NOTICE INVITING BIDS

BID SPECIFICATION NO. RVPN/SE/T&C-JPR-Rural/TN-768

Online Bids are hereby invited in e-bid system for “Replacement of Suspension Strings of LILO Section of 220 KV Kotputli-Neemrana line to 220 KV Ckt.II Khetri-Heerapura line” on labour contract basis. Bids are to be submitted online in electronic format on website http://eproc.rajasthan.gov.in. The bid document/specification can be downloaded from above mentioned website. The bidder will have to deposit the bid document cost, bid security & processing fees with the procuring entity before end date & time for submission of online bid, failing which bid shall not be opened.

GENERAL DETAIL OF WORKS:

<table>
<thead>
<tr>
<th>A</th>
<th>NIB No.</th>
<th>RVPN/SE/T&amp;C-JPR-Rural/TN-768</th>
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<tbody>
<tr>
<td>B</td>
<td>Work Description</td>
<td>Replacement of Suspension Strings of LILO Section of 220 KV Kotputli-Neemrana line to 220 KV Ckt.II Khetri-Heerapura line.</td>
</tr>
<tr>
<td>C</td>
<td>Cost of Bid Specification</td>
<td>Rs. 2950.00 (Two thousand nine hundred fifty only)</td>
</tr>
<tr>
<td>D</td>
<td>Processing Fee of RISL</td>
<td>Rs. 1180.00 (One thousand one hundred eighty only)</td>
</tr>
<tr>
<td>E</td>
<td>Bid Security</td>
<td>Rs. 50,940.00 Only</td>
</tr>
<tr>
<td>F</td>
<td>Estimated Cost</td>
<td>Rs. 2546964.00</td>
</tr>
<tr>
<td>G</td>
<td>Validity</td>
<td>120 days after the date of Bid Opening</td>
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IMPORTANT DATES:

<table>
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<tr>
<th>S. No.</th>
<th>Events</th>
<th>Date &amp; Time</th>
<th>Location</th>
</tr>
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<tbody>
<tr>
<td>(i)</td>
<td>Date of downloading of Bid specification</td>
<td>29.11.2017 (06:00 Hrs) to 26.12.2017 (17:00 Hours)</td>
<td><a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> and <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a></td>
</tr>
<tr>
<td>(iv)</td>
<td>Start date &amp; time of submission/uploading of electronic bid</td>
<td>04.12.2017 (12.00 Hrs.)</td>
<td><a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></td>
</tr>
<tr>
<td>(v)</td>
<td>End date &amp; time of submission/uploading of electronic bid</td>
<td>26.12.2017 (18:00 Hours)</td>
<td><a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></td>
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<tr>
<td>(vi)</td>
<td>Opening of Technical Bid</td>
<td>27.12.2017 (14:00 Hours)</td>
<td><a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></td>
</tr>
<tr>
<td></td>
<td>Opening of Price Bid</td>
<td>To be intimated separately to the qualified bidders</td>
<td></td>
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</table>
NOTE:

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 date due to non-availability of / hanging of website at last moments. The date of submission of bids will not be extended if system is hanging up in last hours or congestion.

2. Furnishing of Bid Security as per clause No.1.04 of Section-I of this specification is essential otherwise the electronic bid will not be opened.

3. (i) The bidder will have to deposit prescribed cost of bid specification by DD/Banker’s cheque payable in favour of Accounts Officer (T&C-JAIPUR-RURAL), RVPN Ltd., Jaipur up to stipulated date & time in the office of the A.O (T&C-RURAL), RVPN, Heerapura, Ajmer Road, Jaipur and obtain a receipt thereof and they shall upload the receipt/acknowledgement along with their online bid.

(ii) The bidder will have to deposit prescribed Bid Security by DD/Banker’s Cheque payable in favour of Accounts Officer (T&C-JAIPUR-RURAL), RVPN Ltd., Jaipur payable at Jaipur or Bank guarantee in favour of Superintending Engineer (T&C-JAIPUR-Rural), RVPN, Jaipur in prescribed format (Annexure-I) up to stipulated date & time in the office of the A.O (T&C-RURAL), RVPN, Heerapura, Ajmer Road, Jaipur and obtain a receipt/acknowledgement thereof and they shall upload the receipt/acknowledgement along with their online bid.

(iii) The bidder will have to submit prescribed processing fee by DD/Banker’s Cheque in favour of M.D, RISL payable at Jaipur with the TA to Superintending Engineer (T&C-JAIPUR-Rural), RVPN, Jaipur up to stipulated date & time in the office of the SE(T&C-JAIPUR-Rural), RVPN, Heerapura, Ajmer Road, Jaipur and obtain a acknowledgement thereof.

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

5. The Central and State Govt. undertaking/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 bid will not be considered. RVPN shall have right to accept or reject these deviations.

7. Offers of bids without Schedule-I to X and without relevant documents with respect to qualifying requirements shall not be considered.

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

9. The bidders are required to furnish the clarification/confirmation/ documents sought subsequent to opening of bid within specified time failing which, the case shall be finalized/decided on the basis of available information. The responsibility of being ignored on account of delay in furnishing of desired information/documents shall be of the bidder.

10. The bid documents can be downloaded from web sitehttp://eproc.rajasthan.gov.in. Details of this bid notification and pre-qualification criteria can also be seen in NIT exhibited on website www. rvpn.co.in. Bids are to be submitted online in electronic format only on website http://eproc.rajasthan.gov.in.
11. The bidders who are interested in bidding can download bid documents from [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) up to the stipulated date & time.

12. Bidders who wish to participate in this bid will have to register on [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) (bidders registered on eproc.rajasthan.gov.in before 30.09.2011 needs to register again). To participate in online bids, bidders will have to procure Digital Signature Certificate (Type-II or Type-III) as per Information Technology Act-2000 by using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e TCS, Safecrypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for future assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.

Contact No. 0141 - 4022688 (Help desk 10.00 AM to 6.00 PM on all working days)
E-mail eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, Yojana Bhawan, TilakMarg, C-Scheme, Jaipur

13. Bidder shall submit their offer online in electronic formats both for technical and financial proposals. However, cost of specification and Bid Security in the office of A.O. (T&C-JAIPUR-RURAL), RVPN, HEERAPURA, JAIPUR and Processing Fee with TA to SE (T&C-JAIPUR-Rural) should be submitted physically in the office at RVPN, Heerapura, Ajmer Road, Jaipur, up to stipulated date & time. The bidder shall upload scanned copies of receipts / acknowledgement of above fee documents along with their online bid.

14. Before electronically submitting the bids, it should be ensured that all the bid papers including conditions of contract are digitally signed by the bidder.

15. Bidders are also advised to refer “Bidders Manual” available under “Downloads” section for further details about the e-bidding process.

16. The online bids will have to be digitally signed and submitted in time specified on [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) in the following manner:-

**ONLINE SUBMISSION:**
The bidder will have to submit their bid in 3 covers comprises of

(a) Cover 1 (.pdf) : FEE (scanned copies)
(i) Proof of depositing cost of bid specification i.e the receipt issued by the Accounts Officer (T&C-JAIPUR-RURAL), RVPN, Jaipur on account of depositing the cost of bid specification through DD/Banker’s Cheque payable in favour of Accounts Officer (T&C-Jaipur-Rural), RVPN Ltd., Jaipur.

(ii) Proof of submitting Processing Fee i.e the acknowledgement issued by the TA to SE (T&C-JAIPUR-Rural) on account of depositing the processing fee through DD/Banker’s Cheque in favour of M.D, RISL payable at Jaipur.

(iii) (a) Proof of depositing bid security i.e the receipt/ acknowledgement issued by the Accounts Officer (T&C-Jaipur-RURAL), RVPN, Jaipur on account of depositing bid security through DD/Banker’s Cheque payable in favour of Accounts Officer (T&C-Jaipur-Rural), RVPN Ltd., Jaipur or bank guarantee in prescribed format.
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. Bidders 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. Bidder must read Section-I, Section-II, Section-II(A), Section-III & Appendix of specification very carefully before signing on it. Similarly, Schedules of Section-IV, Documents in support of qualifying requirement etc. must be signed digitally on each & every page by the authorized representative of the firm after filling requisite information/details, desired in the specification & PQR (Pre Qualifying Requirement).

This cover consists of price schedules (BOQ) for the proposed work / erection, testing and commissioning of 220 KV & 132 KV transmission lines. The bidder must quote the prices for the line work in the manner as indicated in the Price schedules, failing which bid is liable for rejection. The rates/prices shall be entered in figures in % Excess / Less. These schedule(s) must be digitally signed by the authorized representative of the firm.

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 bid, 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 uploaded along with the online bid.

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.

This specification includes Section-I, Section-II, Section-II(A), Section-III, Appendix and Section-IV(Schedules).

Superintending Engineer (T&C-Rural)  
RVPN, Jaipur.
BID SPECIFICATION NO.RVPN/SE/T&C-JPR-Rural/TN-768

FOR "REPLACEMENT OF SUSPENSION STRINGS OF LILO SECTION OF 220 KV KOTPUTLI-NEEMRANA LINE TO 220 KV CKT.II KHETRI-HEERAPURA LINE" ON LABOUR CONTRACT BASIS.

