BID SPECIFICATION FOR AWARD OF CONTRACTS FOR Construction work of 1 No. 132 KV O/G Bay at 220 KV GSS NPH Jaipur , AGAINST LIMITED BID No.TN-31/ 2018-19.

1. INTRODUCTION:
Bidder, in his own interest is requested to read very carefully these instructions and the terms and conditions 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 at once furnish them to the Superintending Engineer (T&C-JPR CITY-Jaipur City), in writing at least seven days before the specified date of Limited Bid in order that such doubts may be removed. Submission of the BID shall be demanded to be the conclusive proof of the fact that the Bidder had acquainted himself and is in agreement with all the Instructions, terms & conditions governing the specification, unless otherwise specifically indicated/ commented by him in his BID.

2. INSTRUCTIONS TO BIDDER:

2.01. GENERAL INSTRUCTION:-

This Labour Contract covers Earth Mesh, Structure & Equipment Erection etc. for erection of Construction work of 1 No. 132 KV O/G Bay at 220 KV GSS NPH Jaipur as per drawing & details to be supplied by NIGAM.

2. The quantum of activity involved under this labour contract is as shown in enclosed G-Scheduled.

3. This Labour Contract covers taking delivery of all the equipment’s & materials required for above work from specified Store Centre of the NIGAM, its safe custody & transporting it to work site.

Unless specifically mentioned otherwise;

i) All the material/equipment, including nuts & bolts, etc. required for the work shall be supplied by RVPN.

ii) All T&P shall be arranged by the Contractor.

iii) All consumables & other material shall be arranged by the Contractor as mentioned in these specifications.

2.02 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 shall quote the rate in the enclosed price schedule. The same offer will be applicable as per rates in Schedule-II of Section-IV for items not mentioned in Schedule-I and required to be carried out for completion of work. 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-Jaipur 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.

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

<table>
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<tr>
<th>S.No.</th>
<th>Bidder Requirement/Condition</th>
<th>Qualification</th>
<th>Documents to be submitted by Bidder in support.</th>
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<td>1.</td>
<td>Technical Criteria:</td>
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<td>i). The bidder must have “A” Class Electrical Contractor’s License issued by The Sr. Electrical Inspector, GoR, Jaipur.</td>
<td>The copy of certificate/license in this respect should be attested by Notary Public and signed by the bidder or by authorized representative of the firm.</td>
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<td>(ii). The Bidder should have minimum experience of 80% amount of estimated cost for execution of construction work of 132 kV GSS /132 kV bays or above OR for maintenance work of 132 kV bay, 132/33 KV ,10/12.5 MVA / 20/25 MVA Power transformers, Bus Bar &amp; all other equipments etc. during last five years, prior to date of bid opening</td>
<td>The Bidder shall furnish documentary evidence to this effect in the form of a certificate issued by user(s)/ Purchaser(s) containing the details of execution of Augmentation work of 132/33 KV ,10/12.5 MVA OR 132/33 KV, 20/25 MVA OR construction work of 132 kV GSS /132 kV bays or above OR for maintenance work of 132 KV bay or above, 132/33 KV ,10/12.5 MVA / 20/25 MVA Power transformers, Bus Bar &amp; all other equipments etc. The copy of certificate should be attested by a Notary Public and signed by the bidder or by authorized representative of the firm.</td>
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<td>Financial Criteria:</td>
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<td>(i.) The Bidder should have financial capability of minimum of 80% amount of estimated cost of aforesaid work.</td>
<td>Bidder is required to submit the CA Certificate to this respect OR submit the proof of copy of work order and its performance/ completion report.</td>
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<td>3.</td>
<td>Other Documents:</td>
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<td>(ii.) EPF and ESI Registration Number</td>
<td>Respective Supporting Documents are required to be Submitted by the bidder. Besides above, only such contractors should apply, who are already registered with provident fund Commissioner &amp; ESI ,PAN, GST etc.</td>
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<td>(iii.) PAN Card</td>
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<td>(iv.) The bidder must have GST registration</td>
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<td>(v.) Mini. of 2 year Income Tax Return(ITR) Certificates</td>
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<td>(vi.) Legal Status of firm, Place of</td>
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2.04 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) Certificate of Registration with provident fund Commissioner.
ii) 'A' Class' Electrical Contractor License issued by the Sr. Electrical Inspector, Govt. of Rajasthan.
iii) PAN Card.
iv) Certificate of GST (Goods & Service Tax) Registration Number as per provision.
v) Certificate of experience / execution of line works as per Clause No. 1.03.
vii) 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.

