1. TERMS & CONDITIONS:

1.1 Bid received after the scheduled time may not be accepted and if delivered after that time is liable to be rejected.

1.2 The bid are to be written in ink only and the rates should be given both in words as well as in figures. If any editing, it should be made clearly dated / initialed by the bidder.

1.3 The bid should be completed in all respects and incomplete bid are liable to be rejected.

1.4 Conditioners bid & casual letters sent by the bidders will not be accepted.

1.5 Eligibility Criteria:- Firms having the experience of successfully completion of the same type work in RVPN (220 KV or above voltage level) or other organizations are only eligible for the bid, for which they have to produce attested copy of certificate at the time of purchasing of bid document/ at the time of submitting the bid documents.

1.6 The bidder should inspect the site of work prior to filling the Bid. These works shall be carried out in substation premises as per RVPN O&M manual and bidder strictly follows the safety manual/ safety standard as per Indian Electricity Act 2003 / Rule 1956.

1.7 The Bidder shall follow a safe method of working so that there is no damage to Nigam's material and also no injury to any of his worker. The maintenance work may be carried out before sunrise/ after sunset as per site conditions. The Skilled Supervisor are to be depute by bidder at work site.

1.8 The Bidder must have "A-Class" or equivalent category Electrical Contractor License issued from Chief Electrical Inspector, GOR as on the date of bid opening.

1.9 The undersigned reserves the right to reject any / all bids in part or full without assigning any reason thereof.

1.10 The Bidder shall give an Safety Cum Indemnity Bond on non-judicial stamp paper worth Rs. 200/- to the effect that RVPN will not be responsible for any injury sustained by your worker due to an accident arising out of the above work.

1.11 All disputes shall be subject to jurisdiction of court in Rajasthan State only. In case of dispute the decision of ZCE (T&C), Jodhpur will be final and binding on both the parties.

1.12 Any representation after opening of bid shall be ignored. These parties may be debarred from biding in future for a specific period. Their earnest money in such cases will stand forfeited.

1.13 The provisions of Rajasthan public procurement Transparency Act-2012 & Rajasthan public procurement Transparency rules 2013 shall be applicable.

1.14 Bid Security :- Bid Security shall be deposited Rs 4073 (@2% of estimated cost of work) by the firm through Cash or Demand draft or Banker Cheque of scheduled bank drawn in favour of Accounts Officer (T&C) RVPN, Bhadla payable at Phalodi, otherwise the bid shall be deemed to be cancelled.

1.15 The rate shall be inclusive of all taxes except GST, as GST rate should be quoted separately.

1.16 In the event of any breach of any terms & condition or delay or default the contract will be terminated and Bid security deposit and other financial holds will be forfeited by the Nigam no interest shall be paid on such deposits.

1.17 The bidder must be registered under PF, ESI and GST.

2. COMPLETION OF WORK:- The work shall have to be completed within scheduled time and shall be counted from the issuing of work order. The bidder shall give
their program in advance to Engineer in charge for obtaining the shut down if required.

3. **CONTRACT PERIOD:-** The Contract shall be for a period w.e.f 15.03.2019 to 14.05.2019 (for 90 days) as mentioned in the bid and can be extended further for a period of 45 days subject to satisfactory working performance as per RVPN norms/RTPP Rules.

4 **TERMS OF PAYMENT:-**

4.1 Each running bill will be prepared by the bidder & required to be submitted to Executive Engineer (400 KV GSS) RVPN Bhadla in triplicate after execution/completion of work, same will be sent to The Accounts Officer (T&C) RVPN, Bhadla for arranging payment.

4.2 The 100% (One hundred percent) payment of work done shall against each running bill and final bill (In case contractor furnishes Performance Security deposit @ 5% of ordered amount).

4.3 Payment of running bills shall be made to you by Accounts Officer (T&C), RVPN, Bhadla on submission of bills through RTGS/NEFT.

4.4 Income tax and all the statutory deduction as applicable from time to time will be deducted at source as per income Tax Act.

4.5 If any deduction, in respect of deficiencies etc. will be made by the In-charge of work while verifying the bills & simultaneously be conveyed to firm.

5. **PERFORMANCE SECURITY :-** The amount of Performance Security shall be deposited equivalent to 5% (five percent) of the contract value in case of procurement of Service as per RTPP Rule (75) at the time of contract agreement and it shall be refunded on request of the bidder after 03 (three) months on completion of the entire work to the satisfaction of the NIGAM and No interest shall be payable on such deposits.

