RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED

BID ENQUIRY No.
RVPN/SE(T&C-JPR CITY-JPR City)/TN-03/2018-19

BIDDING DOCUMENTS

FOR

ANNUAL MAINTENANCE CONTACT (AMC) FOR OPERATION & MAINTENANCE OF ALL EQUIPMENT BY REPLACEMENT OF DAMAGED/DEFECTIVE PARTS(IF ANY) AND TO RUNNING ON 24X7 BASIS OF WATER COOLED PACKAGED AIR CONDITIONER SYSTEM INSTALLED AT 400 KV GSS, RVPN, HEERAPURA INCLUDING CONTROL ROOM AND ALL BUILDING, ROOMS AGAINST SPECIFICATION NO.RVPN/SE(T&C-JPR CITY)/TN-03/2018-19.

May’2018

Cost: Rs.590.00

Superintending Engineer(T&C-JPR CITY)
RVPN, Heerapura, Jaipur
## SPECIFICATION NO. RVPN/SE(T&C-JPR City)/TN-03/2018-19

**Name of Work:** Annual Maintenance Contact (AMC) for one year (FY.2018-19) for Operation & Maintenance of all equipment by replacement of damaged/defective parts (if any) and to Running on 24x7 basis of water cooled packaged Air Conditioner system installed at 400 KV GSS, RVPN, Heerapura including Control Room and all rooms, building.

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<tr>
<th>Description</th>
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<tr>
<td>Start of Sale of Document Date</td>
<td>05.2018</td>
</tr>
<tr>
<td>Last Date of Receipt of Bids</td>
<td>28-05-2018</td>
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<tr>
<td>Date of Opening of Bids</td>
<td>28-05-2018</td>
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<tr>
<td>Cost of Specification</td>
<td>Rs.590/-</td>
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<tr>
<td>Validity</td>
<td>90 days</td>
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<tr>
<td>Estimated Cost</td>
<td>Rs.4,86,623/- (Rs.412392/- + 74231/- (@18% GST))</td>
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<tr>
<td>Earnest money (Bid Security)</td>
<td>2% of estimated cost i.e. Rs.9732/- (Nine Thousand Seven Hundred Thirty Two only)</td>
</tr>
<tr>
<td>Place of Opening &amp; Submission of BID</td>
<td>SE(T&amp;C-JPR City) RVPNL Heerapura Jaipur</td>
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Superintending Engineer (T&C-JPR City)
RVPN Heerapura Jaipur
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SECTION - I
INSTRUCTIONS TO BIDDERS

1.0 SCOPE OF THE WORK:

The scope of the work includes the Annual Maintenance Contact (AMC) for one year (FY. 2018-19) for Operation & Maintenance of all equipment by replacement of damaged/defective parts (if any) and to Running on 24x7 basis of water cooled packaged Air Conditioner system of 400 KV GSS, RVPN, Heerapura including Control Room and all rooms, building with providing one man power during working hours for monitoring, handling and proper maintain the AC plant. The periodical repair & maintenance including of replacement of damaged/defective part (if any) by spare parts, which shall be arranged or cost paid by RVPN. Periodical Maintenance is specified at para Clause No. 8 of Section II (A) of bid specification. The operation and maintenance work of air conditioning system of control room & building at 400KV GSS, Heerapura as per the G-schedule and Section-II (A).

The AC Plant consisting of 12 no. units Voltas- make, Model- DPUW SH-100 each of 10 TR Capacity. 8 Nos. units out of 12 nos. will be in running and 4 nos. units will remain at standstill. Maintenance schedule should strictly be followed. All the spare parts shall be provide by the RVPN.

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 Sections - I, II, III, IV before filling the bid form. If he has any doubt as to the meaning of this specification or any portion thereof, he shall, before submitting the bid, refer the same to this office in writing at least SEVEN days before the specified date of opening of the bid so that such doubts may be clarified. 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) The bids shall be submitted in sealed envelope and all blanks in the bid and the schedule to the specification shall be duly filled in. The completed forms and 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 form of the bid specification and schedules. The bidder must comply entirely with specification. Alternative proposals, if any, shall be clearly stated in the covering letter and shall accompany each copy of the bid.

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

d) Bid should be filled in only with ink or typed. No bid filled in by pencil or otherwise shall be considered.