2.05 RECEIPT AND OPENING OF BIDS:

a) The bid offer shall be furnished in the following manner:

(i) One medium sized Envelope-I containing proof as per Clause 2.03 of meeting the qualifying requirements. This envelope shall be superscripted “Valid Competency Certificate against TN-28/UBN to be opened on .................

(ii) Another medium sized Envelope-II containing the “Price Bid” and any other information required to be enclosed with the bid as per Clause 1.05 above. This envelope shall be superscripted “Price Bid against TN-31/UBN to be opened on .................

(iii) All three envelopes shall be placed in a big size envelope superscripted “Bid Offer against RVPN/SEI T&CIJP-CITY/TN-31/UBN to be opened on .................

(iv) All above envelopes shall also be duly sealed individually.

b) Sealed covers in which the bids are enclosed shall be delivered in this office not later than 3.00 P.M. (unless otherwise specified) on the specified date. Bids shall not be accepted after the above hour and date fixed for receipt of bids.

c) The bids will be opened as per schedule in the office of SE (T&C-CITY), RVPN, Jaipur. First of all Envelope-I will be opened at 4.00 P.M. on the specified date, in the presence of bidders or their authorized representative who choose to be present. If the bid security is not found in order, envelope-II & III will not be opened.

d) The Envelope-II superscripted “Price Bid” will be opened after opening of Envelope-I and both envelops shall be opened on same day and evaluated for qualifying of bid.

e) If the date fixed for opening of the bids is declared public holiday, the bids shall be received and opened on the next date on which office reopens after such holiday(s).

2.06 VALIDITY OF OFFERS: Bid offer shall be valid for a minimum period of 90 days after the date of opening of Bid. Bids mentioning a shorter validity period than specified are likely to be rejected / ignored.

2.07 SIGNATURE OF BIDDER:

The bid must contain the name, designation and place of business of the person or persons making the bid and must be signed and sealed by the bidder or the authorized signatory with his usual signatures.
3. OTHER TERMS AND CONDITIONS:

3.01. QUANTITY:
The quantum of work may increase or decrease looking to the actual site requirement and condition by the undersigned.

3.02. RATES AND PRICE:
i) The rates/prices are firm and independent for any variation in rates of labour. The prices quoted (in Price Schedule) should be inclusive of cost of transportation of material, Insurance etc. except GST (% GST amount shall be quoted separately in price schedule) for one no. 132 kV O/G Bay from 220 KV GSS NPH site stores to the location in switchyard. For executing this work all the required T&P, labor, consumable material (lugs, welding rods etc.), Machinery etc. shall be arranged by the contractor and all the material, including Structure, capacitor bank, flat, etc. required for the work shall be supplied by RVPN and shall be issued from the RVPN store located at 220 KV GSS NPH.

ii) All the material shall be thoroughly checked before lifting from Nigam's stores. Once the material is lifted, no complaint for quantity or quality will be entertained.

iii) On completion of work, all surplus materials shall be returned by the contractor to the stores of the Nigam as per instruction of Engineer In-charge of the works at your risk & cost.

iv) Recovery of all material including structure material (on per MT basis) shall be effected at double the issue rate. The recovery of shortages of material shall be made only for short members/items of materials.

v) The contractor shall make every effort to minimize the breakages, losses and wastages of material etc. supplied “Free of Cost” by the Nigam for the constructional erection work. The maximum ceiling for the wastages will be permitted as per rules of the Nigam.

3.03. COMPLETION PERIOD: The work is to be completed within 1 (One) month from the date of lay out given by the Engineer In-charge of the works at site.

3.04. WORK IN-CHARGE:
The work-in-charge will be the AEN-II(T&C-JPR CITY)Jaipur City, RVPN, Heerapura, under the control of Executive Engineer (T&C-JPR CITY) RVPN, Jaipur City. He shall deal all issues pertaining to this contract.

