The following bid specific data for the Augmentation work of 132/33 KV, 40/50 MVA Power transformer along with associated equipments in place of 20/25 MVA transformer at 132 KV GSS, Shahjahanpur along with replacement of Single Zebra Bus with Twin Zebra Bus and erection of 132 kV Bus CVTon Labour rate contract basis, BSR-2017 (Revision on 03.10.2019):

<table>
<thead>
<tr>
<th>S. No</th>
<th>Bid Data Details</th>
<th>Page No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Procurement Authority/Committee</td>
<td>PC-E-4, i.e. XEN (T&amp;C), AAO/Jr.Acctt. (T&amp;C), Alwar &amp; AEN (T&amp;C), Bhiwadi.</td>
</tr>
<tr>
<td>2</td>
<td>Name of Office: XEN (T&amp;C), RVPN, Alwar</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Name of Project/ Works</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Description of Works</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>Estimated Cost of Works</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>Tender Specification Cost</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>Bid Security</td>
<td>3</td>
</tr>
<tr>
<td>8</td>
<td>Validity</td>
<td>3</td>
</tr>
<tr>
<td>9</td>
<td>Important Dates</td>
<td>3</td>
</tr>
<tr>
<td>10</td>
<td>Qualifying Requirement</td>
<td>15-16</td>
</tr>
<tr>
<td>11</td>
<td>Schedule Period of Completion and Penalty Clause</td>
<td>Section-I, P-17 &amp; Section-II, P-22 to 23</td>
</tr>
<tr>
<td>12</td>
<td>Labour Laws</td>
<td>Section-II P-24</td>
</tr>
<tr>
<td>13</td>
<td>G-Schedule of Works (BOQ)</td>
<td>P-4 to P-10</td>
</tr>
<tr>
<td>14</td>
<td>Criteria for Bid Evaluation:-</td>
<td>On Basis of Lowest Price Bid of Qualified Bidders in Techno Commercial Bids</td>
</tr>
<tr>
<td>15</td>
<td>Guarantee</td>
<td>Section-II, P-24</td>
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</table>
# INDEX

<table>
<thead>
<tr>
<th>S.NO</th>
<th>PARTICULARS</th>
<th>PAGE. NO</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>&quot;G SCHEDULE&quot; (BOQ)</td>
<td>04 to 10</td>
</tr>
<tr>
<td>2</td>
<td>GENERAL TERMS &amp; CONDITIONS</td>
<td>11 to 12</td>
</tr>
<tr>
<td>3</td>
<td>SECTION-I &quot;INSTRUCTION TO BIDDERS&quot;</td>
<td>13 to 18</td>
</tr>
<tr>
<td>4</td>
<td>SECTION-II &quot;GENERAL CONDITIONS OF CONTRACT INCLUDING ERECTION&quot;</td>
<td>19 to 26</td>
</tr>
<tr>
<td>5</td>
<td>ANNEXURE-I PRE BID QUERIES FORMAT</td>
<td>27</td>
</tr>
</tbody>
</table>
TENDER SPECIFICATION OF OPEN BID NO-1237001909

Off-Line, Sealed Tenders are invited for Augmentation work of 132/33 kV, 40/50 MVA Power Transformer at 132 kV GSS RVPN, Shahjahanpur (Alwar), (Rajasthan), along with replacement of Single Zebra Bus with Twin Zebra Bus and erection of 132 kV Bus CVT on Labour rate contract basis, BSR-2017 (Revised from 03.10.2019). Tenders have to be submitted in a Sealed/Pasted envelope only to this office up to scheduled dates as mentioned below. The tender document/ specification can be purchased from this office or may be downloaded from below mentioned website.

**GENERAL DETAIL OF WORKS:**

<table>
<thead>
<tr>
<th>A</th>
<th>BID No.</th>
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<tbody>
<tr>
<td></td>
<td>1237001909</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>B</th>
<th>Work Description</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Augmentation work of 132/33 kV, 40/50 MVA Power Transformer at 132 kV GSS RVPN, Shahjahanpur (Alwar), along with replacement of Single Zebra Bus with Twin Zebra Bus and erection of 132 kV Bus CVT (Rajasthan), on Labour rate contract basis, BSR-2017 (Revised from 03.10.2019)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C</th>
<th>Cost of Tender Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rs. 750/- + 18% GST Rs 135/- = Rs 885/- (Rupees Eight Hundred Eighty Five Only)</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>D</th>
<th>Bid Security</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rs3729/- (Rupees Three Thousand Seven Hundred Twenty Nine Only)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rs. 1,86,411/- (As per G-Schedule Rs157975/- + 18% GST Rs28436/- = Rs.186411/-) (Rupees One Lakh Eighty Six Thousand Four Hundred Thirty Six Only)</td>
</tr>
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</table>

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<thead>
<tr>
<th>F</th>
<th>Validity</th>
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<tbody>
<tr>
<td></td>
<td>120 days after the date of Opening of Price Bid</td>
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</table>

**IMPORTANT DATES:**

<table>
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<tr>
<th>S. No</th>
<th>Events</th>
<th>Date &amp; Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Date of downloading/Purchasing of tender specification</td>
<td>From 16.12.2019 (10.00 Hrs) to 23.12.2019 (13.00 Hrs)</td>
<td><a href="http://energy.rajasthan.gov.in/rvpn/">http://energy.rajasthan.gov.in/rvpn/</a> &amp; <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> or may be purchased from Office of the XEN (T&amp;C), 220 KV GSS Premises, New RVPN Building, Kali Mori, Alwar-301001</td>
</tr>
<tr>
<td>(ii)</td>
<td>Deposit of Cost of Tender Specification, Cost &amp; Bid Security</td>
<td>Up to 23.12.2019 (13.00 Hrs)</td>
<td>XEN (T&amp;C), 220 KV GSS Premises, New RVPN Building, Kali Mori, Alwar-301001</td>
</tr>
<tr>
<td>(iii)</td>
<td>Date &amp; Time of pre-Bid meeting along with Pre-bid Queries</td>
<td>19.12.2019 at 15.00 Hrs</td>
<td>Office of the XEN (T&amp;C), RVPN, Kali Mori Power House, 220 KV GSS Premises, Alwar-301001, Email: <a href="mailto:xen.cm.alwar@rvpn.co.in">xen.cm.alwar@rvpn.co.in</a></td>
</tr>
<tr>
<td>(iv)</td>
<td>Last date &amp; time of submission of Off line bid</td>
<td>23.12.2019 up to 14.00 Hrs</td>
<td>As above</td>
</tr>
<tr>
<td>(v)</td>
<td>Opening of Bid</td>
<td>23.12.2019 at 15.00 Hrs</td>
<td>As above</td>
</tr>
</tbody>
</table>

(Signature of Contractor)

Executive Engineer (T&C)
RVPN, Alwar
ANNEXURE - A

(Price Bid) (G-Schedule) (BOQ)

"G- SCHEDULE" for for Augmentation work of 132/33 kV, 40/50 MVA Power Transformer at 132 kV GSS RVPN, Shahjahanpur (Alwar) along with replacement of Single Zebra Bus with Twin Zebra Bus and erection of 132 kV Bus CVT, on Labor Rate Contract BSR-2017", revised from 03.10.2019."