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SECTION - I

INSTRUCTIONS TO BIDDERS

1.01 INTRODUCTION:
The bidder, in his own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in Section II & III before filling the bid form. Submission of the bid shall be deemed to be the conclusive proof of the fact that the bidder 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 bid.

1.02 FILLING OF BIDS:

(a) Bids shall be submitted online in the electronic format attached hereto and all blanks in the bid 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 the case of successful bidder(s).

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

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

(d) Bid should be filled in only with ink or typed and must be submitted online after signing digitally.

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

(f) The bidder must quote the prices strictly in the manner as indicated herein, failing which bid 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 bids.
(h) Any printed conditions of sale on the bid shall not be accepted by the NIGAM. The bidder shall incorporate his conditions of sales, if any, in the text of the bid itself.

(i) All bids and accompanying documents will have to be digitally signed and submitted in time specified on http://eproc.rajasthan.gov.in

(j) The bidder should digitally sign the bid form at each every page at the end.

1.03 QUALIFYING REQUIREMENT: To participate in the bidding process following shall be minimum qualification requirement for the prospective bidder.

1. (i) The Bidder should have executed the construction work (i.e. survey, stub setting, tower erection and stringing) or replacement of insulator strings of at least 80% of total length of 132 KV or above lines for which he intends to participate, during last five years, prior to date of bid opening.

(ii) The Bidder shall furnish documentary evidence to this effect in the form of a certificate issued by user(s)/ Purchaser(s)/ Chartered Accountant containing the details of execution of transmission lines indicating activity-wise details (i.e. survey, stub setting, tower erection and stringing or replacement of insulator strings) with their voltage class. The copy of certificate should be attested and signed by the bidder or by authorized representative of the firm.

2. Besides above, only such contractors should apply, who are already registered with provident fund Commissioner and ESI. The bidder will have to submit copy of registration certificate issued by respective authorities.

3. The bidder must have “A” Class Electrical Contractor’s Licence issued by The Sr. Electrical Inspector, GoR, Jaipur. The copy of certificate/licence in this respect should be attested and signed by the bidder or by authorized representative of the firm.

4. The bidder must have GSTIN.

1.04 BID SECURITY:

(a) The bidder shall furnish prescribed Bid Security Rs. 50,940.00 Only by DD/Banker’s cheque payable in the name of Accounts Officer (T&C-Jaipur-Rural), RVPN Ltd., Jaipur payable at Jaipur or Bank guarantee in favour of Superintending Engineer (T&C-Rural), RVPN, Jaipur in prescribed format (Annexure-I) up to stipulated date & time and obtain a receipt/ acknowledgement thereof. No other mode of deposit shall be accepted.

(b) Any bid not accompanied by a copy of receipt/ acknowledgement for cost of Bid Specification, Processing Fee and bid security / Processing fees, shall be rejected and the bid 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 bids/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 circumstances, which according to him indicate that the bidder 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 Superintending Engineer (T&C-Rural), RVPN, Jaipur in prescribed format (Annexure-I) 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-Iaipur-Rural), RVPN Ltd., Jaipur 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 in the clause No.1.16 of Section-I. The minutes and response shall be provided promptly to all bidders and shall be published on the respective websites.

1.05 DOCUMENTS TO BE UPLOADED WITH THE BID:

Each bid in electronic format shall be accompanied with the following schedules, documents and the fact of their having been enclosed should be as per bid specification. All bids and accompanying documents will have to be digitally signed and submitted in time specified on http://eproc.rajasthan.gov.in. The bid which is not accompanied by any or all of the following schedules, documents or is accompanied by incomplete annexure/schedules is liable for rejection:

(a) Cover 1 (.pdf) : FEE (scanned copies)
(i) Proof of depositing cost of bid specification.
(ii) Proof of submitting processing fee.
(iii) Proof of depositing bid security / Exemption certificate.

(b) Cover 2 (.pdf) : TECHNO COMMERCIAL BID (scanned copies)

(i) Section – I - Instructions to Bidders
(ii) Section – II - General Conditions of Contract Including Erection
(iii) Section – IIA – Commercial Terms And Conditions For Erection of Transmission Line
(iv) Section – III – Technical Particulars
(v) Appendix – Annexure A to D
(vi) Section – IV – Schedules.
(vii) Documents in support of Qualifying Requirement

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 above documents are to be digitally signed on each & every page by the authorized representative.
of the firm after filling requisite information/details desired in the specification & PQR. Departure from specification (Technical & Commercial) shall only be given in Schedule-VIII. Deviations indicated elsewhere will be ignored.

(c) Cover 3 (.xls) : PRICE BID : PRICE SCHEDULES

This cover consists of price schedules (BOQ) for Replacement of Suspension Strings of LILO Section of 220 KV Kotputli-Neemrana line to 220 KV Ckt.II Khetri-Heerapura line, testing and commissioning of the transmission line. The bidder must quote the prices for the line work in the manner as indicated in the Price schedule(BOQ), failing which bid is liable for rejection. The rates/prices shall be entered in figures in % Excess/Less. These schedule(s) must be digitally signed by the authorized representative of the firm. The opening date for this shall be intimated later on.

1.06 BID FORMAT, SUBMISSION AND OPENING OF BIDS

Bidder shall submit their bid in electronic format by digitally signing the same. Bidder shall procure Digital Signature Certificate (DSC) as per IT Act - 2000.

(b) The documents listed in ITT (Instructions To Bidders) clauses, along with addendum's issued till date & time of bid submission, shall be filled by the bidder to bind the bidder to contract. All pages of the bid shall be stamped and digitally signed.

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

(d) Bidders who have to participate in this bid will have to register on http://eproc.rajasthan.gov.in. Further Bidders who have to participate in online bids will have to procure digital signature certificate as per IT act so that they can sign their electronic bids.

(e) Before electronic submission of bid, it should be ensured that Section-I, Section-II, Section-II(A), Section-III & Appendix of the bid specification are digitally signed by the bidder.

All bids, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totalling or other discrepancies or which contain over writing in figures or words or corrections not initialled and dated, may be liable to rejection.

The electronically received bids will be opened in the office of the Superintending Engineer (T&C-Jaipur-Rural) RVPN, Jaipur on stipulated date & time in the presence of such bidders or their authorized representative, who choose to be present. The system does not permit electronic submission of late bids after the due date & time.

(h) The opening of bid shall not be witnessed by a bidder or bidders who have not bided for this work.

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

1.07 VALIDITY OF OFFERS: Bid offer shall be valid for a minimum period of 120 days after the date of opening of Bid. Bids mentioning a shorter validity period than specified are likely to be rejected / ignored.
1.08 PRICES:
   a) Bidder must quote their prices indicating the percentage variation on total construction cost of line mentioned in the BOQ of specification. The quoted prices will be complete & firm subject to no variation till completion of the work as detailed in following sub-clauses.

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

   c) The prices quoted should be inclusive of cost of transportation of line material from departmental stores, which are situated within the radius of 20 KM from the route of the line on either side. The price quoted should be inclusive of cost of transportation of line material with a lead of 20 KMs from the departmental stores. In case of lead more than 20 KMs, RVPN shall pay extra lead to the contractor on PWD BSR rates applicable for additional each 1 KM beyond 20 KM. The shortest lead shall be considered for the transportation through which vehicle tractor can go to the site location. The total weight of the tower shall be calculated as per approved bill of material, including accessories.

   d) The rates/prices shall be quoted in the manner as desired in the schedule of prices.

   e) Any Bid containing prices not quoted in the manner prescribed under the above sub clause (a) to (d) is liable to be ignored.

   f) No representation for enhancement of rates, once accepted, will be considered.

1.09 QUANTITIES:
   a) The quantum of work indicated in the accompanied schedule(s) are only provisional and the purchaser reserves the right of revising the same at the time of placing the order. The NIGAM also reserves the right to entrust only part work of a particular transmission line.

   b) The NIGAM also reserves the right to split the quantities and to entrust the order for the erection work to one or more contractors. The Bidder shall agree to accept part works at the rates/prices mentioned in his Bid and/or accepted by the NIGAM.

1.11 COMPLETION TIME
   a) The proposed work is required to be erected/executed and commissioned within a period of three months from the date of order for commencement of work. The commencement of completion period shall be reckoned after fifteen days from the date of issue of commencement order issued by the incharge of the work after ascertaining the availability of material and site clearance.

1.12 AMENDMENT IN SPECIFICATIONS:
   The Superintending Engineer (T&C-Rural), RVPN, Jaipur may revise or amend the specification and timings prior to the date notified for opening of the Bids. Such revision or amendment, if any will be communicated to all the Bidders through corrigendum(s) on http://sppp.rajasthan.gov.in & www.rvpn.co.in as amendment or addenda to this invitation of the Bid.

