NOTICE INVITING BID

Bid (Single Stage Bidding) are invited from the competent and experienced contractors for execution of following works as per specification:-

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
<th>Bid Number</th>
<th>Estimated Cost (Rs.)</th>
<th>Earnest money deposit (Rs.)</th>
<th>Start date &amp; time for downloading specification</th>
<th>Last date &amp; time for submission of Bid</th>
<th>Date &amp; time for opening of bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>For Modification &amp; raising of height of existing 132 KV S/C Kishangarh – Phulera line at location no. 227-228 as deposit work of PWD Division Laxmangarh (Project Code: MLJP18.13)</td>
<td>RVPN / SE/ T&amp;C/ Ajmer / BN-1110001806</td>
<td>2,89,880/-</td>
<td>5,800/-</td>
<td>29/08/2018 (11:00 AM)</td>
<td>05/09/2018 (02:00 PM)</td>
<td>05/09/2018 (03:00 PM)</td>
</tr>
</tbody>
</table>

The bid documents/ specification can be downloaded from the website http://energy.rajasthan.gov.in/rvpn and state portal http://sppp.rajasthan.gov.in during stipulated date & time as stated above. The bid shall be submitted in the office of the Superintending Engineer (T&C), RVPN, Ajmer up to the date & time as specified above.

The cost of tender documents/ specification (Non Refundable) as above shall be deposited by demand draft/ Banker’s cheque payable in favor of the "The Accounts officer (T&C), RVPN, Ajmer" in the office of the Superintending Engineer (T&C), RVPN, Shastri Nagar, Ajmer-305001.

The Earnest money deposit as above shall be deposited by demand draft/banker’s cheque, payable in favor of the "The Accounts officer (T&C), RVPN, Ajmer" or through Bank Guarantee in prescribed format in the office of the Superintending Engineer (T&C), RVPN, Shastri Nagar, Ajmer-305001.

The Tender Cost, EMD & tender processing fee shall be deposited up to 05.09.18 at 01.00 PM)
to the date of opening of tender. The interested bidders are requested to submit their bids up to the stipulated date & time as specified above.

The quantity as mentioned above is tentative and the purchaser reserves the right to change/drop any or all the tender enquiries at his discretion.

Superintending Engineer (T&C)
RVPN, Ajmer
Bid detail sheet for modification & raising of height of existing 132 KV S/C Kishangarh – Phulera line at location no. 227-228 as deposit work of PWD Division Laxmangarh (Project Code: MLIN/18.13) against Bid No. 1110001806

Sealed bids in single part are invited from competent and experienced contractors/firms for modification & raising of height of existing 132 KV S/C Kishangarh – Phulera line at location no. 227-228 as deposit work of PWD Division Laxmangarh (Project Code: MLIN/18.13) against Bid No. 1110001806 as per details given below:-

<table>
<thead>
<tr>
<th>BID No.</th>
<th>1110001806</th>
</tr>
</thead>
<tbody>
<tr>
<td>TYPE OF BIDDING</td>
<td>OPEN BID</td>
</tr>
<tr>
<td>WORK DESCRIPTION</td>
<td>Modification &amp; raising of height of existing 132 KV S/C Kishangarh – Phulera line at location no. 227-228 as deposit work of PWD Division Laxmangarh (Project Code: MLIN/18.13)</td>
</tr>
<tr>
<td>ESTIMATED COST</td>
<td>Rs. 289880.00</td>
</tr>
<tr>
<td>TENDER COST</td>
<td>Rs. 1000.00 + 18% GST = 1180/-</td>
</tr>
<tr>
<td>EARNEST MONEY DEPOSIT</td>
<td>Rs. 5800.00</td>
</tr>
<tr>
<td>VALIDITY</td>
<td>120 DAYS from the date of opening of bid</td>
</tr>
<tr>
<td>DATE AND TIME TO PURCHASE/DOWNLOAD BID SPECIFICATION</td>
<td>29.08.2018 (11:00 AM) to 05.09.2018 (02:00 PM)</td>
</tr>
<tr>
<td>LAST DATE FOR DEPOSITION OF COST OF BID SPECIFICATION AND EARNEST MONEY</td>
<td>05.09.2018 UPTO 1.00 PM</td>
</tr>
<tr>
<td>LAST DATE AND TIME FOR SUBMISSION OF BID</td>
<td>05.09.2018 UPTO 2.00 PM</td>
</tr>
<tr>
<td>DATE AND TIME FOR OPENING OF BID</td>
<td>05.09.2018 UPTO 3.00 PM</td>
</tr>
</tbody>
</table>