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Work</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate as per BSR in Rs.</th>
<th>Amount in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part-A</strong></td>
<td><strong>Erection Works</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1</strong></td>
<td>Erection of 132 KV Class EHV transformer (Tank already placed on foundation with wheels), including transportation of accessories from site store to locations, erection of HV, LV, IV &amp; neutral bushings, main &amp; OLTC conservators, radiators, equalizing pipe line, marshaling kiosk etc., as per manufacturer's drawing, preparation of oil, oil filling, dehydration of transformer (filter machine, oil tank &amp; operating staff shall be provided by RVPN), electrical wiring from individual equipment e.g. Buchholz relay, MOLG, OSR etc to marshaling kiosk etc., but excluding testing &amp; commissioning of transformer</td>
<td>1</td>
<td>Nos.</td>
<td>42089</td>
<td>42089.00</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Laying of Earth mesh with 25 mm /28 mm dia. M.S. rod at a depth of 0.80 mtr. From top level of foundation, including excavation of trench of required depth and back filling of the same, transportation of M.S. rod from site store to locations, welding of M.S. Rod to M.S Rod along the length, at crossings and with earth electrodes as per drawing, application of bitumen compound and covering with bitumen impregnated tape on all welded joints for the type of soil prevalent at 0.80 mtr., below top level of foundation (M.S. Rod of above sizes and M.S. flat as required shall be made available by RVPN).</td>
<td>150</td>
<td>Mtrs</td>
<td>25.70</td>
<td>3855.00</td>
</tr>
<tr>
<td><strong>3</strong></td>
<td>Placing / driving of earth electrodes of 25/28mm dia MS Rod of length 3.30 Mtrs. Approx to a depth of 3.80 Mtrs. from the top level of the foundations, including excavation of pit as required and back filling</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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\[Signature\]
of the same, transportation of MS Rod from site store to locations, Cutting of MS Rod to desired length, preparation of one end as spike if necessary, welding of earth electrodes to earth mesh of MS Rod as per drawing, application of bitumen compound and covering with bitumen impregnated tape on the all welded joints, for the type of soil prevalent at 3.80 Mtrs. below top level of foundations (MS Rod of above sizes and MS Flat as required shall be made available by RVPN).

(a) In case electricity is made available by RVPN without charges.

<table>
<thead>
<tr>
<th>(1) Normal Dry Soil</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Laying of earthing risers of 50x6mm/50x10mm/50x12mm size M.S. flat at a depth of 0.80 mtrs. From top level of foundation, including excavation of trench of required depth and back filling of the same, transportation of m.s. flat from site store to locations, preparation of risers bending as per requirement (after heating if necessary) fixing on and welding/bolting to equipment/structure and peaks of structures, laying in the trench, welding to the earth mesh of M.S. rod as per drawing including welding of extra length of M.S. Flat if required, application of bitumen compound and covering with bitumen impregnated tape on all welded joints, painting of all surfaces of risers above ground level with red oxide and green paint, for the type of soil prevalent at 0.80 Mtrs. below top level of foundations. (M.S. Rod of above sizes and M.S. flat as required shall be made available by RVPN.)</td>
</tr>
<tr>
<td>20 Nos</td>
</tr>
<tr>
<td>273.10</td>
</tr>
<tr>
<td>5462.00</td>
</tr>
</tbody>
</table>

(a) In case electricity is made available by RVPN without charges

<table>
<thead>
<tr>
<th>(1) Normal Dry Soil</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Laying of ACSR Conductor ( 03 Nos, Y type ) between bus to equipment or between equipment to equipment or between bus to bus including transportation of conductor, disc insulator and hardware from site store to locations, cleaning and assembly of Disc insulators as required along with fitting of suspension H/W &amp; ejection as required, cutting required length of conductor, making connection fixing of spacers &amp; spacers T clamps as required tightening of clamps and connectors, dressing etc. for three phases</td>
</tr>
<tr>
<td>200 Mtrs</td>
</tr>
<tr>
<td>28.40</td>
</tr>
<tr>
<td>5680.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Any Conductor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
<tr>
<td>111.00</td>
</tr>
<tr>
<td>3441.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTROL CABLES:- Laying of PVC insulated un-armored control cables of 1.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>31 each</td>
</tr>
<tr>
<td>111.00</td>
</tr>
<tr>
<td>3441.00</td>
</tr>
</tbody>
</table>
KV grade with copper conductor in cable trenches as per specification as required, including transportation of cable drums from site store to location, laying in cable trenches, cutting to required length, placing them on cable racks/cable tray/cable batten & dressing, including removing & re-fixing trench covers as required, making necessary connections, testing cable marking on both the terminating ends etc. as required for all size 2x2.5 sq.mm to 20x2.5 sq.mm, 4x4 sq.mm, 4x6 sq.mm.

(A) Un-armored control cables

| Mtrs. | 3000 | 5.00 | 15000.00 |

Erection of Current Transformer/ Potential Transformer/ Capacitive Voltage Transformer/ Series Reactors/ Residual Voltage Transformer/ Neutral Current Transformer with clamps and connectors on already erected steel structure including transportation from site stores to locations. Fabrication of base frame, fixing of terminal connectors, tightening of nuts & bolts etc. complete in all respect.

7

(i) 132 KV CT/CVT

| Nos. | 1415.00 | 8490.00 |

(ii) 33 KV CT/PT

| Nos. | 532.00 | 1596.00 |

ERECITION OF ISOLATORS ON ALREADY ERECTED STEEL STRUCTURE INCLUDING TRANSPORTATION OF BASE FRAME, P.I.S, CONTACTS, MECHANISM BOX, CLAMPS & CONNECTORS ETC. FROM SITE STORES TO LOCATIONS. MINOR FABRICATIONS AS REQUIRED AND FIXING OF TERMINAL CONNECTORS ETC. ADJUSTMENT/ALIGNMENT OF ISOLATOR AND ITS EARTH BLADE, IF PROVIDED, FOR THEIR SMOOTH OPERATION AND FINAL ADJUSTMENT IF REQUIRED AFTER JUMPERING.

8

132KV

a) With Earth blade

| Nos. | 3045.00 | 3045.00 |

33 KV or 11 KV

a) Without Earth blade

| Nos. | 916.00 | 2748.00 |

ERECITION OF CONTROL & RELAY PANEL COMPLETE IN ALL RESPECT INCLUDING TRANSPORTATION FROM SITE STORE TO CONTROL ROOM PLACING ON FOUNDATION / CABLE TRENCH AS PER LAY OUT INTER CONNECTION BETWEEN CONTROL & RELAY PANEL AND WITH EXISTING PANEL FIXING OF SIDE/ TOP COVER & DOORS EARPING TO EXISTING EARTH STRIP IN CONTROL ROOM CONNECTION OF BUS WIRING TO EXISTING PANEL & BETWEEN CONTROL & RELAY PANEL AS REQUIRED

9

a. Duplex Panel

| Nos. | 1265.00 | 1266.00 |

b. Simplex panel, RTCC Panel

| Nos. | 632.00 | 1264.00 |

ERECITION OF MARSHALING KIOSK-LMU COMPLETE IN ALL RESPECT INCLUDING TRANSPORTATION FROM SITE STORE TO LOCATION, PLACING ON FOUNDATION/CABLE TRENCHES AS PER LAY OUT, PREPARING FOR GROUTING OF FOUNDATION BOLT BUT EXCLUDING GROUTING ETC.
<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) 132 KV MK</td>
<td>1</td>
<td>Nos.</td>
<td>374.00</td>
<td>374.00</td>
</tr>
<tr>
<td>(ii) 33KV MK</td>
<td>1</td>
<td>Nos.</td>
<td>192.00</td>
<td>192.00</td>
</tr>
<tr>
<td>Bus bar work :- Stringing of 132 KV/33KV bus bar of ACSR conductor including transportation of conductor disc Insulator &amp; tension H/W from site store to location, laying &amp; cutting required length of conductor cleaning and assembly of disc insulator as required along with filling of bolted type or compression type tension H/W as made available (compression machine shall be provided by RVPN on rent free basis) making up at one end stringing of conductor between the beams with the specified sag &amp; tension also equalizing sag and fitting spacers &amp; spacers T clamps or twin conductor for three phases of conductor in each bus section.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Any Double Conductor</td>
<td>2</td>
<td>Secti on</td>
<td>1758.00</td>
<td>3516.00</td>
</tr>
<tr>
<td>ERECTION OF SUB STATION STEEL STRUCTURES, Columns, beams, lighting mast and equipment structures (excluding Circuit Breakers and Capacitor Banks) of all types including transportation of structure members, nuts &amp; Bolts, washers, etc. from site store to locations, their assembly, placing on foundation, fixing of template, with foundation bolts as required, leveling and preparing for grouting as required, but excluding grouting, erection after grouting and tightening and punching of nuts &amp; bolts. (Maximum height of structures up to 20 Mtrs.)</td>
<td>1.5</td>
<td>MT</td>
<td>2321.00</td>
<td>3481.50</td>
</tr>
<tr>
<td>Erection of 33 KV or 11 KV Circuit Breakers including transportation of equipment, structure members, nuts &amp; bolts, clamps &amp; connectors, etc. from site store to location, assembly of support structure, their placing on foundation, leveling and preparing for grouting as required, but excluding grouting, assembly/placing of poles, mechanism box, etc. on support structure as per manufacturer's drawings, fitting of terminal connectors, etc. but excluding commissioning of CB. 33 KV or 11 KV outdoor type (VCB/SF6)</td>
<td>1</td>
<td>Nos.</td>
<td>7404.00</td>
<td>7404.00</td>
</tr>
<tr>
<td>Fixing of control cables in position with single compression nickel plated brass cable glands confirming to IS : 12943 &amp; having three metal washers and one rubber ring, including preparation of cable and drilling of corresponding holes in gland plates, etc. as required &amp; including cost of cable glands, for each cable gland of size a). 19 sq. mm un-armored control cables</td>
<td>36</td>
<td>Nos.</td>
<td>44.00</td>
<td>1584.00</td>
</tr>
<tr>
<td>b). 25 sq. mm un-armored control cables</td>
<td>36</td>
<td>Nos.</td>
<td>67.00</td>
<td>2412.00</td>
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c). 32 sq. mm un-armored control cables