   The amendment (if any) will be notified on web for all prospective Bidders who have received the Bid documents and it shall be binding on them. Bidders are required to immediately download any such amendment. It will be assumed that the information contained therein has been taken into account by the Bidder in its Bid.
In order to provide prospective Bidders reasonable time to take the amendment into account, in preparing their Bid, the Nigam may, at its discretion, extend the deadline for the submission of Bids, in which case, the Nigam will notify all Bidders on web of the extended deadline, for submission of Bids.

1.13 GENERAL:

(a) 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 Bid 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 Bid or any part of the Bid and shall not assign any reason(s) for the rejection of any Bid or a part thereof.

(d) The fact of submission of Bid to the NIGAM shall be deemed to constitute an agreement between the Bidder and NIGAM whereby such Bid shall remain open for acceptance by the NIGAM and Bidder shall not have option to withdraw his offer, impair or derogate the same. If the Bidder be notified during the period of validity of Bid that his Bid is accepted by the NIGAM, he shall be bound by the terms of agreement constituted by his Bid and such acceptance thereof by the NIGAM, until formal contract of the same Bid has been executed between him and the NIGAM, in replacement of such agreement.

(e) The successful Bidder shall have to execute the contract documents/agreement for the proper fulfillment of the contract. This shall be done by him and the NIGAM shall furnish such an executed stamped agreement free of charge.

1.14 Any action on the part of the Bidder to revise the rates/price at his own interest after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bids to the NIGAM at least for one year.

1.15 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.

1.16 TRANSPARENCY IN PUBLIC PROCUREMENT:

The Government of Rajasthan has enacted the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 w.e.f 26.01.2013. This procurement process is abided by the processes and procedures of the aforesaid Act & Rule. In case the any clause (s), term (s) & condition (s) in this bidder document differ in its interpretation and context from it the later (i.e. GOR Act and Rule as mentioned above) shall prevail.

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

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

Notwithstanding anything contained to the contrary in the specification or Bid 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 "Bidder/Bidder" shall mean and include one or more persons or any firm or any Company or Body incorporate who has submitted the Bid in response to "Invitation of Bid".

d) The "Contractor" shall mean the Bidder/bidder whose Bid has been accepted by the NIGAM and shall include the Bidder'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 Bid.
2. Instructions to Bids.
3. Bid Form including schedule of prices.
5. Letter of Intent and its acknowledgement.
7. Formal work order.
10. Special instructions.
11. Site conditions.
12. Specification, specific conditions, schedules and drawings.
13. Addenda which may hereafter be issued by the NIGAM on web to the contractor as agreed between the Contractor and the NIGAM.

14. The Agreement to be entered into under Clause 2 of these General Conditions.

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 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 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 Bid 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.

q) "CONSIGNEE / ENGINEER INCHARGE", The consignee shall mean and include the Assistant Engineer, Junior Engineer, Asstt. Controller of Stores, Store Superintendents and or any other officer/official of the RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM LTD, all over Rajasthan, performing the duties of the consignee / Engineer Incharge as assigned to him under the contract.

r) "Writing " Shall include any manuscript, type written or printed statement under or over signature or seal as the case may be.

s) The Word "Codes" shall mean and include the Indian Electricity Rules IS Code of practice and Factory Rules and Regulations applicable in the State of Rajasthan on the date of issue of the letter of intent of such modifications thereof as may be specially stipulated by competent State authorities i.e. Electrical Inspector and Chief Inspector of Factories, Rajasthan.

t) Words importing the singular only shall also include the plural and vice versa where the context requires.

2. CONTRACT AGREEMENT:

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 Bid 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.

3. SUBLETTING 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.

4. PERFORMANCE SECURITY DEPOSIT:

a) In order to secure/assure the fulfillment of the contract, the successful Bidder(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 commissioning of transmission lines (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.

If the line is not commissioned at specified parameters but commissioned at reduced parameters due to
reasons beyond the control of the contractor e.g non readiness of Gantry / GSS at the line emanating /
terminating points etc. in those cases such Bank Guarantee shall also be valid up to a period of 14 months
from the date of commissioning of transmission lines at reduced parameters (e.g. up to the last day of the
calendar month).

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.

5. GST & OTHER TAXES, LEVIES &DUTIES:

a) In accordance with the scope of works, this is a labour contract of erection from the "FREE ISSUE"
material, hence GST & other applicable taxes as per Govt. rules if levied, shall be to the Contractor's
account.

b) Work Contract Tax:
The work contract tax will be deducted at the applicable laws on the value of erection, testing &
commissioning activities. Any liability arising on A/c of work contract tax will be to the contractor's
account. Any statutory variation in the work contract tax will be to the contractor's accounts.

c) 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.

6. ERECTION INSURANCE:

The contractor shall take suitable storage cum erection insurance policy for the value of material to be issued by the Nigam at his own cost, the estimated cost of project/material for the purpose of insurance will be as given in the Section-IV Schedule-VI.

The contractor shall also ensure the following

I) Contractor shall take storage cum erection insurance policies for entire project. However the insurance premium could be paid on installment basis, but it will be the responsibility of the contractor that the installments 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 SE(T&C) Jaipur-Rural, Engineer incharge and A.O. (T&C) Jaipur-Rural by the contractor.

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

III) In case of contractor who have executed the work of at least one line in RVPN, stubs, SST & Earthing material will be issued in lots of 30 sets of stubs at a time for carrying out stub setting work without insisting for erection insurance. However insurance may be arranged by the contractor prior to issue of super structures and other line material to him and shall remain valid up to 30 days from the date of handing over of the line to the Engineer-incharge. Payment for survey, excavation, stub setting, concreting & earthing shall be made without insisting for insurance policy. However responsibility for any loss/damages will be to the contractor's account.

In case of new contractor insurance will be arranged by the contractor prior to issue of stubs, super structures and other line material to him and shall remain valid up to 30 days from the date of handing over of the line to the Engineer-incharge. Payment for survey shall be made without insisting for insurance policy.

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

V) Insurance policy shall be drawn in favour of the project indicating the full name of transmission line.

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

VII) Insurance policy shall be in combined name of RRVPN and contractor.

VIII) Computerized and stamped insurance policy shall be furnished by the contractor to the SE(T&C) Jaipur-Rural for its acceptance.

IX) A copy of Computerized and stamped insurance policy shall also be furnished by the contractor to the line incharge who on receipt of its acceptance issued by SE(T&C) Jaipur-Rural, shall issue the line material.

If line is not completed within the schedule completion time, the extension of insurance policy shall be arranged by the contractor. A part of the premium paid to the Insurance company for this extension, corresponding to the delay on the part of RVPN, shall be reimbursed to the contractor on finalization of time.
extension case. However part of the premium corresponding to the delay on the part of the contractor shall be borne by the contractor.

Deviation to this clause will not be acceptable. It is in the interest of contractor to take insurance policy for a longer period.

X) In case of up-gradation/modification of existing EHV transmission lines, the contractor may take section wise (instead for complete line/work) storage cum erection insurance policy. However, this section wise policy shall also remain valid up to 30 days from the date of handing over the section of line to the Engineer-in-charge.

7. COMPLETION TIME:

a) The completion time shall be governed by clause No.1.11 of Section-I.

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".

8. DELAY IN COMPLETION:

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

(i) To recover from the Contractor, 0.5 % (half percent) per week or part thereof for remaining period of delay (for unexecuted works) subject to maximum of 10% (ten percent).

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

(iii) In case, completion of the work is not possible within the specified completion period, time extension in completion period shall be sought in advance for which the contractor will request the incharge of work for grant of time extension in completion period. Engineer In-charge will review the situation, record the reasons of delay activity wise either on part of Nigam or the contractor as the case may be and initiate a case for grant of further extension in completion period (original or revised) without waiting for completion of the work, indicating expected revised target date of completion. Such case for time extension will be processed by the Engineer In-charge and submitted to XEN (T&C) before expiry of the stipulated completion period. The XEN (T&C) will examine the matter and submit his comments for obtaining time extension or cancellation of contract on the basis of facts/recorded reasons.

(iv) The Accounts officer (T&C) will ensure that, final bill is entertained only after grant of suitable time extension in completion period is received from the competent authority.

9. TERMS OF PAYMENT:

Payment for the erection of the line will be made to the contractor on submission of bills in accordance with the procedure as detailed below.

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) in-charge of the work.
ii) Balance 10% payment will be made after the 3 months performance period is over and instructions for release of the RMD has been issued by the SE(T&C) Jaipur-Rural 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) The payment of the running bills, up to the work order value will be released without limiting to the individual item quantity.