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 words as well as in figures. These must not contain any additions, alterations, over writings, 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) Bids and accompanying documents / correspondence shall be addressed to Superintending Engineer (T&C- JPR City), RVPN, Jaipur at the address given above.

i) The bidder should sign the bid form at each page at the end.

j) Telegraphic quotation or quotations sent by fax or email will not be considered.

1.03 QUALIFYING REQUIREMENT:

1. To participate in the bidding process following shall be minimum qualification requirement for the prospective bidder.

i) The Bidder should have satisfactorily executed maintenance contract for the operation and maintenance of similar type of AC plant OR should have at least one contract for maintenance/repair of Air Conditioners outdoors/ spilt/Window AC installed in any Govt./Private /Public Sector /Power Sector/GSS/ Utility deptt./organization for a minimum period of at least one year during last five years, prior to date of bid opening.

ii).The Bidder shall have to submit :-
(a) Copy of such work order
(b) Satisfactory work completion certificate issued by the order placing authority in the format given below:-

WORK COMPLETION CERTIFICATE.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Contractor/Firm</th>
<th>Description of work contract.</th>
<th>W.O. No. &amp; Date.</th>
<th>Amount of work executed</th>
<th>Performance of the firm in execution of work.</th>
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The copy of work completion certificate should be attested by a Notary Public 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. The contractor will have to submit attested copy of challan / documentary proof for the PF contribution deposited during last three months otherwise offer of the bidder will be rejected.

The bidder must have Electrical Contractor's Licence issued by The Sr. Electrical Inspector, GoR, Jaipur. The copy of certificate/licence in this respect should be attested by Notary Public and signed by the bidder or by authorized representative of the firm.

1.04 BID SECURITY:

(a) The bid security is 2% of the estimated value of Bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of value of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the estimated value of bid.

The Small Scale Industries of Rajasthan shall furnish notary attested copy of acknowledgement of EM-II from the concerned District Industries Centre along with an affidavit in prescribed format at Appendix-VII of specification to claim the above bid security. The sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR) shall furnish documentary evidence duly attested by Notary to claim the above bid security.

In lieu of bid security, Departments' of the Rajasthan State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the Rajasthan State Government and Government Undertakings of the Central Government may furnish bid securing declaration in the prescribed format at Appendix-VIII of specification. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

(b) The bidder shall have to furnish prescribed Bid Security amounting to Rs.9732/- either in cash or by DD/Banker's cheque payable in the name of Accounts Officer (T&C- Jaipur-City) RVPNl Heerapura Jaipur.

(c) Any bid not accompanied by a copy of receipt / acknowledgement for cost of Bid Specification and bid security shall be rejected and the bid will not be opened.

(d) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid. In case of the successful bidder, the amount of bid security may be adjusted in arriving at
(di) the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

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

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

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

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

(dii)
1.05 DOCUMENTS TO BE ENCLOSED WITH THE BID:

The bid shall be accompanied with the following schedules, documents and the fact of their having been enclosed shall be indicated on the top of envelope cover of the bid. The bid not accompanied by any or all of the following schedules / documents or accompanied by incomplete schedules is liable for rejection.

i) Copy of Proof of deposit of Bid Security & Bid document cost.
ii) Certificate of Registration with provident fund Commissioner, ESI Registration.
iii) PAN Card.
iv) Copy of work orders & Certificate of satisfactory work execution as per Clause No. 1.03.
v) The attested copy of all above certificates / documents in this respect must be submitted in a separate envelope marked as “Qualifying Requirements”.
vi) Complete set of bid documents (Section-I to IV).

1.06 PREPARATION & SUBMISSION OF BIDS: RECEIPT AND OPENING OF BIDS:

a) The bid offer shall be prepared & submitted in the following manner:

(ii) Envelope-I: Following documents will be placed in the Envelope-I which will be super scripted “Qualifying requirement documents against TN – 03/2018-19”.
   i) Copy of Proof of deposit of Bid Security & Bid document cost.
   ii) Certificate of Registration with provident fund Commissioner, ESI Registration.
   iii) PAN Card.
   iv) Copy of work orders & Certificate of satisfactory work execution as per Clause No. 1.03.
   v) The attested copy of all above certificates / documents in this respect must be submitted in a separate envelope marked as “Qualifying Requirements”.

