SCOPE
This specification covers painting work of old painted steel structures, 3 Nos. 132/33 KV transformers & other equipments at 132 KV GSS, RVPN, CHURU

TERMS & CONDITIONS
2. The procurement is being done through single stage bid.
3. RVPN does not bind himself to accept the lowest or any other bid and reserve the right to reject any or all bids without assigning any reason thereof.
4. RVPN reserves the right to award this work wholly or partly to any other contractor also.
5. RVPN reserves the right to terminate the contract at any time by giving 15 days notice in writing without assigning any reason thereof.
6. In case of any violation of terms & conditions of contract or unsatisfactory service/performance, RVPN reserves the right to terminate the contract by giving 15 days notice to the contractor.
7. Tender cost & bid security to be deposited in cash/DD/BC at the Accounts Officer (T&C), RVPN, Ratangarh.
8. Any Bid not accompanied receipt for depositing of cost of Bid Specification and bid security shall be rejected and the Bid will not be opened.
9. Conditional bids will not be accepted.
10. No interest shall be payable on such deposits.
11. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security. In case of successful bidders, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of Performance Security.
12. RVPN reserves the right to forfeit bid security or a part thereof in circumstance, which according to him indicate that the bidder is not earnest in accepting/executing any order placed under the specification and under following conditions:
   (i) When the bidder withdraws or modifies its bid after opening of bids.
   (ii) When the bidder does not execute the agreement, if any, after placement of work order within the time specified.
   (iii) When the bidder fails to commence the service or execute work as per work order within the time specified.
   (iv) When the bidder does not deposit the performance security within specified period after the work order is placed.
   (v) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the RTPP Act/Rules.
13. The quoted rate(s) shall be valid for 90 days from the date of bid opening and should be inclusive of all type of Taxes (if applicable) & no deviation shall be allowed.
14. The bidder must quote rate in % above / below to the estimated cost mentioned in G-schedule for execution of work at the work site. It should be inclusive of labour charges and all type of other charges & Taxes (if any). The quoted rates must be firm in all respect and independent of any variation on account of any reason till completion of the work as per order.
15. The payment will be made to the bidder by RTGH/NEFT. The Bank charges shall be borne by the bidder.
16. The successful bidder(s) will have to deposit the performance security equivalent to 10% of the work order value at the time of signing contract agreement within 10 days of issue of order.
This performance security shall be refunded after a period of 6(Six) months, from the successful completion of the work, as per specification.

17. In case of successful bidder, the amount of bid security may be adjusted in arriving at the amount of performance security or refunded if the successful bidder furnishes the full amount of performance security.

18. The Bid Security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing contract agreement and submitting performance security.

19. Painting work of old painted steel structures, 3 Nos. 132/33 KV transformers & other equipments at 132 KV GSS, RVPN, CHURU shall be completed within 90 days from the date of issue of the order.

20. If work is not completed within scheduled completion period, penalty @0.5% per week or part thereof will be recovered from contractor's bills for unexecuted work subject to maximum of 5%.

21. 100% Payment will be arranged through the AO (T&C), RVPN, Ratangarh after deducting all statutory deductions as per rules come into force from time to time. The bidder shall submit the bill(s) / running bill(s) to the consignee who will get verified and get counter signed by the Executive Engineer and then sent to the AO(T&C), RVPN, Ratangarh.

22. For painting work, all the material such as paint and painting brush, emery paper, cloth & solvents, etc. along with all essential equipment's required for work shall be arranged by the bidder/contractor himself.

23. All other material for cleaning such as soda / caustic solution etc. will be provided by the bidder/contractor.

24. All sort of T&P required for the job will be arranged by the contractors at his own source and cost.

25. The contractor shall provide and ensure the use of safety devices and shall take precautions as per norms.

26. The contractor shall follow a safe method of working to avoid any damage to the Nigam's property and also to avoid any injury to any of his workers. However, the contractor shall be responsible for the safety of workers and RVPN will not be responsible for any type of accident, minor or fatal to any person at work site.