(iv) Deduction, in respect of deficiencies etc. will be made by the AEN-Incharge 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</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verification by AEN-Incharge &amp; submission to XEN.</td>
<td>7 days</td>
</tr>
<tr>
<td>Countersignature by XEN &amp; forwarding to AO(T&amp;C-rural)</td>
<td>3 days</td>
</tr>
</tbody>
</table>

10. 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) in-charge of the works at the end of that particular month, who will in turn process the same and forward it to XEN(T&C) in-charge of the works for countersignatures and finally to the Accounts Officer(T&C) Jaipur-Rural 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) in-charge of the works, who will in turn process the same and forward it to XEN(T&C) in-charge of the works for countersignatures and finally to the Accounts Officer(T&C) Jaipur-Rural for payment.

iii) All the bills (in accordance with above clauses) shall be furnished along with following information:

a) Item wise work done during billing period, i.e., respective month
b) Cumulative work done item wise.
c) Accounts for all type of material / bolts-nuts and accessories consumed and balance stock.

iv) The payment shall be made as per payment policy of the Nigam and completion of all contractual formalities as per requirement of the work order but in case of delay in payment the purchaser shall not be liable to pay any interest on the outstanding amount to the contractor.

11. INSPECTION BY NIGAM'S REPRESENTATIVE:
i) Any authorized authority of the Nigam including XEN (T&C / GSS) 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) Wherever asked upon to do so, the contractor shall check the sag of the conductor and earthwire in the presence of NIGAM's Engineer before final sagging. The contractor shall intimate the date and time of final sag to the NIGAM's Engineer well in advance and the same will be done in the presence of NIGAM's Engineer.

12. GUARANTEE:

The erection work will be covered under guarantee period against any defect arising from erection workmanship up to a period of 3 months from the date on which the line 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 SE(T&C) Jaipur-Rural.

13. 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 1st Class Magistrate or notary public or directly confirmed by the issuing Banker along with a certificate with regard to stamp duty.

Such guarantee shall be valid initially for a period of 6 months and to be extended for the period as specified in Clause No. 12. The contractor shall have to extend the validity period of the Bank guarantee, if required on intimation from the purchaser. Such Bank guarantee should remain valid up to the last day of the calendar month and be furnished in whole rupees.

14. METHOD OF MEASUREMENT:

14.1 DE-STRINGING OF CONDUCTORS, REPLACEMENT OF LONG ROD STRINGS OF DISC & RESTRINGING OF CONDUCTOR.:

Measurements shall be taken as per scope of work & rate mentioned in the work order. Payments shall be made as per approved rates.

15 LABOUR LAWS:

15.1 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.”

15.2 EMPLOYEES PROVIDENT FUNDS:

The contractors registered with PF Commissioner will only be qualified to participate in the bid. The contractor shall have to submit a certificate every month that he is an establishment covered under the
employees provident fund and miscellaneous provisions act.1952 and is having a separate code number with the Provident Fund Commissioner and also that the Provident Fund contribution in respect of all the employees employed by him along with employer's share of contribution etc. is being deposited with the Provident Fund authorities and shall also submit certified photo copies of the challans of deposits.

15.3 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 herein above elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the NIGAM or Govt. for or in respect of performance of his obligation under the contract documents. The NIGAM shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor, and the contractor shall indemnify and keep indemnified the NIGAM against all claims, demands, proceedings, cost, charge and expenses whatsoever in respect thereof or in relation thereto.

16. CLIMATIC AND ISOCERINIC CONDITIONS:

The Contractor shall be required to execute the work in the tropical conditions such as high temperature, excessive humidity, dust and salt-laden atmosphere as detailed below.

(a) Maximum ambient air temperature in shade 50 deg.C
(b) Minimum temperature of air in shade 0 deg.C
(c) Maximum relative humidity 90%
(d) Minimum relative humidity 10%
(e) Height above Mean sea level, Upto 530 meters
(f) Dust storms are liable to occur during the period from March to July
(g) Average no. of thunder storm days per annum 25
(h) Average no. of tropical monsoon(condition) per annum 4 months
(i) Average Rainfall 10 cms to 100 cms.

17. MATERIAL AND WORKMANSHIP:

All the work executed shall be of best quality and capable of satisfactory operation under the climatic humid tropical conditions mentioned under clause no.16 above. The workmanship shall be of the highest grade and the entire work shall be in accordance with the best modern Engineering practices.

18. 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.

19. SITE TESTS:

The NIGAM reserves the right to carry out any site tests. He may decide upon at his own expenses. In case the quality of work is not found as per work order, all expenses incurred during the site testing will be to the contractor's account.

20. CHANGE OF NAME OF THE BIDDER/CONTRACTOR:

(a) At any stage after Biding the NIGAM shall deal with the Contractor only in the name and at the address under which he has submitted Bid. All the liabilities / responsibilities for due execution of the Contract shall be that of the Contractor and in no circumstances, he shall be relieved of any obligations under the Contract. The NIGAM may, however, at his discretion deal with the Agents/ Representatives/ Distributors/ Manufacturers/ Associates/ Principals/ Sister concerns and such dealings shall not absolve the Contractor(s) from his responsibilities/ obligations/ liabilities to the NIGAM, under the contract.
(b) Any change/alteration of name/Constitution/Organization of the Contractor shall be duly notified to
the NIGAM and the NIGAM reserves the right to determine the Contract, in case
of any such notification. In the event of such determination, the Nigam may get the work executed from
elsewhere at the risk and cost of the contractor.

21. DEDUCTION FROM CONTRACT PRICES:
The amount of all cost, damage or expense or other sums which under a particular Contract shall be
payable by the Contractor to the NIGAM, shall be deducted by the NIGAM from amount due or
becoming due by him to the Contractor under this contract or any other Contract without prejudice to the
NIGAM's right to recover the same by ordinary process of law.

22. BANKRUPTCY:
If the Contractor shall commit any act of bankruptcy or being a Corporation commence to be wound up
except for reconstruction purpose of carry on its business under a receiver, the executors, successors or other representative in law of the Contractor or any such receiver, liquidator or any person in whom the Contract may become vested, shall forthwith give notice thereof in writing
to the NIGAM and shall for one month during which he shall take all reasonable steps responsible to
prevent stoppage of the works, have the option of carry out the Contract subject to his or their
providing such guarantee, as may be required by the NIGAM but not exceeding the value of the work
for the time being remaining executed. In the event of stoppage of the works, the period of the option
under this clause shall be fourteen days only. Provided that should the above option not be exercised,
the Contract may be determined by the NIGAM by notice in writing to the Contractor and it shall be
lawful for the NIGAM to take the work full or in part out of the Contractor's hands and recontract at
reasonable prices with any other persons and the NIGAM shall be entitled to retain and apply any
balance which may be otherwise due on the Contract by him to the Contractor, or such part there of as
may be necessary to the payment of the cost of executing such work as aforesaid.

23. CONTRACT DOCUMENTS:
The contractor shall have to execute the contract agreement within 15 days from the date of receipt of
detailed work order in triplicate in the prescribed (Form-VII) on non judicial stamp paper as per
stamp duty applicable in Govt. of Rajasthan along with copy of work order, copy of Section-I
(Instructions To Bidders), Section-II (General conditions of Contract including Erection), Section-II(A)
(Commercial Terms & Conditions for Erection of Transmission Line) and Section-III (Technical
Particulars). It is advised that each and every page of relevant documents are signed by authorized person
with stamp.
It may however be ensured that the one copy of the work order and other Documents as above, are
signed by an authorized person holding valid power of attorney. The power of attorney on non judicial
stamp paper worth Rs. ...... ( as per stamp duty rules) which should be attested by the notary public. For this
a copy of power of attorney in favour of person signing these documents, duly notarized in original be also submitted along with the above documents.
The receipt of above documents in order shall be notified by the Accounts Officer (T&C) Jaipur-Rural,
RVPN, Jaipur in due course of time under intimation to SE (T&C), Jaipur-Rural. No any payment shall
be released without acceptance of the contract agreement.

24. 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 Superintending Engineer (T&C) Jaipur-Rural, RVPN,
Heerapura, Ajmer Road, Jaipur.

25. 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
JAIPUR(RAJASTHAN) only and no courts other than courts in Jaipur 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 guidelines 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 Accounts Officer (T&C Jaipur-Rural, RVPN, Jaipur 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.

26. ACCEPTANCE OF THE ORDER:

The acceptance of the order shall be conveyed to the Superintending Engineer (T&C Jaipur-Rural, RVPN, Heerapura, Ajmer Road, Jaipur, within ten days of the receipt of 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.

Superintending Engineer (T&C-Rural)
RVPN, Jaipur.
SECTION - II(A)

COMMERCIAL TERMS & CONDITIONS FOR ERECTION OF TRANSMISSION LINE:

2.1 SCOPE:

2.1.1 The erection work covered under this section consist of following:-

(i) To visit the line route for undertaking the proposed work of replacement of insulator strings.

(ii) Taking delivery of material from the NIGAM, checking them, transporting to Contractors Stores and keep in safe custody.

(iii) To take suitable storage cum erection insurance policy.

(iv) Distribution of all materials to erection site.

(v) De-stringing of conductor.

(vi) Removal of old disc insulator strings & erection of new strings.

(vii) Restrung / Stringing of ACSR PANTHER / ZEBRA for 132 KV / 220KV line and ground wire including stringing of conductor and earthwire as per standard practice. The bidder shall indicate in the offer the detailed description of the procedure to be deployed for stringing operation.