3.05. ELECTRICITY:
For the purpose of welding, electricity will be provided at the GSS by the AEN in charge for which no charge will be levied on you.
3.06. **INSURANCE:**

It is the sole responsibility of the contractor to get his workmen insured under workman compensation Act. & Rules, while at work, as required by relevant rules and workmen compensation and pay compensation, as per act and provision/rules made there under. The work is to be carried out by you hence all precautionary measures shall be required to be taken at your end for the purpose of insurance. The department shall not be responsible for any accident, mishappening, theft of material etc. in any way. In case of any loss/theft/accident the same may be recovered or born by the contractor.

3.07. **PAYMENTS:**

The payment shall be arranged by the Accounts Officers (T&C-JPR CITY) Jaipur City, RVPN, Heerapura through RTGS/NEFT for running and final bill (as submitted by you) after deduction of 10% security deposit and statutory deductions as per rule on receipt of running/final bill duly verified by the AEN-II(T&C-JPR City)- In-Charge of the work duly counter signed by the Executive Engineer (T&C-JPRCITY),RVPN,Heerapura. Performance Security deducted from running and final bill will be refunded only after completion of six months from the date of completion of the work to the satisfaction of the Assistant Engineer in charge / Executive Engineer (T&C-JPR CITY)Jaipur City, RVPN, Heerapura, unless otherwise specifically required to be detained/forfeited by Nigam.

3.08. **PRESENTATION OF BILL:**

Running bill of the work carried out shall be submitted in triplicate to the concern Assistant Engineer In-Charge of the work and after verification it by the AEN-II(T&C-JPR City)- In-Charge then submitted to the Executive Engineer (T&C-JPR CITY)Jaipur City, RVPN, Heerapura for the counter signature. The Executive Engineer (T&C-JPR CITY)Jaipur City, RVPN, Heerapura shall forward the same to the Accounts Officer (T&C-JPR CITY) Jaipur City, RVPN, Heerapura for payment after deducting the amount of statutory deduction as applicable.

3.09. **PENALTY:**

In case any delay in completion of the work a penalty @ 1/2 % per week or part thereof subject to maximum 10% value of delayed / unexecuted work shall be imposed and recovered from you. In case unsatisfactory progress the work shall be got done from any other agency at your risk and cost. In the event of failure of the Contractor to execute the work in the scheduled time and/or the work is not executed properly as per the specification, the RVPN at its discretion can execute the work departmentally on your risk and cost. Thereby penalty equivalent to 10% and 15% supervision charges of unexecuted work may be imposed on you.
3.10. AGREEMENT:
You will have to sign an agreement as per Nigam’s standard Performa’s on Non Judicial stamp paper as per stamp duty applicable of Govt. of Rajasthan in prescribed Performa within 15 days from the receipt of this work order or before start of the work whichever is earlier.

3.11. ERECTION INSURANCE:
The contractor shall take suitable storage cum erection insurance policy for entire project at his own cost, the estimated cost of project for the purpose of insurance will be intimated by the In-charge of work.

The contractor shall also ensure the followings:

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-JPR CITY Jaipur City)-work In-charge and A.O. (T&C-JPR CITY Jaipur City) 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). However insurance may be arranged by the contractor prior to issue of material to him and shall remain valid up to 30 days from the date of handing over of the work to the Engineer-in-charge.

However responsibility for any loss / damages will be to the contractor's account.

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

V). Insurance policy shall be drawn in favor of the project indicating the full name of work.

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-JPR CITY) RVPN, Jaipur City for its Acceptance.

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

If work 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.

3.12. **Labour cess**

You will have to require registration of workers under the Building and other construction workers under the Act. Deduction of the cess at source will be made as per provisions of the said Act in force from time to time which will be deducted from the each running/final bill.

3.13. **QUALITY:**

The work is to be carried out as per Drawing and proper work quality with material shall be ensured and checked by the work in-charge strictly as per specification of G-Schedule/BSR etc. and record a certificate to this effect in the MB.

