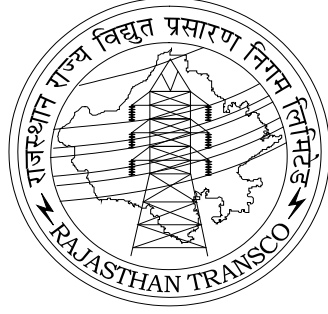


RAJASTAHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED



BID ENQUIRY NO.

BN-9015001848

BIDDING DOCUMENTS

FOR

PURCHASE OF INSULATED SAFETY SHOES

DESIGN, MANUFACTURE, TESTING AT MANUFACTURER'S WORKS SUPPLY AND DELIVERY OF INSULATED SAFETY SHOES ON RATE CONTRACT BASIS
--

NIB No.: Proc-I/NIB- /2018-19/BN-9015001848	
Bid No.: 9015001848	
Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at https://eproc.rajasthan.gov.in
Procuring Authority	SE(Procurement-I) Gate #3, Old Power House Premises, Near Ram Mandir, Banipark, Jaipur-302006
Last Date & Time of Submission of Bid	10.04.2019, 3 PM
Date & Time of Opening of Technical Bid	10.04.2019, 4 PM

Name of the Bidding Company/ Firm	
Contact Person (Authorized Bid Signatory)	
Correspondence Address:	
Mobile No:	
Telephone No:	
E-Mail Address:	
Website/ E-mail Address:	

NIB No. PROC-I/NIB- /2018-19/BN-9015001848
Bid No. BN-9015001848

INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

Name and Address of the Procuring Authority	Rajasthan Rajya Vidyut Prasaran Nigam Limited Vidyut Bhawan, Janpath, Jyoti Nagar Jaipur-302005 (Rajasthan)
Name and Address of the Procurement Officer In-Charge	Name: Sh. O.P. Bansal Designation: Superintending Engineer (Proc. I) Address: Gate #3, Old Power House Premises, Near Ram Mandir, Banipark, Jaipur 302006 E-mail: se.tlpc@rvpn.co.in
Subject Matter of Procurement	Design, manufacture, testing at manufacturer's works supply and delivery of different sizes Insulated Safety Shoes on Rate Contract basis of tentative/ approx. quantity-11040 pairs
Bidding Procedure	Single Stage Two Part
Bid Evaluation Criteria (Selection Method)	Lowest evaluated technically responsive bid as defined in the bid document as per Clause 25 of ITB.
Website for Downloading Bidding Document, Addendum/ Corrigendum	https://eproc.rajasthan.gov.in http://energy.rajasthan.gov.in/rvpnl https://sppp.rajasthan.gov.in
Cost of Bid Document	<ul style="list-style-type: none"> Rs. 5,000.00 (Rupees Five Thousand only) + GST @18% (Non-refundable) Rs. 2,500.00 (Rupees Two Thousand Five Hundred only) + GST @18% in case of Micro, Small and Medium Enterprises of Rajasthan on furnishing documentary evidence (Non-refundable).
Bid Processing Fee	Rs. 1000/- (One Thousand Only) + GST @18% (non-refundable):shall be deposited by DD/Banker's Cheque in favour of "Managing Director, RISL, Jaipur"
Estimated Procurement Cost	Rs. 162.84 lac
Bid Security	<ul style="list-style-type: none"> Rs. 3,25,700/- (Rupees Three Lac Twenty Five Thousand Seven Hundred only) or valid Bid Securing Declaration. Rs. 1,62,900/- (Rupees One Lac Sixty Two Thousand Nine Hundred only) in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction. Rs. 81,500/- (Rupees Eighty One Thousand Five Hundred only) in case of Micro, Small and Medium Enterprises of Rajasthan.
Manner, Start/ End date for downloading/ submission of Bids	Manner: On-Line on e-procurement website- http://eproc.rajasthan.gov.in Start Date of downloading : 11.03.2019 Start Date of submission : 18.03.2019 End Date of downloading/ submission : 10.04.2019
Submission of Banker's Cheque/ Demand Draft/ Bank Guarantee for Bidding Document Fee, Bid Security and Bid Processing Fees	Up to 10.04.2019, 03:00 PM in the office of Procurement Officer In-charge as mentioned above.