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<th>Qty</th>
<th>Unit</th>
<th>Rate (Rs)</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Termination of wires of cables with copper conductor using copper terminal ends (pin or ring type as required of Dowell's or equivalent make as approved by the Engineer-In-Charge) duly cramped with crimping tool, including making wire ends ready for crimping, ferruling &amp; dressing of wires, etc., as required, including cost of terminal ends for all wires, for each cable at both ends for cables of the following sizes.</td>
<td>16</td>
<td>Nos.</td>
<td>96.00</td>
<td>1536.00</td>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate (Rs)</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) 2.5 sq. mm for 4 Core</td>
<td>80</td>
<td>Per</td>
<td>11.00</td>
<td>880.00</td>
</tr>
<tr>
<td>b) 2.5 sq. mm for 18 Core</td>
<td>216</td>
<td>Per</td>
<td>11.00</td>
<td>2376.00</td>
</tr>
<tr>
<td>c) 4 sq. mm for 4 Core</td>
<td>80</td>
<td>Per</td>
<td>14.00</td>
<td>1120.00</td>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate (Rs)</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total cost of Erection works</td>
<td></td>
<td></td>
<td></td>
<td>118810.50</td>
</tr>
<tr>
<td>Say Rs. (Total of Part-A)</td>
<td></td>
<td></td>
<td></td>
<td>118811/-</td>
</tr>
<tr>
<td>Rupees One Lakh Eighteen Thousand Eight Hundred Eleven Only.</td>
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</tbody>
</table>

**PART-B**

<table>
<thead>
<tr>
<th>Dismantling of Equipment:-</th>
<th>Qty</th>
<th>Unit</th>
<th>Quoted Rates by bidder in Rs.</th>
<th>Amount in Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dismantling of 132 KV class EHV transformer (tank already placed on foundation with wheel ) including transportation of accessories from locations to site store, Dismantling of HV, IV LV &amp; neutral bushings, main and OLTC Conservators, Radiators, equalizing pipe line marshaling kiosk, etc as per manufacturer drawing, Drain of oil, dehydration of transformer, electrical wiring from individual equipment e.g. Buchhloz relay, MOLG, OSR, etc. to marshaling kiosk etc. If electricity is available &amp; arranged by RVPN without charges. (i) Transformer oil filled</td>
<td>1</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dismantling of Isolators on already erected steel structure including transportation of base frame, P.I.S, Contacts, Mechanism Box, Clamps &amp; Connectors etc. from locations to site stores</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) 33 KV Isolator Without E/B</td>
<td>3</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dismantling of Current Transformer/ Potential Transformer/ Capacitive Voltage Transformer/ Series Reactors/ Residual Voltage Transformer/ Neutral Current Transformer with clamps and connectors on already erected steel</td>
<td>3</td>
<td></td>
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</tr>
<tr>
<td><strong>structure including transportation</strong> locations to site store. Dismantling of terminal connectors, of nuts &amp; bolts etc. complete in all respect.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) 132 KV CT</td>
<td>3</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii) 33 KV CT</td>
<td>3</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>De-stringing of Bus bar work :- De-stringing of 132 KV/33KV bus bar of ACSR conductor including transportation of conductor disc Insulator &amp; tension H/W from location to site store, laying &amp; cutting required length of conductor cleaning and assembly of disc insulator as required along with filling of bolted type or compression type tension H/W as made available (compression machine shall be provided by VPN on rent free basis) making up at one end string of conductor between the beams with the specified sag &amp; tension also equalizing sag and tension also equalizing sag and fitting spacers &amp; spacers T clamps or twin conductor for three phases of conductor in each bus section. Single ACSR Zebra/Panther</td>
<td>2</td>
<td>Sec.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dismantling of Jumping of ACSR Conductor ( 03 Nos. Y type ) between bus to equipment or between equipment to equipment or between bus to bus including transportation of conductor, disc insulator and hardware from location to site store, cleaning and assembly of Disc Insulators as required along with loosing of suspension H/W &amp; dismantling as required cutting required length of conductor, removing connection ,de-fixing of spacers &amp; spacers T clamps as required tightening of clamps and connectors etc. for three phases</td>
<td>21</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dismantling of 33 KV or 11 KV Circuit Breakers including transportation of equipment, structure members, nuts &amp; bolts, clamps &amp; connectors, etc. from location to site store, de-assembly of support structure, their dismantling from foundation, de- assembly/de placing of poles, mechanism box, etc. from support structure as per direction given, loosing of terminal connectors, etc. 1) 33 KV or 11 KV outdoor type (VCB/SF6)</td>
<td>1</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dismantling of control &amp; Relay panel complete in all respect including transportation from control room to site</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Quantity</td>
<td>Rate (Rs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>----------</td>
<td>-----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>store from foundation / cable trench as per lay out inter disconnection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>between control &amp; relay panel and with existing panel de-fixing of side/</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>top cover &amp; doors earthing to existing earth strip in control room</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>disconnection of Bus wiring to existing panel &amp; between control &amp; relay</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>panel as required</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Duplex Panel</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Simplex panel, RTCC Panel</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total cost of Dismantling Work (Part B)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Total Cost of work (Erection part A + Dismantling Part (B))</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificate: The rates have been quoted from the order No. RVPN/SE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Contracts-II)/XEN-4/F. BSR /D. 883 dated 03.10.2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rates/Amount quoted % above/below (exclusive of GST) and part B

is in item Rate.

In words

Authorized Signatory with Seal and Name of Signatory.

Name of Firm/Supplier

Address

Phone Number / Fax Number

GST Number

Name of Contact Person

Contact Number / Mobile

Date

Place

Authorized Signatory
(With Name and Stamp)

Executive Engineer (T&C)
RRVPN: ALWAR

1. The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed due date/time.

2. Furnishing of Bid Security / Exemption certificate as per clause No.1.03 of Section-I of this specification is essential otherwise the bid will not be opened.

3. (i) The bidder will have to deposit prescribed cost of tender specification by DD/Banker’s cheque payable in favor of Accounts Officer (T&C), RVPN, Alwar up to stipulated date & time in the office of the A.O (T&C), New RVPN, Building, Kali Mori Power House, Alwar-301001 and obtain a receipt thereof.

   (ii) The bidder will have to deposit prescribed Bid Security by DD/Banker’s Cheque payable in favor of Accounts Officer (T&C), RVPN, Alwar payable at ALWAR or Bank guarantee in favor of Executive Engineer (T&C), RVPN, Alwar in prescribed format (Annexure-I) up to stipulated date & time in the office of the A.O (T&C), New RVPN, Building, Kali Mori Power House, Alwar -301001 and obtain a receipt/acknowledgement thereof and they shall enclosed the receipt/acknowledgement along with their offline bid.

