



ISO:9001-2015 Certified
Company

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED
[Corporate Identity Number (CIN):L40109RJ2000SGC016485]
Regd. Office: Vidyut Bhawan, Jyoti Nagar, Jaipur-302005
OFFICE OF THE SUPERINTENDING ENGINEER (T&C),
(132 KV GSS Premises, Jaisalmer) Pin-345001

e-mail: se.tnc.jsl@rvpn.co.in

BID SPECIFICATION NO.RVPNL/SE/T&C/JAISALMER

E-Tenders (Two Stage Biding) are hereby invited in e-bid system for “Construction of 132 KV S/C Ramgarh-Chhatrail line (Approx 3 KM)”. Bids are to be submitted online in electronic format on website <http://eproc.rajasthan.gov.in>. The details are as under:

1	NIB No.	SE (T&C) /NIB No. 10/2022-23
2	Estimated cost	4188918.5 (Excluding GST)
2	Cost of Bid Documents	Rs. 2500/- (Two Thousand Five Hundred Only) Non Refundable +18% GST = 2950/- (Two Thousand Nine Hundred Fifty Only)
3	Processing Fee of RISL	Rs. 1180.00 (One Thousand One Hundred Eighty Only) Non Refundable
4	Bid Security	Rs. 83778.00 (Eighty Three Thousand Seven Hundred Seventy Eight Only)
5	Validity	120 days after the date of bid opening
6	The bid security must be valid for thirty days beyond the original or extended validity period of the bid opening date.	

IMPORTANT DATES:-

S. No.	Events	Date & Time	Location
(i)	Date of downloading of bid Document/specification	From: 20/06/2022 (11.00AM) to 05/07/2022 (6.00PM)	http://eproc.rajasthan.gov.in
(ii)	Deposit of Cost of Bid Documents, Processing Fee & Bid Security	Up to 05/07/2022 (4.00 PM)	Office of the SE (T&C) RVPN, 132 KV GSS Premises, Jaisalmer
(iii)	Date & Time of pre-Bid meeting along with Pre-bid Queries	28.06.2022 (11:00 AM)	Chamber of the S.E.(T&C), RVPN, Jaisalmer
(iv)	Start Date & time of submission/uploading of online bids	From: 20/06/2022 (11.00AM) to 05/07/2022 (6.00PM)	http://eproc.rajasthan.gov.in
(v)	Last date & time of submission of electronic bid	Up to 05/07/2022 (6.00PM)	http://eproc.rajasthan.gov.in
(vi)	Opening of Technical Bid	06/07/2022 (15.00 PM)	http://eproc.rajasthan.gov.in
(vii)	Opening of Financial Bid	To be intimated after evaluation of Technical Bid	http://eproc.rajasthan.gov.in

NOTE :

- The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed date due to non-availability of / hanging of website at last moments. The date of submission of bids will not be extended if system is hang up in last hours or congestion.**
- Furnishing of Bid Security /Exemption certificate as per **clause No.1.03 of Section-I** of this specification is essential otherwise the electronic bid will not be opened.
- (i) The bidder will have to deposit prescribed cost of bid specification & bid security by DD/Banker's cheque payable in favor of **Accounts Officer (T&C), RVPN Ltd., Jaisalmer** up to stipulated date & time in the office of the SE (T&C) RVPN Jaisalmer and obtain a receipt thereof.
(ii) The bidder will have to submit prescribed processing fee by DD/Banker's Cheque in favour of **M.D, RISL payable at Jaipur** up to stipulated date & time in the office of the SE(T&C), 132 KV GSS Premises Jaisalmer and obtain acknowledgement thereof.
- Bid security is to be furnished also by the Vendors registered with the NIGAM.
- The Central and State Govt. undertaking/Corporations and companies are exempted from furnishing of bid security. However, they have to upload copy of certificate/documentary evidence in support of their being Govt. undertaking, with their bid.
- Technical and Commercial deviations, if any, shall only be mentioned in **Schedule-IV 'Departure from the Specification'** attached with this specification. Mentioning of such deviations elsewhere in the offer will not be considered as deviation. The printed terms and conditions of

firms, if any, attached with the bid will not be considered. RVPN shall have right to accept or reject these deviations.

7. Offers of bids without **Schedule-I to VII** and without relevant documents with respect to qualifying requirements shall not be considered.
8. Any cutting / over writing in the figures of bided documents should also be clarified / indicated in words duly signed.
9. The bidders are required to furnish the clarification/confirmation/documents sought subsequent to opening of bid within specified time failing which; the case shall be finalized/decided on the basis of available information. The responsibility of being ignored on account of delay in furnishing of desired information/documents shall be of the bidder. **The bidders are advised to furnish their bid carefully as no clarification/confirmation/documents shall be considered related to Pre-Qualification Requirement subsequent to opening of bid.**
10. The bid documents can be downloaded from web site <http://eproc.rajasthan.gov.in>. Details of this bid notification and pre-qualification criteria can also be seen in NIT exhibited on website www.rvpn.co.in. Bids are to be submitted online in electronic format **only** on website <http://eproc.rajasthan.gov.in>.
11. The bidders who are interested in bidding can download bid documents from <http://eproc.rajasthan.gov.in> up to the stipulated date & time.
12. Bidders who wish to participate in this bid will have to register on <http://eproc.rajasthan.gov.in> (bidders registered on eproc.rajasthan.gov.in before 30.09.2011 need to register again). To participate in online bids, bidders will have to procure Digital Signature Certificate (Type-II or Type-III) as per Information Technology Act-2000 by using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e TCS, Safe crypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for future assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
Contact No. 0141 – 4022688 (Help desk 10.00 AM to 6.00 PM on all working days)
e-mail : eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, YojanaBhawan, TilakMarg, C-Scheme, Jaipur
13. Bidder shall submit their offer online in electronic formats both for technical and financial proposals. However, cost of specification, Bid Security & Processing Fee in the office of SE (T&C) should be submitted physically at SE (T&C), RVPN, 132 KV GSS Premises, up to stipulated date & time. The bidder shall upload scanned copies of receipts / acknowledgement of above fee documents along with their online bid.
14. Before electronically submitting the bids, it should be ensured that all the bid papers including conditions of contract are digitally signed by the bidder.
15. Bidders are also advised to refer “Bidders Manual” available under “Downloads” section for further details about the e-bidding process.
16. The online bids will have to be digitally signed and submitted in time specified on <http://eproc.rajasthan.gov.in> in the following manner:-

ONLINE SUBMISSION:

The bidder has to submit their bid in 3 covers comprises of

- (a) **Cover 1 (.pdf) : FEE (scanned copies)**
 - (i) Proof of depositing cost of bid specification i.e the **receipt** issued by the Accounts Officer (T&C), RVPN, Jaisalmer on account of depositing the cost of bid specification through DD/Banker's Cheque payable in favour of AO (T&C), RVPN Ltd., Jaisalmer.
 - (ii) Proof of submitting Processing Fee i.e the **acknowledgement** issued by the **TA to SE (T&C) RVPN Jaisalmer** on account of depositing the processing fee through DD/Banker's Cheque in favour of M.D, RISL payable at Jaipur.
 - (iii) (a) Proof of depositing bid security **receipt/ acknowledgement** issued by the Accounts Officer (T&C), RVPN, Jaisalmer on account of depositing bid security through DD/Banker's Cheque payable in favour of Accounts Officer (T&C), RVPN Ltd., Jaisalmer or bank guarantee in prescribed format.

- (b) The Central and State Govt. undertaking/Corporations and companies are also exempted from furnishing of bid security. However, they have to upload copy of certificate/documentary evidence in support of their being Govt. undertaking, with their bid.

(b) Cover 2 (.pdf) :TECHNO COMMERCIAL BID (scanned copies)

The technical information has to be prepared very carefully since it will be the basis for the pre-qualification of bidders. Only relevant and to the point information should be indicated. Bidders should neither supply information not requested in the specification nor make any comments. Failure to provide any required information, may lead to the rejection of the offer. Bidder must read Schedule-I to Schedule-VII of specification very carefully before signing on it., Documents in support of qualifying requirement & Bar-chart etc. must be signed digitally on each & every page by the authorized representative of the firm after filling requisite information/details, desired in the specification & PQR (Pre Qualifying Requirement).

(c) Cover 3 (.xls) : FINANCE : PRICE BID

This cover consists of price schedules (BOQ) for revetment work of transmission line. The rates/prices shall be entered in figures in % **Excess / Less**. These schedule(s) must be digitally signed by the authorized representative of the firm.

17. Payment shall be made to supplier/contractor through RTGS/NEFT for quick and safe transfer of funds across the country. The charges for transfer through RTGS/NEFT shall be on the part of supplier/ contractor. The supplier / contractor shall furnish particulars to the payment making authorities of RVPN in prescribed format to be provided by the purchaser.
18. This specification includes Section-I, Section-II, Section-III, Appendix and Section-IV (Schedules).

