NOTICE INVITING LIMITED BID

Limited Sealed Quotations/Tenders are invited from the eligible and experienced contractors for Structure and Equipment Painting work at 132 KV GSS, RVPN, Kapasan (Raj.).

The technical specification and other terms & conditions mentioned here under:

<table>
<thead>
<tr>
<th>Specification Number</th>
<th>No. RVPN/AEN/132KV GSS/Kapasan/WORKS./ NIB No. 01</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Work</td>
<td>Structure and Equipment painting work at 132 KV GSS, RVPN, KAPASAN, Chittorgarh (Raj.)</td>
</tr>
<tr>
<td>Due Date of Submission of Tender</td>
<td>Up to 02:30 PM on dated 18.04.2018</td>
</tr>
<tr>
<td>Date of Opening of Tender</td>
<td>At 03:30 PM on dated 18.04.2018</td>
</tr>
<tr>
<td>Period of Completion</td>
<td>3 Months</td>
</tr>
<tr>
<td>Estimated Cost</td>
<td>Rs.22008/- based on BSR-2017 (GST Extra)</td>
</tr>
<tr>
<td>Tender Cost</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Venue for submission and opening of NIT/BID</td>
<td>Office Of The Assistant Engineer (132KV GSS,) RVPNL, Kapasan, Distt.- Chittorgarh</td>
</tr>
</tbody>
</table>

Enclosed: - “G” Schedule, Terms and Conditions, Annexure A to D.

Note:-
1. The work experience if available, should have to be submitted with tender.
2. The conditional tenders shall not be accepted.
3. This tender is also available on www.rvps.co.in, any extension of Bid opening will be floated on website only.
4. The complete terms & conditions of the NIT/BID mentioned in the tender document (ANNEXURES)

Assistant Engineer (132KV GSS),
RRVPN, KAPASAN (Chittorgarh)

Copy submitted/forwarded to the following for information and necessary action.
1. The Superintending Engineer (T&C) RVPN, Chittorgarh.
2. The Executive Engineer (220 KV GSS) RVPN, Sawa.
3. The AEn (P.Cell), RVPNL, Udaipur for uploading the BID on RVPN portal.
5. Notice Board.

Assistant Engineer (132KV GSS),
RRVPN, KAPASAN (Chittorgarh)
RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD.
OFFICE OF ASSISTANT ENGINEER, 132 KV GSS KAPASAN
"G-Schedule" Based on BSR-2017 applicable wef 01-04-2017

Name of Work:- Painting of Structure and Equipments at 132 KV GSS, RRVPN, Kapasan.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>BSR item code</th>
<th>Particulars</th>
<th>Unit</th>
<th>Rate as per BSR 2017</th>
<th>Qty</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>PAINTING OF STRUCTURES AND EQUIPMENTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>21.2</td>
<td>Painting of unpainted steel structure</td>
<td>Sq</td>
<td>42</td>
<td>54</td>
<td>2268</td>
</tr>
<tr>
<td>1.2</td>
<td>21.2</td>
<td>at the GSS including supply of paint and painting brush, emery paper, cloth and solvents etc. The surface shall be first clean with wire brush/emery paper and thereafter wiped with cloth to remove rust and dust or any other deposits on erected M.S. steel structure and beams. One coat of red oxide paint shall be applied after carrying out cleaning and allowed to dry. Thereafter, two coats of aluminium paint shall be applied. Each subsequent coat shall be applied only after the previous coat has dried up. The paint used shall be from any of the following recognised manufacturers. namely Asian/Nerolac/Berger/Johnson Nicholson.</td>
<td>Sq</td>
<td>32</td>
<td>60.85</td>
<td>1947</td>
</tr>
<tr>
<td>2</td>
<td>2.2</td>
<td>PAINTING OF OLD PAINTED STEEL STRUCTURE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>21.1</td>
<td>Painting of old painted steel structure</td>
<td>Sq</td>
<td>33</td>
<td>539.2</td>
<td>17793</td>
</tr>
</tbody>
</table>

Enamel painting on power transformer and other equipment including supply of paint and spray painting set, emery paper, cloth and solvents etc. at GSS by cleaning surface throughly with soda/

Assistant Engineer
132 KV GSS RRVPN
Kapasan, Chittorgarh
caustic solution to clean oily surface and thereafter washing with water. there after two coats of smoke gray synthetic enamel paint shall be applied by spray method. each subsequent coat shall be applied after the previous coat has fully dried up. The paint used shall be from any of the following recognised manufacturers namely Asian/Nerolac/Berger/Johnson Nicholson. In case of surface area of radiators those fins will only be considered which are actually feasible and approachable for painting by spray or by brush.

