RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED
Office of the Executive Engineer (220 KV GSS), RVPN Mansarover Jaipur
Tele: +91-141-2393802
E-mail:xen.220.mansarover@rvpn.co.in.

No.RVPN / XEN(220 KV GSS)/ Mansarover/D. 84/ Dated: 16/6/2020 Jaipur

BID SPECIFICATION NO. RVPN/XEN/220 KV GSS/ Repairing of Ethernet Switch /2020-21/ Mansarover

SEALED LIMITED BID is hereby invited from reputed Firms / Contractor repairing of two nos faulty Managed Ethernet Switches at 220 KV GSS Mansarover as per specification and terms & conditions enclosed herewith.

GENERAL DETAIL OF BID:

<table>
<thead>
<tr>
<th>MODE OF PROCUREMENT</th>
<th>SINGLE PART LIMITED BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF THE WORK</td>
<td>Repairing of two nos Managed Ethernet Switches at 220 KV GSS Mansarover</td>
</tr>
<tr>
<td>ESTIMATED COST</td>
<td>Rs. 98412/- including GST@18%</td>
</tr>
<tr>
<td>VALIDITY</td>
<td>120 DAYS AFTER THE DATE OF BID OPENING (EXCLUDING THE DATE OF BID OPENING)</td>
</tr>
<tr>
<td>START DATE OF DOWNLOAD/BID SPECIFICATION</td>
<td>16-06-2020</td>
</tr>
<tr>
<td>LAST DATE &amp; TIME OF SUBMISSION OF BID</td>
<td>23-06-2020 AT 02:30 PM</td>
</tr>
<tr>
<td>DATE &amp; TIME OF OPENING OF BID</td>
<td>23-06-2020 AT 03:30 PM</td>
</tr>
<tr>
<td>VENUE FOR BID SUBMISSION AND BID OPENING</td>
<td>OFFICE OF THE EXECUTIVE ENGINEER (220 KV GSS Mansarover)</td>
</tr>
<tr>
<td>Bidding procedure</td>
<td>Single Part LIMITED Bidding</td>
</tr>
</tbody>
</table>

## Price Schedule

**PRICE SCHEDULE** : Repairing of two nos. faulty Managed Ethernet Switches at 220 KV GSS Mansarovar.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Item</th>
<th>Qty. Nos.</th>
<th>Unit Rate (Rs.)</th>
<th>Total amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>(D)</td>
<td>G = (CXD)</td>
</tr>
<tr>
<td>1.</td>
<td>Charges for providing and replacement of items for repairing of two nos faulty Managed Ethernet Switches for SCADA System at 220 KV GSS Mansarovar (make Garrettcom modal magnum 6K32F S No 620301664 and 620300537)</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total prices (RS)

GST @ 18% (Rs)

Grant total (Including GST)

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**Total Price in words**

Executive Engineer (220 KV GSS)  
RVPN Mansarovar Jaipur

Seal & Sign of Firm
2.0 OTHERS TERMS AND CONDITIONS:
2.1 SCOPE OF WORK

The firm has to responsible for "Repairing of the faulty 2 Nos Managed Ethernet Switches for SCADA System at 220 KV GSS Mansarovar" at workplace including removing and fixing of switches in the system and transferring of the data for reporting & recording to SLDC through SCADA System installed at 220 KV GSS Mansarovar.

The Supply of any passive component/items/equipments (like Screws, clamps, fasteners, ties, anchors, supports, grounding strips, wires, termination kits etc) required for repairing of faulty 2 Nos Managed Ethernet Switches and complete installation are also in the scope of works

2.2 QUALIFYING REQUIREMENT

Qualification of Bidder will be based on meeting the minimum pass/fail criteria specified in the table below regarding the Bidder’s technical experience and financial position as demonstrated by the Bidder’s responses in the corresponding Bid Schedules.

The Bidder shall be required to furnish the information as detailed hereunder:-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Qualifying Requirement Details</th>
<th>Supporting Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>TECHNICAL EXPERIENCE-</td>
<td>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 work. The copy of certificate should be attested by a Notary Public and signed by the bidder or by authorized representative of the firm.</td>
</tr>
<tr>
<td></td>
<td>The Bidder should have work order for Repairing of Managed Ethernet Switches having minimum value of Rs. Fifty thousand or more, during last five years, prior to date of bid opening</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>The Bidder should be qualified, not be insolvent, not be in receivership; not be bankrupt or being wound up, should not have affairs administered by a court or judicial officer, should not have business activities suspended, should not be blacklisted by any agency/utility, should not have a conflict of interest.</td>
<td>Declaration in Annexure - B</td>
</tr>
</tbody>
</table>

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2.3 PRICES
i.) The Unit rate mentioned at column No. (D) of price schedule are for destination prices and are fixed & firm inclusive of all other charges but exclusive of GST. The amount of GST shall be quoted as applicable by firm. However, any change in government tax, the same would be paid as applicable at the time of supply within the delivery schedule as per clause 2.5

2.4 TERMS OF PAYMENT
100 % payment of the contracted price shall be made after “repair the faulty Managed Ethernet Switches including removing and fixing of switches and commissioning” at 220 KV GSS Mansarover Jaipur to the satisfaction of consignee.