I N D E X

S. No.	Schedule/ Annexure /Appendix.	Description.	Page No.
1	Check List	List of required Schedules/documents to be submitted online duly signed digitally by Authorized Signatory	6-7
2	Schedule-G	Construction of 132 KV S/C Ramgarh-Chhatrail line.	8-10
3	Schedule -I	Instructions to bidders	11-19
4	Schedule-II	General Conditions of Contract with addendum/corrigendum	20-29
5	Schedule- III	Technical Specification	30-32
6	Schedule-IV	Sections	33-43
7	Schedule-V	Appendix	44-44
8	Schedule-VI	Performa of BG and Pre Bid Format	45-46
9	Schedule-VII	Performa for payment	47-47
10	Schedule-VIII	Performa for Bid Security Declaration	48-48
11	Schedule-IX	Performa for Affidavit for MSME Unit	49-49

CHECK LIST

List of required Schedules/documents to be submitted online duly signed digitally by Authorized Signatory

S. No.	Particulars as per specification	Description of required document	Details of documents to be uploaded by bidder along with relevant page Nos.
1) COVER – I : Details of fee / certificates for Bid Security, Bid processing fee and Cost of Bid documents			
1	Details of Bid Security	Proof of depositing BID SECURITY (DD/Banker's Cheque)	
2	Bid processing fee	Proof of submitting Processing Fee i.e the acknowledgement issued by the TA to SE (T&C) RVPN Jaisalmer	
3	Cost of Bid Document	Proof of depositing cost of bid documents.	
2) COVER – II : Techno- Commercial Bid			
1	Instruction to bidders (Schedule-I)	To be duly signed and uploaded with bid	
2	General conditions of contract (Schedule-II)	To be duly signed and uploaded with bid	
3	"Commercial Terms and conditions" (Schedule-IIA)	To be duly signed and uploaded with bid	
4	Technical specifications (Schedule-III)	To be duly signed and uploaded with bid	
4	(Schedule-IV)	To be filled & duly signed and uploaded with bid	
5	(Schedule-V) Appendix	To be filled & duly signed and uploaded with bid	
6	(Schedule-VI) BG performa	To be filled & duly signed and uploaded with bid	
7	(Schedule-VII) Payment Detail	To be filled & duly signed and uploaded with bid	
8	Contractor Registration	Copy of Certificate issued by the Electrical Inspector/by the competent authority, uploaded with bid .	
9	GST Registration	Copy of GST Registration Certificate, uploaded with bid.	
10	EPF Registration	Copy of Certificate issued by Provident Fund Commissioner, uploaded with bid.	
11	Permanent Account No.	Copy of PAN Card, uploaded with bid .	
12	Income Tax Returns	Copy of ITR Returns of last three Financial year, uploaded with bid.	
13	Experience certificate	Copy of Certificate(s), uploaded with bid.	
14	Finance position	Audited balance sheet and income Statement or CA certificate	
15	Bid security	To be on Rajasthan Non-Judicial stamp paper	

	declaration Performa	@ 50 with 30% surcharges as per rules	
3) COVER – III : Financial/Price Bid/BOQ			
1)	Financial / Price Bid/BOQ	Details of Price quoted of the “Construction of 132 KV S/C Ramgarh-Chhatrail line (Approx 03 KM).” offered in Price Bid/ BOQ of the specification.	

G-SCHEDULE

G-Schedule Construction of 132 KV S/C Ramgarh-Chhatrail line (Approx-03 KM), as per BSR-2019

No.	Particulars	Unit	Qty	Rate	Amount
1	3		4	5	5
1	Detail Survey as per tentative route-	-	-		
	Which includes the following major activities-Pegging of line route, providing of survey pillar at an interval of 3-4 KM in the line route with required jungle clearance for survey, profile preparation of approved route on graph sheet and marking of offset on either side of line, marking of side clearance for hills, sand dunes etc, as per specification and tower scheduling.	KM	3	8756	26268
2	Check survey as per approved route of line which includes-				
	Re-checking of the line route as per approved profile, chainage, tower center marking, pit marking, bisection of angle tower as required at site.	KM	3	3255	9765
3	Excavation-				
	Excavation, excluding back filling, including shoring, shuttering, dewatering, etc. upto the required depth as per foundation specification/drawings.				
	(i) Any Soil, Soft Rock other than hard rock	CUM	500	392	196000
	(ii) Hard rock (With blasting subject to permission or without blasting).	CUM	500	1269	634500
4	SETTING OF TEMPLATE & STUB/ANCHOR BOLT				
	Setting of template & stub/ anchor bolt & removal after concreting, excluding cost of excavation and concreting but including back filling with excavated/ borrowed earth (with lead & lift) in layers with ramming and watering as per specification.				

	(i) Tower including extension upto 9 meter	MT	2.5	17327	43317.5
5	CONCRETING:				
	Providing and laying cement concrete for all types of foundation as per latest ISS:456 including cement, sand, stone aggregate 20mm nominal size, water etc., preparing surfaces, shuttering, mixing, placing, ramming, curing, finishing as per specification and drawings.				
	(ii) 1:3:6 Mix	CUM	40	8525	341000
	(iii) 1:2:4 Mix	CUM	60	8784	527040
	(iv) 1:1.5:3 Mix	CUM	150	10715	1607250
6	STEEL REINFORCEMENT:				
	Cutting, bending, welding of joints if required, fixing and placing of steel reinforcement as per specification and drawings including material.	MT	6.5	61496	399724
7	EARTHING:				
	(B) Earthing of towers legs with counterpoise type earthings excluding supply of material sbut including excavation and backfilling in all types of soil.				
	(i)each set by laying 4 wires each 15m long at a depth of 600mm	SET	7	1960	13720
8	ERECTION OF TOWERS:				
	Erection of super structures including D-shackles, ACD, Hangers, U-Bolts, step bolts, danger plate, phase plate, number plate etc. Also including tack welding of bolts & nuts upto bottom cross arm/beam level including application of Zinc Rich paint				
	Erection of towers (With extension upto 9 meter)	MT	40	4876	195040
12	CONDUCTOR STRINGING				
	(A) Stringing of ACSR Panther including hoisting of insulator string, laying, jointing & tensioning of conductor, clamping with Armour rods and fixing of vibration damper per route KM of the				

	line.				
	(i) Single Conductor	KM	10	9624	96240
	(B) Stringing of ACSR Zebra including hoisting of insulator string, laying, jointing & tensioning of conductor, clamping with Armour rods and fixing of vibration damper per route KM of the line.				
	(i) Single Conductor	KM	1.5	12332	18498
13	EARTHWIRE STRINGING: -				
	(A) Stringing of galvanised steel Stranded wire laying, jointing & tensioning of conductor, clamping , clipping and fixing of vibration damper and earth bond etc.				
	(i) One No. 7/3.15mm galavnised wire	KM	12	6713	80556
Total (In Rupees)					4188918.50

SCHEDULE - I
INSTRUCTIONS TO BIDDERS

1.01 INTRODUCTION :

The bidder, in his own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in Section II & III before filling the bid form. Submission of the bid shall be deemed to be the conclusive proof of the fact that the bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/ commented by him in his bid.

1.02 FILLING OF BIDS:

- (a) Bids shall be submitted **online** in the electronic format attached hereto and all blanks in the bid and the schedule to the specification shall be duly filled in. The completed forms, 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 format / rates of the bid specification and schedules. The bidder must comply entirely with specification.
- (c) The bid and all accompanying documents shall be in Hindi/English Language and shall be digitally signed by a responsible and authorized representative of firm. 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 and must be submitted online after signing digitally.
- (e) All additions, alterations and over-writings in the bid must be clearly initialed by the Signatory to the bid.
- (f) The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rates/prices shall be entered in figures only. These must not contain any additions, alterations, over-writing, 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) Any printed conditions of sale on the bid shall not be accepted by the NIGAM. The bidder shall incorporate his conditions of sales, if any, in the text of the bid itself.
- (i) All bids and accompanying documents will have to be digitally signed and submitted in time specified on <http://eproc.rajasthan.gov.in>
- (j) The bidder should digitally sign the bid form at each every page at the end.

1.03 BID SECURITY:

- a) The Bidder shall furnish prescribed Bid Security by DD/Banker's cheque payable in the name of Accounts Officer (T&C) RVPN, Jaisalmer on Bank guarantee in favor of the Superintending Engineer (T&C), RVPN, Jaisalmer in prescribed format (Annexure-I) up to stipulated date & Time and obtain a receipt acknowledgement thereof. No other mode of deposit shall be accepted.
- b) Any Bid not accompanied by a copy of receipt/ acknowledgement for cost of Bid Specification, Processing Fee and bid security / Exemption Certificate shall be rejected and the Bid will not be opened.
- c) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid(s) and signing of contract agreement and submitting performance security either in form of bank guarantee (B.G.) or crossed Bank Draft or by furnishing an undertaking for deduction of performance security from his each running and final bill @ 10% of the amount of the bill by successful bidder(s). 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 furnishes the full amount of performance security.
- d) Request for adjustments/proposal for acceptance of bid security, if any, already lying with the NIGAM in connection with some other Bids/orders shall not be entertained
 - e) No interest shall be payable on such deposits.
 - f) The purchaser 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.
- (g) Bid security is to be furnished also by the Vendors registered with the NIGAM.
 - (h) The Bank guarantee in lieu of Bid security shall be furnished from a scheduled bank in favour of **Superintending Engineer (T&C), RVPN, Jaisalmer** in prescribed format (Annexure-I) on the Rajasthan state non judicial stamp paper of appropriate value as required under the Rajasthan stamp duty act purchased in the name of the executants' bank duly authenticated either by a first class magistrate or notary public or directly confirmed by the issuing banker along with a certificate with regard to stamp duty and shall be furnished in acceptable form in the office of the **Accounts Officer (T&C), RVPN Ltd., Jaisalmer** valid for 180 days with the grace period of 90 days.
 - (i) A pre-bid conference is also scheduled to clarify doubts within the period specified in The NIB of the Prospective bidders who have deposited the cost of bid specification as Per the details mentioned in the clause No.1.16 of Section-I. The minutes and response Shall be provided promptly to all bidders and shall be published on the respective websites.

4 DOCUMENTS TO BE UPLOADED WITH THE BID :

Each bid in electronic format shall be accompanied with the following schedules, documents and the fact of their having been enclosed should be as per bid specification. All bids and accompanying documents will have to be digitally signed and submitted in time specified on <http://eproc.rajasthan.gov.in>. The bid which is not accompanied by any or all of the following schedules, documents or is accompanied by incomplete annexure / schedules is liable for rejection:

(a) Cover 1 (.pdf) : FEE (scanned copies)

- (i) Proof of depositing cost of bid specification
- (ii) Proof of submitting processing fee
- (iii) Proof of depositing bid security/ Exemption certificate

(b) Cover 2 (.pdf, .rar) :TECHNO COMMERCIAL BID (scanned copies)

- (i) Section – I - Instructions to Bidders
- (ii) Section – II - General Conditions of Contract Including Erection
- (iii) Section – III - Technical Particulars
- (iv) Section – IV - Schedules (I to VIII)
- (v) Documents in support of Qualifying Requirement (Past Experience, PF Registration Etc.)
- (vi) Appendix- Annexure A to D, Bar-Chart and Earthing Arrangement Drawing
- (vii) Any Other Documents

The above information should be prepared very carefully since it will be the basis for the pre-qualification of bidders. Only relevant and to the point information shall be indicated. Failure to provide any required information may lead to the rejection of the offer. All above documents are to be digitally signed on each & every page by the authorized representative of the firm after filling requisite information/details desired in the specification & PQR. Departure from specification (Technical & Commercial) shall only be given in Schedule-VIII. Deviations indicated elsewhere will be ignored.