3.14. a). **E.P.F. & ESI:**

You should have to submit a certificate every month that your establishment cover under the Employees Provident Fund and Misc. provision Act, 1952 and is having a separate code no. with the provident fund commissioner and also that the provident fund contribution in respect of all the employees employed by you along with employer’s share of contribution etc. is being deposited with the Provident Fund authorities and shall also submit charges in respect of all the employees engaged by you for the said work with RVPN along with details of the employees, their wages and the amount contribution as per RVPN CPF Rules every month. In case of failure RVPN shall be entitled to deduct 16% of the amount of your bill.

(b). **ESI:** CONTRIBUTION TOWARDS ESI:

The ESI Act 1948 shall be applicable and contractor should be got registered with ESI department and shall submit the copy of challan of depositing ESI contribution every month.

The contractor shall follow & submit the required declarations & contribution towards any of the Act enforced by Govt. of India / State Govt. during currency of contract.

3.15. **DISPUTES:**

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

3.16 CONTRACTORS RESPONSIBILITY:-

i). Supervision and control of the work/job will be contractor’s responsibility.

ii). Contractor shall be solely responsible to obtain and a BID by all necessary licenses/permissions from the concerned authorities as provided under the various Labour laws, legislations including Labour licenses from the competent authority under the contract labour (regulation and abolition) Act 1970.

iii). Supervision, control and regulation of condition of the workmen engaged by the contractor shall be his responsibility and RVPN will have no direct connection with the workers of the contractor.

iv). The work/job shall be executed exclusively in accordance with details, instructions as specified by the Engineer-In charge.

v). Contractor shall be bound to discharge obligation as provided under various statutory enactments including payment of wages Act 1936, minimum wage Act 1948, employee liability Act 1938, workmen compensation Act 1923, industrial dispute act 1947, contract labour (regulation and abolition) Act 1970, Factory Act 1948, ESI act 1948, PF Act, CPF rules, Rajasthan Act of any modification thereof or any other law relating there to and rules made there under from time to time.

vi). Contractor shall ensure and will be solely responsible for payment of wages and other dues. The RVPN shall not be responsible in any manner for any Act. Or omission of the worker engaged by the contractor. No claim in this regard shall be entertained by RVPN. If by virtue of any law in force, RVPN is made to pay any amount by way of penalty / damage / fine etc., RVPN shall recover the amount so paid along with other expenses incurred by RVPN to defend such cases.

3.17 INDIAN ELECTRICITY ACT:

All the works covered by the Contract shall be in accordance with the Indian Electricity Act, 1910

The latest amendments and the Electricity rules made there under.

i). The contractor shall have PF no. from the concerned PF commissioner. He shall have to get himself registered within due course of time.

ii). Contractors should ensure that no permanent liability is created on the RVPN. All liabilities relating to his persons shall be contractor’s liability
3.18 **MEDICAL SUPERVISION & CARE:**

The contractor shall be fully responsible for providing safety equipment first aid and emergency medical treatment to his employees. Necessary arrangement for this purpose shall be made by the contractor.

3.19 **LIABILITY FOR DAMAGES:**

i). If due to contractor negligence and / or non-observance of safety and other precautions, any accident/injury occurs to any other person/public the contractor shall have to pay necessary compensation & expenses, if so decided by the statutory authorities under labour laws and / or rules made there in force from time to time.

ii). If due to contractor carelessness, negligence of non-observance of safety precaution damage to RVPN property and personals should occur, the same will be recovered from the running bills of the contractor and / or from his security deposit.

3.20 **REGARDING PERSONNEL OF CONTRACTOR :**

i) The Engineer-in-charge shall be at liberty to object to the supervisor or any person employed by the contractor in the execution of the work who commits misconduct or be incompetent, or negligent and the contractor shall remove the person so objected by Engineer-in-charge or on receipt of notice in writing requiring him to do so and shall provide in his place competent supervisor/person at the contractor’s expenses for the work.

ii) Contractor/his representative/Supervisor shall follow/submit the BID with all general rules and regulations in force on the site and to any special conditions imposed by the local administration. The general discipline of the plant shall be maintained.