6. **FORCE MAJURE CONDITIONS:-** If at any time during the period of contract, your performance in whole or part be prevented or delayed by the reasons of any war, hostility acts of public enemy, civil commotion sabotage, floods, explosion, fire, epidemics, Quarantine, Restriction, act of good herein after to as “Events” then provided notice or an adequate proof of the work having been suffered on account of these events is given within 21 days of the date of occurrence, there of the provisions of clause shall not be invoked by concerned authorities of the RVPN, provided that the work under the contract shall be resumed immediately. After such events has ceased to exist and the decision of the Superintending Engineer (T&C) RVPN, Bhadla or his authorized officer's whether the work has been resumed or not shall be final and conclusive.

7. **LABOUR LAWS:-**

7.1 Employees Provident Fund:- The bidder shall have to submit a certificate every month that they are an establishment covered under the employee provident fund and miscellaneous provisions Act. 1952 and bidder have a separate code number with the provident fund commissioner & also that the provident fund contribution in respect of all, the employees employed by bidder 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 challan of deposit. In absence of above, the bidder shall be liable to deposit employee, as well as, employer's contribution and other charges in respect of all the employees engaged by him for the said work with RVPN along with details of the Employees/Wages and the amount of contribution as per RVPN CPF Rules every month. In case of failure, RVPN, shall be entitled to deduct the amount from bills as per CPF Rule/Act. The bidder has to pay the minimum wages to his employee/worker as per Government of Rajasthan rules.

7.2 The bidder shall maintain a valid labour license under the Contract Labour (Regulation & Abolition Act-1970) for employing necessary manpower required by bidder. In the absence of such license, the bidder shall be liable to be terminated without assigning any reason thereof.

7.3 The bidder shall also be found to discharge obligation and provided under various statutory enactment including the employee provident fund and Miscellaneous Act 1936, workmen's compensation Act 1923 and other relevant acts, Rules and regulation enforced from time to time.

7.4 The bidder shall ensure and will be solely responsible for payment of wages and other dues latest by 9th of the following month to the personal deployed by bidder. Bidder shall be directly responsible and indemnity the department against all charges, Claims, dues, etc. arising out of dispute related to the dues and employment of personal deployed by bidder. In case bidder fails to make the payment of wages etc. to their worker with in the schedule time, NIGAM reserve the right to discharge the payment directly from the pending claims.

7.5 The bidder is liable to pay his contribution in respect of every employee and deduct employee's contribution from wages under the ESI Act 1948 as per applicable rate.

8. ARBITRATION :-

8.1 In the event of any question, dispute of difference arising under the agreement in connection therewith, except as to matter the decision of which is specifically provided under the agreement. The same shall be referred to sole arbitration of the Zonal Chief Engineer (T&C-JU/Z) RRVPN, Jodhpur.

8.2 The agreement to appoint an arbitrator will be in accordance with the arbitration and conciliation act 1996. There will be no objection to any such appointment that the arbitration is Govt. Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties in the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his officer or being unable to act for any reasons whatsoever may be the Zonal Chief Engineer (T&C-JU/Z) RRVPN, Jodhpur or the said officer shall appoint another person to act an arbitrator in accordance with the terms & conditions of the contract agreement and the person so appointed shall be entitled to proceed from the stage of which it was left out by his predecessors.
8.3 The arbitration may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

8.4 The venue of the arbitration proceeding shall be the office of concerned Zonal Chief Engineer (T&C-JU/Z) RRVPN, Jodhpur or such other places as the arbitrator may decide.

9. SAFETY MEASURE & ACCIDENT: - The bidder shall follow a safe method of working so that there is no damage to Nigam's material and also no injury to any of his worker. The bidder shall be fully responsible for safety of his workers and take suitable insurance under workmen compensation Act at their cost immediately before commencement of work the insurances will be continue to be in force during the currency of contract and till the work is completed of their contract. During the work if any person gets injured due to any accident, the compensation if any, will be paid by the bidder. No payment will be paid by VPN on this account. The bidder shall give an Safety Cum Indemnity Bond on non-judicial stamp paper worth Rs. 200/- to the effect that VPN will not be responsible for any injury sustained by their worker due to an accident arising out of the above work and that bidder will bear entire cost of such injury or compensation if any to be paid to their workers. The cost of stamp/duty shall be borne by bidder.