4. Bid security is to be furnished also by the Vendors registered with the NIGAM.

5. The Central and State Govt. undertakings/Corporations and companies are exempted from furnishing of bid security. However, they have to upload copy of certificate/documentary evidence in support of their being Govt. undertaking, with their bid.

6. Technical and Commercial deviations, if any, shall only be mentioned in Schedule-VIII Section IV 'Departure from the Specification' attached with this specification. Mentioning of such deviations elsewhere in the offer will not be considered as deviation. The printed terms and conditions of firms, if any, attached with the tender will not be considered. RVPN shall have right to accept or reject these deviations.

7. Offers of bids without relevant documents with respect to qualifying requirements shall not be considered.

8. Any cutting / over writing in the figures of tendered documents should also be clarified / indicated in words duly signed.

9. The tender documents can be purchased from this office. Details of this tender notification and pre-qualification criteria can also be seen in NIT exhibited on website http://energy.rajasthan.gov.in/rvpan. Tenders are to be submitted offline format only.

10. The bidders who are interested in bidding can download tender documents from above web site up to the stipulated date & time.

11. Bidder shall submit their offer in offline mode. However, cost of specification and Bid Security in the office of A.O (T&C) Alwar should be submitted physically, up to stipulated date & time. The tenderer shall enclosed scanned copies of receipts / acknowledgement of above fee documents along with their on-line bid.
12. Before submitting the tenders, it should be ensured that all the tender papers including conditions of contract have been signed by the tenderer.

13. OFFLINE SUBMISSION:

The tenderer have to submit their bid in 02 Covers/Envelopes comprises of

(a) Envelope 1: FEE (Photo copies)
(i) Proof of depositing cost of tender specification i.e. the receipt issued by the Accounts Officer (T&C), RVPN, Alwar on account of depositing the cost of tender specification through DD/Banker’s Cheque payable in favor of Accounts Officer (T&C), RVPN, Alwar.

(ii) (a) Proof of depositing bid security i.e. the receipt/ acknowledgement issued by the Accounts Officer (T&C), RVPN, Alwar on account of depositing bid security through DD/Banker’s Cheque payable in favor of Accounts Officer (T&C), RVPN Alwar or bank guarantee in prescribed format.
   (b) Bid security is to be furnished also by the Vendors registered with the NIGAM.
   (c) The Central and State Govt. undertaking/Corporations and companies are also exempted from furnishing of bid security. However, they have to submit copy of certificate/documentary evidence in support of their being Govt. undertaking, with their bid.

(iii) TECHNO COMMERCIAL BID (scanned copies)

The technical information has to be prepared very carefully since it will be the basis for the pre-qualification of bidders. Only relevant and to the point information should be indicated. Tenderers should neither supply information not requested in the specification nor make any comments. Failure to provide any required information, may lead to the rejection of the offer. Tenderer must read Tender Documents very carefully before signing on it. Similarly, Schedules & Section, Documents in support of qualifying requirement etc. must be signed on each & every page by the authorized representative of the firm after filling requisite information/details, desired in the specification & PQR (Pre-Qualifying Requirement).

(b) Envelope 2: FINANCE: PRICE BID

This envelope consists of G-Schedule (BOQ) for erection, testing and commissioning of Transformer. The rates/prices shall be entered in figures in % Excess / Less. These schedule(s) must be signed by the authorized representative of the firm.

14. The bidder, if is a Micro, Small or Medium enterprise as per the Micro, Small & Medium enterprise development act, 2006 (MSMED Act 2006) and registered with the authorities under the above Act for the items/services covered under this tender, then the firm has to indicate the Entrepreneurs Memorandum No. (Twelve Digit) and scanned copy of the certificate issued by the Authorities under the MSMED Act, 2006 should be submitted along with the offline bid.

15. Payment shall be made to supplier/contractor through RTGS/NEFT for quick and safe transfer of funds across the country. The charges for transfer through RTGS/NEFT shall be on the part of supplier/ contractor. The supplier / contractor shall furnish particulars to the payment making authorities of RVPN in prescribed format to be provided by the purchaser.
SECTION-I
INSTRUCTIONS TO TENDERERS

1.01 INTRODUCTION:
The tenderer, in his own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in this Tender Specification before filling the tender form. Submission of the tender shall be deemed to be the conclusive proof of the fact that the tenderer has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated / commented by him in his tender.

1.02 FILLING OF TENDERS:
(a) Tenders shall be submitted offline manual mode and the schedule to the specification shall be duly filled in. The completed forms, schedule(s) shall be considered as part of the contract documents in case of successful tenderer(s).

(b) No alteration should be made to the format / rates of the tender specification and schedules. The tenderer must comply entirely with specification.

(c) The tender and all accompanying documents shall be in Hindi/English Language and shall be signed by a responsible and authorized representative of firm. The name, designation and authority of the signatory shall be stated in the tender.

(d) Tender should be filled in only with ink or typed and must be submitted offline after signing.

(e) All additions, alterations and over-writings in the tender must be clearly initialed by the Signatory to the tender.

(f) The tenderer must quote the prices strictly in the manner as indicated herein, failing which tender is liable for rejection. The rates/prices shall be entered in figures only. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any room for doubt.

(g) The NIGAM will not be responsible to accept any cost involved in the preparation or submission of tenders.

(h) Any printed conditions of sale on the tender shall not be accepted by the NIGAM. The tenderer shall incorporate his conditions of sales, if any, in the text of the tender itself.

(i) All tenders and accompanying documents will have to be signed and submitted offline in time specified

(j) The tenderer should sign the tender form at each every page at the end.

1.02 BID SECURITY:

(a) The tenderer shall furnish prescribed Bid Security by DD/Banker’s Cheque payable in the name of Accounts Officer (T&C), RVPN, Alwar payable at Alwar or Bank guarantee in favour of Executive Engineer (T&C), RVPN, Alwar in prescribed format up to stipulated date & time and obtain a receipt/ acknowledgement thereof. No other mode of deposit shall be accepted.

(b) Any tender not accompanied by a copy of receipt/ acknowledgement for cost of Tender Specification, Fee and bid security shall be rejected and the tender will not be opened.

(c) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid(s) and signing of contract agreement and submitting performance security either in...
form of bank guarantee (B.G.) or crossed Bank Draft or by furnishing an undertaking for deduction of performance security from his each running and final bill @ 10% of the amount of the bill by successful bidder(s). In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

(d) Request for adjustments/proposal for acceptance of bid security, if any, already lying with the NIGAM in connection with some other tenders/orders shall not be entertained.

(e) No interest shall be payable on such deposits.

(f) The purchaser reserves the right to forfeit bid security or a part thereof in circumstance, which according to him indicate that the tenderer is not earnest in accepting/ executing any order placed under the specification.

(g) Bid security is to be furnished also by the Vendors registered with the NIGAM.

(h) The Bank guarantee in lieu of Bid security shall be furnished from a scheduled bank in favour of Executive Engineer (T&C), RVPNL, Alwar in prescribed format on the Rajasthan state non-judicial stamp paper of appropriate value as required under the Rajasthan stamp duty act purchased in the name of the executant’s bank duly authenticated either by a first class magistrate or notary public or directly confirmed by the issuing banker along with a certificate with regard to stamp duty and shall be furnished in acceptable form in the office of the Accounts Officer (T&C), RVPNL, Alwar, valid for 180 days with the grace period of 90 days.

(i) A pre-bid conference is also scheduled to clarify doubts within the period specified in the NIB of the Prospective bidders who have deposited the cost of bid specification as per the details mentioned. The minutes and response shall be provided promptly to all bidders and shall be published on the respective websites.

1.04 DOCUMENTS TO BE SUBMITTED WITH THE TENDER:

Each tender in offline format shall be accompanied with the following schedules, documents and the fact of their having been enclosed should be as per tender specification. All tenders and accompanying documents will have to be signed and submitted in time specified. The tender which is not accompanied by any or all of the following schedules, documents or is accompanied by incomplete annexures / schedules is liable for rejection:

(a) **Cover 1 (.pdf) : FEE (scanned copies)**
   (i) Proof of depositing cost of tender specification
   (ii) Proof of depositing bid security / Exemption certificate.