| Total | 22008 |

Rupees 22008/- (In words Twenty Two Thousand Eight only)

Note:-
2. The quantity of work may be decrease/increase as per site condition.
3. The above rates are excluding GST
4. All working are electrically charged so contractor should be ensure safety before work.
5. All T&P., material etc. which is required for carryout the work should be arranged by Contractor

[Signature]

Assistant Engineer
132 KV GSS RVVPN L
Kapasan, Chittorgarh

I/We are hereby ready to carry out the above work on ____above/below on BSR 2017

Signature and seal of Contractor
1. TERMS & CONDITIONS:-

1.1 Tender received after the scheduled time may not be accepted and if delivered after that time is liable to be rejected.
1.2 The tender is to be written in ink only the rates should be given both in words as well as in figures. All additions should be made clearly dated / initialed.
1.3 The tender should be completed in all respect and incomplete tender are liable to be rejected.
1.4 Conditional tender & casual letters sent by the contractors will not be accepted.
1.5 Eligibility Criteria: - Firms having the experience of successfully completion of the same type work in RVPN or other organizations are only eligible for the tender, for which they have to produce attested copy of certificate at the time of purchasing of tender document/ at the time of submitting the tender documents.
1.6 The undersigned reserves the right to reject any / all tenders in part or full without assigning any reason thereof.
1.7 All disputes shall be subject to jurisdiction of court in Chittorgarh only. In case of dispute the decision of SE (T&C), Chittorgarh will be final and binding on both the parties.
1.8 Any representation after opening of bid shall be ignored. These parties may be debarred from tendering in future for a specific period. Their earnest money in such cases will stand forfeited.
1.9 The provisions of Rajasthan public procurement Transparency Act-2012 & Rajasthan public procurement Transparency rules 2013 shall be applicable.
1.10 In the event of any breach of any terms & condition or delay or default the contract will be terminated and Bid security deposit and other financial holds will be forfeited by the Nigam no interest shall be paid on such deposits.
1.11 The firm should be carrying out the work of Structure and Equipment Painting under the supervision of Engineer In-Charge and submit the completion report to GSS In-Charge.

2. COMPLETION OF WORK:-
The work shall have to be completed in 03 month, shall be counted from the issuing of work order, You shall give your program in advance to Engineer in charge for obtaining the shut down if required.

3. CONTRACT PERIOD:-
The Contract shall be for a period as mentioned in the bid (3 months)

4. TERMS OF PAYMENT:-

4.1 Each running bill will be prepared by the contractor & required to be submitted to Assistant Engineer (132 KV GSS) RVPN, KAPASAN in triplicate after execution/ completion of work, same will be sent to Accounts Officer (T&C) RVPN, Chittorgarh duly counter signed by the Undersigned for arranging payment.
4.2 The 90% (Ninety percent) payment of work done shall against each running bill and final bill.

4.3 Balance 10% (Ten percent) payment will be retained as security deposit and will be released after three months from date of satisfactory completion of work and handing over in charge of work.

4.4 Payment of running bills shall be made to you by Accounts Officer (T&C), RVNP, Chittorgarh on submission of bills through RTGS/NEFT.

4.5 Income tax and all the statutory deduction as applicable from time to time will be deducted at source as per Income Tax Act.

5. PRICE:

The rates of G-Schedule are the rates given in BSR 2017 (w.e.f.01.04.2017) and the rates for the repair and maintenance works given in this BSR are inclusive of all types of labour charges, but exclusive of service tax, sales tax and insurance charges etc.

6. FORCE MAJURE CONDITIONS:

6.1 If at any time during the period of contract, your performance in whole or part be prevented or delayed by the reasons of any war, hostility acts of public enemy, civil commotion sabotage, floods, explosion fire, epidemics, Quarantine, Restriction, act of good herein after to as “Events” then provided notice or an adequate proof of the work having been suffered on account of these events is given within 21 days of the date of occurrence, there of the provisions of clause shall not be invoked by concerned authorities of the RVNP, provided that the work under the contract shall be resumed immediately.

6.2 After such events has ceased to exist and the decision of the Superintending Engineer (T&C) RVNP, Chittorgarh or his authorized officer’s whether the work has been resumed or not shall be final and conclusive.

7. LABOUR LAWS:

7.1 Employees Provident Fund: - You shall have to submit a certificate every month that you are establishment covered under the employee provident fund and miscellaneous provisions Act, 1952 and you have a separate code number with the provident fund commissioner & also that the provident fund contribution in respect of all the employees employed by you along with employer’s share of contribution etc. is being deposited with the provident fund authorities and shall also submit certified photo copies of the challan of deposit. In absence of above, the contractor shall be liable to deposit employee, as well as, employer’s contribution and other charges in respect of all the employees engaged by him for the said work with RVNP along with details of the Employees Wages and the amount of contribution as per RVNP CPF Rules every month. In case of failure, RVNP, shall be entitled to deduct 24% of the amount of bills or any other statutory deduction.