(viii) Testing commissioning and guarantee of all the activities carried out from (i) to (vii).

(viii). The work shall be carried out as per Technical details of this specification.

2.1.2 The erection works covered under this specification is for 132 KV / 220KV transmission lines as detailed in BOQ.

2.1.3 The successful contractor shall carry out all addition/alteration required to complete the line for commissioning at the same rates as indicated in schedule.

2.1.4 The successful contractor shall carry out/ take up the work of erection activities awarded to him on as is where is basis.

2.1.5 The contractor shall deploy qualified engineer for supervision of construction work of transmission lines.

2.2 WAY LEAVE, TREE CUTTING AND OTHER OBSTRUCTIONS:

2.2.1 The NIGAM will arrange for right of way and clearance for other obstructions, however tree/crop cutting and corridor clearance as per IS 5613 Pt-II will be done by contractor at his own cost. Compensation for tree/crop if any shall be borne by the NIGAM. Proposals for "Right of way" and clearance for other obstructions will have to be prepared and submitted by the contractor well in time. It will also be necessary on the part of contractor to instruct his labourers and staff to use minimum area while doing the work where there are standing crops. No person of the Contractor should pick any items from standing crops. The Contractor should take all possible steps to avoid or minimize damage to standing crops, etc.

2.2.2 The Contractor should immediately notify any obstructions or hindrance from local villagers or the local authorities in the execution of the work, to the concerned Engineer-in-charge but should not deal directly the matter. The Engineer-in-charge will arrange to remove the obstacles as soon as possible.
2.2.3 For the clearance, permissions, removal of obstructions in way leave, etc. the contractor shall not remain contented by simply informing the NIGAM but shall invariably assist and arrange for personal follow up to overcome the difficulties in the interest of progress of the work.

2.3 ACCESS TO LOCATIONS:
2.3.1 It will be the contractor's sole responsibility to take the materials up to the location. Any path way, temporary road, temporary bridge required will have to be provided by the Contractor at his cost. If, for any reason the above is not feasible, the Contractor at his own cost shall have to arrange transportation by head loads. This is in connection with the transportation of material only and if any compensation is required to be paid for land (excluding construction) thus used, the same would be paid by the NIGAM to different agencies directly or through the contractor.

2.3.2 The Contractor will be deemed to be very well familiar with the route of the Transmission line before giving the offer. Notwithstanding, the difficulties of terrain, location approaches, way leave and other obstructions the price quoted for all the items of erection in the Schedule-I Section-III shall not undergo any change at any stage of work (including the time limit extension, if of special, rates consideration).

2.4 DISTRIBUTION OF MATERIALS:
2.4.1 The contractor has to take delivery of tower and other materials directly from the NIGAM's store, and keep them in safe custody and transport to the respective tower erection site and will be responsible for any damage to or loss of all tower/line materials at any stage during transportation or erection. The materials that will be issued by the NIGAM will be in "as is where is" conditions at the stores centre of the purchaser in the area during working hours.

2.4.2 The line materials for the line shall be issued by the Engineer Incharge of this project. The line material shall be issued to the contractor only after furnishing of valid insurance policy and Indemnity Bond to the line incharge. The insurance policy shall be accepted by the SE(T&C Jaipur-Rural) as per clause No. 6 of Section-II whereas Indemnity Bond shall be accepted by the AEN incharge.

Note:- The material must be issued as per actual requirement only. No excessive quantity of any item be issued to the contractor. The Engineer Incharge will keep a vigilant watch on the consumption and balances of material with contractor in accordance to the quantum of work executed / to be executed. The material shall be issued to the contractor at least 7 days prior to the starting date of corresponding activity for which the contractor shall intimate in writing the line incharge regarding start date of activity.

2.4.3 All the material shall be thoroughly checked before lifting from NIGAM stores. Once the material is lifted, no complaint for quantity or and quality will be entertained.

2.4.4 On completion of the work, all surplus line materials shall be returned by the Contractor to the stores of the NIGAM as per the instructions of the Engineer-in-charge of the works at no extra cost to the NIGAM.

2.4.5 The Contractor shall submit the complete Materials Account Statement immediately after the work is completed and in any case not later than one month of completion of the line. The MAS A/c shall be settled within 15 days from the date of receipt of MAS by the line incharge. A copy of M.A.S finalized by the line incharge will be provided by him to the purchaser for finalization of recovery towards MAS A/c (if any).

2.4.6 Recovery of all line material shall be effected at double the issue rate.

2.4.7 All the surplus material as well as dismantled from work site mentioned above shall be returned to the purchaser, site stores as per instruction of Engineer-in-charge of the works within seven days of completion of erection. This includes unloading of material and stacking it as per instruction of the Engineer-incharge.
2.5 TESTING AND COMMISSIONING:

2.5.1 After completion of the work, as mentioned in Clause No.2.1 "Scope", the Contractor will ensure that all works connected with the line have been completed correctly as per Indian Electricity Rules and procedure. Any extra cost involved due to incompleteness of work or bad workmanship found out subsequently, shall be set right forthwith by the Contractor at his cost. The contractor shall arrange to handover the complete line.

2.5.2 TAKING OVER:

When the whole of the works have been completed and have passed all the tests on completion prescribed in the contract to the satisfaction of the Engineer-in-charge. The Engineer-in-charge shall issue to the contractor a taking over certificate as proof of the final acceptance of the line. Such certificate shall not unreasonably be withheld nor will the Engineer-in-charge delay the issuance thereof on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the transmission line. Such certificate shall not relieve the contractor of any of his obligation which otherwise become due by the terms and conditions of the contract. Contractor shall give an undertaking to finish any outstanding work expeditiously.

2.5.3 The line can be charged and taken over if the deficiencies do not materially affect the safety of the line and can be attended while the line is in charged condition. However, the deficiencies shall be jointly listed and intimated to the ordering authority.

2.6 ELECTRICITY RULES:

2.6.1 All works shall be carried out in accordance with the revised and latest provisions under Indian Electricity Act, and Rules made there under.

2.7 ERECTION TOOLS:

2.7.1 All the erection tools required during construction of lines shall be arranged by the contractor at his own cost.

2.7.2 The Contractor shall only be completely responsible for any damage and or loss of erection tools.

2.8 WASTAGES:

2.8.1 The contractor shall make every efforts to minimize the breakages, losses and wastages of line materials etc. supplied "Free of Cost" by the NIGAM, for construction.

2.8.2 The maximum ceiling for wastages permitted is as under:

(a) For New line works

<table>
<thead>
<tr>
<th>Item</th>
<th>% wastage permitted(Max.)</th>
<th>Compensation payable for excess wastage.</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Conductor and earth wire</td>
<td>1%</td>
<td>{ Double</td>
</tr>
<tr>
<td>ii) Insulators</td>
<td>1%</td>
<td>} the issued rate.</td>
</tr>
</tbody>
</table>


### (b) For Dismantling works

<table>
<thead>
<tr>
<th>Item</th>
<th>% wastage permitted (Max.)</th>
<th>Compensation payable for excess wastage.</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Conductor and earth wire</td>
<td>5%</td>
<td>Current standard issue rate</td>
</tr>
<tr>
<td>ii) Insulators</td>
<td>As per actual, verified by line-incharge</td>
<td></td>
</tr>
<tr>
<td>iii) Bolts-Nuts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Dismantled bolts &amp; Nuts</td>
<td>2%</td>
<td>Current standard issue rate</td>
</tr>
<tr>
<td>not tack welded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Tack welded</td>
<td>10%</td>
<td>Current standard issue rate</td>
</tr>
<tr>
<td>dismantled bolts &amp; nuts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>as scrap by weight</td>
<td></td>
<td></td>
</tr>
<tr>
<td>bolts &amp; Nuts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv) Hardware &amp; accessories</td>
<td>1%</td>
<td>-do-</td>
</tr>
<tr>
<td>v) Dismantling of tower members</td>
<td>5%</td>
<td>-do-</td>
</tr>
<tr>
<td>(as per actual at site verified by line-incharge)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.8.3 The erection contractor shall return to the NIGAM all the unused items. Conductor/groundwire length(s) less than 20 meters will be treated as wastage, but would be required to be returned as far as possible. However, the erection contractor shall compensate the NIGAM at double the issued rate for the quantities exceeding permitted wastage and material not returned by the contractor.

2.8.4 All the wastages are accountable except for items(i) of clause No. 2.8.2. The account of permissible wastages shall be maintained at site in the registers as prescribed by the Engineer-in-charge of works, which will be subjected to periodical checking by NIGAM's authorized representatives.

2.8.5 The account of wastages shall also be submitted on monthly basis (with running accounts bills) to the Engineer-in-charge of works.

### 2.9 PROGRESS REPORT:

2.9.1 Fortnightly progress reports of works & for status of material availability in duplicate shall be regularly submitted to the concerned Executive Engineer (T&C), Assistant Engineer (T&C) incharge of works with a copy to the Superintending Engineer (T&C).
2.9.2 Progress review meeting with the contractor will be taken by SE(T&C) monthly and by ZCE(T&C), Jaipur bimonthly. Minutes of such meeting shall be drawn and will include progress of works, site constraints, material constraints, delay on part of RVPN/contractor, other bottlenecks, instructions given decisions taken, agreed targets and views of both parties. Copy of these minutes shall be sent to XEN(T&C) concern and the Contractor.