**GENERAL INSTRUCTION REGARDING BID:-**

1. The bidders are requested to submit their bids up to prescribed date & time. The last date of submission of bids will not be extended.
2. Furnishing of Earnest Money before bid opening is essential otherwise the bid will not be opened.
3. The bidder have to deposit 100% bid security (EMD) i.e Rs. 5800.00 (Rs. Five Thousand Eight Hundred only) by DD/Banker’s Cheque payable in favour of Accounts Officer (T&C), RVPN, Ajmer, payable at Ajmer up to stipulated date & time in the office of the Superintending Engineer (T&C), RVPN, Shastri Nagar, Ajmer 305001.
4. The bidder shall ensure that his bid is submitted / furnished strictly in the manner detailed in the bidding documents.
5. The bidders should provide complete information at the time of submission of bid. However, if the bidders are asked to furnish some clarification / confirmation / documents, the bidders are required to furnish the same within specified time failing which; the case shall be finalized / decided on the basis of available information. The responsibility of their bid being ignored on account of delay in furnishing of desired information / documents shall be of the bidder.
6. The bidding document can be downloaded from website http://energy.rajasthan.gov.in/rvpnl and http://sppp.rajasthan.gov.in or may be purchased from Office of the Superintending Engineer (T&C), Rajasthan Rajya Vidyut Prasaran Nigam Limited, Shastri Nagar, Ajmer.

Superintending Engineer (T&C),
RVPN, Ajmer
Terms & Condition for modification & raising of height of existing 132 KV S/C Kishangarh – Phulera line at location no. 227 - 228 as deposit work of PWD Division Laxmangarh (Project Code: MLIN/18.13)

SECTION – I
(Instructions for the bidders)

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

1.02. FILLING OF TENDERS:
a) Bid shall be submitted in the form ‘G’ Schedule attached herewith. Fill up all the blanks in the Bid form and the ‘G-Schedule. The completed forms/ schedules shall be considered as part of the contract documents in the case of successful bid.
b) No alteration should be made in the bid form/specifications and schedules. The bidder must comply entirely with the specification and “G” schedules. Alternative proposals, if any, shall clearly be stated in the covering letter and shall accompany with copy of the bid.
c) The bid and all accompanying documents shall be in Hindi/English language and shall be signed by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the bid.
d) Bids should be filled in with ink (Ball Pen) or typed. The bid filled in by pencil or otherwise shall not be considered.
e) All additions, alterations and over writings in the tender must be clearly initialed by the signatory to the tender.
f) The Bidder must quote the prices strictly in the manner as indicated herein failing which bid is liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, overwriting, cutting or correction and any other marking, which leave any room for doubt.
g) The RVPN shall not be responsible to accept any cost involved in the preparation or submission of bid.
h) Any printed /written conditions on the bid shall not be accepted by the RVPN. The Bidder shall incorporate his condition, if any, in the covering letter.
i) The Bidder should sign the bid form in the end of each page of the tender.
j) The bid offer shall be enclosed in the double sealed or gum pasted cover in the following manner:
   (i) The following documents/schedules are essentially to be submitted in the bid
      (a) One small size envelope for proof of deposition/furnishing the Earnest money.
      This envelope shall be super-scribed ‘EARNEST MONEY’.
      (b) G Schedule duly signed by the Bidder or authorized representative. Only
      percentage above/below the BSR Rates is to be filled-in, and no alteration
      revision to be made in the G-Schedule, rates and amount.
      (c) Annexure A to D
      (d) Any other document/ information the bidder used to submit with the bid.
   (ii) All the above documents from (a) to (d) are to be placed in one proper size
      envelop duly double sealed/ gum pasted which should be superscribed as below:
      “Bid officer against RVPN/SE/T&C/AJM/BN 1110001806 for modification & raising
      of height of existing 132 KV S/C Kishangarh – Phulera line at location no. 227 - 228
      as deposit work of PWD Division Laxmangarh (Project Code: MLIN/18.13)”.
   k) Telegraphic/Fax/Internet/E-mail offers will not be considered / entertained.
l) All bids and accompanying documents shall be addressed to the Superintending Engineer (T&C), RVPN, Shastri Nagar, Ajmer.
1.03 EARNEST MONEY:
a) Before submitting the offer, the Bidder shall deposit the amount of Earnest money through Demand Draft/Bankers Cheque made in favour of Accounts Officer (T&C), RVPN, Ajmer only in the office of Superintending Engineer (T&C), RVPN, Ajmer and obtain a receipt there of, No other mode of deposit shall be accepted.
b) Any bid not accompanied by a copy of receipt/proof deposit of Earnest Money shall be rejected and the bid will not be opened. It should be clearly mentioned on the bid envelope that earnest money amounting to Rs____ (Rs ________________________) has been deposited vide A-9 Cash Receipt No. _____ dated _____.
c) The Earnest Money of unsuccessful bidders shall be refunded soon after final acceptance of successful bid(s) and signing of contract agreement. In case of the successful bidder, the amount of Earnest Money deposits may be refunded after satisfactory completion work.
d) Request for adjustment/proposal for acceptance of Earnest Money deposits, if any, already lying with the RVPN in connection with some other bids/orders shall not be entertained.
e) No interest shall be payable on such deposit of Earnest money.
f) The RVPN reserves the right to forfeit the Earnest money deposit or a part thereof in circumstances which according to him indicate that the bidder is not accepting/executing any order placed on him under the specification.
g) The earnest money of the successful bidder will be refunded after expiry of guarantee period subject to satisfactory performance of the material supplied or work executed as the case may be.

