

**RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED**

[Corporate Identity Number (CIN): U40109RJ2000SGC016485]

Regd. Office: Vidyut Bhawan, Jyoti Nagar, Jaipur - 302005

OFFICE OF THE SUPERINTENDING ENGINEER (T&C)

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No.RVPN/SE/T&C/Ratangarh/XEN(T&C)/F. /BN-03(2016-17)/D. 11/3 Dt. 5-10-16

NOTICE FOR INVITING BID FOR TRANSPORTATION OF 1 No. 132/33 KV, 20/25 MVA POWER TRANSFORMER**NIB NO. – 03 (2016-17)**

Sealed bids are invited from competent and experienced contractors/firms for Transportation of 1 No. 132/33 KV, 20/25 MVA Power Transformer from 132 KV GSS, Dulhasar to 132 KV GSS, Bhanipura including Loading and Unloading, as per details given below :-

NIB NO.	<u>NIB NO. – 03 (2016-17)</u>
WORK DESCRIPTION	<u>Transportation of 1 No. 132/33 KV, 20/25 MVA Power Transformer from 132 KV GSS Dulhasar to 132 KV GSS Bhanipura including Loading and Unloading</u>
LAST DATE AND TIME FOR BID SUBMISSION	25.10.2016, UPTO 2.30 PM
DATE AND TIME OF OPENING OF BID	25.10.2016, 3.00 PM
ESTIMATED COST	Rs.2,40,000.00
BID SECURITY TO BE DEPOSITED	Rs.4800.00
COST OF THE SPECIFICATION	Rs.1000.00
VALIDITY	90 DAYS FROM THE DATE OF OPENING OF BID

GENERAL INSTRUCTIONS REGARDING BID :

1. The bidder, in their own interest is requested to read very carefully the bid documents before submitting the bid. The bidder can download bid documents from the website rvpn.co.in/energy.rajasthan.gov.in.
2. The bid should be addressed to the Executive Engineer (T&C), Rajasthan Rajya Vidyut Prasaran Nigam Limited, Ratangarh.

3. The bid shall be submitted in closed/sealed envelope duly super scribed "Transportation of 132/33 KV, 20/25 MVA Power Transformer NIB No. – 03 (2016-17)"
4. All additions and or alterations in the bid must be clearly initialed by the bidder.
5. Bids received late, from the date & time indicated above, due to any reason or incomplete bids shall not be accepted for consideration.
6. All the documents required i.e. G-Schedule shall be submitted by the bidder duly filled up in all respect with seal & signature on each page.
7. The bid is to be sent to the Executive Engineer (T&C), Rajasthan Rajya Vidyut Prasaran Nigam Limited, Ratangarh having office at 220 KV GSS Premises on Ratangarh-Sardarshahar Mega Highway, RVPN, Ratangarh either through registered post or handing over personally in the drop box, during office hours. The E-mail id is xen.cm.400ratangarh@rvpn.co.in and contact no. is 01567-222060 & 9414061547.
8. Bid will be accepted up to 02.30 PM of dated 25.10.2016 & will be opened on the same day i.e. on dt.25.10.2016 at 3.00 PM in the presence of bidders or their representative, who wish to be present.


SUPERINTENDING ENGINEER (T&C)
RVPN, RATANGARH



BID SPECIFICATION (NIB 03/(2016-17))

SCOPE

This specification covers Transportation of 1 No.132/33 KV, 20/25 MVA Power Transformer from 132 KV GSS, Dulhasar to 132 KV GSS, Bhanipura including Loading and Unloading.

TERMS & CONDITIONS

The procurement process shall be governed by **RTPP Act, 2012 and RTPP Rules,2013.**

1. The procurement is being done through single stage bid.
2. RVPN does not bind himself to accept the lowest or any other bid and reserve the right to reject any or all bid(s) without assigning any reason thereof.
3. RVPN reserves the right to award this work wholly or partly to any other contractor also.
4. RVPN reserves the right to terminate the contract at any time by giving 15 days notice in writing without assigning any reason thereof.
5. 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.
6. The bid specification cost (non refundable) and bid security as given above shall be deposited either in cash or by crossed demand draft/Banker's cheque in the name of Accounts Officer (T&C), RVPN, Ratangarh.
7. 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.
8. Conditional bids will not be accepted.
9. No interest shall be payable on such deposits.
10. 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.
14. The quoted rate(s) shall be valid for 90 days from the date of bid opening.
15. The rates should be inclusive of all taxes, transit insurance, loading - unloading, PoL and R&M etc. for complete job.
16. All the charges for road permit and other related taxes will be borne by the firm at his own cost.
17. The transit insurance of consignment will be arranged by the firm at his own cost up to unloading date in joint name of RVPN and transporters. The first name in policy shall be XEN (T&C), RVPN, Ratangarh. The premium charges will be borne by the firm. The cost of the transformer to be transported will be intimated by the work in charge.

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18. Service tax if applicable will be paid by the firm at his own cost as per prevailing rates.
19. The work of transportation of transformer will be completed within 10 days from the date of clearance given by the work in charge.
20. The detention charges will not be paid by the Deptt. as the unloading is to be done by the contractor.
21. If work is not completed within scheduled completion period, penalty @0.5% per week or part thereof will be recovered from contractor's bills subject to maximum 10% of the order value.
22. 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.
23. All sorts of T&P required for the job will be arranged by the contractors at his own source and cost.
24. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnished the full amount of performance security.
25. The successful bidder will have to deposit the Performance Security equivalent to the 5% of the order value. The amount of bid security may be adjusted against 5% performance security, the difference amount will be deposited within 15 days from the date of issue of the order. In case of failure in depositing the said performance security amount, it shall be treated as breach of contract and RVPN reserves the right to forfeit the bid security deposited by the bidder. The above performance security shall be refunded after 60 days, from the successful completion of the work, as per specifications.
26. The bid security of unsuccessful bidders, shall be refunded soon after final acceptance of successful bid and signing of agreement and submitting performance security.
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 ZCE(T&C), RVPN, Jodhpur will be final & binding on both the parties.
29. The contractor shall execute contract agreement on the Non Judicial Stamp paper as per Stamp duty applicable of Govt. of Rajasthan in the prescribed Performa within 15 days from the date of issue of the order.

APPENDIX

• **Annexure –A: Compliance with The Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall –

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti – competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a conflict of interest.

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in conflict of interest with one or more parties in 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.

• **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:

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• **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 there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

- (2)** The officer to whom an appeal is filled under para (1) shall deal with the appeal as expeditiously as possible and shall 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;

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- (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.

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

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)

i. A Bidd

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 Securing 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.

"G" schedule of work

Annexure -1

Name of the Bidder -----

Address of the Bidder -----

S. No.	Particulars	Quantity	Rate (Rs.)
1	Loading of 132/33 KV, 20/25 MVA, BBL-Make Oil filled Transformer (with all accessories and Oil) from yard of 132 KV GSS Dulhasar and Transportation on Vehicle from 132 KV GSS Dulhasar to 132 KV GSS Bhanipura and unloading at 132 KV GSS Bhanipura, INCLUDING TRANSIT INSURANCE from existing site to new site and service taxes etc, if applicable (Approx. Distance 145 KMs & Approx. weight 52 MT)	01 JOB	

Note :- The above rates are inclusive of all taxes, service tax and other Govt. levies etc. (if applicable)

I hereby declare that, I have read the all terms & condition of the tender documents and agreed to comply all the terms and conditions.

**Signature of the contractor
with seal**

Handwritten signature