Deficiencies in the work shall be communicated in writing to the contractor continuously and timely by all inspecting officers, and also taken up during progress review meetings. Deficiencies which materially affect the safety and commercial use of the line will have to be attended by the contractor before the line is declared fit for charging or taken over.

2.10 QUANTITY OF WORK:
2.10.1 The quantities of various items of erection indicated in Schedule-I of Section-IV are tentative. Final quantities shall be determined after completion of work. The contractor has to carry out the work according to quantities as determined so as to complete the line for commissioning for which the rates quoted in the Bid shall be valid.

2.11 PENALTY FOR DELAY:
The Bidder should note that the completion time allowed for carrying out the work in the Bid shall be strictly observed. In case of failure to complete the contracted works within the stipulated completion period, the contractor shall be liable to pay penalty as per Clause No.8 "Delay in Completion" of Section-II.

2.12 IMPORTANT:
2.12.1 The bidders should quote these rates strictly in accordance with commercial terms and conditions of erection of towers and other terms and conditions of this Bid specification and they should not quote their own terms and conditions. The bids not falling in line with NIGAM's terms and conditions quoted in the Bid, are liable to be summarily rejected.
2.12.2 In case of any doubt or interpretation of the terms and conditions, the decision of Zonal Chief Engineer(T&C), RVPN, Jaipur will be final and binding to the bidder and no dispute in this regard will be entertained.
2.12.3 The Bidders should specifically note that the offer containing:
a) Deviations/addition/alterations/commissions in bidding schedules.
b) Deviations and contradictions to terms and conditions specified in this Bid are liable to be summarily rejected.

2.14 SPECIAL INSTRUCTIONS:
2.14.1 Offer with any change suggested in price variation formula will be out rightly rejected.
2.14.2 The Bidders shall specifically note that the NIGAM will not pay any extra amount towards any type of claim except for the description indicated in erection schedule.
2.14.3 Quantities given in the Section-IV, Schedule-I, are tentative and may vary according to requirement of the line to be erected. The contractor shall have to carry out the work accordingly to the quantities as determined at site at the quoted rates till the complete line is erected and the payment shall be made accordingly.

Superintending Engineer (T&C-Rural)
RVPN, Jaipur.
SECTION - III

TECHNICAL PARTICULARS

3.1 SCOPE:

3.1.1 Please refer to Clause No.2.1 of this specification.
3.1.2 The contractor shall be fully responsible for completing all the above works and till they are taken over by the NIGAM.
3.1.3 The methods of erection activities not dealt in details are left to the Contractor who shall exercise his own judgement with regard to actual handling of materials and in deciding upon the best methods to be adopted.

3.2. INSULATOR HOISTING:

3.2.1 Suspension insulator strings shall be used on all tangent type towers with deviation upto 2 deg and tension insulator strings on all small, medium, large angle and dead end type towers on all lines. Technical particulars of conductor, earthwire and insulator strings are indicated in clause No.3.3.1.
3.2.2 Insulators strings shall be as assembled on ground. These shall be cleaned and examined for hair cracks, chips or defective glazing (not exceeding half centimeter square) and then hoisted by careful handling. The work will include fittings of all hard wares and fittings in their proper places and order.

3.3. STRINGING OF CONDUCTOR AND GROUND WIRE

3.3.1 FOR 220KV LINES:

(i) DETAILS OF CONDUCTOR:

<table>
<thead>
<tr>
<th>a) Material</th>
<th>ACSR 'ZEBRA'</th>
</tr>
</thead>
<tbody>
<tr>
<td>b) Size &amp; Stranding</td>
<td>400 mm sq. nominal area 54/3.18 mm</td>
</tr>
<tr>
<td></td>
<td>aluminium +7/3.18 mm steel.</td>
</tr>
<tr>
<td>c) Max. sag under max. temperature &amp; still wind</td>
<td>9420 mm (at 75 deg C. including 2% for conductor creepage).</td>
</tr>
</tbody>
</table>

(ii) DETAILS OF EARTH WIRE:

| a) Material                  | Galvanized stranded steel wire 7/3.15 mm quality. |
| b) Max. sag under max. temperature and still wind | 5840 mm (at 65 Deg.C.) |

(iii) DETAILS OF INSULATOR STRING:

| a) Size of discs | 255 x 145mm |
| b) No. of discs  |
| 1) Suspension string | 13 |
| 2) Tension string  | 14 |
| c) Insulator string | |

<table>
<thead>
<tr>
<th>[Length of Insulator Strings]</th>
<th>Weight [KG.(Approx.)]</th>
<th>EMS [KG.]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Single suspension</td>
<td>2256/1676</td>
<td>80/60</td>
</tr>
<tr>
<td>2. Double suspension</td>
<td>2515/1909</td>
<td>175/125</td>
</tr>
<tr>
<td>3. Single tension</td>
<td>2940/2230</td>
<td>130/100</td>
</tr>
</tbody>
</table>
4. Double tension 3215/2575 275/200 11500/11500

FOR 132KV LINES:-

i) DETAILS OF CONDUCTOR:
   a) Material: ACSR 'PANTHER'
   b) Size & Stranding: 220 mm sq. nominal area aluminium + 7/3.18 mm steel.
   c) Max. sag under max. temperature & still wind:
      7770 mm (at 75 deg C. including 2% for conductor creepage).

(ii) DETAILS OF EARTH WIRE:
   a) Material: Galvanized stranded steel wire 7/3.15 mm quality.
   b) Max. sag under max. temperature & still wind:
      5840 mm (at 65 Deg.C.)

(iii) DETAILS OF INSULATOR STRING:
   a) Size of discs: 255 x 145mm
   b) No. of discs:
      1) Suspension string: 9
      2) Tension string: 10
   c) Insulator string:

<table>
<thead>
<tr>
<th>Length without hanger mm</th>
<th>Weight KG. (Approx.)</th>
<th>EMS KG.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Single suspension</td>
<td>2256/1676</td>
<td>80/60</td>
</tr>
<tr>
<td>2. Double suspension</td>
<td>2515/1909</td>
<td>175/125</td>
</tr>
<tr>
<td>3. Single tension</td>
<td>2940/2230</td>
<td>130/100</td>
</tr>
<tr>
<td>4. Double tension</td>
<td>3215/2575</td>
<td>275/200</td>
</tr>
</tbody>
</table>

3.3.2(a) Before commencing of stringing work, contractor must obtain approval of sag tension charts (these shall have to be supplied by the Contractor) showing initial and final sags and tensions for various temperature and spans. The details of spans, temperature range etc., will be furnished to the successful Bidder after the check survey completed. If the NIGAM used the sag shall be adjusted to suit to the sag indicated against actual temperature for an individual span. The thermometer shall be provided at the conductor point during the stringing work.

3.3.3 HANDLING OF CONDUCTOR AND EARTH WIRE:

3.3.3.1 The Contractor shall be entirely responsible for any damage to the towers or conductors during stringing. While running out the conductors, care shall be taken that the conductors do not touch and rub against the ground or objects which cause scratched or damage to the strands. The conductors shall be run out of the drums from the top in order to avoid damage due to chafing, immediately after running out, the conductor shall be raised at the supports to the levels of the clamp and placed into the running blocks shall be of such a design that the seat is semi-circular and larger than the diameter of the conductor ground wire and it does not slip over or rub against the sides. The grooves shall be lined with hard rubber or neoprene to avoid damage to conductor and shall be mounted on properly lubricated bearings.

3.3.3.2 The running blocks shall be suspended in a manner to suit the design of the cross-arm. All running blocks, especially those at the tensioning end shall be fitted on the cross arms with jute cloth wrapped over the steel work and under the slings to avoid damage to the slings as well as to the protective surface finish of the steel work. Normally, suspension towers shall not be used even for
temporary termination. In case small or medium angle towers are used even for temporary terminations, these shall be well guyed and steps be taken by the Erection Contractor to avoid damage. Guying proposal along with necessary calculations shall be submitted by the Erection Contractor to avoid damage. Guying proposal along with necessary calculations shall be submitted by the Erection Contractor to Engineer-in-charge for the approval. Proper T&P shall also be made available to the Purchaser by the Erection contractor for checking the tensions in the guy wires. The drums shall be provided with a suitable braking device to avoid damages, loss running out and kinking of the conductor. The conductor shall be continuously observed for loss or broken strands or any other damage. When approaching end of a drum length, at least three coils shall be left when the stringing operations are to be stopped. These coils are to be removed carefully and if another length is required to be run out, a joint shall be made as per the recommendations of the manufacturers.