(iii) Envelope-II: The complete set of bid documents duly filled in all blanks and quoted rates in the price schedule shall be placed in Envelope-II. This envelope shall be superscripted “Price Bid against TN – 03/2018-19”.

b) Sealed covers in which the bids are enclosed shall be addressed to Superintending Engineer (T&C-JPR City), RVPN, Heerapura, Ajmer Road, Jaipur & delivered in this office as per the time schedule specified in Notice Inviting Bids. Bids shall not be accepted after the time and date fixed for receipt of bids.

c) The bids will be opened as per schedule in the office of SE (T&C-JPR City), RVPN, Jaipur. First of all Envelope-I will be opened at 3.00 P.M. on the specified date, in the presence of bidders or their authorized representative who choose to be present. If the bid cost, bid security & qualifying documents not found in order, envelope-II will not be opened.
After examination of Bid Security & QR, if the documents are found in line with the specifications, Envelope-II containing “Price Bid” of qualified bidders only will be opened on same day.

**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 item rate for the entire scope of work given in the Section-III & Schedule-I of Section-IV. 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 service tax.

- **c)** The prices quoted should be inclusive of cost of providing required manpower, all type of T&P and consumables required for execution of the contract.

- **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 Taxes/GST:**

In accordance with the scope of works, this is a labour contract for centralized air cooling system hence GST as applicable shall be deducted/paid as per prevailing rules.

**1.10 COMPLETION PERIOD.**

- **a)** The completion period of proposed AMC will be One year w.e.f 01.04.2018 to 31.03.2019 (or earlier then, depending upon finalization of contract as the case may be) Depending upon the performance of the contractor, and if deemed necessary by the nigam, the contract may be mutually extended up to a further period of one year on same rate & terms and conditions of the contract.

**1.11 AMENDMENT IN SPECIFICATIONS:**

The Superintending Engineer (T&C-City), 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](http://sppp.rajasthan.gov.in) & [www.rvpn.co.in](http://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.

1.12 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.

1.13 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.

1.14 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 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.

1.15 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.

In compliance to Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 the following: -
Annexure are enclosed herewith.
Annexure A:Compliance with the code of integrity and No conflict of interest.
Annexure B: Declaration by Bidder regarding Qualifications.
Annexure C: Grievance Redressal during procurement process.
Annexure D: Additional conditions of contract.
SECTION II

GENERAL CONDITIONS OF CONTRACT

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 Bidders.
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 or the place of service where services are to be provided.

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, and or any other officer/official of the RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM LTD, all over Rajasthan, performing the duties of the consignee / Engineer In-charge 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 an 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. SUBLETING AND ASSIGNMENT: No subletting of contract is permissible.

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 (or earlier as desired by the Nigam) a Performance Security deposit amount equivalent to 5% (Five percent) of the contract value either by furnishing an undertaking for deduction of performance security from his each running and final bill @ 5% 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.

b) Unless otherwise specifically required to be retained/forfeited by the NIGAM, the Performance Security deposit shall be refunded on request of the contractor only after 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. RAJASTHAN VALUE ADDED TAX, LEVIES & DUTIES:

a) **GST / Tax:**
The bidder shall quote the prices inclusive of applicable GST. Any liability towards any tax, if arises/applicable, inclusive of cost of consumables, shall be to the bidder’s account. Any statutory variations in GST/any tax will be to the contractor’s account.

b) **Income Tax:**
If any income tax, surcharge on income tax or any other corporate tax is attracted under the law then the same shall be paid by him as per Government rules / deducted from his bills / invoices at the prevailing rate and if such tax is not applicable, then the contractor can claim reimbursement of the same from the relevant competent authority. However necessary TDS certificate(s) shall be issued by Nigam’s paying Authority.

6. COMPLETION TIME/WORK EXECUTION SCHEDULE/SCOPE OF THE WORK:

a) The completion time shall be governed by clause No.1.10 of Section-I. The work of Operation and Maintenance of Air Cooling System will be executed in the following manner:-

   Periodical maintenance of 12 Units of capacity 10 TR.(each) AC Plant (8 no. Units in running & 4 nos. Standby units) installed at 400 kV GSS, RVPN, Heerapura.

(A) Daily Maintenance
   a) Routine checkup of the plant as precautionary measures to any break down.
   b) Attending the break down.
   c) General cleaning of the equipments.
   d) Checking for the gas leakage when the plant is in operation/working conditions.

(B) Weekly Maintenance
   e) Checking and tightening of glands/seals of pump and water lines valves.
   f) Tightening of all foundation bolts.
   g) Checking of any kind of leakage viz. gas/water etc and remedial measures thereof.