3.21 **PENALTY FOR DELAY IN EXECUTION OF WORK.**

The contractor has to discharge the duties timely as per terms & conditions laid down in the contract. In case of any default or delay on the part of the contractor for not completing the work in time as per requirement of work, recovery shall be made from his running bills as described in clause 10.
3.22. ACTION FOR NEGLIGENCE AND DEFAULTS OF THE CONTRACTOR:

i) If the contractor fails to discharge the duties as per terms and conditions laid in the contract or causes delay in carrying out a piece of work, the order placing authority or the concerned Engineer in charge at his discretion will be entitled to effect, the deduction from the contractor's bills as described in BID specification.

ii) If it is found that the lapses on the part of the contractor are repeated every day and there is no improvement in the working inspite of informing the contractor by Engineer in charge verbally and / or in writing from time to time and also making deductions under aforesaid clauses of the contract, may after giving 7 days notice in writing to the contractor to terminate the contract beside getting the work done from other agency even during the notice period at cost and risk of the contractor and reserves the right to recover such from bills of the contractor and / or security deposit or otherwise.

3.23. TOOLS & PLANTS ETC. :-

All required general tools and plants for completing the specified work shall be provided by the contractor, however, the major special T&P shall be provided by the Nigam, if available for completion of work. Any damage to the Nigam’s tools and plant’s shall be recovered from the contractor.

3.24. SAFETY DEVICES :-

The contractor shall provide all the required safety appliances to the workers/ staff as may be warranted for the safety of the workers during the course of the work. Safety devices like safety belt, safety Helmet, welding glass, welding gloves, Asbestos gloves etc shall be kept at site for use by workers.

3.25. DISPOSAL OF WASTE MATERIAL:

The contractor shall not leave any waste material at the site of work on completion of the job. The waste material should be removed and disposed to a place to be indicated by the Engineer in charge. The contractor’s bills shall not be verified unless the work site has been completely cleared off all the waste material / debris.

3.26. WORK PERFORMANCE:-

The work performance shall be generally as per terms and condition laid down in specification and also to be the entire satisfaction of Engineer In charge. In case where any abnormality is observed on count of poor workmanship within the period of one month after completion of work, it shall be attended again at no extra cost. The work performance if still not found satisfactory then the work shall be got executed from other agency at the risk & cost of the contractor.
SCHEDULE OF PAST EXPERIENCE OF THE BIDDER IN RESPECT OF EHV LINES OR AT EHV GSS

1. Details of orders obtained/executed

1. In support of above & of meeting the other qualifying requirements, copies of the Work Orders and satisfactory completion reports from the user or Order Placing Authority duly attested are enclosed

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<tr>
<th>S. No</th>
<th>Name of order placing authority</th>
<th>Order No. &amp; Date</th>
<th>Name of work</th>
<th>Value of Work Order</th>
<th>Date of commencement of work</th>
<th>Date of completion of work</th>
<th>Remarks</th>
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Encl:- As Above

(Signature)
Name & Designation
With Seal of the firm.
ANNEXURE-I
(Format for contract agreement)

CONTRACT AGREEMENT

This Agreement is made at Jaipur this day .......................... between the .......................... RRVPNL, 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:

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<th>Name of work</th>
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<td>2</td>
<td>Name of order placing authority/purchaser</td>
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<td>3</td>
<td>Name of contractor</td>
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<td>Estimated cost</td>
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<td>Earnest Money deposited.</td>
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<td>6</td>
<td>Security Deposit</td>
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<td>Tentative date of completion</td>
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<td>Work order No. &amp; date</td>
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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 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 capacitor Bank Unit 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 (contractor) 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-JPR CITY)
RVPN, Jaipur City
ANNEXURE-II
(Format for indemnity bond)

INDEMNITY BOND

Know all men by these presents that we
......................................................................... (hereinafter 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. (hereinafter called 'NIGAM' which expression shall, where the context so admits include its successors and permitted assignees) 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 whatever nature occurs to such material which is held by us at our site stores at works site, in trust for and on behalf of the Nigam and or if any of such material or fabricated articles made therefrom 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 bind ourselves firmly by these presents dated ........................................ and whereas the contractor 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 LIMITED 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 LIMITED 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.

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

Authorized signatory

Witness:

Sign________________________________
Name________________________________
Address________________________________

Notary attested:
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 the 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 aBIDding 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: .......................................................... 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 LIMITEDing 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:

7. Prayer:

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

Date ........................................