Payment shall be made within a period of 30 days after submission of bill in triplicate in the name of XEn(220 KV GSS) RVPNL Mansarover Jaipur. The Payment shall be made by the AO(T&C-JPR City), RVPN Jaipur. In case of Delay in payment RVPN shall not be liable to pay any interest on outstanding amount.

2.5 Inspection:- Inspection shall be done at site after repairing of these Ethernet Switches at 220 KV GSS Mansarover.

2.6 PLACE OF DELIVERY & CONSIGNEE:- The delivery of repaired Managed Ethernet Switches shall be supplied to the consignee i.e. the AEn(M)-220 KV GSS RVPNL Mansarover Jaipur by the firm at his own expenditure including transportation, loading, unloading etc.

2.7 DELIVERY PERIOD
Delivery period for the above repaired Managed Ethernet Switches will be within forty five day from the date of issue of the order to the firm.

2.8 Warrantee period :- The firm shall have to give the warrantee of three month after commissioning if any item/material are failed or not working within this three month warrantee period, the same shall be replaced/repaired by the firm immediately within one week to consignee at delivery place i.e. 220 KV GSS Mansarover Jaipur.

2.9 Penalty clause for DELAY IN DELIVERY
The time and the date of supply specified above being the essence of the contract must be adhered to on supply completed not later than the period specified in delivery clause. In case of failure to deliver the item/material as per specification, or any part thereof within the specified delivery period, penalty @ ½ % (half percent) per week or part thereof subject to maximum 5% of the contract value will be recovered from firm’s bill. If the item/material which has failed/not working during warrantee period shall have to replace immediately within 3 days, otherwise 5 % payment withheld shall not be paid/refunded.

2.10 VALIDITY PERIOD
The offered prices shall be valid for Sixty (120) days from the date of opening of tender.

2.11 CONTRACT DOCUMENTS:
The Firm shall have to execute the contract agreement within 15 days from the date of receipt of detailed work order, the contract agreement in triplicate in the prescribed Performa on non – judicial stamp paper as per stamp duty applicable in Govt. of Rajasthan along with copy of the purchase order, copy of the “General Conditions of Contract” and “Specifications”. It is necessary that each
and every page of the relevant documents shall be signed by an authorized person with stamp.

2.12. DISPUTES:

(i) All the disputes/differences whatsoever arising between the RRVPN and firm upon or in relation to or in connection with the contract shall be deemed to have arisen at the places as mentioned in the purchase order only and no courts other than that shall have jurisdiction to entertain the same.

The disputes/differences whatsoever arising between the purchase order placing authority and you will be referred to and settled as per grievance redress procedure as specified in the RTPP Rules-2013

2.13. CANCELLATION CLAUSE
Order placed can be cancelled as per the decision of competent committee/Authority, according to applicable provision from time to time.

Executive Engineer (220 KV GSS)  
RRVPN Mansarover Jaipur

Seal & Sign of 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>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td>Name of work</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Name of order purchaser</td>
</tr>
<tr>
<td><strong>3</strong></td>
<td>Name of contractor</td>
</tr>
<tr>
<td><strong>4</strong></td>
<td>Estimated cost</td>
</tr>
<tr>
<td><strong>5</strong></td>
<td>Earnest Money deposited</td>
</tr>
<tr>
<td><strong>6</strong></td>
<td>Security Deposit</td>
</tr>
<tr>
<td><strong>7</strong></td>
<td>Tentative date of completion</td>
</tr>
<tr>
<td><strong>8</strong></td>
<td>Work order No. &amp; date</td>
</tr>
</tbody>
</table>

1/ 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
Executive Engineer (220 KV GSS)
RVPN, Mansarover.
APPENDIX

Annexure -A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

(i) 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;

(ii) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

(k) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

(l) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

(m) 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;

(n) not obstruct any investigation or audit of a procurement process;

(o) disclose conflict of interest, if any; and

(p) 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.

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: e.g. 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
in response to their Notice Inviting Bids
Dated.................................. I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

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

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

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

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

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

Date: ........................................
Place

Signature of bidder
Name: ........................................
Designation: ........................................
Address
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&F/R/F.98/D.53 dated 30.06.2016.

(1) Filling an Appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

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

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

Signature of Bidder
(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 format along with as many copies as there are respondents in the appeal.

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

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

(6) **Fee of filing Appeal**

(a) Fee of first appeal shall be rupees two thousand five hundred and/or 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.

Signature of Bidder
(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.

a) 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.

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

Signature of Bidder