1.04 RECEIPT AND OPENING OF BIDDERS
a) Sealed/gum pasted covers, in which bids are enclosed, shall be delivered in the office of the Superintending Engineer (T&C), RVPN, Ajmer not later than 2.00 PM on the date specified in the notice inviting bid. Bid shall not be accepted after the time and date so fixed and will be returned unopened to the bidder. The bids will be opened in the office of SE (T&C), RVPN, Ajmer at 3.00 PM on the prescribed date in the presence of such bidders or their authorized representative who may be present.
b) If the date fixed for opening of the bids is declared public holiday the bids shall be received and opened on the date on which office reopen after such holiday on the timing as indicated above.

1.05 VALIDITY OF OFFER:
Bids shall be valid for minimum period of 120 days from the date of opening the bids.
The bids mentioned as shorter validity period than specified are likely to be ignored.

1.06 SIGNATURE OF THE BIDDERS
The bid must contain the name, designation and place of business of the person(s) making the bid and must be signed by the bidder with his usual signature. Bid by a partnership firm must be furnished with full names of all partners and be signed with the authorized representative indicating the signature and designation of the person signed with the legal entity of the corporation/company by the Chairman/ Secretary or other persons authorized to bind the company/corporation in the matter.

1.07 RATES:
The rates for the material/work should be quoted as per the form ‘G’ schedule attached. The prices quoted should be firm in all respect and independent of any variation on account of any reason till the completion of the works as per order. The prices shall remain valid till completion of the work. No representation for enhancement of rates once accepted will be considered.

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

1.09 COMPLETION PERIOD:
The work as ordered shall have to be completed within a period of 90 days from the
date of layout given by Engineer In-charge. You shall give your programme in advance
to Engineer In-charge for obtaining the shut down if required.

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

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

1.12 NEGOTIATIONS:
(1) Except in case of procurement by method of single source procurement or
procurement by competitive negotiations, to the extent possible, no negotiations shall
be conducted after the pre-bid stage. All clarifications needed to be sought shall be
sought in the pre-bid stage itself.
(2) Negotiations shall, however, be undertaken only with the lowest or most
advantageous bidder under the following circumstances-
(a) When ring prices have been quoted by the bidders for the subject matter of
procurement; or
(b) When the rates quoted vary considerably and considered much higher than the
prevailing market rates.
(3) The bid evaluation committee shall have full powers to undertake negotiations.
(4) The lowest or most advantageous bidder shall be informed in writing either through
messenger or by registered letter and email (if available). A minimum time of seven
days shall be given for calling negotiations. In case of urgency the bid evaluation
committee may reduce the time, provided the lowest or most advantageous bidder has
received the intimation and consented to regarding holding of negotiations.
(5) Negotiations shall not make the original offer made by the bidder inoperative. The
bid evaluation committee shall have option to consider the original offer in case the
bidder decides to increase rates originally quoted or imposes any new terms or
conditions.
(6) In case of non-satisfactory achievement of rates from lowest or most advantageous
bidder, the bid evaluation committee may choose to make a written counter offer to the
lowest or most advantageous bidder and if this is not accepted by him, the committee
may decide to reject and re-invite bids or to make the same counter-offer first to the