(C) Monthly maintenance
   h) Checking of all electrical motors and compressors for any abnormal noise & taking remedial measures.
   i) Cleaning of air filters.
   j) Checking, cleaning & tightening of all connections at MCBs and contactors.

(D) Quarterly Maintenance
   k) Checking and tightening of all nuts and bolts and wiring of all equipments.
   l) Checking for correctness and calibration of all safety and automatic control devices and replacement of defective parts/equipments if any.
m) Cleaning of air filters. These should also be cleaned perfectly whenever plant remains under shutdown for more than 3 days.

n) Checking & cleaning of all relays and contactors.

**[E] Half Yearly Maintenance**

o) Checking and tightening of all electrical connections

p) Checking of operation of humidifier, greasing, repairing/replacement of defective parts/equipment, if required.

**[F] Yearly Maintenance**

q) Complete overhauling of all equipments, e.g. compressors, blowers, motors, pumps etc.

r) Descaling of condenser tubes.

s) Replacements of glands/packing/seals & water line valves.

t) Maintenance/replacement of electrical contactor & MCBs.

u) Overhauling and varnishing (if required) of all the motors.

v) Cleaning & tightening of drip tray and down

w) Complete maintenance of cooling tower and water treatment plant.

x) Complete maintenance of heater units for successful running of hot cycle during winters.

Technical specification for operation & maintenance of 80 TR capacity AC plant installed at 400 KV GSS, RVPNCL, Heerapura, and Jaipur.

**Scope of work:-**

(i) The work comprises of operation and maintenance of all equipment by replacement of damaged/defective parts (if any) of water cooled packaged Air Conditioning System at control room building 400 kV GSS Heerapura. The system consist of 12 Nos. Voltas make DPUWSH100, 10 TR capacity package units associated with machinery, equipment and components such as control units, condenser pumps, motors, compressors, cables, cooling tower, water softening plant, heater units and all other associated equipments. The contractor shall be responsible for satisfactory operation and maintenance of all the above equipments. The plant shall be run throughout the year on 24 Hrs. basis except for the period of routine check up and maintenance. The ambient temperature (22deg-24deg. Centigrade) and humidity (55%+/ -5%) of 400 KV GSS Control Room and 400 KV GSS building is to be maintain throughout the year. The reasonability of the period, taken for maintenance, shall be judged by the engineer incharge of the work.

(ii) The periodical maintenance shall be carried out by the contractor as per schedule appended here with under the supervision of the engineer incharge of the work.

(iii) Sufficient man power as detailed in Section-I[1.13]is to be provided by the contractor round the clock for efficient operation and maintenance throughout the contract period.

(iv) The contractor shall maintain the daily log sheet, on hourly basis, mentioning the no. of units running, temperature of both ground floor & first floor and remarks if any along with all other details. The plant operator, while handing over the plant to the next shift operator, shall mention the status of
each unit, condition of condenser pumps and any other abnormality observed in his shift in the log sheet. The log sheets shall be scrutinized by the engineer in charge of the work.

(v) The spares required, if any, including the consumables such as, Refrigerant, Belts, Salt Reagent for water softening plant, lubricants, gaskets, etc shall be provided by the RVPNL for maintenance of the plant during the contract period. The RVPN will have an option to ask the contractor to provide spares on the rates price list of the Authorized dealer/manufacturers. The payment of such item shall be made by the RVPNL, apart from the contractual cost. If the gas leakage is due to the negligence of the contractor or his staff then the same has to be refilled by the contractor.

7. MAINTENANCE AND OPERATING STAFF:

The following staff shall be provided daily for AMC.

a). 3 Nos. AC-Mechanic-cum Electrician cum operator i.e. one no. in each shift round the clock as under:
   I Shift- 6 AM to 2 PM,
   II Shift- 2 PM to 10 PM,
   III Shift- 10 PM to 6 AM

b). 1 Nos. Helper/rest Reliever in general shifts for AC plant operator. (As per duty chart arrangement) i.e. in shift 9 AM to 5 PM.

1 No. Rest Reliever Maintenance/ Operation staff of contractor shall be liable to perform duties as per the duty chart. The contractor will prepare duty chart of forthcoming month and same shall be submitted to the In.charge of the work for approval before ending of current month. No any correction/ alteration will be made in the duty chart without prior permission of In charge of the work. The AC plant Operator would be not allowed in double duty, in the special case the Plant Operator can be allowed in two/double duty but not more than two times in a week.