Appellant's Signature

[See rule 83]
<table>
<thead>
<tr>
<th>S. No</th>
<th>Description of the Work</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate(BSR 2017)</th>
<th>Amount(Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>EARTH MESH WORK:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Laying of Earth Mesh with 40 mm. dia M.S. Rod at depth of 0.8 mtr. From the top level of foundation, including excavation of trench of required depth and back filling of the same, transportation of M.S. Rod from site store to location, welding of M.S. Rod along the length, at crossing and with earth electrode as per drawing, application of bitumen impregnated tape on all the welded joints, for the type of soil prevalent at 0.8 mtr. Below the foundation (M.S. Rod of above sizes and M.S. Flat as required shall be made available by RVPN)-PRJ1248</td>
<td>Mtr.</td>
<td>300</td>
<td>48.00</td>
<td>14400.00</td>
</tr>
<tr>
<td></td>
<td><strong>In case electricity is made by RVPN with out charges</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) Normal Dry soil</td>
<td>Mtr.</td>
<td>300</td>
<td>48.00</td>
<td>14400.00</td>
</tr>
<tr>
<td></td>
<td>B-1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Laying of Earth Riser of 75 X12 mm, size M.S. Flat at a depth of 0.8 mtr. From the top level of foundations, including excavation of trench of required depth and back filling of the same, transportation of M.S. Flat from site store to location, preparation of risers, bending as required, fixing on and welding/ bolting of equipments/ structures and peak of towers, laying of trench, welding to the earth mesh of M.S. Rod as per requirement, application of bitumen compound and covering with bitumen tape on all welded joints, painting on all the surface of the riser above ground level with red oxide and green enamel paint, for the soil prevalent at a depth of 0.8 mtr. From the top level of the foundation (M.S. Flat of above size will be supplied by RVPN)-PRJ1268</td>
<td>Mtr.</td>
<td>400</td>
<td>51.00</td>
<td>20400.00</td>
</tr>
<tr>
<td></td>
<td><strong>a) In case electricity is made by RVPN with out charges</strong></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) Normal Dry soil</td>
<td>Mtr.</td>
<td>400</td>
<td>51.00</td>
<td>20400.00</td>
</tr>
<tr>
<td></td>
<td>C-1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Placing/ driving of Earth Electrode of 40 mm. dia. M.S. Rod of length 3.3 mtr. To a depth of approx. 3.8 mtr. From the top level of foundation, including excavation of pits as required and black filling of the same, transportation of M.S. Rod from site store to location, cutting of M.S. Rod to desired length, preparation of one end as spike if necessary, welding of earth electrode to earth mesh as per drawing. Application of bitumen compound and and covering with bitumen impregnated tape on all welded joints, for the type of soil prevalent at 3.8 tr. Below the foundation (M.S. Rod of above sizes and M.S. Flat as required shall be made available by RVPN)-PRJ1288</td>
<td>Mtr.</td>
<td>300</td>
<td>45.00</td>
<td>13500.00</td>
</tr>
<tr>
<td></td>
<td><strong>In case electricity is made by RVPN with out</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Nos.</td>
<td>Rate</td>
<td>Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>------</td>
<td>-------</td>
<td>---------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ERECTIOI OF SUB- STATION STEEL STRUCTURES</strong> columns, Beams, Lighting Masts and equipment structures (excluding circuit breaker and capacitor bank) of all types including transportation of structure members, nut and bolts, washer etc. from site store to location, their assembly, placing on foundation, fixing of templates with foundation bolts as requirement, leveling and preparing for grouting as required but excluding grouting, erection after grouting and tightening and punching of nuts and bolts (Max height of structure up to 20.0 Mtr.)- PRJ1150</td>
<td>2</td>
<td>MT 13.5</td>
<td>2321.00</td>
<td>31333.50</td>
<td></td>
</tr>
<tr>
<td>Stringing of <strong>132 kV/ 33 kV Bus Bars</strong> of ACSR conductor including transportation of conductors, disc insulators and tension hardware from site store to location laying and cutting required length of conductor cleaning and assembly of disc insulator as required along with fitting of bolted type or compression tension hardware as made available (compression machine shall be provided by RVPN on rent free basis) making up at one end, stringing of conductor between the beams with specified sag and tension also equalizing sag and fitting the spacers T Clamp for twin conductor for three phase of conductor in each bus section.</td>
<td>3(A)</td>
<td>SEC 1</td>
<td>1356.00</td>
<td>1356.00</td>
<td></td>
</tr>
<tr>
<td><strong>Jumpers of ACSR conductor</strong> (3 Nos. Y - Type) between bus to equipment or between equipment to equipment, bus to bus including transportation of conductor, disc insulators and hardware from site store to location, cleaning and assembly of disc insulator as required along with fitting on suspension hardware and erection as required, cutting required length of conductor making connection, fixing of spacers and spacer T Clamps as required , tightening of clamps/ connector, dressing etc for three phases.</td>
<td>(B)</td>
<td>SEC 1</td>
<td>1955.00</td>
<td>1955.00</td>
<td></td>
</tr>
<tr>
<td>Stringing of <strong>Earth Wire</strong> of size 7/3.15 mm. or 7/4.0 mm. including of transportation of earth wire tension hardware etc from site store to location, lying and cutting required length of earth wire, fitting of bolted type or compression type hardware as available (Compression machine shall be provided by RVPN on rent free basis) making up at one end stringing of earth wire between structures peak with specified sag and tension, jumpering and connecting earth bond for single earth wire.</td>
<td>4</td>
<td>Nos. 4</td>
<td>292.00</td>
<td>1168.00</td>
<td></td>
</tr>
</tbody>
</table>
**ERECTION OF SUBSTATION EQUIPMENTS:**