(b) **Cover 2 (.pdf): Tender Documents duly signed by the contractor/bidder (scanned copies)**
   The above information should be prepared very carefully since it will be the basis for the pre-qualification of bidders. Only relevant and to the point information shall be indicated. Failure to provide any required information may lead to the rejection of the offer. All relevant documents are to be signed on each & every page by the authorized representative of the firm after filling requisite information/details desired in the specification & PQR.

(c) **Cover 3 (.xls): PRICE BID : PRICE SCHEDULES (G-Schedule), duly signed in all respect**:
   This cover consists of G-schedules (BOQ) for erection, testing and commissioning of 220 KV or 132 KV Transformer. The tenderer must quote the prices for the subject works in which they wish to participate in the manner as indicated in the Price schedule(s), failing which tender is liable for rejection. The rates / prices shall be entered in figures in % Excess / Less. These schedule(s)
must be signed by the authorized representative of the firm. The opening date for this shall be as stated above.

1.05 TENDER FORMAT, SUBMISSION AND OPENING OF TENDERS

(a) Bidder shall submit their bid in offline format duly signed the same.

(b) The Tender documents shall be filled by the bidder to bind the bidder to contract. All pages of the bid shall be stamped and signed.

(c) All omissions in the schedule of price must be serially numbered and attested by the officer opening the bids, so as to make further dispute impossible on this score.

(d) Before offline submission of tender, it should be ensured that Tender Documents with relevant documents/ specification are signed by the tenderer.

(e) All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over writing in figures or words or corrections not initialed and dated, may be liable to rejection.

(f) The offline received bids will be opened in the office of the Executive Engineer (T&C), RVPN, Alwar on stipulated date & time in the presence of such tenderers or their authorized representative, who choose to be present.

(g) The opening of tender shall not be witnessed by a tenderer or tenderers who himself / themselves has / have not bided for the same work.

(h) In case, the date fixed for opening of the tenders be declared as a public holiday, the bid shall be opened on the next date on which office re-opens after such holiday(s).

1.06 VALIDITY OF OFFERS:
Tenders shall be valid for a minimum period of 120 days after the date of opening of tender. Tenders mentioning a shorter validity period than specified are likely to be rejected / ignored.

1.07 SIGNATURE OF BIDDERS:
The tender must contain the name, designation and place of business of the person or persons making the tender and must submit off line, placing them in 3 covers after filling & signing. Tender by a partnership firm must be furnished with full names of all the partners and should be signed by one of the member of partnership firm or by an authorized representative indicating the designation of the person or persons, with authority letter signed by the Chairman/ Secretary other person authorized to bind the Corporation / Company in the matter.

1.08 QUALIFYING REQUIREMENT:

Qualification of bidder will be based on meeting the minimum pass / fail criteria specified in table below regarding the bidder's technical experience and financial position/ The bidder shall be required to furnish the information as detailed below:-

<table>
<thead>
<tr>
<th>S. No</th>
<th>Qualifying Requirement Details</th>
<th>Copy of Supporting Documents required to be uploaded with E-Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>BIDDERS STATUS- The Bidders must be a company registered and incorporated in India as per Company Act 1956 / 2013 or Proprietary Firm or Partnership Firm.</td>
<td>The Memorandum of Association Registration Certificate as per Companies Act 1956/2013 or as per its latest amendment in case of Companies Or Registration Certificate under Rajasthan</td>
</tr>
</tbody>
</table>
2. The bidder must have “A-Class” or Equivalent category Electrical contractor License issued by Chief Electrical Inspector, Govt. of Rajasthan.  
   Copy of “A-Class” Electrical Contractor License Certificate. (For State other than Rajasthan, the bidder is required to submit the “A-Class” Electrical Contractor License from Chief Electrical Inspector, Govt. of Rajasthan.

3. Technical Experience:-
   The Bidder must be a firm/Service Provider who must have satisfactory completed following activities in India during last 5 years as on the date of Bid opening.
   
   (i) Construction work of at least one number of Nos. of EHV Substation (132 kV or above voltage level) which includes the major equipment such as Transformer, Circuit Breaker, Instrument Transformers.
   
   OR
   
   (ii) Construction of at least 01 Nos. of EHV bays (132 kV or above voltage level Bays) which includes erection of all major equipment i.e. CT, LA, CB, Isolator, C&I Panels.
   
   OR
   
   (iii) Erection of at least 01 Nos. of EHV Transformer (132/33 kV or above voltage level Transformers).
   
   Completion /Performance certificates from the owner of the Substation for satisfactory/ successfully carrying out these works/ services in India as per Schedule-G

4. The bidder must have GST Registration.  
   Copy of GST Registration Certificate

5. The Bidder must be registered with Provident Fund Commissioner  
   Copy of Certificate issued by the Provident Fund Commissioner

6. The bidder must be registered for ESI  
   Copy of ESI Registration Certificate / Letter under Indian ESI Act-1948

7. Income Tax Detail & Registration  
   Copy of ITR A.Y. 2018-19 and 2019-20 & PAN Card

1.09 PRICES:

a) Tenderer must quote their prices indicating the percentage variation on total construction cost of each line mentioned in the Section-IV Schedule-I available in cover 3 (xls) of specification. The percentage variation Excess or Less quoted by the bidder for a particular line in Schedule-I shall also be applicable for unit rate items indicated in Schedule-II available in cover 2 (pdf) for that line. These prices are variable price without any ceiling as detailed in following sub-clauses.

b) The bidder shall quote the prices exclusive of applicable GST.

c) The price shall remain valid till completion of line. These prices shall also be valid irrespective of nature of location.
1.10 GST:
In accordance with the scope of works, this is a Labour contract of erection from the 'Free issue' material, therefore, if GST is levied, it shall be borne by RVPN.

1.11 QUANTITIES:
The quantities given in the G-schedule are only provisional and can be increased / decreased, depending on the site condition. The payment shall be made on the basis of various items of actual quantity of the work done at unit rates given in the clause of schedule of the work and prices. The actual work can be increased up to 50% of the total contract value & extra work can also be executed up to the amount 5% of the work order amount as per RTPP prevailing clause.

1.12 COMPLETION TIME
The subject works mentioned in Tender Documents is required to be erected and commissioned within the period of Three Months (03 months).
The commencement of completion period shall be counted from the date of layout given by the work Incharge which has been issued within 15 days from the issue of work order.

1.13 AMENDMENT IN SPECIFICATIONS:
The Executive Engineer (T&C), RVPN, Alwar may revise or amend the specification and timings prior to the date notified for opening of the tenders. Such revision or amendment, if any will be communicated to all the tenderers through corrigendum(s) on http://energy.rajasthan.gov.in/rvpn/ & http://sppp.rajasthan.gov.in as amendment or addenda to this invitation of the tender.

The amendment (if any) will be notified on web for all prospective tenderers who have received the tender documents and it shall be binding on them. Tenderers are required to immediately download any such amendment. It will be assumed that the information contained therein has been taken into account by the tenderer in its tender.

In order to provide prospective tenderers reasonable time to take the amendment into account, in preparing their tender, the Nigam may, at its discretion, extend the deadline for the submission of tenders, in which case, the Nigam will notify all tenderers on web of the extended deadline, for submission of tenders.

1.14 GENERAL.
(a) Specification/Tender document may be downloaded by any of the interested tenderer from http://energy.rajasthan.gov.in/rvpn/ & http://sppp.rajasthan.gov.in for the consideration of his tender up to stipulated date & time. The cost of specification once deposited will not be refunded under any circumstances.

(b) The contractor shall treat the details of the specification and other tender documents as private and confidential and they shall not be reproduced without the written authorization of the NIGAM.

(c) The NIGAM does not bind himself to accept the lowest or any tender or any part of the tender and shall not assign any reason(s) for the rejection of any tender or a part thereof.