8. Schedule of attending calls/complaints: Calls/Complaints shall be reported by consignee/RVPN to the contractor by telephone/E-mail/FAX/Mail, who shall immediately take action for redressing the complaint. On such intimation of complaint the contractor shall be required to attend the same within 12 Hrs.

9. DELAY IN COMPLETION/ UN-SATISFACTORY WORK PERFORMANCE/SCHEDULE OF ATTENDING CALLS/COMPLAINTS:

a. The time limit and satisfactory execution of specified work 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/time limits and manner up to entire satisfaction of the In-charge of work, the NIGAM shall be entitled at his option.

i). Recovery For Delay in Attending Call: if the breakdown call is not attended as per the time schedule given in clause 1.15 of attending calls/complaints, on any delay after this the penalty @ ¼ % per day on the six monthly Maintenance charges shall be levied up to first 10 days. Thereafter for each defaulting day the Maintenance period of Six month will be extended by one day.
ii). During the contract period if to recover from the Contractor a penalty @ Rs. 500.00 per day shall be imposed subject to maximum of 10% (Ten percent) value of total amount of contract.

iii). To cancel the contract and if so desired to get complete the specified works by other agencies at the risk & cost of the contractor. In such case of cancellation of contract, Bid Security etc. of the contractor will be forfeited by the Nigam.

10. TERMS OF PAYMENT:

Payment will be made to the contractor by the Accounts Officer (T&C-JPR City), RVPN, Jaipur through RTGS 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 95% (In case contractor furnishes an undertaking for deduction of performance security amount from his each running and final bill @ 5% 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 Executive Engineer (400 KV GSS), RVPN, Heerapura Jaipur in-charge of the work who will verify the bill and send to Accounts Officer (T&C-JPR City), RVPN, Jaipur.

ii) Balance 5% payment will be made after expiry of the contract period i.e. after 31.03.2019, subject to satisfactorily completion of the contract.

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

(iv) The payment shall be made as per payment policy / within thirty days from the date of submission of complete document 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:

(a). The Executive Engineer (400 KV GSS) RVPN Heerapura or the Assistant Engineer(M) Or 'his authorized representative will inspect the work daily and any discrepancy if found will be intimated to the representative of the contractor. The contractor will have to attend the same immediately. Failing which penalty will be imposed as per terms & conditions of the contract. The contractor will have to deploy one qualified representative to deal all the issues with this office in respect of the contract. He will maintain a Complaint Register & receive the complaints/official correspondence from various authorities and arrange to attend the same. He will be available during 9.30 to 6.00 PM on each working day.

(b) The contractor will engage physically fit workers in uniform with I.D. Card. The detailed list of workers with their name and address proof will be provided by the contractor within three days of issue of work order.
12.0 LABOUR LAWS:

12.1 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."

12.2 SAFETY MEASURES

All the necessary safety arrangement and precautionary measurement shall be made by the contractor for safety of the staff/labour engaged by the contractor at site of work. The department will not be responsible in any case, for any accident minor or major (fetal) to any person or any damage arising there during the execution of the work.

12.3 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 otherwise payment will be withheld. The contractor will also submit a list of employees with their ID proof & PF Account number.

12.4 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.

13. 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.

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.

14. 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.

15.0 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 on non-judicial stamp paper as per stamp duty applicable in Govt. of Rajasthan along with copy of work order and complete set of bid documents. It is advised that each and every page of relevant document is 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...... (0.25% of contract value / 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. No payment shall be released without acceptance of the contract agreement.

16. FURTHER CORRESPONDANCE:

All correspondence pertaining to the work order in respect of any clarification required on the terms and conditions etc. should be addressed to the Superintending Engineer (T&C-Jaipur-City), RVPN, Heerapura, Ajmer Road, Jaipur.

17. DISPUTES:

i) All disputes, differences, questions, whatsoever arising between the NIGAM and Contractor upon or in relation to or in connection with the contract shall be deemed to have arisen at 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 guide lines detailed below:

(1) Disputes will be referred contract wise.

(2) Disputes involving amount above Rs.1.00 lacs only will be referred / entertained.

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

(4) In case of disputes, Application for settlement (only in prescribed format) may be collected from the purchaser office.

The centralized standing committee fees shall be deposited in cash/ demand draft/ pay order with the Accounts Officer (T&C Jaipur-City, 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.

