



**RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM  
LTD.**

**OFFICE OF THE EXECUTIVE ENGINEER (T&C),**

Near Gulab Bagh, Old Power House, Udaipur

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NO.RRVPN/XEN/(T&C)/UDR/TECH/F. 10 (2016-17) /D. 532 Dt. 16-01-17

**NOTICE INVITING LIMITED BID**

Limited Sealed tenders are invited from the Eligible and Experienced Contractors for Hiring of transformer oil tank (min. 20000 Ltr. Capacity) including transportation of tank for oil filtration work of transformer oil at 220 KV GSS Amberi, Udaipur.

<b>Specification number.</b>	RRVPN/XEN/C&M/ T&C/UDR/ TECH/ PURCHASE /NIB No. 10/2016-17
<b>Name of the work</b>	Providing the tank of capacity min. 20 KL on per day rent basis including transportation charges. Quantity -01 nos. (for 10 days appx.) at 220 KV GSS AMBERI,UDAIPUR
<b>Due date of submission of tenders</b>	Up to 03.00 PM on 24/01/2017
<b>Date of opening of tenders</b>	At 3.30 PM on 24/01/2017
<b>Period of completion.</b>	Within 01 month from date of issue of work order.
<b>Name of contract.</b>	HIRING OF OIL TANK (20 KL) AT 220 KV GSS AMBERI,UDAIPUR
<b>Estimated cost</b>	Rs. 100000/-
<b>Tender cost</b>	Not applicable
<b>Earnest money</b>	Not applicable

Encl: G' Schedule and Instruction to the contractor.

**EXECUTIVE ENGINEER  
(T&C) RRVPN, UDAIPUR**


**G SCHEDULE OF WORK & PRICES**

Hiring of Oil tank of min. capacity 20,000 ltr. for storage work of fresh oil of 220/132KV, 160 MVA  
Power Transformer at 220 KV GSS Amberi

S.No.	Particulars	Quantity	Estimated rate in Rs.	Estimated Cost in Rupees
1	Providing the Tank of capacity min. 20 KL capacity on per day rent basis including transportation charges.	1 Nos. Tank for 10Days	10000 Per Tank Per Day	1,00,000.00
	<b>TOTAL</b>			<b>1,00,000.00</b>

Rates are taken as per previous work order given on CLRC to M/S Shaktiputra Industrial Services Beawar vide letter No 74 Dt. 15/04/2015.

In words:- (Rupees One Lac only)

  
**Executive Engineer (T&C)**  
**RVPNL, 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:

- 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 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 contractor's account.
- (II) The Service Tax, if levied, shall be to the contractor's account. RVPNL 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. The purchaser (RVPNL) reserves the right of revising the same at the time of placing the order to the 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. All

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 Rajya Vidyut Prasaran Nigam Ltd., Jaipur.
- ii) TENDERER: The "Tenderer" shall mean and include one or more persons or any firm or a 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), RVPN, 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 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 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 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 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 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 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, 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 on 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 & 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 authority 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, the 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 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 Act 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 or 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 RVPN 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 contractor 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 schedule bank for an amount equivalent to the 10% of the contract value on Non judicial stamped paper of Rs. 100000 duly authenticated either by the 1st Class Magistrate or Notary public or directly confirmed by the issuing bankers.

2.27 INCHARGE OF WORK:

The **Assistant Engineer,132 KV GSS SUKHER, UDAIPUR under the control of Executive Engineer(T&C),RVPL, 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 the 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