[Signatures]
second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work / supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only. 

(7) In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

1.13 RAJASTHAN VALUE ADDED TAX, ROYALTY, LEVIES & DUTIES:

a) In accordance with the scope of works, this is a labour contract of erection from the “FREE ISSUE” material, hence no VAT/ GST will be leviable. However tax on such labour contracts if levied, shall be to the Contractor’s account.

b) **Income Tax:**
If any income tax, surcharge on income tax or any other corporate tax is attracted under the law then the same shall be paid by him as per Government rules / deducted from his bills / invoices at the prevailing rate and if such tax is not applicable, then the contractor can claim reimbursement of the same from the relevant competent authority. However necessary TDS certificate(s) shall be issued by Nigam’s paying Authority.

c) **GST:**
- The Bidder shall give GST Registration No., the bidder should quote the GST rate separately. Any statutory upward or downward variation in GST within schedule period will be borne by RVPN and will be paid at actual.

d) Any upward or downward variation in the effective rate of existing/duties or change in financial liability due to introduction of new taxes/duties or abolition of existing taxes/duties within stipulated completion period shall be to RVPN’s account and all taxes /duties shall be paid at actual. However you shall have to furnish supporting document(s) in the form of gazette notification for approval before claiming any upward variation.

e) The following certificate regarding GST to be submit with the bills:

(i) Certified further that we.......................... Are registered under GST as dealers in the state of ................................. under registration No. ........................................ for the purpose of GST (IGST/CGST & SGST)

(ii) Certified that the goods on which GST (IGST/CGST & SGST) has been charged have not been exempted under the applicable GST law and that the charges on account of GST on these goods are correct under the provisions of the relevant act or the rules made there under and the GST has been deposited/to be deposited by us to the related authority. Nigam will not be responsible for the payment of GST to the related authority unless specified by GST law.

Superintending Engineer (T&C)
RVPN, Ajmer.
SECTION-II

GENERAL TERMS & CONDITIONS OF CONTRACT:

2.00: Notwithstanding anything contained to the contrary in the specification or bid 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 to have specific knowledge of the provisions of the General conditions of the contract.

2.01: DEFINITIONS:

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

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

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

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

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

(v) ‘PLANT WORK OR ‘WORKS’ shall mean and include the plant and material to be provided and work to be done by the contractor under the contract.

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

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

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

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

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

(xi) ‘Successful Bidder’ shall mean the L-I Bidder/tenderer, and whose bid has been accepted.