18. ACCEPTANCE OF THE ORDER:

The acceptance of the order shall be conveyed to the Superintending Engineer (T&C Jaipur-City, RVPN, Heerapura, Ajmer Road, Jaipur-302021, 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.
SECTION-III

SPECIAL CONDITIONS OF CONTRACT FOR ANNUAL MAINTENANCE WORK OF CENTRALIZED AIR COOLING SYSTEM/ AIR CONDITIONER INSTALLED AT 400 KV GSS, AJMER ROAD, HEERAPURA, JAIPUR (TN-03).

1. The contract shall be for a period of one year i.e. 01.04.2018 to 31.03.2019 and can be renewed further one year at mutually agreed terms & conditions.

2. All T&P required for execution of maintenance work shall be arranged by the contractor at his cost.

3. The break down calls as and when observed shall have to be attended on the same day, failing which it can be got attended at the cost and risk of the contractor and such amount shall be recoverable from his bills/ dues.

4. Supplying of all consumable materials / spare parts like tube lights, bulbs, switches, sockets, plug, grease, lubricating oil, welding rods, jute, gland packing, filters, cartridge for water coolers/purifiers etc. as required for execution of maintenance of items/installation covered under the scope of work, shall be in the contractor’s scope of work and will be arranged by the contractor at his cost. All materials / job for maintenance of equipments / fixtures etc. shall be attended by the contractor without charging additional cost.

5. Overhauling of pumps, fans blower and other equipments shall be done by the contractor, twice in a year without charging any extra payment. The contractor shall have to provide one electrician cum operator and one helper daily on the job. In case of absence of the above workman, a sum of Rs. 100/- for each workman shall be imposed and shall be recoverable from the bills.

6. The bidder shall maintain a complaint register to record the complaint as received from various rooms and offices working in the building. The complaint register will be shown/submitted to the In-charge of work on daily basis for reviewing the position of complaints received and attended. The contractor shall deploy minimum 01 Electrician cum operator in the shift / ITI holder and one helper (as staff) in office period i.e. 09:00 A.M. to 07:00 P.M. daily for attending and recording various complaints. The Electrician cum operator in the shift has to rectify the various complaints so received or otherwise observed in the building within 12 hours of complaint/observation and submit the completion report indicating date wise complaints attended, along with monthly bill. Recovery of penalty for each un-attended complaint shall be made from the monthly bill of the contractor @ Rs. 100/- per day/per complaint subject to maximum 10% of monthly AMC bill amount. If the performance is not improved by the contractor, the contract may be cancelled at any stage after giving him a prior seven days notice for cancellation of the contract. In case of premature cancellation of the contract, all financial hold i.e. Bid Security and 10% performance security will be forfeited by RVPN.
7. The Income Tax, GST and other work contract Tax etc. if applicable, shall be deducted from the bills as per rules.

8. In case of contractor's negligence or non-observance of safety

9. and other precautions, any accident/injury occurred to any other person/public, the contractor shall have to pay the compensation and other expenses as decided by the statutory authority under labour laws or rules made there in as prevalent from time to time.

10. Due to contractor's carelessness/negligence in observing safety precautions, if damages to department properties and personnel occurs, the same shall be recovered from his pending bills or from his security deposits.

11. The RVPN may with hold the whole or part of any payment for the work carried out by the contractor on account of following reasons:

(a) Defective work not remedied.
(b) Claims filed against the contractor.
(c) Failure by the contractor to make due payment for material or labour employed by him.
(d) Damages to department property.
(e) The minimum wages payable to the unskilled, semi skilled and skilled categories of workmen under the provision of the minimum Wages Act, 1948.

12. The contractor shall be fully responsible for the conduct of his employees. Any act of misbehavior, theft on the part of the contractor's employees, shall be treated as breach of contract.

13. The Engineer In-charge shall be at liberty to object any person employed by the contractor who committed misconduct, or is incompetent, or negligent for such events the contractor shall have to remove the personnel objected.

14. The contractor shall not leave the waste material at site. At the completion of work, waste material shall be removed and disposed off beyond Prasaran Bhawan premises as directed by In-charge.

15. After award of work, the contractor shall intimate the name and required particular of persons to the concerning In-charge for arranging Gate Passes as required for entry in the premises. The Contractor has also to ensure police verification of the employees so engaged.

16. The contractor shall be responsible in case, if their workman is/are found committing theft. In such cases/incidents, cost of material/article shall be deposited by the contractor and in addition to this a compensation of Rs. 1000/- shall have to be deposited with the Department failing which necessary amount shall be recovered from the pending bills.