(d) The fact of submission of tender to the NIGAM shall be deemed to constitute an agreement between the tenderer and NIGAM whereby such tender shall remain open for acceptance by the NIGAM and tenderer shall not have option to withdraw his offer, impair or derogate the same. If the tenderer be notified during the period of validity of tender that his tender is accepted by the NIGAM, he shall be bound by the terms of agreement constituted by his tender and such acceptance thereof by the NIGAM, until formal contract of the same tender has been executed between him and the NIGAM, in replacement of such agreement.
(e) The successful tenderer shall have to execute the contract documents/agreement for the proper fulfilment of the contract. This shall be done by him and the NIGAM shall furnish such an executed stamped agreement free of charge.

1.15 PRE-BID MEETING/ CLARIFICATIONS:

(I) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be published on the respective websites.

(ii) Prospective bidders/firms, who have deposited the prescribed cost of bid specification as specified in NIB, are allowed to attend the pre-bid conference/meeting and submit their pre-bid queries only in the specified format (Annexure-II) and schedule.

(iii) The period within which the bidders may seek clarifications under (b) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under:-

(a) Last date of submitting clarifications requests by the bidder: As per bid specification.

(b) Response to clarifications by procuring entity: As specified in bid specifications.

(iv) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

(v) Publishing of any clarification on the respective website shall be deemed to have been conveyed to all bidders in cases of non-availability of contact details of those bidders who have purchased downloaded to the bid document, postal delay, loss of clarification in the transit.

1.16 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 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.
SECTIO\-N II

RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM LTD
GENERAL CONDITIONS OF CONTRACT INCLUDING ERECTION

Notwithstanding anything contained to the contrary in the specification or tender or any subsequent exchange of correspondences, these General Conditions of Contract shall prevail and shall be binding on the Contractor and any change or variation expressed or impressed howsoever made shall be inoperative, 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 Contract mentioned hereunder.

1. DEFINITION OF TERMS

   a) In constructing these general conditions and the annexed specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction.

   b) The “NIGAM” shall mean the RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM LTD represented by Chairman & Managing Director and shall include their legal personal, representative, successors and assignees. The “NIGAM” owner or customer shall mean the NIGAM.

   c) The “Tenderer” shall mean and include one or more persons or any firm or any Company or Body incorporate who has submitted the Tender in response to “Invitation of Tender”.

   d) The “Contractor” shall mean the Tenderer whose Tender has been accepted by the NIGAM and shall include the Tenderer’s heirs, legal representative, successors and assignees approved by the NIGAM.

   e) The “Sub-contractor” shall mean the firm or the persons named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the NIGAM and shall include his heirs, legal representative, successors and assignees approved by the NIGAM.

   f) The “CMD” shall mean the Chairman & Managing Director, RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM LTD, JAIPUR.

   g) The “Engineer” shall mean the Chief Engineer, RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM LTD or other Engineer or officer for the time being or from time to time duly authorized and appointed in writing by the NIGAM to act as Engineer or Inspector for the purpose of the contract. In case where such Engineer has been so appointed, the word “Engineer” shall mean the NIGAM or his duly authorized representative.

   h) “Plant”, “Equipment”, “Materials”, “Stores”, “Works”, mean to include the plant and materials to be provided and work or works to be done by the Contractor under the Contract.

   i) THE ‘CONTRACT’ SHALL MEAN AND INCLUDE THE FOLLOWING:

      1. Invitation of Tender.
      2. Instructions to tenders.
      3. Tender Form including schedule of prices.
      5. Letter of Intent and its acknowledgement.
      7. Formal work order.

j) The "Specification" shall mean the specification, specific conditions annexed to the General Conditions of the Contract and the schedule thereto, if any.

k) The month shall mean, English calendar month i.e. period of 30 days and week shall mean a period of 7 days.

l) The "Site" shall mean the place or places named in the Contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.

m) The "Place of delivery" shall mean the place of delivery at which the Contractor/contractor is responsible to deliver the materials at the contract price.

n) The "Test of completion" shall mean such tests as are prescribed in the contract to be made by the Contractor before the Plant/Project is taken over by the NIGAM as per the General Conditions.

o) "Letter of Intent" shall mean the NIGAM's letter conveying his acceptance of the tender subject to such reservations as may have been stated therein.

p) The "Contract price" shall mean the sum named in or calculated in accordance with the provisions of the Contract/purchase or any amendments thereto.

2.01 CONTRACT:
The contractor and NIGAM shall as soon as possible, unless otherwise agreed upon enter into a sealed agreement for the proper fulfillment of the contract. The expenses of completing and stamping the agreement shall be paid by the contractor and the NIGAM shall be furnished free of charge with an executed stamped counter part of the agreement after the tender has been accepted by the NIGAM. All orders/instructions to the contractor shall, except as herein otherwise provided, be given by the Engineer on behalf of the NIGAM.

2.02 SUBLETING AND ASSIGNMENT:
The contractor shall not save with the previous consent in writing of the NIGAM, sublet, transfer or assign the contract, or any part thereof, interest therein or benefit or advantage whatsoever provided nevertheless that any such permission granted to the contractor shall not relieve him from any obligation, duty or responsibility under the contract.

2.03 PERFORMANCE SECURITY DEPOSIT:

a) In order to secure/assure the fulfillment of the contract, the successful tenderer(s) upon receipt of preliminary acceptance letter/detailed purchase order as the case may be shall furnish within a period of 15 days a Performance Security deposit amount equivalent to 10% (Ten percent) of the contract value either by furnishing an undertaking for deduction of performance security from his each running and final bill @ 10% of the amount of the bill or by crossed Bank Draft or by way of Bank Guarantee from the scheduled Bank in the prescribed proforma to be obtained from the NIGAM on a Rajasthan state Non judicial stamp paper of appropriate value as required under the Rajasthan stamp duty Act duly authenticated by a 1st Class Magistrate or notary public or directly confirmed by the issuing Banker along with a certificate with regard to stamp duty. Such Bank Guarantee shall be valid up to a period of 14 months from the date of completion of works (e.g. up to the last day of the calendar month) and if required by the NIGAM, the validity of the Bank guarantee shall be further extended for such period as desired. The B.G. is to be furnished in whole Rupees.
b) Unless otherwise specifically required to be retained/forfeited by the NIGAM, the Performance Security deposit shall be refunded on request of the contractor after Twelve months on completion of the entire work to the satisfaction of the NIGAM.

c) If the contractor fails or neglect to observe or perform any of his obligation under the contract, it will be lawful for the NIGAM to forfeit either in whole or in part at his absolute discretion, the Performance Security deposit furnished by the contractor.

d) No interest shall be payable on such deposits. Bank charges or any other charges, if any, shall be to the Contractor's account. If the contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the NIGAM shall be entitled to make other arrangements at the risk and expenses of the contractor and the Bid Security deposited by the Contractor shall stand forfeited to the NIGAM.

2.04 RAJASTHAN GST, ROYALTY, LEVIES & DUTIES:

a) GST:

In accordance with the scope of works, this is a Labour contract of erection from the 'Free issue' material, therefore, if GST is levied, it shall be on the RVPN part/account. The bidder shall quote the prices exclusive of applicable GST. The bidder shall give GST registration No.

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) Royalty Tax:

In pursuance of the notification issued by Department of Mines, Government of Rajasthan regarding royalty tax determination and deposition of the same in the department of Mines & Geology, the Contractor shall be responsible for legitimacy of the civil material used in construction of the transmission line. The Contractor shall also be responsible for compliance of the instructions contained in the said circulars and further amendments if any. The payment of RA bills shall be made after ensuring compliance of the guidelines contained in the above circulars by the contractor.

In case any liability/dues against royalty is finalized by the Department of Mines, GOR, the firm shall be fully responsible for payment of such dues to the Mining Department or the same may be deducted /recovered by the Nigam from the financial hold available under this contract or any other contracts of Nigam or its successor companies of erstwhile RSEB.

2.05 ERECTION INSURANCE:

The contractor shall take suitable storage cum erection insurance policy for entire project at his own cost, the estimated cost of project for the purpose of insurance may be asked from the in-charge of works.

The contractor shall also ensure the following:

1) Contractor shall take storage cum erection insurance policies for entire project. However the insurance premium could be paid on instalment basis, but it will be the responsibility of the contractor that the instalments are paid well within the time. In case the insurance is on
installment basis, the receipt of payment of each installment shall be submitted to XEN (T&C), RVPN, Alwar /line in-charge and A.O. (T&C), RVPN, Alwar by the contractor.

II) Deductible franchise should be minimums per insurance rules. In case of any loss to the extent of deductible franchise, the same shall be borne by the contractor.

III) A policy indicating discount on account of "EXCESS" is not to be accepted.

IV) Insurance policy shall be drawn in favour of the project indicating the full name of works.

V) Insurance policy shall be taken from a nationalized insurance companies in Rajasthan, however for the contractor whose office is situated outside of the Rajasthan, the insurance policy may be taken from place where such office is situated.

VI) Insurance policy shall be in combined name of the XEN (T&C), RVPN, Alwar and the contractor.

VII) Computerized and stamped insurance policy shall be furnished by the contractor to the XEN (T&C), Alwar for its Acceptance.

VIII) A copy of Computerized and stamped insurance policy shall also be furnished by the contractor to the line in-charge who on receipt of its acceptance issued by XEN (T&C), Alwar shall issue the line material.

2.06 COMPLETION TIME:

a) The completion time shall be governed as per terms & conditions of the tender documents (Refer section-I, clause No. 1.12.)

b) The NIGAM reserves the right to defer the completion period as indicated in the work order. The period during which the works have been so deferred, shall not be reckoned as delay in completion in terms of clause "Delay in completion".

2.07 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 its 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 (for unexecuted works) subject to maximum of 10% (ten percent).

(ii) After completion of the work the A.EN (T&C), RVPN, Bivadi in-charge of the works should submit the detailed report to the XEN (T&C), Alwar 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 erection works by other agencies at the risk & cost of the contractor.

2.08 TERMS OF PAYMENT:

Payment for the works will be made to the contractor on submission of bills in accordance with the procedure as detailed below, as per payment policy of RVPN.

(i) Payment equal to 100% (In case contractor furnishes Performance Security deposit by crossed Bank Draft or by way of Bank Guarantee) or 90% (In case contractor furnishes an undertaking for deduction of performance security amount from his each running and final bill @ 10% of the
amount of the bill) of the total value of the works will be paid against monthly running account bills to be submitted to the AEN (T&C), Bhiwadi, in-charge of the work.

(ii) Balance 10% payment will be made after the 12 months performance period is over and instructions for release of the RMD has been issued by the XEN (T&C), RVPN, Alwar as per clause No.12, GUARANTEE or on furnishing of 10% performance bank guarantee. The payment will be made only after a material account statement of items received and used or returned to stores is settled. Any discrepancy in the quantity, will have to be made good by the contractor or deduction of its cost at double the issue rate applicable at the time of issue of material will be made while settling the balance payment.

(iii) If a firm supplying material to the RVPN or executing any work obtain finance from bank by way of discounting of the bills. In such cases RVPN shall not at all be responsible for arranging payments to banks nor shall bear any liability towards the bank in such cases. This is to safeguard interest of the NIGAM against the firms/suppliers taking advantage of bank finance.

(iv) The payment of the running bills, up to the work order value will be released without limiting to the individual item quantity.

Deduction, in respect of deficiencies etc. will be made by the AEN-In-charge while passing/verifying the bills and simultaneously be conveyed to the contractor.

The following time schedule is specified within which verification /countersignature of all bills shall be done.

<table>
<thead>
<tr>
<th>All R.A. Bills</th>
<th>Other Bills (PV, balance payment etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Verification by AEN-In-charge &amp; submission to XEN.</td>
<td>7 days</td>
</tr>
<tr>
<td>b) Countersignature by XEN &amp; forwarding to AO (T&amp;C), Alwar.</td>
<td>3 days</td>
</tr>
</tbody>
</table>

2.09 MODE OF PAYMENT:

i) Bills for 100% or 90% (as the case may be) value of the erection work during each calendar month as per clause 9 shall be submitted to the AEN (T&C), Bhiwadi, in-charge of the works at the end of that particular month, who will in turn process the same and forward it to the XEN (T&C), Alwar in-charge of the works for countersignatures and finally to the Accounts Officer (T&C), RVPN, Alwar for payment. These bills shall be serially numbered with suffix E-1.

ii) Bills for 10% value of the erection work done as per clause 9 shall be submitted to the AEN (T&C), Bhiwadi, in-charge of the works, who will in turn process the same and forward it to the XEN (T&C), Alwar, in-charge of the works for countersignatures and finally to the Accounts Officer (T&C), RVPN, Alwar for payment. These bills shall be serially numbered with suffix E-2.

2.10 INSPECTION BY NIGAM'S REPRESENTATIVE:

(i) The SE (T&C), XEN (T&C), Alwar & AEN (T&C), RVPN, Bhiwadi, in-charge of the works or his representative will be free to visit the contractor's works, their site stores and erection site and also verify the NIGAM's materials in the custody of the contractor, as and when required.

(ii) It is also stated that surprise Check of the vendor/contractor premises can be done by the quality control, inspection and monitoring section of the RVPN's corporate office on a short notice for which all necessary arrangements towards inspection of the RVPN's supply/work order are to
be arrange by the contractor/vendor, for ensuring the quality as per RVPN requirements. The vendor/contractor shall also provide all the requisite co-operation /assistance and facility for such quality check/inspection.

iii) The ZCE (T&C), Jaipur or Engineer appointed by him at his discretion may inspect / check the workmanship of Augmentation works. Contractor shall render necessary assistance during such fact finding operation and shall comply with the report of the investigating officer.

2.11 GUARANTEE:
The subject works will be covered under guarantee period against any defect arising from erection workmanship up to a period of 12 months from the date on which the work is completed in all respects, handing over of operation & material account is settled to the satisfaction of the NIGAM. The necessary instructions to release the P.B.G or RMD (10% amount) retained against Guarantee (as the case may be) will be issued by the XEN (T&C), RVPN, Alwar.

2.12 MODE OF GUARANTEE:

In order to ensure compliance of the provisions contained in Clause No. 12 above, the successful contractor who have furnished an undertaking for deduction of performance security from his each running and final bill @ 10% of the amount of the bill irrespective of his being a registered vendor with NIGAM or not, shall be required to furnish a performance bank guarantee after completion of line and before claiming balance 10% payment, from any scheduled bank for an amount equivalent to 10% of the contract value on Rajasthan state Non judicial stamp paper of appropriate value as required under the Rajasthan stamp duty Act duly authenticated by a I-Class Magistrate or notary public or directly confirmed by the issuing Banker along with a certificate with regard to stamp duty.

2.13 LABOUR LAWS:

2.13.1 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."

2.13.2 EMPLOYEES PROVIDENT FUNDS:

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 absence of above, the contractor shall be liable to deposit employee contribution, as well as, Employer’s contribution and other charges in respect of all the employees engaged by him for the said work with RVPN along with details of the employees, their wages and the amount of contribution as per RVPN CPF Rules every month. In case of failure, RVPN shall be entitled to deduct the amount from his bills as per Norms.
2.13.3 CONTRACTOR TO INDEMNIFY THE NIGAM:

The contractor shall indemnify the NIGAM and 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 hereinabove 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.

2.13.4 ESI REGISTRATION & COMPLIANCE:

The contractor must have to get registered the firm and his technical / other labour to be deployed for subject works with ESIC department and to comply all such rules essentially, and challans of concerned month must be submitted by the firm and will each RA/final bill.

2.14 INDIAN ELECTRICITY ACT:

All the works covered by the Contract shall be in accordance with the Indian Electricity Act, 1910 with the latest amendments and the Electricity rules made there under.