10. INDIAN ELECTRICITY RULES: - The Maintenance of Bay Equipment, Power transformer, Bus Bar and it's associate equipment shall be carried out as per VPN O&M manual and bidder shall strictly follow the safety manual/ safety standard as per revised & latest provision under Indian Electricity rules/Act. made there under.

11. SAFETY EQUIPMENTS & TOOLS: - The bidder shall arrange all type of tools & tacksels, safety equipments i.e. hand gloves, helmet, safety belt, safety shoes, etc. for the wokers as required during the work at their own cost.

12. CONTRACT AGREEMENT: - The bidder shall execute contract agreement on the non-judicial stamp paper @ 0.25 % of ordered amount as per GoR stamp duty Act in the prescribed Performa within 15 days after receipt of the order. Copy of the detailed order, duly signed on each & every page, All the above contract documents shall be signed by the bidder or an authorized person holding valid power of attorney duly registered. No payment shall be released in absence of executing the contract agreement.

13. DELAY IN COMPLETION: -

13.1 In case you fail to execute the work within stipulated completion period, a penalty @ 0.25 % per week on entire work order value. Such penalty shall be limited to a maximum of 5% of the value of entire work order. Such recovery can be done from your pending payment available with the Nigam. In case of unsatisfactory progress, after giving a Notice for 7 days, the work shall be got done from any other agency at your risk and cost.
13.2 The delay in completion of these work due to non-availability of shutdown wherever required shall not be counted for the purpose of these provision.

14. **SHUT DOWN:**

14.1 The maintenance work of Bay Equipment, Power transformer, Bus Bar and its associate equipment carried out under the strict supervision of Engineer In-charge. The shutdown are involve in this work and will be arranged by RVPN as and when required by bidder in writing to consignee previously.

14.2 All equipment in the vicinity and not covered under the shutdown shall be treated as energized. The bidder will be solely responsible for his worker's safety and ensure to maintain the minimum Electric Clearance/Safe Working Clearance from the charge equipment installed at switch yard. Bidder should depute skilled supervisor at work site.

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

[Signature]

Superintending Engineer (T&C)
RVPN, Bhadla
**OFFICE OF THE EXECUTIVE ENGINEER (400 KV GSS), RVPN, BHADLA**

Name of work: Repair and maintenance work of Bays, Transformers, and Bus Bars at 400 KV GSS, Bhadla.  
(HSN Code - 9987) for the period 2018-19

G-SCHEDULE Based on RVPN BSR for R&M work of EHV GSS & Line - 2017

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Description</th>
<th>Unit</th>
<th>Qty.</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.0</td>
<td>Maintenance of Bay Equipments</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Providing of work assistance as given below in maintenance work of following bay equipments such as circuit breaker, current transformers, lightning arresters, isolators, CVTs, PLCC equipments and corresponding control and relay panels. (All spares, lubricating material and only special T&amp;P Shall be provide by RVPN. cleaning material and general T&amp;P shall be arranged by the contractor.)</td>
<td></td>
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<tr>
<td></td>
<td>a) Checking of tightness of clamp &amp; connectors.</td>
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<td></td>
<td>b) Cleaning of all insulators.</td>
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<td></td>
<td>c) Attending to oil leakage, if any.</td>
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<td></td>
<td>d) Cleaning of all Junction Boxes and Secondary terminal boxes.</td>
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<td></td>
<td>e) Checking of operation of CB Through relays and verifying various logic and control circuits and annuanciation circuits.</td>
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<td></td>
<td>f) Measurement of CB operation timings.</td>
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<td></td>
<td>g) Checking of Isolator operation and its alignments.</td>
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<td></td>
<td>h) Checking of gas pressures like SF6 and N2 in circuit breakers/CTs, etc.</td>
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<tr>
<td></td>
<td>i) Measurement of IR Values of Las, CTs, and CVTs</td>
<td></td>
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<td></td>
<td>j) Lubrication of defined parts of all equipments all required points.</td>
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<td></td>
<td>k) Washing the equipments in case oil stains are present, then washing is to be done with use of detergent solution.</td>
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<td></td>
<td>l) cleaning of C&amp;R panel from inside.</td>
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<tr>
<td></td>
<td>m) Providing of other related work assistance as may be required by incharge</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3.1</td>
<td>400KV Bay Including Tie CB &amp; High jack Bus (1 no. Supervisor+10 No. Workmen)</td>
<td>Each Bay</td>
<td>20</td>
<td>3690</td>
<td>73800.00</td>
</tr>
<tr>
<td>3.2</td>
<td>220KV Bay (1 no. Supervisor+8 No. Workmen)</td>
<td>Each Bay</td>
<td>17</td>
<td>3104</td>
<td>52768.00</td>
</tr>
</tbody>
</table>
### 4.0 Maintenance of power Transformers