7.2 In case the Owner becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to
act of omission of the Service Provider, the Owner may make such payments and shall recover the same from the Service Provider's bills.

7.3 You shall ensure and will be solely responsible for payment of wages and other dues latest by 9th of the following month to the personal deployed by you. You shall be directly responsible and indemnity the department against all charges, Claims, dues, etc. arising out of dispute related to the dues and employment of personal deployed by you. In case you fail to make the payment of wages etc. to your worker with in the schedule time, NIGAM reserve the right to discharged the payment directly from the pending claims.

7.4 The Contractor is liable to pay his contribution in respect of every employee and deduct employee’s contribution from wages under the ESI Act 1948 as per applicable rate.

8. ARBITRATION:-

8.1 In the event of any question, dispute of difference arising under the agreement in connection therewith, except as to matter the decision of which is specifically provided under the agreement. The same shall be referred to sole arbitration of The Superintending Engineer (T&C) RRVPN, Chittorgarh.

8.2 The agreement to appoint an arbitrator will be in accordance with the arbitration and conciliation act 1996. There will be no objection to any such appointment that the arbitration is Govt. Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties in the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his officer or being unable to act for any reasons whatsoever may be the Superintending Engineer (T&C) RRVPN, Chittorgarh the said officer shall appoint another person to act an arbitrator in accordance with the terms & conditions of the contract agreement and the person so appointed shall be entitled to proceed from the stage of which it was left out by his predecessors.

8.3 The arbitration may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

8.4 The venue of the arbitration proceeding shall be the office of concerned The Superintending Engineer (T&C) RRVPN Chittorgarh such other places as the arbitrator may decide.

9. SAFETY MEASURE & ACCIDENT: -
The contractor shall be responsible for arranging insurance of his workman. The owner (RRVPN) will not be responsible for any kind of liability regarding any insurance

10. INDIAN ELECTRICITY RULES: -
You shall carry out all the work in accordance with revised & latest provision under Indian Electricity rules/Act. made there under.

11. CONTRACT AGREEMENT: -
The contract would be governed by terms and condition mention in the general and commercial terms & condition of order. as per purchases manual clause No.26.22 generally contract agreement are not required in above said order Copy of the detailed order, duly signed on each & every page, All the above contract documents shall be signed by the contractor or an authorized person holding valid power of attorney duly registered. (Successful Bidder shall execute contractor agreement on appropriate value of Non Judicial Stamp paper)

12. DELAY IN COMPLETION: -

12.1 In case you fail to execute the work within stipulated completion period, a penalty @ 0.50 % per week or part there of shall be levied on the value of incomplete work of delayed completion of work. Such penalty shall be limited to a maximum of 10% of the value of delayed/incomplete work. Such recovery can be done from your pending payment available with the Nigam. In case of unsatisfactory progress, after giving a Notice for 7 days, the work shall be got done from any other agency at your risk and cost.

12.2 The delay in completion of these work due to non- availability of shutdown wherever required shall not be counted for the purpose of these provision.

13. ACCEPTENCE OF THE ORDER:--
The acceptance of the order should be conveyed to the in charge of the GSS within a period of 7 days after receipt of the order, failing which it shall be presumed that terms and conditions incorporated in the order are acceptable to contract.

Assistant Engineer (132KV GSS),
RRVPN, KAPASAN (Chittorgarh)
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 anticompetitive 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 the 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 proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

[Signature]
Assistant Engineer
132 KV GSS RRVPNKL
Kapasan, Chittorgarh
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 Entry;
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:

Assistant Engineer
132 KV GSS BR/PNL
Kapasan, Chittagadh
Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Dy. Secretary Youth Affairs & Sports Department Govt. of Rajasthan. The designation and address of the Second Appellate Authority is Principal Secretary Youth Affairs & Sports Department Govt. of Rajasthan, Jaipur.

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 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) Appeals 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

[Signature]
Assistant Engineer
132 KVPSS JRVPNL
Gorakhpurgarh
(5) Form of Appeals:

(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 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 of 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]
Assistant Engineer
132 KV GSS RRVPNL
Kapasan, Chittorgarh
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.

(i) 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.

[Signature]
Assistant Engineer
132 KV GSS RRVPN
Kapasan, Chittorgarh
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.

[Signature]

Assistant Engineer
132 KV GSS RRVPN
Kapasan, Chittorgarh