3.3.3.3 Repairs to conductors, if necessary, shall be carried out during the running out operations, with repair sleeves. Repairing of conductor surface shall be done only in case of minor damage, scuff marks etc. keeping in view both electrical and mechanical safe requirements. The final conductor surface shall be clean smooth and shall be without any projections, sharp points, cuts, abrasions etc.

3.3.3.4 Conductor splices shall be so made that they do not crack or get damaged in the stringing operation. The Contractor shall use only such equipment/methods during conductor stringing which ensures complete compliance in this regard.

3.3.3.5 Derricks shall be used where roads, rivers, channels, tele-communication or overhead power lines, railway lines, fences or walls have to be crossed during stringing operations. It shall be seen that normal services are not interrupted or damage caused to property. Shut-down shall be obtained when working at crossing of overhead power lines. The Erection Contractor shall be entirely responsible for the proper handling of the conductor, ground wire and accessories in the field.

3.3.3.6 The sequence of running out shall be from top to downwards, i.e. the ground wire shall be run out first followed by the conductors in successions. Unbalances of loads on towers shall be avoided as far as possible.

3.3.3.7 The proposed transmission line may run parallel for certain distance with the existing transmission lines which may remain energized during the stringing period. As a result there is a possibility of dangerous voltage build-up due to electromagnetic and electrostatic coupling in the pulling wire conductors and groundwires, which although comparatively small during normal operations can be severe during switching operation, it shall be the Contractor's responsibility to take adequate safety precautions to protect his employees and other from this potential danger.

3.3.3.8 Towers not designed for one side stringing shall be well guyed and steps taken by contractor to avoid damage. The contractor has to submit the detailed proposal along with the calculation for guying which shall be approved by the employer. Proper T&P shall be made available to the Employer by the contractor for checking the tension in the guy wires. All the expenditure on account of the above work is deemed to be included in the Bid and no extra payment shall be made for the same.

3.3.4 The conductor and groundwire shall be made to sag correctly as per stringing charts before they are finally transferred to the for conductors and to clamps for groundwire. No joint should be made at less than 30 meters from the tower and no joint shall be permitted in Railway, River, Road and other important crossing spans. There shall not be more than one joint in a span of each conductor. All conductors shall be stressed to their maximum working load at the time of stringing, as per approved stringing charts. The minimum clearance between the lowest point of conductor and ground shall not be less than 6100mm.

All compression joints should be carefully made and record of initial and final lengths of the joints jointly signed by Contractor's and NIGAM's Representative should be maintained. Dynamometers shall be used in tensioning the conductors, check for sag should also be made at intervals when conductors are drawn up. Over stressing, causing damage to towers should be avoided. Care should be exercised not to over tension the conductor. An extra sag of 150mm be allowed at all the important tension locations like Railway/River crossings.

After being pulled the conductor / ground wire shall not be allowed to hang in the stringing sheaves for more than 72 hours, before being pulled to the specified sag. During the time the conductor/ground wire is on, the stringing sheaves before sagging-in, it shall be ensured that the conductor/ground wire is not damaged due to wind, vibration, vehicles or other causes, scaffolding should be used to cross the important roads and Railway for minimum interruption to traffic.
3.3.5 The conductor shall be pulled up to desired sag and left in serial stringing sheaves for at least one hour after which the sag shall be re-checked and adjusted, if necessary, before clipping in and transferring the conductors from the serial stringing sheaves to the suspension clamp.

3.3.6 Conductors shall be clamped with in 24 hours of sagging in. The sag will be checked in the larger spans of the section in case of sections up to eight spans and in one intermediate larger span also for section with more than eight spans.

3.3.7 The stringing sheaves, when suspended on the transmission structure for sagging, shall be so adjusted that the conductor will be on the sheaves at the same height as the suspension clamp to which it is secured.

3.3.8 The stringing of the ground wire shall be done in accordance with the stringing charts approved by the purchaser. The details of operations proposed to be followed by the Bidder shall be indicated in the Bid. The galvanized steel ground wire of size 7/3.15 mm for 220KV and 132KV lines shall be strung to run continuously over the conductors. The ground wire shall be pulled, sagged and clamped in from tension tower to tension tower before the phase conductors are pulled in that section.

3.3.9 All the line conductors shall be terminated at sub-station structures whose details shall be furnished by the NIGAM at the appropriate time. The conductor shall fix strain insulators on the sub-station structures.

3.3.10 Armour rods and vibration dampers shall be fitted at each suspension towers before final clamping of conductor with insulator strings. Vibration dampers are to be fixed using aluminium tape with each clamping bolt and incorrect vertical position in relation to conductor. Compression type joints are to be used for joining of conductors. Each part connected with joints shall be perfectly cleaned by wire brush and properly greased before final compression. All the joints of conductor and earthwire shall be made in the best workmanship manner and shall be perfectly straight and having maximum possible strength V.D. shall be fitted on each location on G.W. also.

3.3.11 Stringing work includes hoisting the insulators fixing hardwares, fitting armour rods and vibration dampers, making joints, repair sleeves etc. All stringing tools special or otherwise should be arranged by the conductor at their cost.

3.3.12 Proper guys shall be provided to counter balance the paying out tension of conductor/groundwire at the tension locations, to avoid damage to towers and/or accidents.

3.3.13 For stringing of one circuit of a Double Circuit line (Whose one circuit is already charged), works like hoisting of insulator string, laying, jointing & tensioning of conductor, clamping with armour rods & fixing of vibration dampers etc. will have to be carried out without shutdown of other circuit. Shutdown will be allowed on the day of final stringing as well as during rough sagging.

3.4 De-stringing:
Method of de-stringing is left to the Contractor subject to the responsibility for any damage done to the material and human life due to any cause. The Contractor is permitted to make the bundles of conductor / earth wire up to lengths of 300 meters. The complete de-strung conductor / earth wire along with the insulators, hardware, etc will be required to be deposited in the departmental stores (within 20 kM) and handed over to the store – in – charge in the store. However, % wastage shall be allowed as per provisions mentioned in 2.8.2 (b).

3.5 TESTING & COMMISSIONING:
After the erection is completed in all respects, the line should be the roughly patrolled and checked for continuity and clearances. The line should be beggared to check its insulation level. Afterwards a line clear should be given to the Engineer-in-charge that the line is clear and free of man and materials and is fit to be charged. If on charging the line is found not to hold, the contractor should arrange to patrol the line and find out the, causes for the tripping and rectify the defect at no extra cost to the NIGAM. The Contractor shall ensure that at the end of each sub-activity the surplus material is immediately removed from the work-site to avoid loss and injury to the public.

Superintending Engineer (T&C-Rural)
RVPN, Jaipur.
APPENDIX

- 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 abiding 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.
• Annexure -B: 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 Bid 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: 
bidder

Signature of

Name:

Designation:

Address:
• 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.S3 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 there under, 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, omissions, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provide that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filled under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Biding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

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

(a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

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

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 (enclose 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 proposes 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
SCHEDULE OF QUANTITY & PRICES FOR REPLACEMENT OF SUSPENSION STRINGS OF LILO SECTION OF 220 KV KOTPUTLI-NEEMRANA LINE TO 220 KV Ckt.II KHETRI-HEERAPURA LINE.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of work.</th>
<th>QTY. (Nos. of strings)</th>
<th>Rate (BSR-2017)</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Replacement of Suspension Strings of LILO Section of 220 KV Kotputli-Neemrana line to 220 KV Ckt.II Khetri-Heerapura line.</td>
<td>1134</td>
<td>2246.00</td>
<td>25,46,964.00</td>
</tr>
</tbody>
</table>

1. I/We agree to execute the above work as per tender specifications @..............% above / below of the rates mentioned in this schedule (BSR-2017).
2. GST @............ is inclusive / exclusive of quoted rate.

(Signature)
Name & Designation
With seal of the firm
## SECTION-IV

## SCHEDULE-III

Schedule of completion of Replacement of Suspension Strings of LILO Section of 220 KV Kotputli-Neemrana line to 220 KV Ckt.II Khetri-Heerapura line.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the line</th>
<th>Period of completion for erection &amp; commissioning of transmission lines</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Replacement of Suspension Strings of LILO Section of 220 KV Kotputli-Neemrana line to 220 KV Ckt.II Khetri-Heerapura line.</td>
<td>3 months</td>
</tr>
</tbody>
</table>

**Note:**
1. There will be 15 days time for mobilization of resources in addition to the above mentioned completion time.
2. Above targeted completion period is inclusive of monsoon period.

(Signature)  
Name & Designation  
With seal of the firm
SECTION-IV

SCHEDULE-V

SCHEDULE OF CAPACITY OF THE BIDDER IN RESPECT OF 132KV & 220 KV TRANSMISSION LINES.