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

(xiii) The ‘Place of delivery’ shall mean the place of delivery at which the contractor is responsible to deliver/handover the material.
### Qualifying Requirement:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Qualifying Requirement Details</th>
<th>Supporting Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>BIDDER STATUS-</strong>&lt;br&gt;1.1 The Bidder must be a company registered and incorporated in India as per Companies Act, 1956 / 2013 or Proprietary Firm or Partnership Firm</td>
<td>Memorandum of Association/&lt;br&gt;Registration Certificate as per Companies act, 1956 or as per its latest amendment in case of Companies&lt;br&gt;<strong>OR</strong>&lt;br&gt;Registration Certificate under Rajasthan Shop &amp; Establishment Act, 1958 or similar Act in case of Proprietary firm&lt;br&gt;<strong>OR</strong>&lt;br&gt;Registration certificate from Registrar of Firms in case of Partnership firm</td>
</tr>
<tr>
<td></td>
<td>1.2 The bidder must be “A-Class” contractor for electrical works.</td>
<td>Certificate issued by the Rajasthan Electrical Inspector.</td>
</tr>
<tr>
<td></td>
<td>1.3 The bidder shall have Goods and Service Tax (GST) Registration</td>
<td>Copy of GST Registration Certificate</td>
</tr>
<tr>
<td></td>
<td>1.4 The bidder must be registered With provident fund commissioner.</td>
<td>Copy of Certificate issued by provident fund commissioner.</td>
</tr>
<tr>
<td></td>
<td>1.5 The bidder must be registered for ESI department.</td>
<td>Copy of ESI Registration Certificate</td>
</tr>
<tr>
<td>2.</td>
<td><strong>TECHNICAL EXPERIENCE-</strong>&lt;br&gt;The Bidder must be a firm/ Service Provider who must have satisfactorily completed following activities (with or without material) in India during last 5 years as on the original date of Bid opening:&lt;br&gt;a) Completion of similar construction / erection work of minimum 05 Km in up to two work orders of 132 KV or higher voltage class transmission line.</td>
<td>Certificate(s) issued by user(s)/ purchaser(s) containing the detail of execution of work with their voltage class.</td>
</tr>
<tr>
<td>3.</td>
<td><strong>FINANCIAL POSITION</strong>&lt;br&gt;The Net Worth of the Bidder for last three (3) years should be positive.</td>
<td>Certified copy of CA showing Net worth of last three years.</td>
</tr>
<tr>
<td>4.</td>
<td>The Bidder should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or judicial officer, should not have business activities suspended, should not be blacklisted by any agency / utility, should not have a conflict of interest.</td>
<td>Declaration in Annexure B</td>
</tr>
</tbody>
</table>
2.03: SUBLETTING AND ASSIGNMENT:
The supplier shall not sublet the work without prior consent in writing of the purchaser transfer or assign the contract, or any part thereof, interest therein or benefit or advantage whatsoever, provided never the less that any such permission granted to the supplier shall not relieve him from any obligation, duty or responsibility under the contract.

2.04: PRICE:
The bidder must quote prices in figures in percentage above or below on total estimated cost of work based on RVPN BSR 2015. GST shall be paid extra as per applicable rate.

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

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

(B) Balance 10% payment due will be made after a period of one year of Completion of work satisfactory accepted by the Engineer In-charge of the work.

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

i) Contract Agreement and its acceptance by the Purchaser

ii) CPF Schedules of the workers of the Contractor or Registration Certification of the Firm/Contractor with the PF Commissioner & monthly statement of depositing the CPF of his employees with the PF Commissioner as per Clause 2.08.

iii) A Copy of certificate of registration of GST.

2.06: LABOUR LAWS:
Contractor shall maintain a valid labour license under the Contract Labour (Regulation & Abolition Act) for employing necessary manpower required by him. In the absence of such license, the contract shall be liable to be terminated without assigning any reasons thereof.

NOTE:- "All contracts / Contractors with the Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and extension of benefit to such workers under the Act. Deductions of cess at source will be made as per provisions of the said Act, in force from time to time."

2.07: INCHARGE OF WORK:
The Assistant Engineer (T&C), Ajmer shall be the officer In-charge of the work. They will give the layout, issue the material, supervise the work and verify the bills of the contractor and attend all other matters pertaining to this contract.

2.08: CONTRACT DOCUMENTS/ AGREEMENT
You shall have to execute the Contract Agreement within 15 days from the date of receipt of detailed work order on Non-judicial stamp paper as per stamp duty applicable in Government of Rajasthan along with copy of detailed Work Order. It is advised that each and every page of relevant documents are signed by authorized person with stamp.

2.09: CONTRACTOR EMPLOYEES PROVIDENT FUND:
The contractors registered with PF Commissioner will only be qualified to participate in the bid. The contractor shall have to submit a certificate every month that he is an establishment covered under the employees provident fund and miscellaneous provisions act.1952 and is having a separate code number with
the Provident Fund Commissioner and also that the Provident Fund contribution in respect of all the employees employed by him 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 challans of deposits. In case of failure, RVPN shall be entitled to deduct as per rule from his bills.