(c) Cover 3 (.xls) :PRICEBID : PRICE SCHEDULES

This cover consists of price schedules (BOQ) for **“Construction of 132 KV S/C Ramgarh-Chhatrail line”**. The rates/prices shall be entered in figures in % Excess/Less. These schedule(s) must be digitally signed by the authorized representative of the firm. The opening date for this shall be intimated later on.

1.05 BID FORMAT, SUBMISSION AND OPENING OF BIDS

- (a) Bidder shall submit their bid in electronic format by digitally signing the same. Bidder shall procure Digital Signature Certificate (**DSC**) as per **IT Act - 2000**.
- (b) The documents listed in ITB(Instructions To Bidders) clauses, along with addendum's issued till date & time of bid submission, shall be filled by the bidder to bind the bidder to contract. All pages of the bid shall be stamped and digitally signed.
- (c) All omissions in the schedule of price must be serially numbered and digitally attested by the officer opening the bids, so as to make further dispute impossible on this score.
- (d) Bidders who have to participate in this bid will have to register on <http://eproc.rajasthan.gov.in>. Further Bidders who have to participate in online bids will have to procure digital signature certificate as per IT act so that they can sign their electronic bids.
- (e) Before electronic submission of bid, it should be ensured that Section-I, Section-II, Section-II(A), Section-III& Appendix of the bid specification are digitally signed by the bidder.
- (f) All bids, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over writing in figures or words or corrections not initialed and dated, may be liable to rejection.
- (e) The electronically received bids will be opened in the office of the **Superintending Engineer (T&C)** on stipulated date & time in the presence of such bidders or their authorized representative, who choose to be present. The system does not permit electronic submission of late bids after the due date & time.
- (h) The opening of bid shall not be witnessed by a bidder or bidders who himself / themselves has / have not bided for the same work.
- (i) In case, the date fixed for opening of the bids be declared as a public holiday, the bid shall be opened on the next date on which office re-opens after such holiday(s).

1.06 VALIDITY OF OFFERS :

Bids 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.

1.07 SIGNATURE OF BIDDER :

The bid must contain the name, designation and place of business of the person or persons making the bid and must submit online, placing them in 3 covers after filling & signing digitally with his DSC (Digital signature). Bid by a partnership firm must be furnished with full names of all the partners and should be signed digitally by one of the member of partnership firm or by a authorized representative indicating the designation of the person or persons, with authority letter signed by the Chairman/ Secretary other person authorized to bind the Corporation/ Company in the matter.

1.08 QUALIFYING REQUIREMENT

Qualification of bidder will be based on meeting the minimum pass/fail criteria specified in table below regarding the bidder's technical experience and financial position.

The bidder shall be required to furnish the information as detailed here under:

S.No.	Qualifying Requirement Details	Supporting Documents required
1	<p>Bidder Status:</p> <p>1.1 This invitation for Bids, issued by the Nigam is open to all firms who are single entity and not Joint Venture including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act. 2013/Other relevant Act, barring those bidders with whom business is banned by the Nigam.</p>	<p>Memorandum of Association/Partnership deed/other relevant document, Registration certificate as per Companies Act. / Relevant Act</p>
	<p>1.2 The bidder must be 'A' class contractor for electrical works.</p>	<p>Digital Certificate issued by the Electrical Inspector, Govt. of Rajasthan</p>
	<p>1.3 The bidder must have GST registration.</p>	<p>Copy of GST Registration Certificate.</p>
	<p>1.4 The bidder must be registered with Provident Fund Commissioner & ESI</p>	<p>Certificate issued by Provident Fund Commissioner. Copy of ESI & EPF Registration</p>
	<p>1.5 The bidder must have PAN card No.</p>	<p>Copy of PAN card.</p>
	<p>1.6 The bidder must have filled ITR of last 3(Three) financial years.</p>	<p>Copy of ITR of last 3(Three) financial years.</p>
2.	<p>TECHNICAL EXPERIENCE:</p> <p>The bidder must have satisfactory completed similar line construction work of Minimum 80% of required total work or higher in last 5 years from date of bid opening.</p> <p style="text-align: center;">Or</p> <p>The bidder must have satisfactory completed similar/ line construction work of line equal to the work (as per G-Schedule).</p>	<p>Copy of Certificate(s)</p> <p>Note:</p> <p>In case of bidders, executing works in Rajasthan against orders from erstwhile TLPC/ Procurement-I, the requirement of certificate from User/ Purchaser is waived, to the extent of orders placed by erstwhile TLPC/ Procurement-I & executed by them.</p>
3.	<p>FINANCIAL POSITION:</p>	
3.1	<p>The bidders should have Minimum Average Annual Turnover (MAAT) for best three (3) financial years out of last five (5) financial years equal to Rs. 50 Lacs and above</p>	<p>i) Audited balance sheets and income statement</p> <p>or</p> <p>ii) Annual total turnover as incorporated in the profit & loss account.</p>
3.2	<p>Bidder should have Liquid Assets (LA=Current Assets- inventories) and /or evidence of access to or availability of credit facilities equal to Rs. 30 Lacs and above</p>	<p>i) Audited balance sheets and income statement.</p> <p>or</p> <p>ii) CA certificate.</p> <p>iii) For credit facilities: Certificate from bank</p>
3.3	<p>The Net Worth of the bidder for last three (3) years should be positive.</p>	<p>i) Audited balance sheets and income statement/ CA certificate.</p>

4.	The bidder should be qualified, not be insolvent, not be in receivership, not be Bankrupt or being wind up, should not have affairs administered by a court or a judicial officer, should not have business activities suspended, should not be blacklisted by any utility/agency, should not have a conflict of interest etc.	Declaration in Annexure B
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1.09 PRICES:

- a) Bidder must quote their prices indicating the percentage variation on total construction cost of each line mentioned in the Section-IV Schedule-I available in cover 3(.xls) of specification. The percentage variation **Excess or Less** quoted by the bidder for a particular line in Schedule-I shall also be applicable for unit rate items indicated in Schedule-II available in cover 2(.pdf) for that line. These prices are variable price without any ceiling as detailed in following sub-clauses.
- b) The bidder shall quote the prices **exclusive of GST**. Rate of GST shall be informed separately. The statutory variation in the rate of GST within the schedule completion period shall be to the Nigam account. Any upward variation in the rate of GST beyond schedule completion period shall be to the contractor Account, However any downward variation shall be passed on to the NIGAM account.
- c) The prices of the erection activities quoted in Schedule-I & II shall be according to the statutory price variation formula given below :-

$$E1 = Eo(0.25 + 0.20 D1/Do + 0.55 L1/Lo)$$

WHERE

E1 = Adjusted price.

Eo = Quoted price for erection in relevant schedules.

D1 = Unit price of H.S.D.at outlet in Jaipur inclusive of all taxes & duties prevailing on the first calendar day of the month prior to the month in which erection work is carried out.

Do = Unit price of H.S.D.at outlet in Jaipur inclusive of all taxes & duties prevailing on the first calendar day of the month, two months prior to the date of bid opening.

L1 = All India Consumer price index (2001=100 series)for Industrial workers as published by labour bureau, Shimla, Govt.ofIndia,prevailing on the first calendar day of the month prior to the month in which erection work is done.

Lo = All India Consumer price Index(2001 =100 series)for industrial workers as published bylabour bureau , Shimla , Govt. of India , prevailing on the first calendar day of the month, two months prior to the date of bid opening.

- d) The price variation shall be applicable only for the works carried out during schedule completion period.
In case of delay in execution of the work, the price variation shall be restricted to as applicable during schedule completion period or during the month in which the actual work has been carried out, whichever is advantageous to the NIGAM.
- e) The price shall remain valid till completion of revetment work. These prices shall also be valid irrespective of nature of location

- f) The bidder quoting 'FIRM' prices are likely to be ignored. The basic prices/index considered for the various components of the price variation formula shall have to be indicated by the bidder's in their bids along with the date so that there may be no difficulty in finalizing the claim on the basis of such price variation formula. The bidders not indicating the basic prices/index as required are likely to be rejected.
- g) The rates/prices shall be quoted in the manner as desired in the schedule of prices.
- h) Any bid containing prices not quoted in the manner prescribed under the above sub clause (a) to (e) is liable to be ignored.
- i) No representation for enhancement of rates once accepted will be considered.

1.10 QUANTITIES :

- a) The quantum of work indicated in the accompanied schedule (s) are only provisional and the purchaser reserves the right of revising the same at the time of placing the order. The NIGAM also reserves the right to entrust only part work of a particular transmission line.
- b) The NIGAM also reserves the right to split the quantities and to entrust the order for the shifting work to **more than one** contractor. The bidder shall agree to accept part works at the rates/prices mentioned in his bid and/or accepted by the NIGAM.
- c) In case of split of the quantities & awarding shifting contract(s) to more than one contractor, the schedule completion period (Schedule-III, Section-IV) may be reduced upto 60%. The Bar Chart & Destination/stores for the line work shall also be revised accordingly.

1.11 COMPLETION TIME

The transmission line mentioned in Schedule-I is required to be erected and commissioned within the period mentioned in Schedule-III. This targeted completion period is inclusive of monsoon period.

The commencement of completion period shall be counted after thirty days from the date of issue of Work order.

The Bar Chart provided by RVPN is for the purpose of monitoring of progress of work only however bar chart shall not be considered for calculation of price variation and penalty due to delay in work execution.

1.12 AMENDMENT IN SPECIFICATIONS:

The Superintending Engineer (T&C), RVPN, Jaisalmer may revise or amend the specification and timings prior to the date notified for opening of the bids. Such revision or amendment, if any will be communicated to all the bidders through corrigendum(s) on <http://eproc.rajasthan.gov.in> as amendment or addenda to this invitation of the bid.