Date/ Time/ Place of Techno commercial Bid Opening	Date: 10.04.2018 Time: 4.00 PM Place: Office of Procurement Officer In-charge as mentioned above.
Date/Time/Place of Financial/Price Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	120 days after the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic format both for Techno-commercial and financial proposal. However, DD for Bidding Document Fees, RISL Bid Processing Fees and Bid Security should be submitted physically at the office of Bidding Authority/Accounts Officer as prescribed in NIB and scanned copy of same should also be uploaded in the EMD Envelope/ Cover. 2) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Bidding Document Fee, Bid Security, and RISL Bid Processing Fee as per timelines mentioned in NIB, its Bid shall not be accepted. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) RVPN will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at e Procurement website for further details about the e-Tendering process. 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Helpdesk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids without giving any reason. 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. 9) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail. <p style="text-align: right;">Superintending Engineer (Proc.-I), RVPN, Jaipur</p>	

TABLE OF CONTENTS

S. No.	Description	Page
1	INVITATION FOR BID/ NOTICE INVITING BID	1-2
2	VOLUME-I	
A	PART-I: INSTRUCTION TO BIDDERS (ITB)	4-24
B	PART-II: BID DATA SHEET (BDS)	25-27
C	PART-III: GENERAL CONDITIONS OF CONTRACT (GCC)	28-59
D	PART-VI: Bid Proposal Form, ANNEXURE, SCHEDULES	
(i)	Bid Proposal Form	60
(ii)	Annexure-BSBG Bank Guarantee against Bid Security	61-62
(iii)	Annexure-BSD Bid Securing Declaration	63
(iv)	Annexure-CA Contract Agreement Form	64-67
(v)	Annexure-CI Compliance with code of integrity and no conflict of interest	68
(vi)	Annexure-MAF Manufacturer's Authorisation Form	69
(vii)	Annexure-MAF(1) Certificate from Manufacturer/ Bidder	70
(viii)	Annexure-MOA Memorandum of Appeal Form-I	71
(ix)	Annexure-MSME Affidavit for MSME Unit	72
(x)	Annexure-MW Manufacturer Warrantee Form	73-74
(xi)	Annexure-PBG Performance Bank Guarantee	75-77
(xii)	Annexure-PBQ Pre bid Queries	78
(xiii)	Annexure-PP Purchase preference	79-80
(xiv)	Annexure-PQR Pre-Qualification Requirement of Bidder	81-82
(xv)	Schedule-ACC Schedule of Additional Conditions of Contract	83
(xvi)	Schedule-BD Schedule of Participating bidder's Details	84
(xvii)	Schedule-BOQ Schedule of Prices	85
(xviii)	Schedule-DEL Delivery Schedule	86
(xix)	Schedule-DEV Schedule of Deviations	87
(xx)	Schedule-DRQ Declaration by bidder regarding qualification	88
(xxi)	Schedule-GTP Schedule of Guaranteed Technical Particulars	89
(xxii)	Schedule-NEFT RTGS/ NEFT payment request	90
(xxiii)	Schedule-PEP Schedule of Previous Experience & Performance	91
(xxiv)	Schedule-PMTT Schedule of Plant and Machinery, Tools & Tackles available	92
(xxv)	Schedule-QD Schedule of Qualification Data	93
(xxvi)	Schedule-TP Schedule of Technical Personnel of Bidder	94
3	VOLUME-II	
A	TECHNICAL SPECIFICATION	95-97

VOLUME-I
PART-I
INSTRUCTION TO BIDDERS (ITB)

Preamble

This Part (Part-I) of the Bidding Document provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Nigam. It also provides information on bid submission, opening and evaluation, and on contract award. This Part (Part-I) contains provisions that are to be used unchanged unless Part-II, which consists of provisions that supplement, amend, or specify in detail, information or requirements included in Part-I and that are specific to each procurement, and/or otherwise. If there is a conflict between the provisions of Part-I & Part-II, the provisions of Part-II shall prevail.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this part but instead under Part – III: General Conditions of Contract and/or Part – IV: Special Conditions of Contract.

Further in all matters arising out of the provisions of this Part – I and the Part – II of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of Jaipur shall have exclusive jurisdiction.

A. INTRODUCTION**1.0 Source of Funds and Procurement Method**

- 1.1 The Owner named in the **BDS** intends to use domestic funding (Owner’s Internal Resources/Domestic Borrowings/Bonds) for this procurement.

All eligible payments under the contract for the packages, for which this Invitation for Bids is issued, shall be made by the Owner named in the **BDS**.

- 1.2 The procurement method is given in the **BDS**. In case of rate contract, the period of rate contract and maximum period for which it can extended on the same terms and conditions with mutual consent is also given in the **BDS**.

2.0 Eligible Bidders

- 2.1 The eligibility criteria is given in Annexure-PQR.

3.0 Eligible Plant, Equipment, and Services

- 3.1 For the purposes of these Bidding Documents, the words “facilities,” “plant and equipment,” “installation services,” etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.

- 3.2 All plant and equipment to be supplied and installed and services carried out under the contract shall have their origin in any country barring those countries against whom sanction for conducting business is imposed by Government of India and barring those firms with whom business is banned by the Nigam.

- 3.3 For purposes of this clause, “origin” means the place where the plant and equipment or component parts thereof are mined, grown, or produced. Plant and equipment are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 3.4 The origin of the plant, equipment, and services is distinct from the nationality of the Bidder.

- 3.5 Plants and Equipments shall be standard items/ equipments of the manufacturer (s), which are produced in volume and used by large number of users in India/ abroad. The item/ equipments must be associated with specific make, model numbers/ item code with printed literature describing configuration and functionality.

4. Cost of Bidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid including post-bid discussions, technical and other presentations etc., and the Nigam will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS**5. Contents of Bidding Document**

- 5.1 The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents comprise of the following and shall include amendments, if any, thereto:

NOTICE INVITING BID**VOLUME – I: Conditions of Contract**

Part-I	Instructions to Bidders (ITB)
Part-II	Bid Data Sheet
Part-III	General Conditions of Contract (GCC)
Part-IV	Special Conditions of Contract (SCC)
Part-V	[Deleted]
Part-VI	Forms, Schedules & Annexures
	I. Bid Proposal Form
	II. Formats:
	Annexure-AP Application for Payment
	Annexure-BGBIS Bank Guarantee in lieu of BIS Certificate (if applicable)
	Annexure-BSBG Bank Guarantee against Bid Security
	Annexure-BSD Bid Securing Declaration
	Annexure-CA Contract Agreement Form
	Annexure-CI Compliance with code of integrity and no conflict of interest
	Annexure-MAF Manufacturer's Authorisation
	Annexure-MOA Memorandum of Appeal Form-I
	Annexure-MSME Affidavit for MSME Unit
	Annexure-MW Manufacturer Warrantee Form
	Annexure-PBG Performance Bank Guarantee
	Annexure-PBQ Pre bid Queries
	Annexure-PC Performance Certificates from users
	Annexure-PP Purchase preference
	Annexure-PQR Pre-Qualification Requirement of Bidder
	Annexure-TTBG Bank Guarantee in lieu of Type Test

III. Schedules:

Schedule-AI	Schedule of Additional Information
Schedule-ACC	Schedule of Additional Conditions of Contract
Schedule-BD	Schedule of Participating bidder's Details
Schedule-BOQ	Schedule of Prices
Schedule-DEL	Delivery Schedule
Schedule-DEV	Schedule of Deviations
Schedule-DRQ	Declaration by bidder regarding qualification
Schedule-FG	Schedule of Guaranteed Losses/ Functional Guarantees
Schedule-GTP	Schedule of Guaranteed Technical Particulars
Schedule-NEFT	RTGS/ NEFT payment request
Schedule-PEP	Schedule of Previous Experience & Performance
Schedule-PMTT	Schedule of Plant and Machinery, Tools & Tackles available
Schedule-PV	Schedule of Price Variation
Schedule-QD	Schedule of Qualification Data
Schedule-STT	Schedule of Special Tools & Tackles for Maintenance
Schedule-TP	Schedule of Technical Personnel of Bidder

VOLUME - II: Technical Specification of material

- 5.2 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 5.3 Scope of Work is given in Volume-II of Bidding Documents titled "Technical Specifications for material"

6. Clarification of Bidding Documents and Pre-Bid Meeting

- 6.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Nigam in writing or by cable (hereinafter, the term cable is deemed to include Electronic Data Interchange (EDI) or telefax) at the Nigam's mailing address indicated in the BDS. Similarly, if a Bidder feels that any important provision in the documents, such as those listed in ITB Sub-Clause 22.4.1, will be unacceptable, such an issue should be raised as above. The Nigam will respond in writing to any request for clarification or modification of the Bidding Documents that it receives not later than **the time period as specified in BDS** prior to the original deadline for submission of bids prescribed by the Nigam. The Nigam shall not be obliged to respond to any request for clarification received later than the above period. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. Written copies of the Nigam's response (including an explanation of the query but

without identifying the source of inquiry) will be sent to all prospective bidders that have received the Bidding Documents.