<table>
<thead>
<tr>
<th>(B)</th>
<th>Erection of <strong>Current Transformers</strong>/ <strong>Potential Transformer</strong>/ <strong>CTV</strong>/ <strong>SR</strong>/ <strong>RVT</strong> Neutral CT with clamps and connectors, on already erected steel structures including transportation from site store to location, fabrication of base frame, fixing of terminal connectors, tightening of nuts and bolts complete in all respect.</th>
</tr>
</thead>
<tbody>
<tr>
<td>132 kV CT/CTV- <strong>PRJ1320</strong></td>
<td>Nos. 12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(C)</th>
<th>Erection of <strong>Lightening Arrester</strong> on already erected steel structures including transportation of lightening arrester, clamp and connectors, surge counter etc. from site store to location, fabrication of base frame, fixing of terminal connectors, surge counter, tightening of nuts and bolts etc. complete in all respect.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii) 132 kV- <strong>PRJ1324</strong></td>
<td>Nos. 3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(D)</th>
<th>Erection of <strong>Isolator</strong> on already erected steel structure including transportation of base frame PI's, Mechanism box, clamps and connectors etc from site store to location, minor fabrication and fixing of terminal connectors etc adjustment/ alignment of isolator and fixing of earth blade if provided for their smooth operation and adjustment if required after jumpering.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii) a- 132 kV without EB- <strong>PRJ1330</strong></td>
<td>Nos. 1</td>
</tr>
<tr>
<td>ii) b- 132 kV with EB <strong>PRJ1331</strong></td>
<td>Nos. 1</td>
</tr>
<tr>
<td>(ii) 132 kV <strong>TENDOM</strong>- <strong>PRJ1332</strong></td>
<td>Nos. 1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(G)</th>
<th>Erection of 132 kV <strong>Circuit Breaker</strong>, including transportation of equipment, structure members, nuts and bolts, clamps and connectors, accessories etc. from site store to location, assembly of support structure, their placing on foundation, levelling and preparing for grouting as required, but excluding grouting, assembly/ placing of support columns/ poles, mechanism box/ control cubicle, and other accessories as per manufactures drawings, fitting of SFS pipelines as required, electrical wiring from pole to cubicle, fixing of terminal connectors as required , but excluding commissioning of CB, for all types of operating mechanism, as required</th>
</tr>
</thead>
<tbody>
<tr>
<td>iii) 132 kV CB- <strong>PRJ1339</strong></td>
<td>Nos. 1</td>
</tr>
</tbody>
</table>

| 1 | Erection of **PI** on already erected structures |

<table>
<thead>
<tr>
<th>4</th>
<th>Erection of <strong>Marshalling Kiosks</strong>/ <strong>LMU</strong>/ line matching and distribution unit (LMDC) complete in all respect including transportation from site store to location, placing on foundation/ cable trench as per layout/ preparing for grouting of foundation bolts but excluding grouting etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nos. 9</td>
<td>665.00</td>
</tr>
</tbody>
</table>
In case all the wires of any cable are not terminated then a deduction @ 6.00 shall be made for each end of the wire not terminated.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) 132 kV Marshalling Kiosk-- PRJ2471</td>
<td>2</td>
<td>374.00</td>
<td>748.00</td>
</tr>
<tr>
<td>Laying of P.V.C. Insulated unarmored / armored control cables of 1.1 kV grade with copper conductor in cable trench as per specification as required, including transportation of cable drum from site store to location, laying in cable trenches, placing in the cable racks/ cable trays/ cable batten and dressing, including removing and fixing of trench covers as required, making necessary connections, testing, cable marking on both the termination ends, etc as required for all sizes from 2 X 2.5 mm² to 20 X 2.5 mm² and 4 X 4 mm² and 4 X 6 mm²</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Unarmored control cables PRJ2618</td>
<td>3000</td>
<td>5.00</td>
<td>15000.00</td>
</tr>
<tr>
<td>Fixing of Control Cables in position with single compression nickel plated brass cable glands confirming to IS: 12943 and having three metal washers and rubber ring, including preparation of cable and drilling of corresponding holes in gland plates, etc as required and including cost of cable glands for each cable gland of size:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) 19 mm Cable gland-- PRJ1383</td>
<td>35</td>
<td>44.00</td>
<td>1540.00</td>
</tr>
<tr>
<td>b) 25 mm Cable gland-- PRJ1385</td>
<td>40</td>
<td>67.00</td>
<td>2680.00</td>
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<tr>
<td>c) 32 mm Cable gland-- PRJ1387</td>
<td>4</td>
<td>96.00</td>
<td>384.00</td>
</tr>
<tr>
<td>Termination of wires of Cables with copper terminal lugs (Pin or ring type of Dowells or equivalent make as approved by Engineer - In - Charge) duly crimped by crimping tools, including wire ends ready for crimping, ferruling and dressing of wires, etc as required, including cost of terminals ends for all wires, for each cable at both ends for cables of following sizes:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) 2 X 2.5 mm²-- PRJ1389</td>
<td>5</td>
<td>21.00</td>
<td>105.00</td>
</tr>
<tr>
<td>b) 3 X 2.5 mm²-- PRJ1390</td>
<td>5</td>
<td>32.00</td>
<td>160.00</td>
</tr>
<tr>
<td>c) 4 X 2.5 mm²-- PRJ1391</td>
<td>18</td>
<td>43.00</td>
<td>774.00</td>
</tr>
<tr>
<td>d) 6 X 2.5 mm² PRJ1391 --- PRJ1394</td>
<td>4</td>
<td>64.00</td>
<td>256.00</td>
</tr>
<tr>
<td>f) 12 X 2.5 mm²-- PRJ1392</td>
<td>6</td>
<td>128.00</td>
<td>768.00</td>
</tr>
<tr>
<td>h) 18 X 2.5 mm²-- PRJ1396</td>
<td>2</td>
<td>191.00</td>
<td>382.00</td>
</tr>
</tbody>
</table>

In case all the wires of any cable are not terminated then a deduction @ 6.00 shall be made for each end of the wire not terminated.
<table>
<thead>
<tr>
<th>i) 4 x 4 mm² - PRJ1397</th>
<th>Each</th>
<th>20</th>
<th>57.00</th>
<th>1140.00</th>
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<tbody>
<tr>
<td>In case all the wires of any cable are not terminated then a deduction @ 7.00 shall be made for each end of the wire not terminated.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>A- (Premium amount) - TOTAL:</th>
<th></th>
<th>154634</th>
</tr>
</thead>
<tbody>
<tr>
<td>We agree to execute the above work @ ...........% above / Below on A- (Premium amount)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GST @ 18%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total (Rs.)

Say in Rs. ........................................................................................................

Signature of authorized Representative of the contractor with seal

Date:

Superintending Engineer (T& C- JPR City)
RVPNIL Jaipur