The amendment (if any) will be notified on web for all prospective bidders who have received the bid documents and it shall be binding on them. Bidders are required to immediately download any such amendment. It will be assumed that the information contained therein has been taken into account by the bidder in its bid.

In order to provide prospective bidders reasonable time to take the amendment into account, in preparing their bid, the Nigam may, at its discretion, extend the deadline for the submission of bids, in which case, the Nigam will notify all bidders on web of the extended deadline, for submission of bids.

1.13 GENERAL :

- (a) Specification/Bid document may be downloaded by any of the interested bidder from <http://eproc.rajasthan.gov.in> for the consideration of his bid up to stipulated

date & time. The cost of specification once deposited will not be refunded under any circumstances.

- (b) The contractor shall treat the details of the specification and other bid documents as private and confidential and they shall not be reproduced without the written authorization of the NIGAM.
- (c) The NIGAM does not bind himself to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.
- (d) The fact of submission of bid to the NIGAM shall be deemed to constitute an agreement between the bidder and NIGAM whereby such bid shall remain open for acceptance by the NIGAM and bidder shall not have option to withdraw his offer, impair or derogate the same. If the bidder be notified during the period of validity of bid that his bid is accepted by the NIGAM, he shall be bound by the terms of agreement constituted by his bid and such acceptance thereof by the NIGAM, until formal contract of the same bid has been executed between him and the NIGAM, in replacement of such agreement.
- (e) The successful bidder shall have to execute the contract documents/agreement for the proper fulfillment of the contract. This shall be done by him and the NIGAM shall furnish such an executed stamped agreement free of charge.

1.14 Any action on the part of the bidder to revise the rates/price at his own interest after the opening of the bid may result in rejection of the bid and also debar him from submission of bids to the NIGAM at least for one year.

1.15 NEGOTIATIONS:

- (1) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- (2) Negotiations shall, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances-
 - (a) when ring prices have been quoted by the bidders for the subject matter of procurement; or
 - (b) when the rates quoted vary considerably and considered much higher than the prevailing market rates.
- (3) The bid evaluation committee shall have full powers to undertake negotiations.
- (4) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and email (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- (5) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- (6) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work / supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.
- (7) In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

1.16 PRE-BID MEETING/ CLARIFICATIONS:

- i. A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be published on the respective websites.

- ii. Prospective bidders/firms are allowed to attend the pre-bid conference/meeting and submit their pre-bid queries only in the specified format (Annexure-II) up to scheduled date & time of Pre-Bid meeting.
- iii. The period within which the bidders may seek clarifications and the period within which the procuring entity shall respond to such requests for clarifications shall be as under:-
 - (a) Last date of submitting clarifications requests by the bidder: Prior to Pre-Bid meeting.
 - (b) Response to clarifications by procuring entity: Prior to date and time specified for uploading bids.
- iv. The minutes and response, if any, shall be provided promptly to all bidders by publishing on e-proc website.
- v. Publishing of any clarification on the respective website shall be deemed to have been conveyed to all bidders.

PRE-BID QUERIES FORMAT

Name of the company/Firm

Name of Person(s) Representing the Company/Firm:

Name of person	Designation	E-mail-ID(s)	Tel Nos & Fax No

Company/Firm Contacts

Contact Person(s)	Address for correspondence	E-mail-ID(s)	Tel Nos & Fax No

Query/Clarification Sought

MS(Excel Sheet Format)

<u>S.No</u>	<u>Bidder Name</u>	<u>ITB/GCC/ Specification clause No</u>	<u>Bid document page No</u>	<u>Clause details</u>	<u>Query/ Clarification/ suggestion</u>

(Signature)

Name & Designation

With seal of the bidder

SCHEDULE - II

GENERAL CONDITIONS OF CONTRACT INCLUDING ERECTION

Notwithstanding anything contained to the contrary in the specification or bid or any subsequent exchange of correspondences, these General Conditions of Contract shall prevail and shall be binding on the Contractor and any change or variation expressed or impressed howsoever made shall be inoperative, unless expressly sanctioned by the NIGAM. The Contractor shall be deemed to have fully informed himself and to have specific knowledge of the provisions of the General Conditions of Contract mentioned hereunder.

1. DEFINITION OF TERMS

- a) In constructing these general conditions and the annexed specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction.
- b) The "NIGAM" shall mean the RAJASTHAN RAJYA VIDHYUTPRASARAN NIGAM LTD represented by Chairman & Managing Director and shall include their legal personal, representative, successors and assignees. The "NIGAM" owner or customer shall mean the NIGAM.
- c) The "Bidder" shall mean and include one or more persons or any firm or any Company or Body incorporate who has submitted the Bid in response to "Invitation of Bid".
- d) The "Contractor" shall mean the Bidder whose Bid has been accepted by the NIGAM and shall include the Bidder's heirs, legal representative, success or sand assignees approved by the NIGAM.
- e) The "Sub-contractor" shall mean the firm or the persons named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the NIGAM and shall include his heirs, legal representative, successors and assignees approved by the NIGAM.
- f) The "CMD" shall mean the Chairman & Managing Director, RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM LTD, JAIPUR.
- g) The "Engineer" shall mean the Chief Engineer, RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM LTD or other Engineer or officer for the time being or from time to time duly authorized and appointed in writing by the NIGAM to act as Engineer or Inspector for the purpose of the contract. In case where such Engineer has been so appointed, the word "Engineer" shall mean the NIGAM or his duly authorized representative.
- h) "Plant", "Equipment", "Materials", "Stores", "Works", mean to include the plant and materials to be provided and work or works to be done by the Contractor under the Contract.
- i) THE 'CONTRACT' SHALL MEAN AND INCLUDE THE FOLLOWING:
 - 1. Invitation of Bid.
 - 2. Instructions to bids.
 - 3. Bid Form including schedule of prices.
 - 4. Bid Security receipt/Performance Security.
 - 5. Performance bond/Guarantee.
 - 6. General Conditions of Contract.
 - 12. Specification, specific conditions, schedules and drawings.
 - 13. Addenda which may hereafter be issued by the NIGAM on web to the contractor as agreed between the Contractor and the NIGAM.
 - 14. The Agreement to be entered into under Clause 2 of these General Conditions.
- j) The "Specification" shall mean the specification, specific conditions annexed to the General Conditions of the Contract and the schedule thereto, if any.

- k) The month shall mean, English calendar month i.e. period of 30 days and week shall mean a period of 7 days.
- l) The "Site" shall mean the place or places named in the Contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.
- m) The "Test of completion" shall mean such tests as are prescribed in the contract to be made by the Contractor before the Plant is taken over by the NIGAM as per the General Conditions.
- n) The "Contract price" shall mean the sum named in or calculated in accordance with the provisions of the Contract/purchase or any amendments thereto.
- o) CONSIGNEE", The consignee shall mean and include the Executive Engineer (220 KV GSS), RVPN, Amarsagar and or any other officer/official of the RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM LTD, all over Rajasthan, performing the duties of the consignee.
- p) The Word "Codes" shall mean and include the Indian Electricity Rules IS Code of practice and Factory Rules and Regulations applicable in the State of Rajasthan on the date of issue of the letter of intent of such modifications thereof as may be specially stipulated by competent State authorities i.e. Electrical Inspector and Chief Inspector of Factories, Rajasthan.
- qt) Words importing the singular only shall also include the plural and vice versa where the context requires.

2. CONTRACT :

The contractor and NIGAM shall as soon as possible, unless otherwise agreed upon enter into a sealed agreement for the proper fulfillment of the contract. The expenses of completing and stamping the agreement shall be paid by the contractor and the NIGAM shall be furnished free of charge with an executed stamped counter part of the agreement after the bid has been accepted by the NIGAM. All orders/instructions to the contractor shall, except as herein otherwise provided, be given by the Engineer on behalf of the NIGAM.

3. SUBLETING AND ASSIGNMENT:

The contractor shall not save with the previous consent in writing of the NIGAM, sublet, transfer or assign the contract, or any part thereof, interest therein or benefit or advantage whatsoever provided nevertheless that any such permission granted to the contractor shall not relieve him from any obligation, duty or responsibility under the contract.

4. PERFORMANCE SECURITY DEPOSIT :

- a) In order to secure/assure the fulfillment of the contract, the successful bidder (s) upon receipt of preliminary acceptance letter/detailed purchase order as the case may be shall furnish within a period of 15 days a Performance Security deposit amount equivalent to 5% (Five percent) of the contract value either by furnishing an undertaking for deduction of performance security from his each running and final bill @ 5% of the amount of the bill or by crossed Bank Draft or by way of Bank Guarantee from the scheduled Bank in the prescribed Performa to be obtained from the NIGAM on a Rajasthan state Non judicial stamp paper of appropriate value as required under the Rajasthan stamp duty Act duly authenticated by a 1stClass Magistrate or notary public or directly confirmed by the issuing Banker along with a certificate with regard to stamp duty. Such Bank Guarantee shall be valid upto a period of **14 months** from the date of commissioning of transmission lines (e.g. up to the last day of the calendar month) and if required by the NIGAM, the validity of the Bank guarantee shall be further extended for such period as desired. The B.G. is to be furnished in whole Rupees.

If the line is not commissioned at specified parameters but commissioned at reduced parameters due to reasons beyond the control of the contractor e.g non readiness of Gantry / GSS at the line emanating / terminating points etc. in those cases Such Bank Guarantee shall also be valid up to a period of 14 months from the date of commissioning of transmission lines (e.g. up to the last day of the calendar month).

- b) Unless otherwise specifically required to be retained/forfeited by the NIGAM, the Performance Security deposit shall be refunded on request of the contractor after **twelve** months on completion of the entire work to the satisfaction of the NIGAM.
- c) If the contractor fails or neglect to observe or perform any of his obligation under the contract, it will be lawful for the NIGAM to forfeit either in whole or in part at his absolute discretion, the Performance Security deposit furnished by the contractor.
- d) No interest shall be payable on such deposits. Bank charges or any other charges, if any, shall be to the Contractor's account. If the contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the NIGAM shall be entitled to make other arrangements at the risk and expenses of the contractor and the Bid Security deposited by the Contractor shall stand forfeited to the NIGAM.