ERECTION OF TRANSMISSION LINES:

i) Details of orders executed

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Order No./Date</th>
<th>Order Item</th>
<th>Qty.</th>
<th>Name of order &amp; placing Authority</th>
<th>Date of commencement of work</th>
<th>Date of completion of work</th>
<th>REMARKS</th>
</tr>
</thead>
</table>

ii) Average erection work done:

<table>
<thead>
<tr>
<th>Period</th>
<th>Survey (Kms)</th>
<th>Foundation (Cu.m.)</th>
<th>Tower erection (Nos)</th>
<th>Stringing (Kms)</th>
<th>Disc replmt. (Nos.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012-2013</td>
<td></td>
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<td>2013-2014</td>
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<td>2014-2015</td>
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<td>2015-2016</td>
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<tr>
<td>2016-2017</td>
<td></td>
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<tr>
<td>2017-2018 (UP TO LATEST)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BIDDER
SEAL/STAMP

TN-768/39
SECTION-IV

SCHEDULE-VI

SCHEDULE SHOWING PER KM ESTIMATE COST OF REPLACEMENT OF SUSPENSION STRINGS OF LILO SECTION OF 220 KV KOTPUTLI-NEEMRANA LINE TO 220 KV Ckt.II Khetri-Heerapura Line. FOR THE PURPOSE OF STORAGE CUM ERECTION INSURANCE ONLY.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Line</th>
<th>Estimate cost of the line for insurance purpose only.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Replacement of Suspension Strings of LILO Section of 220 KV Kotputli-Neemrana line to 220 KV Ckt.II Khetri-Heerapura line.</td>
<td>Rs. 80.00 Lakh</td>
</tr>
</tbody>
</table>

The successful bidder will be required to take storage cum erection insurance at his own cost for the Value of material mentioned as above.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BIDDER
SEAL/STAMP

TN-768/40
SECTION-IV  
SCHEDULE-VII

DEPARTURE FROM SPECIFICATION.

The Bidder shall state under this schedule the departure from the purchaser's specification in respect of both technical and commercial terms & conditions :-

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Main Deviations from Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Technical Deviations:</td>
</tr>
<tr>
<td>2)</td>
<td>Commercial Deviations:</td>
</tr>
</tbody>
</table>

Certified that we agree to all Technical Specification and Commercial Terms and conditions as laid down in "General Conditions of Contract" except for the deviations to the extent indicated above.

(Signature)
Name & Designation
with Seal of the firm.
SECTION-IV

SCHEDULE-VIII

( TO BE FILLED IN BY THE BIDDERS & SUBMITTED WITH THE BID)

Contractors and/or their authorized agents who are quoting against this Bid are requested to furnish the following information along with the Bid. The Superintending Engineer will have the discretion to ignore the Bid without the under noted particulars and/or ignore the Bid particulars.

1. Name and Address of the Contractor / Firm

2. Place where office of the firm exist

3. Details of staff employed in the works

4. List of available machinery, tools & tackles, name of engineers/persons etc, for erection work.

5. Statement of financial resources and Banking reference along with Balance Sheet / Income Tax returns furnished for previous two years.

6. Whether the firm 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 Bid. If yes, 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 bid.

7. Whether the firm is registered under D.G.T.D. State Industries Department.

If yes, give details along with copy of registration.

( Signature )
Name & Designation with Seal of the firm.
TO,
The SE (T&C)
Jaipur-Rural
Raj. Rajya Vidyut Prasaran Nigam Ltd.,
JAIPUR.

Dear Sirs,

With reference to your invitation to the Bid against Specification NO.RVPN/SE/T&C/JPR-Rural/TN-768 we agree to execute following Transmission Line work on Labour contract Basis.

S.No. Name of the Line/work

Replacement of Suspension Strings of LILO Section of
220 KV Kotputli-Neemrana line to 220 KV Ckt.II Khetri-Heerapura line.

1. The offer is valid for a period of 120 days after the date of opening of Techno Commercial Bid.

5. We confirm that we agree to all the terms and conditions as well as the technical stipulations of your Specification No.RVPN/SE/T&C/JPR-Rural/TN-768 and there are no deviations other than as specified in the Schedule-VII.

Yours faithfully,

(Signature)
Name & Designation with seal of the firm.
CONTRACT AGREEMENT

This Agreement is made at Jaipur this day ................................ between the .................. RRVPN, Jaipur (herein after called ‘NIGAM’ which expression shall, where the context so admits include its successors and permitted assignees) and M/s. .............................. ..., (herein after called ‘The Contractor’ which expression shall, where the context so admits include their heirs, executors, administrators and legal representative as well as successors and permitted assignees) are hereby held and firmly bind to the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. to execute the work of: ....................... to be executed as per rate, terms and conditions of ........................................, awarded by the Nigam as per details given below:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of work</td>
</tr>
<tr>
<td></td>
<td>Name of order purchaser</td>
</tr>
<tr>
<td>2.</td>
<td>Name of contractor</td>
</tr>
<tr>
<td>3.</td>
<td>Estimated cost</td>
</tr>
<tr>
<td>4.</td>
<td>Earnest Money deposited.</td>
</tr>
<tr>
<td>5.</td>
<td>Security Deposit</td>
</tr>
<tr>
<td>6.</td>
<td>Tentative date of completion</td>
</tr>
<tr>
<td>7.</td>
<td>Work order No. &amp; date</td>
</tr>
</tbody>
</table>

I/ we hereby assure and abide to fulfill all the conditions of the work order referred to above. I/we declare that I/we have read thoroughly and carefully all the terms & conditions, clauses of the work order/Bid specifications (Section- I to IV) and I/we hereby accept & abide with the terms and conditions of the said work order/Bid specifications for execution of the said work. I/we declare that, I/We will be fully responsible for safety of Nigam’s material issued to us for erection works as well as safety of our workers and confirm that, if any person get injured due to any accident during execution of work, the compensation if any, will be paid by me/us and RVPN shall not be responsible in any circumstances.

Signed and delivered by,
Signature of contractor.................................

Witness:
Signature
Address.................................

Notary attested:

Accepted on behalf of RVPN.

Superintending Engineer (T&C-Rural)
RVPN, JAIPUR.
Indemnity Bond.

(Stamp duty Rs. 100.00 attached separately).

This indemnity Bond is submitted for “..............................................................................................................................” against work order No.

This is indemnified to RVPN / Nigam for every member, officer and employee of the NIGAM, also Engineer-in-charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever, arising out of or in connection with the matters referred herein above elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the NIGAM or Govt. for or in respect of performance of his obligation under the contract documents. The NIGAM shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor, and the contractor i.e. M/s. ............................................................, indemnifies and keep indemnified the NIGAM against all claims, demands, proceedings, cost, charge and expenses whatsoever in respect thereof or in relation thereto.

Further, the contractor i.e. M/s. ............................................................, indemnifies and keep indemnified the NIGAM to refund the full amount of owner supplied material made available by the Nigam under the terms and conditions of work order No. ............................................................ for the work of.................. If any loss, damage or deterioration of what so ever nature occurs to such material which is held by the contractor at site stores and/or works site, in trust for and on behalf of the Nigam and or if any of such material or fabricated articles made there from are in inspection by any officer authorized by the Nigam in this behalf are found to be defective and rejected by such officer. We, hereby further bind ourselves that the amount of such refund may be deducted by the Nigam from any sum, which at any time thereafter may become due to us under said work order or any other contract entered into by us with the Nigam.

We M/s........................ bind ourselves firmly and do hereby agree to be responsible for the safe custody and protection of the said material against all risks (excluding war risks) and against loss, damage and deterioration of whatsoever nature in respect of the said material while it remains in the custody and possession of the sub-contractor / contractor.
AND WHEREAS the said material shall at all time remains open for inspection by any officer authorized by the Nigam. Now the conditions of the above written bond are such that:

1. The said contractor shall refund the full amount against the material as has been supplied by the Nigam to them in respect of which loss, damage or deterioration of whatsoever nature, except due to circumstances arising out of war has occurred.

2. The contractor shall keep the said material open at any time for inspection by the officers authorized by the Nigam till the said material is utilized by the contractor on the said works and balance / surplus material is deposited with In-charge of the works. If the material account is settled than the above written bond shall be void and of no effects, otherwise the same shall be and remain in full force.

The indemnity Bond is accepted and signed between the Contractor i.e. M/s. ..................................................... and the Superintending Engineer (T&C-Rural), RVPN, Jaipur.

IN WITNESS WHEREOF we the said have hereto signed at Jaipur in the presence of:

Authorized signatory

Witness:

Sign____________________
Name____________________
Address____________________

Notary attested:

TN-768/46
ANNEXURE-I

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)

To,
The Superintending Engineer(T&C-Jaipur-Rural),
Rajasthan RajyaVidyutPrasaranNigam Ltd.
Heerapura, Ajmer Road,
JAIPUR-302024.

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 Superintending Engineer(T&C-Jaipur-Rural), Rajasthan RajyaVidyutPrasaranNigam Ltd. Heerapura, Ajmer Road, 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.

TN-768/47
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-Jaipur-Rural), Rajasthan RajyaVidyutPrasaranNigam Ltd. Heerapura, Ajmer Road, JAIPUR.

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 Jaipur, 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 Jaipur branch), Jaipur 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.
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Company/Firm Contacts

<table>
<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>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

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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</thead>
<tbody>
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</tbody>
</table>

(Signature)
Name & Designation
With seal of the bidder