Providing of work assistance as given below in maintenance work of Power Transformers for the following types of power transformers (All Spares, lubricating materials and only special T&P shall be provided by RVPN. cleaning material and general T&P shall be arrange by the contractor)

- a) Cleaning of porcelain of Bushings
- b) Checking of tightness of clamp & connectors.
- c) Cleaning of Bucholz and Oil Surge Relays.
- d) Cleaning of glasses at oil level indicators.
- e) Cleaning of Marshelling box, cooler control cubical, thermometer, etc. as provided.
- f) Attending to oil leakage from transformer body and bushing.
- g) Checking of oil level in oil filled bushings.
- h) Checking of drycol air drying system.
- i) Measurement of IR Values.
- k) Testing of PRD.
- l) Checking of Tripping Circuits of Bucholz and winding, oil temperature controls and protection scheme.
- m) Checking of OLTC gear operation
- n) Checking of auto circuits of cooling bank.
- o) Taking of oil samples for testing.
- p) To carry out other special measurement as may be required.
- q) Providing of other related work assistance as may be required by work incharge.

<table>
<thead>
<tr>
<th>4.1</th>
<th>400/220/33 KV ,500MVA Transformer, (8 No. workmen)</th>
<th>Each Trf.</th>
<th>8</th>
<th>2391</th>
<th>19128.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4</td>
<td>33/0.4KV and Auxiliary Supply Station Transformer (3 No./ Workmen)</td>
<td>Each Trf.</td>
<td>2</td>
<td>1031</td>
<td>2062.00</td>
</tr>
</tbody>
</table>

### 5.0 Maintenance of Bus Bar and associated equipments

Providing of work assistance as given below in maintenance work of bus bar of various voltage levels (All spares, lubricating material and only special T&P Shall be provide by RVPN. cleaning material and general T&P shall be arranged by the contractor.)
a) Tightening of clamps and connectors and gantries (At a maximum height of 25 Meter using safety belts) also tightening of clamps/connectors of all bus side associated equipments.

b) Replacement of wornout clamps and connectors of bus during work under item no. (a)

c) Cleaning of all Insulators of suspension and tension strings of bus bars and insulators of bus isolators, Bus CVT's /PT's

d) Checking of operation of Bus Isolators and their alignment including motorized operation.

e) Maintenance of operating mechanism and switches, etc.

f) Lubrication of all moving parts.

g) Providing of other related work assistance as may be required by incharge

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>400KV BUS Section (1 No. Supervisor+8 Nos. Workmen)</td>
<td>Each Section 2</td>
<td>3176</td>
<td>6352.00</td>
</tr>
<tr>
<td>5.2</td>
<td>220KV Bus Section (1 No. Supervisor+6 Nos. Workmen)</td>
<td>Each Section 4</td>
<td>2582</td>
<td>10328.00</td>
</tr>
</tbody>
</table>

### 8.0 Maintenance of D.C. System

Providing work assistance for the work of maintenance of

- i) To take reading of voltage of all battery cells.
- ii) To take reading of specific gravity of all battery cells (for conventional type)
- iii) To check electrolyte level of all cells and topping up if required (for conventional type)
- iv) Checking temperature of cells.
- v) Checking and cleaning of terminal & lugs
- vi) Application of petroleum jelly on terminals.
- vii) Checking capacity by switching off battery charger as per RVVPN procedure and charging of batteries by Boost charging.
- viii) Cleaning of charger and its components from inside by blower.
- ix) Cleaning of DC distribution board.
- vi) Application of petroleum jelly on terminals.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.4</td>
<td>220 Volts DC System with VRLA type battery set. (3 workmen)</td>
<td>each set 2</td>
<td>903</td>
<td>1806.00</td>
</tr>
<tr>
<td>8.6</td>
<td>48 Volts DC System with VRLA type battery set. (2 workmen)</td>
<td>each set 2</td>
<td>333</td>
<td>666.00</td>
</tr>
<tr>
<td>8.7</td>
<td>Boost charging of 220/110/48 Volts battery set. (4 workmen)</td>
<td>per day 4</td>
<td>1251</td>
<td>5004.00</td>
</tr>
</tbody>
</table>
### 11.0 Maintenance of LT System and yard lights

Providing work assistance for the work of maintenance of LT System and yard light and other work.

#### Work Detail

1. Maintenance of LT switchgear by withdrawal and insertion of LT incomer modules.
2. Opening & refixing, replacement or repair of damaged/worn out parts.
3. Replacement of fuses, all fused bulbs, tube rod, HPSV lamp, HPMV lamp, indicating lamps, Amp. Meter and Volt. Meter etc.
5. Changing of defective ballast, ignitors, starters, condensers etc.
7. Replacement/ repair of electrical wiring, cable in control room building and yard including minor extension of wiring and fitting.
8. To provide work assistance in any other works related to maintenance of LT system and yard light as may be required by work incharge. (All Spares, lubricating material and only special T&P shall be provided by RVPN. Cleaning material and general T&P shall be arrange by the contractor.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>At 400 KV GSS (03 Days in a quarter)</td>
<td>per day</td>
<td>1</td>
<td>658.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>172572.00</td>
</tr>
<tr>
<td>Add T.P.(+/-) @.....%</td>
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<td></td>
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<tr>
<td>Total</td>
<td></td>
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<tr>
<td>GST @ ................% if applicable</td>
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<td></td>
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<tr>
<td>Grand Total</td>
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</tbody>
</table>

I/ We hereby accept the above quoted rates.

Signature of contractor with full address
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 behaviour to impair the transparency, fairness and progress of the procurement process;
(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
(f) not obstruct any investigation or audit of a procurement process;
(g) disclose conflict of interest, if any; and
(h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

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

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

Declaration by the Bidder

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

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

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

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

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

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

Date: Signature of bidder

Place

Name:

Designation:

Address:

[Signature]

[Signature]

[Signature]
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. First Appellate Authority - The CE (T&C-JU/Z) RVPN Jodhpur.
2. Second Appellate Authority - WTD RVPN Jaipur.

(1). Filling an Appeal:- If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, 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 endeavor to dispose of it of within thirty days from the date of appeal.

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

(4) Appeal not to lie in certain cases:- No appeal shall lie against any decision of the Procuring Entity relating to the Following matters, namely:-

(a) Determination of need of procurement;
(b) Provisions limiting participation of Bidders in the Bid process;
(c) The decision of whether or not to enter into negotiations;
(d) Cancellation of procurement process;
(e) Applicability of the provisions of confidentiality.

(5) Form of Appeal :- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee of filing Appeal :- (a) Fee of first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
(b) The fee shall be paid in the form of bank demand draft or banker's cheque of the Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of Appeal :- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-
(i) Hear all the parties to appeal present before him; and
(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
(d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.
Annexure -D

FORM No.1
[See rule 83]

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

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

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

(A). A Bid

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:

2. Name and address of the respondent(s):
   (i)
   (ii)
   (iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant propose to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal.................................................................
   (Supported by an affidavit)

7. Prayer.................................................................
   Place.................................................................
   Date.................................................................

Appellant's Signature
ANNEXURE - I
RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED
(On Rajasthan Government Non-Judicial Stamp paper of appropriate value as per Stamp Duty Act)

AGREEMENT

This Indenture made at _______ on _______ this _______ day of the Month of _______ of the year _________ between the Rajasthan Rajya Vidyut Prasaran Nigam Limited (hereinafter referred to as the owner which expression unless the context does not permit includes his successors and assigns) of the one part and (I) To be used in case of Limited Companies Messers _________ a private/ Public Limited Company incorporated under the _________ companies Act and having its Registered office at (hereinafter referred to as Contractors/suppliers which expression unless the context does not permit includes their successors and permitted assigns). (II) To be used in case of Partnership concerns Messers _________ a Partnership Firm consisting of the following Partners namely:
(Name) (Age) (Residence) (Occupation)
1.
2.
3.
(Hereinafter referred to as Contractor which expression unless the context does not permit includes their respective heirs, executors, administrators, legal representatives, permitted assigns) of the second part, witness seth as follows:-
The contractor, does by these presents agree to execute the work to the owner and the owner does agree to get the work execute from the contractor the material specified in the Work order No. ________ dated _______ and amendment letter No. ________ dated ________ appended and on the terms & conditions contained in the said order and amendment letter. The General terms of the contract appended hereto are considered a part of this agreement.

2. The specification of the execution of work to be executed under this agreement shall be as set forth in the schedule referred to above.

3 (a) The contractor is to execute the work order:-
   (i) Cost/prices ________
   (b) Cost/charges etc. which may be payable as per Clause No. ______ of Work order would be the Owner's liability and if incurred would be to his account.

4 In case of dispute as to whether any execution of work are or are not in accordance with specifications set-forth in the schedule, the decision of the Superintending Engineer, RVPN shall be final and binding on both the parties.

5 The completion shall be effected and completed as per clause No. ______ of the Work order from the date of this work order and amendment letter No. ______ dated. The first installment of works will begin as per clause No. ______ of the W.O. and amendment letter No. ______ dt. ______ to the Work order.

6 Payment of the price for the execution of work under this agreement shall be as under:
   (a) As per clause No. ______ of the work order and amendment letter No. ______ dated ______ to the W.O.

7 The contractor is also bound to fulfill all the conditions mentioned in the above work order.

8 The work to be executed under this agreement shall be as per terms and conditions mentioned in the above work order.

9 If any sum remains due or becomes recoverable from the Contractor on account of the nonfulfillment of this agreement or on account of any other reason, the Contractor shall pay the same immediately on demand. If the contractors do not make such payment on demand, the owner shall be entitled to recover the same from the Contractor as arrears of Land Revenue.
10. All dispute arising under this Agreement between the Owner & Contractor, pertaining to the said Work Order, shall be subject to the jurisdiction of Courts, only at _______ (Rajasthan) only.

11. In witness of the due execution of this agreement the parties have hereunder set their hands the day and the year first above written.

Signed and delivered by

In case of Limited/Partnership Shri (1) Signature
Companies & Firms Designation (2) Signature

For and on behalf of ______________ (1) Signature
In presence of witnesses (2) Signature

Signed and delivered by
In case of individuals Shri ______________ (1) Signature

In the presence of witness:
(1) Shri ______________ Designation (1) Signature
(2) Shri ______________ Designation (2) Signature

Signed and delivered by the ______________ Rajasthan RajyaVidyutPrasaran Nigam Ltd., __________ by order and on behalf of the Chairman and Managing Director of the Nigam.

Rajasthan RajyaVidyutPrasaran Nigam Limited
(Seal to be affixed)
SAFETY CUM INDEMNITY BOND
(On Non-judicial Stamp paper of value not less than Rs. 200.00)

KNOW ALL MEN BY THESE PRESENTS that we, _______ by this SAFETY CUM INDEMNITY BOND Executed on this Day of _______ 2019. I/We Having Registered Office _______ (herein after called “THE CONTRACTOR” which expression shall mean and includes my /our heirs, executors, administrators and legal representatives, successors and permitted assigns) do hereby binds myself/ourselves and also our company/firms after having the power to bind by this promise and undertaking in favour of the Rajasthan Rajya Vidhyut Parasaran Nigam Limited (RVPN), Jaipur a State Transmission Utility under The Electricity Act, 2003 having its registered office at Vidyut Bhavan,Janpath, Jyoti Nagar, Jaipur (Raj.) 302005 (herein after called as RVPN, which expression shall mean and include its legal representative, administrators assigns) has agreed under the terms and conditions of the contract no. _______ dated _______ made between _______ and _______ for the contract of the _______ value of Rs. _______ interalia on production of Safety Cum Indemnity Bond.

We do hereby undertake and agree to Indemnify and keep Indemnified RVPN from time to time to the extent of ____ Rupees _______ only against any losses or damages, costs, charges and expenses caused to or suffered by reason of the CONTRACTOR while Project/ R&M work including work carried out by outsourcing agency, failing to take proper care or not complying the guidelines and instructions which may be given from time to time during the continuance of the contract and we further undertake to unconditionally pay the amount claimed by the RVPN on demand and without demur to the extent aforesaid.

Whereas the CONTRACTOR has/have been awarded to execute the job/works under order no. _______ dated _______ issued by the RVPN after having observing necessary formalities, the details of which is described in the order no. _______ dated _______ and whereas the said job/works will be /likely to be done in places covered under Employees’ State Insurance Act,1948 (ESI) and /or the Workmen Compensation Act,1923 and /or other laws relating to the Labour Management and Welfare Act. (Respective Amendments)

And whereas according to the condition of the Contract the CONTRACTOR is under obligation to execute this Safety cum Indemnity Bond before the commencement of actual execution of work.

Now the indenture witnesses that I/We the CONTRACTOR do hereby undertake to follow the guidelines as per Safety Standard/ Manual issued by the RERC/ RVPN, Jaipur.

Further we the CONTRACTOR agree that the RVPN shall be sole judge of and as to whether there has been any breach of the guidelines as per Safety Standard/ Manual of this bond and as to the extent of the loss, damages, costs, charges and expenses caused to or suffered by the RVPN.

We the CONTRACTOR further agree that our liability under this bond shall not be discharged because of the change in the constitution of the RVPN or for the extension of the time limit or for any other reason.

We the CONTRACTOR further agrees to the given terms and conditions:

a. That the CONTRACTOR undertakes /undertake to indemnify and keep harmless the RVPN from all claims, actions, proceedings and risk, damage danger to any person whether belonging or not belonging to the CONTRACTOR.
b. That the CONTRACTOR shall keep harmless the RVPN from all claims, compensation, damages any proceedings in respect of any of its employee / workmen under the Workmen Compensation Act or any other laws for the time being in force.
c. That, if during the course of execution of work as stated in the contract order mentioned hereinabove issued by the OBLIGEE, it is found that the CONTRACTOR has not complied with guidelines or terms and conditions / formalities within the meaning of Employees’ State Insurance Act,1948 (ESI) or Workmen Compensation Act 1923 or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law prevailing at the place of work/job to the satisfaction of the RVPN, the RVPN shall have the right to stop the execution of work/job and the period of such stoppage shall not be taken into account for the calculation of the total

[Signature] [Signature] [Signature]
period of completion of work for which the CONTRACTOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of the CONTRACTOR.

d. That, if any time, due to exigency, RVPN as the Principle Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the CONTRACTOR or for any other reason, the RVPN shall have the right to recover the said amount from any amount receivable by RVPN or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the CONTRACTOR to the OBLIGEE.

e. That the CONTRACTOR is/are aware and accept that for the persistent or repeated violation of any guidelines and terms and conditions mentioned in this Safety cum Indemnity Bond, RVPN shall have right to terminate the contract of work issued to the CONTRACTOR.

f. In case if any safety related fatal Electrical / Mechanical accident occurred to any employee of agency or outsider due to negligence or non-compliance of RVPN safety norms then in addition to the compensation and liability as per statutory requirement, CONTRACTOR / agency is hereby agreed to pay the penalty amount up to 1 lac-Rs. 5000/- and above 1 lac-10 lac Rs. 40000/-.

g. I/We the CONTRACTOR hereby confirm that in case of any dispute/difference for settlement of claims under this Safety Cum Indemnity bond the courts in Rajasthan State wherever job/work is performed or as per RVPN norms shall have the jurisdiction to decide the rights & liabilities of the parties while adjudicating the matter of claims under this Safety Cum Indemnity Bond.

h. This Safety cum Indemnity Bond shall continue and hold good until it is released by the RVPN in Writing on the CONTRACTOR’s application after the CONTRACTOR has discharged all his obligations under the order mentioned hereinabove and submitted a “NO DEMAND CERTIFICATE” from the RVPN under the said order. The Safety cum Indemnity Bond shall be valid for a CONTRACT PERIOD and renewable thereof (Claim Period).

i. This Safety cum Indemnity Bond and the guidelines as per safety Standard herein contained are in addition to And not by way of limitation or substitution for any other guarantee, indemnities Hereto before given to the RVPN by the CONTRACTOR and this indemnity does not Revoke or limit such indemnities or guarantees. IN WITNESS WHEREOF the Parties hereto have executed this indenture the day the year First hereinabove written.

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(Signature with seal of The CONTRACTOR)

In the presence of:
1.
2.

[Signature]  
Executive Engineer  
Mr. [Name]  
[RVPN, [City] ]