5. Taxes & Duties :

- a) In accordance with the scope of works, this is a labour contract of erection from the "FREE ISSUE" material. However tax on such labour contracts if levied, shall be to the Contractor's account.
- b) GST (Goods & Service Tax) will be exclusive in BSR rate quoted by bidder.
- c) The Rajasthan Rajya Vidyut Prasaran Nigam Ltd., is registered under GST law in the Rajasthan State vide No. 08AABCR8312A1ZT and all the provisions of the GST law related to supply of Goods and Services are applicable.

If it is statutory requirement to make any deductions towards taxes and duties, the same shall be made by the RVPN and a certificate as per statutory requirement for the same shall be issued to the Contractor.

d) Income Tax :

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

e) Royalty Tax :

In pursuance of the notification issued by Department of Mines, Government of Rajasthan vide circulars dtd.15.11.11, 18.10.12 & 09.01.13 regarding royalty determination and deposition of the same in the department of Mines & Geology, the Contractor shall be responsible for legitimacy of the civil material used in construction of the transmission line. The Contractor shall also be responsible for compliance of the instructions contained in the said circulars and further amendments if any. The payment of RA bills shall be made after ensuring compliance of the guidelines contained in the above circulars by the contractor. Short term permit (STP) must be taken by the contractor from Mining Department before start of the work. The Nigam will not be responsible for any delay payment for want of STP.

In case any liability/dues against royalty is finalized by the Department of Mines, GOR, the firm shall be fully responsible for payment of such dues to the Mining Department or the same may be deducted /recovered by the Nigam from the financial hold available under this contract or any other contacts of Nigam or its successor companies of erstwhile RSEB.

5. COMPLETION TIME:

- a) The completion time shall be governed by clause No.1.11 of Section-I.
- b) The NIGAM reserves the right to defer the completion period as indicated in the work order. The period during which the works have been so deferred, shall not be reckoned as delay in completion in terms of clause "Delay in completion".

6. DELAY IN COMPLETION:

- a) The time for and the date of completion specified in the work order shall be deemed to be essence of the contract and the work shall have to be completed no later than the period specified therein. If the contractor fails to complete the work or any part thereof within the specified completion period, the NIGAM shall be entitled at his option.
 - (i) To recover from the Contractor, 1/2 % (Half percent) per week or part thereof for first four weeks and 1% (One percent) per week or part thereof for remaining period of delay (for unexecuted works) subject to maximum of 10% (Ten percent) with applicable GST.
 - (ii) After completion of the work the X.EN in-charge of the works should submit the detailed report to the SE (T&C), Jaisalmer indicating the delay in execution of the work activity wise on weekly basis.
 - (iii) To cancel the contract and if so desired to complete the erection works by other agencies at the risk & cost of the contractor.

7. TERMS OF PAYMENT:

Payment for the erection of the line will be made to the contractor on submission of bills in accordance with the procedure as detailed below.

- i) Payment equal to 100% (In case contractor furnishes Performance Security deposit by crossed Bank Draft or by way of Bank Guarantee) or 95% (In case contractor furnishes an undertaking for deduction of performance security amount from his each running and final bill @ 5% of the amount of the bill) of the total value of the works will be paid against monthly running account bills to be submitted to the X.EN (T&C) in-charge of the work.
- ii) **Balance 5% payment will be made after the 12 months performance period is over and instructions for release of the RMD has been issued by the SE (T&C) as per clause No.12. GUARANTEE or on furnishing of 5% performance bank guarantee.** The payment will be made only after a material account statement of items received and used or returned to stores is settled. Any discrepancy in the quantity, will have to be made good by the contractor or deduction of its cost at double the issue rate applicable at the time of issue of material will be made while settling the balance payment.
- (iii) If a firm supplying material to the RVPN or executing any work obtain finance from bank by way of discounting of the bills. In such cases RVPN shall not at all be responsible for arranging payments to banks nor shall bear any liability towards the bank in such cases. This is to safeguard interest of the NIGAM against the firms/suppliers taking advantage of bank finance.
- (iv) Deduction, in respect of deficiencies etc. will be made by the AEN-In charge while passing/verifying the bills and simultaneously be conveyed to the contractor. The following time schedule is specified within which verification /countersignature of all bills shall be done.

All R.A.Bills Other Bills

(PV, balance payment etc.)

- | | | |
|--|--------|---------|
| a) Verification by AEN-In-charge& submission | 7 days | 10 days |
|--|--------|---------|

to XEN.

- b) Countersignature by XEN & forwarding to AO. 3 days 7 days

8. MODE OF PAYMENT:

- I) Bills for 95% (as the case may be) value of the erection work during each calendar month as per clause 9 shall be submitted to the A.EN (T&C) in-charge of the works at the end of that particular month, who will in turn process the same and forward it to X.EN(T&C) in-charge of the works for countersignatures and finally to the Sr. Accounts Officer(T&C) for payment. These bills shall be serially numbered with suffix E-1.
- II) Bills for 5% value of the erection work done as per clause 9 shall be submitted to the A.EN(T&C) in-charge of the works, who will in turn process the same and forward it to X.EN(T&C) in-charge of the works for countersignatures and finally to the Accounts Officer (T&C) for payment. These bills shall be serially numbered with suffix E-2.
- III) Price variation bills shall be submitted in triplicate to the A.EN(220 KV GSS) in-charge of the works at the end of that particular month, who will in turn process the same and forward it to X.EN(T&C) in-charge of the works for counter signatures. The original copies of this bill shall be forwarded to Accounts Officer (T&C) Jaisalmer. The A.O. (T&C) RVPN, Jaisalmer will release the payment after getting approval from the purchaser. These bills shall be serially numbered with suffix E-3.
- IV) All the bills (in accordance with above clauses) shall be furnished along with following information:
 - a) Item wise work done during billing period, i.e. respective month
 - b) Cumulative work done item wise.
 - c) Accounts for tower material, bolts-nuts and accessories consumed and balance stock.
 - d) Account of cement consumed, wastage and balance stock
 - e) Account of line material consumed, wastages and balance stock.
- V) The payment shall be made within thirty days from the date of submission of complete document and completion of all contractual formalities as per requirement of the work order but in case of delay in payment the purchaser shall not be liable to pay any interest on the outstanding amount to the contractor.
- VI) The payment shall be made up to order value irrespective of individual item quantities appearing in price schedules of respective lines.

9. INSPECTION BY NIGAM'S REPRESENTATIVE:

- I) The Representative of Zonal Chief Engineer (T&C)/ Superintending Engineer (T&C / Q.C, Inspection & Monitoring) / Executive Engineer/ Engineer in-charge of the works or his representative will be free to visit the contractor's works, their site stores and erection site and also verify the NIGAM's materials in the custody of the contractor, as and when required.
- II) The contractor shall check the verticality of the tower in the presence of NIGAM's Engineer before tightening and punching of bolts and nuts. The towers erected should be truly vertical after erection and no straining will be permitted to bring them so. The maximum tolerance permissible is 2.5 cm per 9 meters of height. However, due allowance in verticality due to any possible difference in the levels of stub-tops of the location would be permissible.
- III) Wherever asked upon to do so, the contractor shall execute stub setting, check the sag of the conductor and earth wire/OPGW in the presence of NIGAM's Engineer before final sagging. The contractor shall intimate the date and time of final sag to the NIGAM's Engineer well in advance and the same will be done in the presence of NIGAM's Engineer.
- IV) Chief Engineer (T&C) or Engineer appointed by him at his discretion may uncover any cast foundation to find out the workmanship of foundation. Contractor shall render

necessary assistance during such fact finding operation and shall comply with the report of the investigating officer.

10. GUARANTEE:

The revetment work will be covered under guarantee period against any defect arising from erection workmanship up to a period of 12 months from the date on which the line is completed in all respects, handing over of operation & material account is settled to the satisfaction of the NIGAM. **The necessary instructions to release the P.B.G or RMD (5% amount) retained against Guarantee (as the case may be) will be issued by the SE(T&C).**

11. MODE OF GUARANTEE:

In order to ensure compliance of the provisions contained in Clause No. 12 above, the successful contractor who have furnished an undertaking for deduction of performance security from his each running and final bill @ 5% of the amount of the bill irrespective of his being a registered vendor with NIGAM or not, shall be required to furnish a performance bank guarantee after completion of line and before claiming balance 5% payment, from any scheduled bank for an amount equivalent to 5% of the contract value on Rajasthan state Non judicial stamp paper of appropriate value as required under the Rajasthan stamp duty Act duly authenticated by a 1st Class Magistrate or notary public or directly confirmed by the issuing Banker along with a certificate with regard to stamp duty.

Such guarantee shall be valid initially for a period of 14 months and to be extended for the period as specified in Clause No. 12. The contractor shall have to extend the validity period of the Bank guarantee, if required on intimation from the purchaser. Such Bank guarantee should remain valid up to the last day of the calendar month and be furnished in whole rupees.

12. METHOD OF MEASUREMENT:

12.1 EARTHWORK EXCAVATION:

For all earthwork excavation, measurement shall be made at site. Payment for earthwork excavation shall be made as per actual measurements or the ceiling quantity furnished in the bid whichever is lower and in accordance with the technical specification Section-III.

12.2 CONCRETING :

For all concreting work measurement shall be made at site. Payment for concreting work shall be made as per actual measurement or the ceiling quantity furnished in the bid whichever is lower and in-accordance with the technical specification Section-III.

12.3 TOWER ERECTION AND ASSEMBLY:

No measurements are to be taken, but payments shall be made in respect of fully assembled towers at the rates furnished in the bid and in accordance with the Technical Specification Section-III.

12.4 STRINGING OF CONDUCTORS:

Measurements shall be taken of the span lengths between different types of towers. Payments shall be made as per this span length and not on the length of the conductors used and in accordance with the Technical Specification Section-III.

