

2.14: GENERAL LIABILITY:

The contractor shall be liable for any damage, theft, missing of his own equipments and materials as well as to the Nigam's material and equipments during the course of execution of the work.

2.15: 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 liabilities/responsibilities for due execution of the contract are of the contractor.

2.16: 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 contractors amount due or becoming due under any other contract with out prejudice to the Nigam's right to recover the same by ordinary process of law.

2.17: CONTRACT DOCUMENT AND AGREEMENTS:

The order placed under this specification shall be governed by the terms and conditions as incorporated in this section of the specification as well as instructions to tenderers and as given in the purchase order and its annexure). The terms and conditions as specified in the section I, II, III, if differ from the terms as indicated in the purchase order and its annexure(s) the later

shall prevail. The contract shall for all purposes be construed according to the laws of India and subject to jurisdiction of courts in Rajasthan only. For the due fulfillment of the contract, the contractor shall execute an agreement, in triplicate, in the prescribed form (to be obtained from the purchaser) on non-judicial stamp paper of worth Rs. 500/- or as per stamp duty applicable of Govt. of Rajasthan. Such agreement shall be executed and signed by the competent authority of the contractor on each page with seal thereof. The original copy is only to be executed on the stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement form along-with the contract documents shall be required to be returned to the purchaser within a period of 15 days from the receipt of order duly signed on the each page. The contract documents shall mean and include the following:

1. Contract agreement.
2. Purchase order and its annexure
3. Terms and conditions of the specification
4. Instructions to tenderers

5. General conditions of contract of the specification Section-II (A), Section III and Section IV.

The charges in respect of vetting & execution of the contract shall be borne by the contractor. The contractor shall be furnished with an executed counterpart of the agreement.

2.18: T&P

You shall arrange all type of tools required during the transportation work at your own cost. The amount of insurance cover for T&P items shall be intimated separately.

2.19: SAFETY MEASURES:

The contractor shall follow a safe method of working so that there is no damage to the Nigam's material and also no injury to any of his workers. The contractor shall be fully responsible for his workers and RVPNL not be responsible for any type of accident minor or fatal to any person at work's site. Staff insurance charges if any, shall be borne by the contractor.

2.20: DAMAGE TO NIGAM'S MATERIAL:

The contract will be responsible for safe custody of material at site so as to avoid any chance of damages/theft to Nigam's material/installed property. The loss shall be recovered from the contractor. You will be responsible for safe custody of all the tower material as well as line material issued by the Nigam for the work till taking over the towers/line by the Nigam after completion of work. You will have to make good the losses/damages accrued to the material while in your possession.

2.21: DISPUTE:

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 Udaipur and no courts other than the court in Udaipur shall have jurisdiction to entertain or try the same.

2.22: FURTHER CORRESPONDENCE:

All correspondence pertaining to the purchase/work order in respect of any clarification required on the terms and conditions etc. should be addressed to the Executive Engineer(T&C)/Superintending Engineer (T&C), RRVPNL, Udaipur.

2.23: COMPLETION PERIOD

The work should be completed within a period of 30 days from the date of issue of order, failing which penalty equivalent to 0.5% per week or part thereof limited to maximum of 10% will be imposed on the remaining work. The period for which work held up due to departmental reasons shall not be counted in the completion period..

2.24: CANCELLATION OF ORDER

- i) Order placed can be cancelled as per the decision of in consultation with AO (T&C), RRVPNL, Udaipur or as per applicable provisions from time to time.
- ii) In case of failure to complete the work within the completion period then the **Executive Engineer (T&C), RVPNL,Udaipur/Superintending Engineer(T&C),Udaipur** shall be at liberty to cancel the order and forfeit firm's EMD and SD.

2.25: ACCEPTANCE OF ORDER

The acceptance of the order shall be intimated to the **Executive Engineer (T&C), RVPNL,Udaipur** within 7 days of the receipt of the order failing which it will be presumed that the terms & conditions incorporated in the order are accepted to the supplier.

2.26: PERFORMANCE GUARANTEE:

In order to ensure compliance of the provisions contained in clause No.2.05 above the successful contractor irrespective of his being a registered vendor with RRVPNL or not shall be required to furnish a performance bank guarantee after completion of work and before claiming balance 10% payment from any scheduled bank for an amount equivalent to the 10% of the contract value on Non judicial stamped paper of Rs. 100/- duly authenticated either by the Ist Class Magistrate or Notary public or directly confirmed by the issuing bankers.

2.27 INCHARGE OF WORK:

The **AEN-I (T&C) Udaipur,HQ Debari** under the control of **Executive Engineer(T&C),RVPNL, Udaipur** shall be the officer In-charge of the work. He will give the layout, supervise the work and verify the bills of the contractor and attend all other matters pertaining to this contract.

2.28: SIGNING OF AGREEMENT:

You will be required to execute an agreement on the Non Judicial stamp paper worth Rs. 500/- in the prescribed Performa before commencement of the work.

2.29: REQUIREMENT OF ITCC/STCC:-

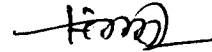
Submission of ITCC/STCC will not form the part of the contractual formalities and the same will not be insisted for releasing payment of supply bill. However, in cases where notices are received by the Nigam from commercial Taxation / Income Tax department for effecting recovery from the bills of the firm, the same shall be affected as per rules.

EXECUTIVE ENGINEER (T&C)
RVPNL, UDAIPUR

SECTION-III

SCOPE OF WORK

1. Before placing the required transport vehicles you shall intimate one day in advance to Engineer in charge of the work for avoiding delay in loading and place the transport vehicles near the place suitable for loading and unloading at site.
2. One person nominated by the Engineer In charge will accompany with the transport vehicle and in his presence material will be transported, loaded, unloaded, weighted and stacked.
3. During the transportation if any person gets injured due to any accident, the compensation if any will be paid by contractor. No payment will be made on account of RVPN.



EXECUTIVE ENGINEER (T&C)
RVPNL, UDAIPUR

TRANSPARENCY IN PUBLIC PROCUREMENT:

The Government of Rajasthan has enacted the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013. This procurement process is abided by the process and procedures of the aforesaid Act & Rule. In case the any clause (s), term(s) & condition(s) in this tender document differ in its interpretation and context from it the later (i.e. GOR Act and Rule as mentioned above shall prevail.

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 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 Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - 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.

Doc1

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement 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 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 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. 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:
Place:

Signature of bidder
Name :
Designation:
Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is SELTRO, Udaipur

The designation and address of the Second Appellate Authority is ZOELTRO, Udaipur

(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:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Doc1

(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 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.

(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.

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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.

2. Procuring Entity's Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

FORM No. 1
[See rule 83]

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

Appeal Noof
Before the (First / Second Appellate Authority)

1. Particulars of appellant:

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

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

- (i)
- (ii)
- (iii)

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

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

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

6. _____ Grounds _____ of _____ appeal:

..... (Supported by an affidavit)

7. _____ Prayer:

Place

Date

Appellant's Signature