17. The Contractor shall not sublet the contract.

18. The jurisdiction of court for settling of dispute shall be at Jaipur.

19. The acceptance of the order shall be conveyed to the order placing authority within 07 days of the receipt of the order, failing which it will be presumed that terms incorporated in the order have been accepted by the contractor.

20. The contractor shall ensure timely payment to his labour as per statutory provisions and shall fully comply with the rules laid under payment of wages Act and Labour laws which are applicable or shall be in force from time to time.

\[\text{Signature}\]
21. The contractor shall be responsible to make deduction towards Provident Fund from the wages of the labour as per provisions of Employee’s Provident Fund and Miscellaneous Provisions Act, 1952. The firm / contractor shall furnish a certificate on his bill that deduction to towards P.F. have been made from the labour engaged by him. Copy of Challan for P.F. contribution deposited will be attached with each monthly bill, failing which payment will be withheld.

22. It is the sole responsibility of the contractor to get his workmen insured against any accident and injury while at work, as required by prevailing rules for payment of compensation.

23. The Contractor shall be fully responsible for providing safety equipments first aid, emergency medical treatment to his employees.

I/we accept the terms & condition no. 0 1 to 25 mentioned as above of the tender and agree to execute the work accordingly.

Name & Signature of Contractor
With postal address
### SECTION-IV

**SCHEDULE OF PRICES.**

**Name of work:** Annual maintenance contact (AMC) for operation & maintenance of all equipment by replacement of damaged/defective parts (if any) and to running on 24x7 basis of water cooled packaged air conditioner system of 400 KV GSS, RVPN, HEERAPURA including control room and all rooms building against specification NO.RVPN/SE(T&C-JPR CITY)/TN-03/2018-19.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Particular of Works</th>
<th>Charges per months (Including all charges except GST)</th>
<th>GST @18%</th>
<th>Total Amount per month (Inclusive of GST)</th>
<th>Total amount for 12 months (Inclusive of GST)</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Annual Maintenance Contact (AMC) for one year (FY.2018-19) for Operation &amp; Maintenance of all equipment by replacement of damaged/defective parts (if any) and to Running on 24x7 basis of water cooled packaged Air Conditioner system of 400 KV GSS, RVPN, Heerapura Control Room and building with providing one man power during working hours for monitoring, handling and proper maintain the AC plant. The periodical repair &amp; maintenance including of replacement of damaged/defective part (if any) by spare parts, which shall be arranged or cost paid by RVPN. Periodical Maintenance is specified at para Clause No. 8 of Section II (A) of bid specification. The operation and maintenance work of air conditioning system of control room &amp; building at 400KV GSS, Heerapura as per the G-schedule and Section-II (A). The AC Plant consisting of 12 no. units Voltas- make, Model- DPUW SH-100 each of 10 TR Capacity. 8 Nos. units out of 12 nos. will be in running and 4 nos. units will remain at standstill. Maintenance schedule should strictly be followed. All the spare parts shall be provide by the RVPN.</td>
<td>C</td>
<td>D=C*0.18</td>
<td>E=C+D</td>
<td>F=12*E</td>
</tr>
</tbody>
</table>

**Total**

**In words Rs............................................**
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 Bidder 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

relation my/o submit to..................................... for
In to ur Bid ed ............ Contract
of....................... respons Inviting
................ in e to their Notice 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:                                                   Signature of bidder

Place                                          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.53 dated 30.06.2016.

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

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
(a) determination of need of procurement;
(b) provisions limiting participation of Bidders in the Bid process;
(c) the decision of whether or not to enter into negotiations;
(d) cancellation of procurement process;
(e) applicability of the provisions of confidentiality.
(5) **Form of Appeal**

(a) An appeal under para (1) or (3) above shall be in the annexed formalong 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

[See rule 83]
ANNEXURE-I

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:

<table>
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<th>SN.</th>
<th>Name of work</th>
<th>Name of order purchaser</th>
<th>Estimated cost</th>
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<th>Security Deposit</th>
<th>Tentative date of Completion Period</th>
<th>Work order No. &amp; date</th>
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</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 RVNP shall not be responsible in any circumstances.

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

Witness:

Signature

Address.............................................

Accepted on behalf of RVNP.

Superintending Engineer (T&C-City)
RVPN, JAIPUR.

Notary attested: