NOTICE FOR SUPPLY OF DRINKING WATER IN GLR TANK THROUGH WATER TANKER AT 220 KV GSS GANGAPUR CITY  NIB NO.: 05/2019-20

Limited bids are invited from competent and experienced contractors/firms for day to day supply of Drinking water 24 Nos. tanker per month capacity 4000 Ltrs Each and filling in GLR tank at 220 KV GSS Gangapur City as per details given below:

<table>
<thead>
<tr>
<th>NIB NO.</th>
<th>WORK DESCRIPTION</th>
<th>05/2019-20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>For supply of drinking water in GLR Tank by water tanker at 220 KV GSS Gangapur city for the year 2020-21. (W.e.f. 01.04.2020 to 31.03.2021) 12 MONTHS</td>
<td></td>
</tr>
<tr>
<td>START DATE OF DOWNLOADING/SALE OF TENDER</td>
<td>03.03.2020</td>
<td>03.03.2020</td>
</tr>
<tr>
<td>LAST DATE AND TIME FOR BID SUBMISSION</td>
<td>03.03.2020</td>
<td>03.03.2020</td>
</tr>
<tr>
<td>DATE AND TIME OF OPENING OF BID</td>
<td>03.03.2020</td>
<td>03.03.2020</td>
</tr>
<tr>
<td>ESTIMATE COST</td>
<td>Rs. 97220 =00 (Say as Rupees Ninety Seven thousand Two Hundred Twenty only)</td>
<td></td>
</tr>
</tbody>
</table>

GENERAL INSTRUCTIONS REGARDING BID:

1. The bidder, in their own interest is requested to read very carefully the bid documents before submitting the bid. The bidder can download bid documents from the website rvpn.co.in/energy.rajasthan.gov.in.

2. The bid should be addressed to the Executive Engineer (220KV GSS) RVPN Gangapur city.

3. The bid shall be submitted in closed/sealed envelope duly super scribed “NOTICE FOR SUPPLY OF DRINKING WATER IN GLR TANK THROUGH WATER TANKER AT 220 KV GSS GANGAPUR CITY NIB NO.: 05/2019-20”

4. All additions and or alteration in the bid must be clearly initialed by the bidder.

5. Bids received late, from the date & time indicated above, due to any reason or incomplete bids shall not be accepted for consideration.

6. All the documents required as per specification like GST no., Registration No., copy of PAN card etc. along with specification &G-Schedule shall be submitted by the bidder duly filled up in all respect with seal &signature on each page.

7. The bid is being invited by the Executive Engineer (220KV GSS) RVPN, Gangapur city, Distt.:Sawai Madhopur (Rajasthan) and bid is to be sent on aforementioned address through registered post or handed over personally. E-mail id is xen.220.Gangapur.city@rvpn.co.in

8. Bid will be accepted upto 15:30 Hrs on dated 03.03.2020 & will be opened on the same day i.e. on dt. 03.03.2020 at 15:30 in the presence of bidders who wish to be present.

Executive Engineer(220 KV GSS) RVPN, Gangapur City

Copy to the following (through E-mail) for information and necessary action please:-


2. The TA to CE(T&C) RVPN Jaipur with request for uploading of NIT on the web site of Nigam as per RVPN F & R no.573 issued by Company Secretary.

tender.zcetncaipura@gmail.com
3. The Account Officer (T&C) VPN Sawai madhopur.
5. 

1. **TERMS & CONDITIONS:-**

1.1 Tender received after the scheduled time may not be accepted and if delivered after that time is liable to be rejected.
1.2 The tender are to be written ink only the rates should be given both in words as well as in figures. All additions should be made clearly dated /initialed.
1.3 The tender should be completed in all respect and incomplete tender are liable to be rejected.
1.4 Conditioners tender & casual letters sent by the contractors will not be accepted.
1.5 Eligibility Criteria:- Firms having the experience of successfully completion of the same type work in PHED/RVPN or other organizations are only eligible for the tender, for which they have to produce attested copy of certificate at the time of purchasing of tender document/ at the time of submitting the tender documents.
1.6 The undersigned reserves the right to reject any/ all tenders in part or full without assigning any reason thereof.
1.7 All disputes shall be subject to jurisdiction of court in Rajasthan State only. In case of dispute the decision of SE (T&C), Sawai Madhopur will be final and binding on both the parties.
1.8 Any representation after opening of bid shall be ignored. These parties may be debarred from tendering in future for a specific period. Their earnest money in such cases will stand forfeited.
1.9 The provisions of Rajasthan public procurement Transparency Act-2012 & Rajasthan public procurement Transparency rules 2013 shall be applicable.
1.10 Bid Security :- Bid Security shall be deposited Rs 1925/- (@2% of estimated cost of work) by the firm through Demand draft or Banker Cheque of scheduled bank drawn in favour of AO (T&C) RVPN, Sawai madhopur payable at Sawai madhopur otherwise the tender shall be deemed to be cancelled.
1.11 The rate shall be inclusive of all taxes except services tax applicable which will be paid extra.
1.12 In the event of any breach of any terms & condition or delay or default the contract will be terminated and Bid security deposit and other financial holds will be forfeited by the Nigam no interest shall be paid on such deposits

2. **WORKING HOURS:-**
2.1 The Supply of water will be completed up to 07.30Hrs daily W.e.f 01.04.2020 to 31.03.2021. If water not supplied within time period, the penalty shall be imposed twice the order rate.
2.2 The quantity of water tanker supplied for the financial year 2020-21 but the supply can be stop before 30days as and when the suitable arrangement of water supply start by own source of RVPN, for which no claim shall be raised by your for remaining supply.

3. **CONTRACT PERIOD:-**
3.1 The Contract shall be for a period as mentioned in the bid (for 12 Months) and can be extended further for a period of three month subject to satisfactory working performance and supply of water tanker to be start from Date of opening of Bid.

4. **TERMS OF PAYMENT:-**
4.1 For obtaining payment you shall separate bill (s) for each supply to the controlling officer in the first week of every month.
4.2 Income tax will be deducted at source as per income Tax Act.
4.3 Payment of Bills:- 100% payment of Bill will be made after completion of work and shall be arrange by Account Officer (T&C) RVPN, Sawai madhopur through NEFT/ RTGS after verification by the consignee’s.
4.4 While making payment the Account Officer will deduct all the statutory deduction as applicable from time to time.
5. **EPF/CPF SCHEME**: The contractor will have to furnish the information in Performa "C" every month or with every bill in respect of the employees engaged in connection with the execution of work from the date of its commencement and up to the date of completion of this work. If the contractor fails to furnish this information, the Accounts Officer will deduct the amount from the each bill of the contractor at the rates applicable at the time of payment as per CPF rules/Act and keep under the head 46.962 (Misc. deposit) of the contractor/employee till furnishing the information in the above mentioned Performa along with nomination from within stipulated period failing which the amount so deducted shall be deposited with regional P.F. Commissioner within stipulated period as per CPF rules/Act. The contractor has to pay the minimum wages to his employee/worker as per Govt. of Rajasthan rules.

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

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

7. **ARBITRATION**:

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

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

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

7.4 The venue of the arbitration proceeding shall be the office of concerned Superintending Engineer (T&C) RVPN Sawai madhopur or such other places as the arbitrator may decide.

8. **SAFETY MEASURE & ACCIDENT**: The contractor shall follow a safe method of working so that there is no damage to Nigam's material and also no injury to any of his worker. The contractor shall be fully responsible for safety of his workers and take suitable insurance under workmen compensation Act at your cost immediately before commencement of work the insurances will be
continue to be in force during the currency of contract and till the work is completed of your contract.
During the work if any person gets injured due to any accident, the compensation if any, will be paid
by you. No payment will be paid by RVPN on this account. You will give an under taking on non-
judicial stamp paper worth Rs. 100/- to the effect that RVPN will not be responsible for any injury
sustained by your worker due to an accident arising out of the above work and that you will bear
entire cost of such injury or compensation if any to be paid to your workers. The cost of stamp/duty
shall be borne by you.

9. CONTRACT AGREEMENT:- The contractor shall execute contract agreement on the non-
judicial stamp paper worth Rs. .... (@ 0.25 % of ordered amount) as per GoR stamp duty Act in the
prescribed Performa within 7 days after receipt of the order if applicable.

Copy of the detailed order, duly signed on each & every page, All the above contract documents shall
be signed by the contractor or an authorized person holding valid power of attorney duly registered.
No payment shall be released in absent of executing the contract agreement.

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

Executive Engineer (220 KV GSS)
RVPN, Gangapur city
G-SCHEDULE (NIB-..../2019-20)

**BOQ FOR SUPPLY OF WATER TANKER:** MUST BE FILLED BY THE BIDDER AND ENCLOSED WITH THE BID

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Particular</th>
<th>Qty. of water tanker</th>
<th>Unit</th>
<th>Unit rate (In Rs.)</th>
<th>Total amount (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>5</td>
<td>6</td>
<td>7 (3x6)</td>
</tr>
</tbody>
</table>

Day to day Supply of potable/ drinking water in GLR Tank by 24 Nos. Tankers per month (capacity 4000 Liter each) at 220 KV GSS Gangapur city w.e.f. 01.04.2020 to 31.03.2021 (12 Months)

288 No.

**NOTE:- TIME PERIOD FOR SUPPLY OF WATER TANKER INDICATED AS TWELVE MONTH WHICH IS TENTATIVE WHICH MAY BE REVISED AT THE TIME OF AWARD OF CONTRACT.**

Name of bidder-

Executive Engineer (220 KV GSS)
RVPN, Gangapur city
Mobile No.- 9414061087

Service tax
Registration No.-
Pan Card No.-

Address-

Signature of bidder with seal
Annexure – A

Compliance with The Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

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

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

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

Declaration by the Bidder

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specified in the Bidding Document;

3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of the legal proceedings for any of the foregoing reasons;

4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date: .................................................................................

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

Signature of bidder

Name: ...........................................................................

Designation: ..................................................................

Address: .........................................................................


Grievance Redressal during Procurement process

Thedesignation 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. First Appellate Authority:- The Chief Engineer (T&C) RVPN, Jaipur.
2. Second Appellate Authority :WTD RVPN, Jaipur.

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee of filing Appeal

(a) Fee of first appeal shall be rupees two thousand five hundred 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.
Annexure - D
FORM No.1
[See rule 83]

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

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

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

(A). ABidd

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

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