27. The purchaser reserves the right to cancel any part or complete tender without assigning any reason.

28. In case of dispute arise between the purchaser and the contractor the decision of the ZCB(T&C), RVPN, Jodhpur will be final & binding on both the parties.

29. The successful contractor will execute the contract agreement on non-judicial stamp paper @ 0.25% (or as applicable) of the contact value of Govt. of Rajasthan within 10 days of issue of work order.

30. The contractor shall not assign the work to any other person to execute the work in part or full.

32. The in-charge of the work shall be JEN-M (132 KV GSS), RVPN, Churu under the control of AEN(132 KV GSS), RVPN, Churu.

33. No other extra charges for idle labour during the work shall be borne by RVPN.

Executive Engineer
220KV GSS, RVPN
Ratangarh
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 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 abiding process if, including but not limited to:
   a. have controlling partners/shareholders in common; or
   b. receive or have received any direct or indirect subsidy from any of them; or
   c. have the same legal representative for purposes of the Bid; or
   d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
   e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidders is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
   f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
   g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procurement Entity as engineer-in-charge/consultant for the contract.
• Annexure -B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to ................................................ for Procurement 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: ...................................................
Place: ...................................................

Signature of bidder
Name: ...................................................
Designation: ...................................................
Address: ...................................................
• Annexure -C: Grievance Redressal during Procurement process

The designation and addresses of the First Appellate Authority is _________________.
The designation and addresses of the Second Appellate Authority is _________________.

(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, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
Provide that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings;
Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

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

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

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

(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 (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 D: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Security Declaration shall be executed.

2. Procuring Entity’s Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.
OFFICE OF THE ASSISTANT ENGINEER 132 KV GSS, RRVPNL, Churu

"G" - SCHEDULE

Name of Work: "G-Schedule to Carried Out the Painting Work of yard Structure & Equipments at 132 KV GSS, RRVPNL, Churu"


<table>
<thead>
<tr>
<th>S. No.</th>
<th>BSR No.</th>
<th>Item of Supplies</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate/Unit (Rs.)</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2.2</td>
<td>PAINTING OF OLD PAINTED STEEL STRUCTURES: Aluminium painting of Old painted steel structure at the GSS including the supply of paint and painting brush, Emery paper, cloths and Solvents etc. the surface shall be first cleaned with wire brush/ emery paper and thereafter wiped with cloth to remove rust and dust or any other deposit on erected M.S. Steel structure. Two coats of aluminium shall be applied only after the previous coat has dried up. The paint used shall be from any of the following recognized manufacturer namely Asian Nerolacl Berger/Johnson Nicolson.</td>
<td>Sqm</td>
<td>3949.26</td>
<td>32</td>
<td>126376.32</td>
</tr>
<tr>
<td>3</td>
<td>2.3</td>
<td>Painting of Transformer &amp; Equipments: Enamel painting on power transformers and other equipments including supply of paint and spray painting set, emery paper, cloth &amp; solvents etc. at GSS by cleaning surface thoroughly with Soda/Caustic solution to clean oily surface and thereafter washing with water. Thereafter, two coats of smoke gray synthetic enamel paint shall be applied by spray method. Each subsequent coat shall be applied by spray method. Each subsequent coat shall be applied after the previous coat has fully dried up. The paints used shall be from any of the following recognized manufacturer namely Asian Nerolacl Berger/Johnson Nicolson. In case of surface area of radiators, those fins will only be considered which are actually feasible and approachable for painting by spray or by Brush.</td>
<td>Sqm</td>
<td>1306</td>
<td>33</td>
<td>43098</td>
</tr>
</tbody>
</table>

TOTAL AMOUNT Rs.- 169474.32

GST (@ 18% on Total value) Rs.- 30505.38

Say Rs.-One Lac Ninety Nine Thousand Nine Hundred Eighty Only 199980

Junior Engineer
132 KV GSS, RRVPNL
Churu

Assistant Engineer
132 KV GSS, RRVPNL
Churu

Executive Engineer
220KV GSS, RVPNL
Ratangarh