2.10: LABOUR INSURANCE:
The contractor is to insure that against personal injury to or the death of any person engaged by the contractor or agent of the contractor under an Employer's liability or such analogous policy of at least Rs. 1.00 Lakh or such greater amount as may be required by law or such amount as may be stated in the order. All risks insurance in the joint names of the contractor and the company for the works for no less than the full reinstatement value of the works and shall maintain such insurance up to completion of the work. If contractor fails to effect or maintain any insurance required to produce evidence to that effect the company may its option insure on behalf of the contractor and deduct as a debt the premiums paid from any money payable to the contractor. The insurance policies is subject to acceptance of SE (T&C), Ajmer

2.11: DELAY IN COMPLETION:
a) The time for and the date of completion specified in the work order shall be deemed to be essence of the contract and the work shall have to be completed not later than the period specified therein. If the contractor fails to complete the work or any part thereof within the specified completion period, the NIGAM shall be entitled at his option.

(i) To recover from the Contractor, 1/4 % (quarter percent) per week or part thereof for first four weeks and 1/2% (half percent) per week or part thereof for remaining period of delay on whole contract value subject to maximum of 5% (five percent).

(ii) After completion of the work the AEN (T&C), Ajmer incharge of the works should submit the detailed report to the SE(T&C), Ajmer indicating the delay in execution of the work activity wise on weekly basis.

(iii) To cancel the contract and if so desired to complete the Modification works by other agencies at the risk & cost of the contractor.

2.12: EXTENSION IN COMPLETION PERIOD:
Any delay due to natural hindrance such as flood/rains/storms etc. and not arranging required shut down / material by department will not attract the penalty clause. Any delay due to stoppage of the work by the Nigam will be compensated by way of extension of the completion time.

2.13: INSPECTION:
Representative of the ZCE (T&C)/SE (T&C/QC&Insp.)/Engineer In-Charge will be free to visit your work site. He will also be free to verify your work as and when required.

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

2.15: DAMAGING OF NIGAM's MATERIAL/SAFETY MEASURES:
The contractor shall be responsible for the safe working at site so as to avoid any chance of damages to the Nigam's material / installations at site and also no injury to any of his worker. In case of any damages to Nigam material/installation/property the losses shall be recovered from the contractor. The contractor shall be fully responsible for the safety of his workers and RVPN shall not be responsible for any type of accident minor or fatal to any person at works site. The staff insurance charges, if any, shall be borne by the contractor.
2.16: **ERECTION INSURANCE:**
The contractor shall be responsible for the safe custody of all the material as well as material related to EHV line issued by Nigam for above work till taking over of EHV line materials. You shall take suitable storage cum erection insurance cover of the cost of the material of entire work, such insurance will cover destruction, loss by theft, damage in transit/during erection or otherwise by fire, flood or under exposure to the weather or through riots, civil commotion for the full value thereof until taken over. The material shall be issued only after production of valid insurance policy and indemnity bond for the material taken over by you for erection. The insurance may be arranged by the contractor prior to issue of line material to him & shall remain valid up to fifteen days from the date of handing over of the line to the Engineer incharge.

2.17: **DISTRIBUTION OF MATERIALS:**
The Contractor has to take delivery of the materials directly from the NIGAM's store at AEN (T&C) Ajmer and handle them carefully and transport them to the location where these will be erected. He will be responsible for any damage to or loss of the equipments/ materials at any stage during transportation or erection. The materials that will be issued by the NIGAM will be on “as is where is” conditions at site stores of the purchaser. The materials shall normally be issued during working hours. The contractor shall have to furnish an indemnify bond worth Rs. 100/- for material taken over by him.

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

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

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

2.21 **FINANCIAL LIABILITY:**
The Contractor shall also be responsible for financial liability which may accrue to him or his personnel and Nigam's personnel during the course of the contract. The Contractor shall also be liable to pay any statutory taxes/ levies and duties etc. of the State/ Central Govt. which may accrue during the course of Contract or in the future related to the contract.

2.22 **GENERAL LIABILITY:**
The Contractor shall be liable for any damage, theft, missing of his own equipment, T&P material etc. as well as to the Nigam's material, T&P and Equipments during the course of execution of the work.