2.15 CONTRACT AGREEMENT:

The Contractor will execute contract agreement on non-judicial stamp paper as per GOR stamp duty Act/Notification No F-7 (39) Gen/2015-16/Par/2145-2782 dated 09.03.2016 of the Inspector General, Registration & Stamp, Govt. of Rajasthan Ajmer and further adopted/recommended by the RVPN vide order/letter No RVPN/CAO/MM/D 224 dated 29.04.16, and revised by letter No. RVPN/CAO (P&C) AO (P&C-II) D.1138 Dated 26.09.2019 @ 0.25% of the contract value. The contract agreement will be executed between the XEN (T&C), Alwar and the contractor, and this agreement has to be furnished to XEN (T&C), Alwar. The copy of this 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. No payment shall be released in absence of executing the contract agreement.

2.16 FURTHER CORRESPONDANCE:

All correspondence pertaining to the work order in respect of any clarification required on the terms and conditions etc. should be addressed to the Executive Engineer (T&C), RVPN, New Building, Kali Mori Power House Alwar-301001.

2.17 DISPUTES:

i) All disputes, differences, questions, whatsoever arising between the NIGAM and Contractor upon or in relation to or in connection with the contract shall be deemed to have arisen at ALWAR (RAJASTHAN) only and no courts other than courts in Alwar shall have jurisdiction to entertain the same.

ii) The RVPN has constituted the centralized standing committee for settlement of disputed claims under conditions of contract relating to RVPN.

The committee shall consider all cases for settlement of disputed claims relating to purchases, works, turnkey contracts and Labour contracts, civil works etc. The committee shall also take decision whether a particular matter is required to be referred to the Board for approval before settlement. The matter for settlement shall only be referred to the centralized standing committee of RVPN by following the guide lines detailed below:

(1) Disputes will be referred contract wise.
(2) Disputes involving amount above Rs.1.00 Lacs only will be referred / entertained.

(3) Non-refundable fee shall be deposited by the contractor/ firm @ 2% of disputed amount as claimed by the contractor/firm subject to maximum fee of Rs.1.00 lac.

(4) In case of disputes, Application for settlement (only in prescribed format) may be collected from the purchaser office. The centralized standing committee fees shall be deposited in cash/ demand draft/ pay order with the Account Officer (T&C), RVPN, Alwar and shall furnish receipt thereof with a request for referring their disputes to the centralized standing committee for decision. For settlement, the firm shall furnish their application (only in prescribed format) indicating the details of dispute / grievances along with requisite settlement fee within a period of six months after receiving communication from Contracts Wing giving rise to cause of dispute / grievances.

2.18 ACCEPTANCE OF THE ORDER:

The acceptance of the order shall be conveyed to the Executive Engineer (T&C), RVPN, New T&C Building, Kali Mori, Alwar-301001, within fifteen days of the receipt of detailed work order in the prescribed proforma failing which it will be presumed that the terms and conditions incorporated in the order are acceptable to the contractor.

2.19 CANCELLATION OF NIT:-

The XEN T&C), Alwar reserve the right to cancel/withdraw the NIT/Bid at any stage without assigning of any reason/notice to Bidders.

2.20 CANCELLATION OF WORK ORDER:

Work Order placed upon the Contractor can be cancelled as per the decision of the competent authority as per applicable provisions from time to time. In case of failure to complete the work within the completion period, then the Executive Engineer (T&C), RVPN, Alwar shall be at his liberty to cancel the Work order and forfeit the EMD and SD. He is also free to get executed the incomplete work on the risk and cost of the Contractor.

2.21 EXECUTIONS OF WORKS:-

The work has to be carried out as per Technical Standards / manuals of RVPN.

Above terms & conditions are accepted.

(signature of Contractor)

Executive Engineer (T&C)
RVPN, Alwar
ANNEXURE-II
PRE-BID QUERIES FORMAT

Name of the company/Firm
Bidding document fee Receipt No_________ dated __________ for Rs ________
Name of Person(s) Representing the Company/Firm:

<table>
<thead>
<tr>
<th>Name of person</th>
<th>Designation</th>
<th>E-mail-ID(s)</th>
<th>Tel Nos &amp; Fax No</th>
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Company/Firm Contacts

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<thead>
<tr>
<th>Contact Person(s)</th>
<th>Address for correspondence</th>
<th>E-mail-ID(s)</th>
<th>Tel Nos &amp; Fax No</th>
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Query/Clarification Sought

MS(Excel Sheet Format)

<table>
<thead>
<tr>
<th>S.No</th>
<th>Bidder Name</th>
<th>ITB/GCC/ Specification clause No</th>
<th>Bid document page No</th>
<th>Clause details</th>
<th>Query/ Clarification/ suggestion</th>
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(Signature)
Name & Designation
With seal of the bidder
APPENDIX

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

Designation:

Address:

Signature of bidder

Name:

[Signature]

[Stamp]
Annexure - C

Grievance Redressal during Procurement process

The designation and address of the First Appellate Authority is as nominated vide order No. RVPN/AAO/F&R/F.98/D.53 dated 30.06.2016.

(1) Filling 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 endeavor 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 Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

(a) determination of need of procurement;
(b) provisions limiting participation of Bidders in the Bid process;
(c) the decision of whether or not to enter into negotiations;
(d) cancellation of 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 and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's Cheque of the Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) **Procedure for disposal of Appeal**

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.
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

[Signature]
PERFORMA OF BID BANK GUARANTEE
(For Bid Security)

(Bank Guarantee in lieu of bid security on non-judicial Stamp Paper of Rajasthan Government of appropriate value as required under the Rajasthan Stamp duty act)

The Superintending Engineer (T&C),
Rajasthan Rajya Vidyut Prasaran Nigam Ltd.
New RVPN, Building, Kali Mori Power House,
ALWAR-301001.

1. Whereas ..................................(name of the Bidder) (hereinafter called the Bidder) has submitted its bid dated ...........(date of submission of bid) for the construction of ...........(name of contract)(hereinafter called "the Bid").

2. KNOW ALL PEOPLE by these presents that WE .............(name of bank) of .........................(name of country), having our registered office at .........................(addresses of bank) (hereinafter called "the Bank"), are bound into ..................(name of Purchaser) (hereinafter called "the Purchaser") in the sum of Rs.* for which payment well and truly to be made to the said Purchaser, the Bank bids itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this .............day of .............20 .............

3. THE CONDITIONS of this obligation are:

(i) If the Bidder withdraws its Bid during the period of bid. Validity specified by the Bidder in the Bid Form:

   or

(ii) If the bidder refuses to accept the correction of error in his Bid:

   or

(iii) If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:

   (a) Fails or refuses to execute the Contract Agreement, if required:

   or

   (b) Fails or refuses to furnish the performance security, in accordance with the General Conditions of Contract.

4. We undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions specifying the occurred condition or conditions.

5. The decision of the ZONAL CHIEF ENGINEER,(T&C), RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM, JAIPUR shall be final whether breach has been committed on the right to demand the amount of guarantee from us which has accrued to the purchaser.

6. This guarantee shall not cease or determine, if the purchaser grants time or indulgence or vary the terms of the contract with the Contractor or without our consent or knowledge.

7. The guarantee herein contained shall not be affected by any change in the constitution of the Contractor.
8. We further undertake not to evoke this guarantee during its currency except with the previous consent of the SUPERINTENDING ENGINEER(T&C), RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM, ALWAR.

9. All disputes arising under the said guarantee between the Bank and the Nigam or between the Contractor and the Nigam pertaining to the guarantee shall be subject to the jurisdiction of Courts in ALWAR, Rajasthan alone.

10. This guarantee will remain in force up to and including one hundred eighty (180) days after the date of the opening of bids, i.e. up to ............... with a further grace period of Ninety (90) days and any demand in respect thereof should reach ................(Name of the Bank) and branch situated at................. (Address of Alwar branch), Alwar Rajasthan not later than the above date.

Yours faithfully,

Bankers (EXECUTANT)

Signed by the above named Bank in presence of:-
(Signature with full Name and Address)

Witness:

1. __________________

2. __________________

Attested by Notary Public, First Class Magistrate or directly confirmed by the executing bank.

* The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of bid.