13 LABOUR LAWS:

13.1 Contractor shall maintain a valid labour license under the Contract Labour (Regulation & Abolition Act) for employing necessary manpower required by him. In the absence of such license, the contract shall be liable to be terminated without assigning any reasons thereof.

NOTE: - "All contracts / Contractors with the Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and extension of benefit to such workers under the Act.

Deductions of cess at source will be made as per provisions of the said Act, in force from time to time.”

13.2 EMPLOYEES PROVIDENT FUNDS:

The contractor shall have to submit a certificate every month that he is an establishment covered under the employees provident fund and miscellaneous provisions act.1952 and is having a separate code number with the Provident Fund Commissioner and also that the Provident Fund contribution in respect of all the employees employed by him along with employer's share of contribution etc. is being deposited with the Provident Fund authorities and shall also submit certified photo copies of the challan of deposits. In absence of above, the contractor shall be liable to deposit employee contribution, 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, their wages and the amount of contribution as per RVPN CPF Rules every month. In case of failure, RVPN shall be entitled to deduct 16% of the amount from his bills.

13.3 CONTRACTOR TO INDEMNIFY THE NIGAM:

The contractor shall indemnify the NIGAM and every member, officer and employee of the NIGAM, also Engineer-in-charge and his staff against all actions proceedings, claims, demands, costs and expenses whatsoever, arising out of or in connection with the matters referred herein above elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the NIGAM or Govt. for or in respect of performance of his obligation under the contract documents. The NIGAM shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor, and the contractor shall indemnify and keep indemnified the NIGAM against all claims, demands, proceedings, cost, charge and expenses whatsoever in respect thereof or in relation thereto.

14. CLIMATIC AND ISOCERINIC CONDITIONS:

The Contractor shall be required to execute the work in the tropical conditions such as high temperature, excessive humidity, dust and salt-laden atmosphere as detailed below.

(a)	Maximum ambient air temperature in shade	50 deg.C
(b)	Minimum temperature of air in shade	0 deg.C
(c)	Maximum relative humidity	90%
(d)	Minimum relative humidity	10%
(e)	Height above Mean sea level,	Upto 530 meters
(f)	Dust storms are liable to occur during the period	from March to July
(g)	Average no. of thunder storm days per annum	25
(h)	Average no. of tropical monsoon(condition) per annum	4 months
(i)	Average Rainfall	10 cms to 100 cms.

15. MATERIAL AND WORKMANSHIP:

All the work executed shall be of best quality and capable of satisfactory operation under the climatic humid tropical conditions mentioned under clause no.16 above. The workmanship shall be of the highest grade and the entire work shall be in accordance with the best modern Engineering practices.

16. INDIAN ELECTRICITY ACT:

All the works covered by the Contract shall be in accordance with the Indian Electricity Act, 1910 with the latest amendments and the Electricity rules made there under.

17. SITE TESTS:

The NIGAM reserves the right to carry out any site tests. He may decide upon at his own expenses. In case the quality of work is not found as per work order, all expenses incurred during the site testing will be to the contractor's account.

18. CHANGE OF NAME OF THE BIDDER/CONTRACTOR:

- (a) At any stage after bidding the NIGAM shall deal with the Contractor only in the name and at the address under which he has submitted bid. All the liabilities / responsibilities for due execution of the Contract shall be that of the Contractor and in no circumstances, he shall be relieved of any obligations under the Contract. The NIGAM may, however, at his discretion deal with the Agents/ Representatives/ Distributors/ Manufacturers/ Associates/ Principals/ Sister concerns and such dealings shall not absolve the Contractor(s) from his responsibilities/ obligations/ liabilities to the NIGAM, under the contract.
- (b) Any change/Alteration of name/Constitution/Organization of the Contractor shall be duly notified to the NIGAM and the NIGAM reserves the right to determine the Contract, in case of any such notification. In the event of such determination, the Nigam may get the work executed from elsewhere at the risk and cost of the contractor.

19. DEDUCTION FROM CONTRACT PRICES:

The amount of all cost, damage or expense or other sums which under a particular Contract shall be payable by the contractor to the NIGAM, shall be deducted by the NIGAM from amount due or becoming due by him to the Contractor under this contract or any other Contract without prejudice to the NIGAM's right to recover the same by ordinary process of law.

20. BANKRUPTCY:

If the Contractor shall commit any act of bankruptcy or being a Corporation commence to be wound up except for reconstruction purpose of carry on its business under a receiver, the executors, successors or other representative in law of the Contractor or any such receiver, liquidator or any person in whom the Contract may become wasted, shall forthwith give notice thereof in writing to the NIGAM and shall for one month during which he shall take all reasonable steps responsible to prevent stoppage of the works, have the option of carry out the Contract subject to his or their providing such guarantee, as may be required by the NIGAM but not exceeding the value of the work for the time being remaining executed. In the event of stoppage of the works, the period of the option under this clause shall be fourteen days only. Provided that should the above option not be exercised, the Contract may be determined by the NIGAM by notice in writing to the Contractor and it shall be lawful for the NIGAM to take the work full or in part out of the Contractor's hands and re-contract at reasonable prices with any other persons and the NIGAM shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor, or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

21. CONTRACT DOCUMENTS:

The contractor shall have to execute the contract agreement within 15 days from the date of receipt of detailed work order in triplicate in the prescribed (Form-VII) on non judicial stamp paper as per stamp duty applicable in Govt. of Rajasthan along with copy of work order, copy of Section-I (Instructions To Bidders), Section-II (General conditions of Contract), and Section-III (Technical Particulars). It is advised that each and every page of relevant documents is signed by authorized person with stamp.

It may however be ensured that the one copy of the work order and other Documents as above, are signed by an authorized person holding valid power of attorney. The power of attorney on non judicial stamp paper worth Rs.100/- which should be attested by the notary public. For this a copy of power of attorney in favour of person signing these documents, duly notarized in original be also submitted along with the above documents.

The receipt of above documents in order shall be notified by the Accounts Officer (T&C), RVPN, Jaisalmer in due course of time under intimation to this office. No any payment shall be released without acceptance of the contract agreement.

22. FURTHER CORRESPONDANCE:

All correspondence pertaining to the work order in respect of any clarification required on the terms and conditions etc. Should be addressed to the Superintending Engineer (T&C), RVPN, 132 KV GSS Premises, Jaisalmer.

23 DISPUTES:

- i) All disputes, differences, questions, whatsoever arising between the NIGAM and Contractor upon or in relation to or in connection with the contract shall be deemed to have arisen at CE (T&C) RVPN Jodhpur only and no courts other than courts in Jodhpur shall have jurisdiction to entertain the same.
- ii) The RVPN has constituted the centralized standing committee for settlement of disputed claims under conditions of contract relating to RVPN.

The committee shall consider all cases for settlement of disputed claims relating to purchases, works, turnkey contracts and labour contracts, civil works etc. The committee shall also take decision whether a particular matter is required to be referred to the Board for approval before settlement. The matter for settlement shall only be referred to the centralized standing committee of RVPN by following the guide lines detailed below:

- (1) Disputes will be referred contract wise.
- (2) Disputes involving amount above Rs.1.00 lacs only will be referred / entertained.
- (3) In case of disputes, Application for settlement (only in prescribed format) may be collected from the purchaser office.

The centralized standing committee fees shall be deposited in cash/ demand draft/ pay order with the Account Officer (T&C), RVPN, Jaisalmer and shall furnish receipt thereof with a request for referring their disputes to the centralized standing committee for decision.

For settlement, the firm shall furnish their application (only in prescribed format) indicating the details of dispute / grievances along with requisite settlement fee **within a period of six months** after receiving communication from Contracts Wing giving rise to cause of dispute / grievances.

24. ACCEPTANCE OF THE ORDER:

The acceptance of the order shall be conveyed to the Superintending Engineer (T&C), RVPN, 132 KV GSS Premises, Jaisalmer within ten days of the receipt of order in the prescribed Performa failing which it will be presumed that the terms and conditions incorporated in the order are acceptable to the contractor.

25. VENDOR'S REGISTRATION SCHEME:

Supplier's/Firms/Vendor's whose works are located in Rajasthan may get themselves registered in the NIGAM by making permanent deposit in the prescribed modes as given below. The class of registration of supplier, permitted extent of participation, amount of permanent deposit along with prescribed modes thereof are given below:-

S. No.	Class of Suppliers	Permitted extent of participation	Permanent Deposit		Total financial hold
			Non - interest bearing in cash	Bank Guarantee in the proforma appended at Appendix XVIII	
1.	E	Rs.50 Lacs	Rs.0.25 Lacs	-	Rs.0.25 Lacs
2.	D	Rs.100 Lacs	Rs.0.25 Lacs	Rs.2 Lacs	Rs.2.25 Lacs
3.	C	Rs.250 Lacs	Rs.0.50 Lacs	Rs.5 Lacs	Rs.5.50 Lacs
4.	B	Rs.500 Lacs	Rs.0.75 Lacs	Rs.7.5 Lacs	Rs.8.25 Lacs
5.	A	Rs.50 Crores	Rs.1.00 Lacs	Rs.10 Lacs	Rs.11.00 Lacs
6.	A Plus	Any Amount	Rs.5.00 Lacs	Rs.25 Lacs	Rs.30 Lacs

NOTE:-

- (a) The amount of cash deposit shall be made only by way of Demand Draft/Banker's cheque/pay order in case of local firms drawn in the name of Accounts Officer (T&C),

RVPN, Jaisalmer. SSI units located in Rajasthan will be eligible for registration after depositing half of the aforesaid amounts subject to furnishing valid SSI unit certificate of Industries Department, Government of Rajasthan.

- (b) Only the regular and established suppliers/vendors who have executed at least three bids successfully in RVPN shall be considered for new vendor registration.
- (c) The SSI units located in Rajasthan will not be eligible for any concession for registration in 'A Plus' class of suppliers.
- (d) The supplier/vendor registered under category 'A' and 'A Plus' shall be eligible to participate in the bids for "All Items"

Supplier's/ firms/ vendors whose works are located outside of Rajasthan may get themselves registered in the Nigam by making permanent deposit in the prescribed modes as given below. The class of registration of suppliers permitted extent of participation amount of permanent deposit along with prescribed modes thereof are given below:-

S. No.	Class of Suppliers	Permitted extent of participation	Permanent Deposit			Total financial hold
			Non - interest bearing in cash	Interest bearing cash @ 6.25% per annum	Bank Guarantee in the proforma appended at Appendix XVIII	
1.	E	Rs.50 Lacs	Rs.0.25 Lacs	-	-	Rs.0.25 Lacs
2.	D	Rs.100 Lacs	Rs.1.25 Lacs	-	Rs.1.00 Lacs	Rs.2.25 Lacs
3.	C	Rs.250 Lacs	Rs.3.00 Lacs	-	Rs.2.5 Lacs	Rs.5.50 Lacs
4.	B	Rs.500 Lacs	Rs.4.50 Lacs	-	Rs.3.75 Lacs	Rs.8.25 Lacs
5.	A	Rs.50 Crores	Rs.6.00 Lacs	-	Rs.5.00 Lacs	Rs.11.00 Lacs
6.	A Plus	Any Amount	Rs.10.00 Lacs	-	Rs.20.00 Lacs	Rs.30 Lacs

SCHEDULE - III

TECHNICAL SPECIFICATIONS

3.1

SCOPE :

3.1.1 The erection work covered under this section consist of following:-

- (i) Survey including preparation of profiles soil investigation for soft rock & hard rock, soil resistivity measurement
- (ii) Taking delivery of tower and line materials from the NIGAM, checking them, transporting to Contractors Stores and kept in safe custody
- (iii) To take suitable storage cum erection insurance
- (iv) Distribution of all materials to erection site.
- (v) Stub setting
- (vi) Tower erection
- (vii) Stringing of ACSR ZEBRA for 220KV line and ACSR PANTHER for 132 KV line and ground wire including stringing of conductor and earth wire as per standard practice. The bidder shall indicate in the offer the detailed description of the procedure to be deployed for stringing operation
- (viii) Testing commissioning and guarantee of all the activities carried out from (i) to (vii).
- (viii). The erection work shall be carried out as per Technical details of this Specification.

3.1.2 The erection works covered under this specification is for 220KV and 132KV transmission lines as detailed in Schedule-I & II.

3.1.3 The successful contractor shall carry out all addition/alteration required to complete the line for Commissioning at the same rates as indicated in schedule.

3.1.4 The cement required for concreting of all type shall be arranged by the contractor at his own cost.

3.1.5 The steel required for reinforcement of foundation work shall be arranged by the contractor at his own cost.

3.1.6 The successful contractor shall carryout/take up the work of erection activities awarded to him on as is where is basis.

3.1.7 The contractor shall deploy qualified engineer for supervision of construction work of transmission lines.

3.2 WAY LEAVE, TREE CUTTING AND OTHER OBSTRUCTIONS :

3.2.1 The NIGAM will arrange for right of way and clearance for other obstructions, however tree/crop cutting and corridor clearance as per IS 5613 Pt-II will be done by contractor at his own cost. Compensation for tree/crop if any shall be borne by the NIGAM. Proposals for "Right of way" and clearance for other obstructions will have to be prepared and submitted by the contractor well in time. It will also be necessary on the part of contractor to instruct his labourers and staff to use minimum area while doing the work where there are standing crops. No person of the Contractor should pick any items from standing crops. The Contractor should take all possible steps to avoid or minimize damage to standing crops, etc.

3.2.2 The Contractor should immediately notify any obstructions or hindrance from local villagers or the local authorities in the execution of the work, to the concerned Engineer-in-charge but should not deal directly the matter. The Engineer-in-charge will remove the Obstacles as soon as possible. arrange to

3.2.3 For the clearance, permissions, removal of obstructions in way leave, etc. the contractor shall not remain contented by simply informing the NIGAM but shall invariably assist and arrange for personal follow up to overcome the difficulties in the interest of progress of the work.

3.3 ACCESS TO LOCATIONS :

3.3.1 It will be the contractor's sole responsibility to take the materials up to the location. Any path way, temporary road, temporary bridge required will have to be provided by the Contractor at his cost. If, for any reason the above is not feasible, the Contractor at his own cost shall have to arrange transportation by head loads. This is in connection with the transportation of material only and if any compensation is required to be paid for land (excluding construction) thus used, the same would be paid by the NIGAM to different agencies directly or through the contractor.

3.3.2 The Contractor will be deemed to be very well familiar with the route of the Transmission line before giving the offer. Notwithstanding, the difficulties of terrain, location approaches, way leave and other obstructions the price quoted for all the items of erection in the Schedule-I Section-III shall not undergo any change at any stage of work (including the time limit extension, if of special, rates consideration).

3.4 DISTRIBUTION OF MATERIALS :

3.4.1 The contractor has to take delivery of tower and other materials directly from the NIGAM's store, and keep them in safe custody and transport to the respective tower erection site and will be responsible for any damage to or loss of all tower/line materials at any stage during transportation or erection. The materials that will be issued by the NIGAM will be in "as is where is" conditions at the stores centre of the purchaser in the area during working hours.

3.4.2 Theline materials for these lines shall be given from AEN (T&C) Jaisalmer under the control of XEN(T&C), Jaisalmer. The line material shall be issued to the contractor only after furnishing of valid insurance policy and Indemnity Bond to the line in charge. insurance policy shall be accepted by the SE (T&C) RVPN, Jaisalmer as per clause No. 6 The of Section-II whereas Indemnity Bond shall be accepted by the AEN incharge. The provision of clause 1.09 (g) PRICES shall be applicable for transportation of material.

Line material shall be given to the contractor as per the following manner / lots.

Transmission Line Length	Number of Lots in which material is to be supplied for each activity.
--------------------------	---

a) For lines having route length up to 50 KMs	- In two lots
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b) For lines having route length	- In three lots
----------------------------------	-----------------

above 50 KMs to 100 KMs.

c) For lines having route length - In four lots

above 100 KMs

The material shall be issued to the contractor at least 15 days prior to the starting date of corresponding activity for which the contractor shall intimate in writing the line incharge regarding start date of activity.

3.4.3 All the material shall be thoroughly checked before lifting from NIGAM stores. Once the material is lifted, no complaint for quantity or and quality will be entertained.

3.4.4 The empty drums of conductor and earth wire shall be retained by the contractor. The cost of Rs.300 per empty drum of conductor and Rs. 100 per empty drum of earth wire will be deducted from the bills payable to the contractor.

3.4.5 On completion of the work, all surplus tower and line materials including the excess bolts and nuts, spring washers, plain washers, hangers, D shackles, anti-climbing devices, step-bolts, etc. and stub-templates shall be returned by the Contractor to the stores of the NIGAM as per the instructions of the Engineer-in-charge of the works at no extra cost to the NIGAM.

3.4.6 The Contractor shall submit the complete Materials Account Statement immediately after the work is completed and in any case not later than one month of completion of the line. The MAS A/c shall be settled within 15 days from the date of receipt of MAS by the line incharge. A copy of M.A.S finalized by the line incharge will be provided by him to the purchaser for finalization of recovery towards MAS A/c (if any).

3.4.7 Recovery of all line material including tower material (on per MT basis) shall be effected at double the issue rate. The recovery of shortages of tower material shall be made only for short members/ materials as per their weight.

3.4.8 All the surplus towers as mentioned above shall be returned to the purchaser, site stores as per instruction of Engineer-in-charge of the works within one month of completion of towers erection. This includes unloading of tower material and stacking it as per instruction of the Engineer-incharge.

After completion of the line, the contractor shall make his request for time extension if any within 30 days to line in-charge. The line in-charge shall prepare the time extension case and send the case to XEN within 10 days. The XEN shall submit the case to SE within 7 days and SE to CE(T&C) within next 7 days. CE(T&C) shall send case to SE (T&C), Jaisalmer with his comments /recommendations within 10 days of receipt from SE. The case shall be processed by concerned AEN (T&C), Jaisalmer and Accounts Officer (T&C), Jaisalmer for approval of competent purchase committee within 21 days of its receipt from ZCE(T&C), RVPN, Jodhpur.

3.4.9 After completion of all foundations, the bill of quantity of the line shall be informed to the order placing authority as prescribed here under:-

(a) Initiation by AEN-In-charge & submission to XEN- Within 10 days

(b) Verification by XEN & submission to SE Within 7 days of receipt from AEN.
Checking by SE (T&C) & Accounts

(c) Verification by SE & submission to CE (Officer(T&C), Jaisalmer

(d) Comments if any of CE/ZCE(T&C)) -
Within 7 days of receipt from XEN.

SCHEDULE -IV

Schedule-I

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 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:

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

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

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

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed 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 with applicable GST and for second appeal shall be rupees ten thousand with applicable GST, 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)

i. 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

SCHEDULE -IV
Schedule-II

SCHEDULE OF "Construction of 132 KV S/C Ramgarh-Chhatrail line (Approx-03 KM)".

S. No.	Name of the line	Period of completion for erection & commissioning of transmission line
1	"Construction of 132 KV S/C Ramgarh-Chhatrail line (Approx 03 Km)"	06 months

- Note:-** 1. There will be one month time for mobilization of resources in addition to the above mentioned completion time .
2. Above targeted completion period is inclusive of monsoon period.

(Signature)
Name & Designation

With seal of the firm

SCHEDULE -IV
Schedule-III

“Construction of 132 KV S/C Ramgarh-Chhatrail line (Approx-03 KM)”.

S. No.	Name of the line	Destination/Stores for issue & credit of line materials
1	“Construction of 132 KV S/C Ramgarh- Chhatrail line (Approx-03 KM)”	Jaisalmer

(Signature)
Name & Designation
With seal of the firm

SCHEDULE -IV

Schedule-IV

SCHEDULE OF CAPACITY OF THE BIDDER IN RESPECT OF Construction of 132 KV S/C Ramgarh-Chhatrail line (Approx-03 KM).

Construction OF TRANSMISSION LINES:

i) Details of orders executed

S. No.	Order No./	Item	Order Qty.	Name of work	Date of Commencement	Date of completion Completion of work	REMARKS
--------	------------	------	------------	--------------	----------------------	---------------------------------------	---------

ii) **Average line construction work done:**

2015-2016

2016-2017

2017-2018

2018-2019

2019-2020

2020-2021

2021-2022 (UP TO LATEST)

**SIGNATURE OF AUTHORISED
REPRESENTATIVE OF THE
BIDDER
SEAL/STAMP**

SCHEDULE -IV
Schedule-V

DEPARTURE FROM SPECIFICATION.

The bidder shall state under this schedule the departure from the purchaser's specification in respect of both technical and commercial terms & conditions :-

S.No. Main Deviations from Specification

1) **Technical Deviations :**

2) **Commercial :**

Certified that we agree to all Technical Specification and Commercial Terms and conditions as laid down in "General Conditions of Contract" except for the deviations to the extent indicated above.

(Signature)
Name & Designation
with Seal of the firm.

SCHEDULE -IV
Schedule-VI

(TO BE FILLED IN BY THE BIDDERS & UPLOAD WITH THE BID)

Contractors and/or their authorized agents who are quoting against this bid are requested to furnish the following information along with the bid. The Superintending Engineer will have the discretion to ignore the bid without the under noted particulars and / or ignore the bid particulars.

1. Name and Address of the Contractor / Firm
2. Place where office of the firm exist
3. Details of staff employed in the works
4. List of available machinery, tools & tackles, name of engineers/persons etc, for erection work.
5. Statement of financial resources and Banking reference along with Balance Sheet / Income Tax returns furnished for previous three years.
6. Whether the firm is a Micro, Small or Medium enterprise as per the Micro, Small & Medium enterprise development act, 2006 (MSMED Act 2006) and registered with the authorities under the above Act for the items/services covered under this bid. If yes, then the firm has to indicate the Entrepreneurs Memorandum No. (Twelve Digit) and scanned copy of the certificate issued by the Authorities under the MSMED Act, 2006 should be uploaded along with the online bid.
7. Whether the firm is registered under D.G.T.D. State Industries Department.
If yes, give details along with copy of registration.

(Signature)

**Name & Designation with
Seal of the firm.**

SCHEDULE -IV
Schedule-VII

(Must be filled in by the bidder and upload with Technical Bid)

To,
The SE (T&C),
Raj. Rajya Vidyut Prasaran Nigam Ltd.,
JAISALMER.

Dear Sir,

With reference to your invitation to the bid against Specification....., we agree to construct following Transmission Line (s) on Labour contract Basis.

S.No .	Name of the Line
--------	------------------

1. The percentage variation below / above for the cost of construction of line (s) indicated in price schedule (s) shall also be applicable in case of unit rate items detailed in Schedule-II (For the same line).
2. The prices are variable as per price variation formula mentioned at clause No.1.09 (c) 'PRICES' of Section – I of the specification, without ceiling.
3. Any increase / decrease in the quantity of individual items mentioned in the price schedule shall be finalized on basis of the actual. The cost of that item shall be increased / decreased in proportion to the % variation.
4. The offer is valid for a period of **90 days** after the date of opening of Techno Commercial Bid.
5. We confirm that we agree to all the terms and conditions as well as the technical stipulations of your Specificationand there are no deviations other than as specified in the Schedule-VIII.

Yours faithfully,

(Signature)

Name & Designation with seal of the firm.

SCHEDULE -IV
Schedule-VIII

BAR-CHARTS

“ Construction of 132 KV S/C Ramgarh-Chhatrail line (Approx-03 KM)”.

Completion Period:- 06 Months

Activity	1st Month	2nd Month	3rd Month	4th Month	5th Month	6th Month
Survey						
Stub Setting						
Tower Erection						
Stringing						
Testing & commissioning						

Note:-

1. Survey includes route approval, survey profiling & check survey.
2. Contractor shall comply the above Bar Charts
3. There will be one month time for mobilization of resources in addition to the above mentioned completion time.

Signature of bidder

SCHEDULE -V
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 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.

SCHEDULE -VI

ANNEXURE-I

PERFORMA OF BANK GUARANTEE FOR BID SECURITY

(Bank Guarantee in lieu of Bid security on non-judicial Stamp Paper of Rajasthan State of appropriate value)

To,

The Superintending Engineer (T&C),

Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,

_____.

1. Whereas(name of the Bidder) (hereinafter called "the Bidder") has submitted its bid dated.....(date of submission of bid) for(name of contract/ Name of the material with Bid no.)(Hereinafter called " the Bid").

2. KNOW ALL PEOPLE by these presents that WE.....(name of bank) of(name of country), having our registered office at..... (addresses of bank) (hereinafter called "the Bank"), are bound unto..... (name of Purchaser) (hereinafter called " the Purchaser") in the sum of Rs.*_____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank thisday of20.....

3. THE CONDITIONS of this obligation are :
 - (i) If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form; or
 - (ii) If the bidder refuses to accept the correction of error in his Bid; or
 - (iii) If the Bidder, having been notified of the acceptance of its Bid by the purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Agreement **within the time specified in purchase/work order**, if required, or
 - (b) Fails or refuses to furnish the performance security **within the time specified in purchase/work order** in accordance with the GCC, or
 - (c) Fails to commence supply of goods or services or execute work as per purchase/work order within time specified.
 - (iv) If the bidder breaches any provision of the Code of Integrity specified in the RTPP Act and Chapter VI of the RTPP Rules.

4. We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions specifying the occurred condition or conditions.
5. The decision of the CHIEF ENGINEER (T&C), RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM, JODHPUR shall be final whether breach has been committed on the right to demand the amount of guarantee from us which has accrued to the purchaser.
6. This guarantee shall not cease or determine, if the purchaser grants time or indulgence or vary the terms of the contract with the Contractor or without our consent or knowledge.
7. The guarantee herein contained shall not be affected by any change in the constitution of the Contractor.
8. We.....further undertake not to revoke this guarantee during its currency except with the previous consent of the CHIEF ENGINEER (Contracts) , RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM, JAIPUR.
9. All disputes arising under the said guarantee between the Bank and the Nigam or between the Contractor and the Nigam pertaining to the guarantee shall be subject to the jurisdiction of Courts in Jaipur, Rajasthan alone.
10. This guarantee will remain in force up to and including one hundred eighty (180) days after the date of the opening of bids, i.e. up to, with a further grace period of Ninety (90) days and any demand in respect thereof should reach the Bank not later than the above date.

Yours faithfully,

Bankers (EXECUTENT)

Signed by the above named Bank in presence of :-

(Signature with full Name and Address)

Witness :

1. _____

2. _____

Attested by Notary Public, First Class Magistrate or directly confirmed by the executing bank.

* The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of bid.

Note1 :- In case the bid is submitted by a Joint Venture, the Bid Bank guarantee shall be in the name of Lead partner or in the name of joint venture partners submitting the Bid covering all the partners of the joint venture.

SCHEDULE -VII

REAL TIME GROSS SETTLEMENT (RTGS)/NATIONAL ELECTRONIC FUND TRANSFER (NEFT)

From : M/s.

To,

The Sr. Accounts Officer/Accounts Officer/Asstt. Accounts Officer, RRVPNL,

Sub.: RTGS/NEFT payments.

We refer to remittance of our payments using RBI's RTGS/NEFT. Our payments may be made through the above system to our under noted account at our cost:-

Name of City	
Bank Code No.	
Branch Code No.	
Bank's Name	
Branch Address	
Branch Telephone / Fax No.	
Supplier's Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
Supplier's name as per Account	
Telephone No. of supplier	
Supplier's E-mail ID	

Confirmed by Banker

Signature of supplier with stamp & address

SCHEDULE -VIII
FORM OF BID SECURITY DECLARATION

Date:

Bid No:

Alternative No.:-

TO:

.....
.....

We, the under signed, declare that;

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the term and condition of Bid in the following cases, namely:-

- (a) When we withdraw or modify our bid after opening of bids;
- (b) When we do not execute the agreement, if any , after placement of supply/work order within the specified period;
- (c) When we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) When we do not deposit the performance security within specified period after the supply/work order is placed ;and
- (e) If we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In additional to above, the RVPNL shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (a) We are not the successful Bidder;
- (b) The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (c) Thirty days after the expiration of our Bid.
- (d) The Cancellation of the procurement process; or
- (e) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed:-.....

Name-.....

In the capacity of:-.....

Duly authorized to sign the bid for and on behalf of:

Date on Day of

Corporate seal.....

[Note:- In case of a Joint Venture, the Bid Securing Declaration must b signed in name of all partners of the Joint Venture that is submitting the bid.]

SCHEDULE -IX
Format of Affidavit for MSME Unit

(See clause 11)

(On non-judicial Stamp Paper of 50/-attested by Notary Public/ First Class Magistrate)

I.....S/o.....Aged.....Yrs residing at.....being Proprietor/Partner/Director of M/s.....do hereby solemnly affirm and declare that:

(a) My/Our above noted enterprise M/s..... has been issued acknowledgement of Entrepreneurial Memorandum Part-II by the District Industries Center..... The acknowledgement No. is..... dated..... and has been issued for manufacture of following items:

Name of Items	Production Capacity (Yearly)
(i)	
(ii)	
(iii)	
(iv)	

(b) My/our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above Items.

(c) My/our enterprise is having all the requisite Furniture and machinery and is fully equipped to manufacture the above noted items.

(d) The Present status of the firm is as per acknowledgement of Entrepreneurial Memorandum Part-II issued on date by the District Industries Center.

Place

Signature of
Proprietor/Director Authorized Signatory
with Rubber Stamp and date

VERIFICATION

I, _____S/o _____Aged ____Year residing at _____being Proprietor /Partner/Director of M/s. _____verify and confirm that the contents at (a), (b), (c) & (d) above are true and correct to the best of my knowledge and nothing has been concealed therein.

DEPONENT

Note:-If the cost of items to be procured /hired exceeds Rs.1,00,000/- (Rupees One Lakh), the procuring entity would be required to have the production unit inspected to satisfy itself of the production capacity and that the quality control measures are installed.