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

2.24 **DEDUCTION FROM CONTRACT PRICES:**
The amount of all cost/ damage or expenses or other sums which under a particular contract shall be payable by the Contractor and shall be deducted from the Contractor's amount due or becoming due under any other contract without prejudice to the Nigam's right to recover the same by ordinary process of law.
2.25 SAFETY MEASURES:
As the work involves working in the live switchyard, therefore, the Contractor shall follow all safety methods of working so that there is no damage to Nigam's properties and also no injury to any of the workman working in the yard. The Contractor shall be fully responsible for the safety of his worker as well as any other workman working in the switchyard and RVPN shall not be responsible for any type of accident (Minor or fatal) at the work site and Insurance charges of his staff and employees etc. shall be borne by the Contractor. The Contractor shall take up all the work in the yard only after taking written permission to do work from the Shift In-charge and shall work in the presence of RVPN Representative.

2.26 CONTRACTOR TO INDEMNIFY THE NIGAM:
The contractor shall indemnify the NIGAM & every member, officer and employee of the NIGAM, also Engineer-in-charge and his staff against all actions proceedings, claims, demands, costs and expenses whatsoever, arising out of or in connection with the matters referred herein above elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the NIGAM or Govt. for or in respect of performance of his obligation under the contract documents. The NIGAM shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor, and the contractor shall indemnify and keep indemnified the NIGAM against all claims, demands, proceedings, cost, charge and expenses whatsoever in respect thereof or in relation thereto.

Superintending Engineer (T&C)
RVPN, Ajmer.

Date ...............  
Place ...............  
I/we here by accept the above Terms & Conditions

Authorized Signatory  
(with Name and Stamp of  
the contractor/Bidder)
G Schedule for modification & raising of height of existing 132 KV S/C Kishangarh – Phulera line at location no. 227-228 as deposit work of PWD Division Laxmangarh (Project Code: MLIN/18.13) BSR Ref: VPN/SE(TLPC) /XEN/TL-A4/BSR/D. 856 dt 25.06.2015

<table>
<thead>
<tr>
<th>SAP Code</th>
<th>Particulars</th>
<th>Unit</th>
<th>Rate</th>
<th>Qty</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Excavation</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Excavation, excluding back filling, including shoring, shuttering, dewatering, etc. upto the required depth as per foundation specification / drawings.</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>PRJ1192</td>
<td>(i) Normal Soil.</td>
<td>CUM. 60</td>
<td>259</td>
<td>259</td>
<td>15,540.00</td>
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<tr>
<td>PRJ1191</td>
<td>(ii) Murrar/Black Cotton/hard Soil</td>
<td>CUM. 50</td>
<td>548</td>
<td>548</td>
<td>27,400.00</td>
</tr>
<tr>
<td></td>
<td>Setting of Template &amp; Stub/ Anchor Bolt</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Setting of template &amp; stub/anchor bolt &amp; removal after concreting, excluding cost of excavation and concreting but including back filling with excavated/ borrowd earth (with lead &amp; lift) in layers with ramming and watering as per specification.</td>
<td></td>
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<tr>
<td></td>
<td>(A) 132 KV single Circuit Tower upto +6m. extension.</td>
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<td></td>
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<tr>
<td>PRJ1233</td>
<td>(i) Tangent Tower (TTA)</td>
<td>No. 2</td>
<td>2,564</td>
<td>2,564</td>
<td>5,128.00</td>
</tr>
<tr>
<td></td>
<td>Concreting:</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Providing and laying cement concrete for all types of foundation as per latest ISS:456 including cement, sand, stone aggregate 20mm nominal size, water etc., preparing surfaces, shuttering, mixing, placing, ramming, curing, finishing as per specification and Drawing</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>PRJ1058</td>
<td>(ii) 1:3:6 Mix</td>
<td>CUM. 1.5</td>
<td>8,525</td>
<td>8,525</td>
<td>12,787.50</td>
</tr>
<tr>
<td>PRJ1057</td>
<td>(iii) 1:2:4 Mix</td>
<td>CUM. 7</td>
<td>8,784</td>
<td>8,784</td>
<td>61,488.00</td>
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<tr>
<td></td>
<td>Steel reinforcement:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>PRJ1069 Cutting, bending, welding of joints if required, fixing and placing of steel reinforcement as per specification and drawings including material.</td>
<td>MT. 0.3</td>
<td>61,496</td>
<td>61,496</td>
<td>18,448.80</td>
</tr>
<tr>
<td></td>
<td>Earthing:</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>(B) Earthing of towers leg with counter poise type earthing excluding supply of materials but including excavation and backfilling in all type of soil.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRJ1083</td>
<td>(i) each set of laying 4 wires each 15 m long at a depth of 600 mm.</td>
<td>SET 2</td>
<td>1,960</td>
<td>1,960</td>
<td>3,920.00</td>
</tr>
<tr>
<td></td>
<td>Erection of towers:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Erection of super structures including D-shakles, ACD, Hangers, U-Bolts, step bolts, danger plate, phase plate, number plate etc. also including tack welding of bolts &amp; nuts upto bottom cross arm/beam level including application of Zinc Rich Paint.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>PRJ1158</td>
<td>(i) Tangent Tower (TTA)</td>
<td>No. 2</td>
<td>9,504</td>
<td>9,504</td>
<td>19,008.00</td>
</tr>
<tr>
<td>Description</td>
<td>No.</td>
<td>Rate</td>
<td>Amount</td>
<td></td>
<td></td>
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<td>-----------------------------------------------------------------------------</td>
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<tr>
<td>Erection of 6 mtrs extension including tack welding of all bolts &amp; nuts and application of Zinc Rich Paint.</td>
<td></td>
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<tr>
<td><strong>(A) 132KV Single Circuit Tower</strong></td>
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<td></td>
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<tr>
<td><strong>DISMANTLING OF TOWERS</strong></td>
<td></td>
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<tr>
<td>Dismantling of super structures along with extensions having tack welded Bolts &amp; Nuts, including removing of D shackles, hangers, U-Bolts, step bolts, ACD, Danger plate, number plate, Phase plate of tower including transportation from site to our store and stacking of all material</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PRJ1129 (i) Tangent Tower (TTA)</strong></td>
<td>2</td>
<td>3,169</td>
<td>6,338.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>RESTRINGING OF CONDUCTOR / EARTH WIRE:</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>PRJ1198 Dismantling of ACSR Panther Conductor:- Dismantling of vibration damper and Armour Rods, fittings in rollers, de-tensioning, holding and lowering of conductor, de-hoisting of insulator string as required adding / removing and jointing of conductor, hoisting of insulator string lifting of conductor in roller and re-tensioning, jointing, fitting of armour rods and vibration dampers and clamping per route KM of the line section to be restrung dismantled material not re-used to be deposited in our store and stacked (i) 3 conductors of S/C Line</td>
<td>KM. 1</td>
<td>39,660</td>
<td>39,660.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRJ1202 Dismantling of Earth Bonds, Vibration Dampers, declipping &amp; fitting in rollers, de-tensioning, holding and lowering of earth wire, adding / removing and jointing of earth wire lifting in to rollers and re-tensioning, jointing, clipping and fitting of vibration dampers and earthbond per route KM of line section to be restrung dismantled material not re-used to be deposited in our store and stacked (i) one no. 7/3.15 mm galvanized wire</td>
<td>KM. 1</td>
<td>6,713</td>
<td>6,713.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BSR Cost of work TOTAL (A)** 245661.30

Superintending Engineer (T&C),
RVPN, Ajmer

Bidder must quote here:

**BSR Cost of work TOTAL (A)** 245661.30

Bidder quote here (above/below (+/-) in %...........) (B)

**TOTAL (A+B)**

GST @ .......... %

Grand Total including GST

In words

Date & place .................

I/we here by accept the above quoted rate

Authorized Signatory
(with Name and Stamp of the contractor/Bidder)
Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

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

Conflict of Interest:

The Bidder participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

Declaration by the Bidder

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of the legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date: 
Place 

Signature of bidder
Name:
Designation:
Address:

[Signature]
Grievance Redressal during Procurement process

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

(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 filled 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.
(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) **Fee of filing Appeal**
(a) Fee of first appeal shall be rupees two thousand five hundred plus GST extra as applicable and for second appeal shall be rupees ten thousand plus GST extra as applicable, which shall be non-refundable.
(b) The fee shall be paid in the form of bank demand draft or banker's cheque of the Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) **Procedure for disposal of Appeal**
(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall—
(i) hear all the parties to appeal present before him; and
(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
(d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.
FORM No. 1
[See rule 83]

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

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

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

i. A Bid

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

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

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

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

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

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

7. Prayer: ............................................................................................................................

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

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

Appellant’s Signature