- 6.2 The Bidder's designated representative(s) is/are invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time stipulated in the BDS. The purpose of the meeting will be to clarify any issues regarding the Bidding Documents in general and the Technical Specifications in particular. The Bidder is requested, as far as possible, to submit any question in writing, to reach the Nigam not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter. Minutes of the meeting, including the text of the questions raised (without identifying name of the bidders) and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in ITB Sub-Clause 5.1, which may become necessary as a result of the pre-bid meeting shall be made by the Nigam exclusively through the issue of an Addendum pursuant to ITB Clause 7 and not through the minutes of the pre-bid meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Nigam may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.
- 7.2 The amendment will be notified on the websites for viewing/ downloading by all prospective bidders and will be binding on them. Bidders are required to check/ updated themselves for any amendments on specified websites and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.
- 7.3 In order to afford reasonable time to the prospective Bidders 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 such cases; the Nigam will notify all bidders through website notification of the extended deadline.

C. PREPARATION OF BIDS

8. Language of Bid

- 8.1 The bid prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the Nigam related to the bid shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English translation shall govern.

9. Documents Comprising the Bid

- 9.1 The bid submitted by the Bidder shall comprise of the following documents:
- (a) Bid Proposal Form duly completed and signed by the Bidder, together with all Attachments (available in Part-VI). All Attachments have been identified in ITB Sub-Clause 9.3 below.
 - (b) Price Schedules (available in Part-VI) duly completed by the Bidder.
 - (c) Technical Data Sheets (available in Part-VI), if any, duly completed by the Bidder.
- 9.2 Bidders shall note that, they shall quote their proposals strictly conforming to the technical details, design as specified in the bidding document. Any offer based on the alternate design shall not be considered. Bid with alternative time schedule is not acceptable.

9.3 Each Bidder shall submit with its bid the following attachments:

(a) Attachment 1: Bid Security (Earnest Money Deposit)

Copy of earnest money deposit furnished in accordance with ITB Clause 13.

(b) Attachment 2: Power of Attorney

A power of attorney, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity, in accordance with ITB Clause 14.

(c) Attachment 3: Bidder's Eligibility and Qualifications

In the absence of pre-qualification, documentary evidence establishing that the Bidder is eligible to bid in accordance with ITB Clause 2 and is qualified to perform the contract in accordance with Annexure-PQR, if its bid is accepted.

The documentary evidence of the Bidder's eligibility to bid shall establish to the Nigam's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined in ITB Clause 2.

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Nigam's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Requirement for the Bidders in Annexure-PQR.

As per Annexure-PQR, the bid can be submitted by a natural person, private entity or government-owned entity or a joint venture of not more than two firms. Bids submitted by a joint venture of not more than two firms as partners shall comply with the following requirements:

- i. The bid shall include all the information required for Attachment 3 as described above for each joint venture partner.
- ii. The bid shall be signed so as to be legally binding on all partners.
- iii. One of the partners responsible for performing a key component of the contract shall be designated as leader; this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories.
- iv. The leader shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the leader, provided otherwise requested by the joint venture and agreed between the Nigam and the leader.
- v. All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.
- vi. A copy of the agreement entered into by the joint venture partners shall be submitted with the bid as per Annexure-IX, Part-VI Vol-I, including interalia delineation of responsibilities and obligations of each partners appended thereto, notwithstanding the joint and several liability.
- vii. The joint venture agreement should indicate precisely the responsibility of all members of JV in respect of planning, design, manufacturing, supply, installation, commissioning and testing. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the Nigam; and

In order for a joint venture to qualify, each of its partners or combination of partners must meet the minimum criteria listed in the Qualification Requirement for the Bidder in enclosed Annexure-PQR for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the joint venture bid.

A firm can be a partner in only one joint venture; bids submitted by joint ventures including the same firm as partner will be rejected.

In the case of a Bidder who offers to supply and/or install plant and equipment under the contract that the Bidder did not manufacture or otherwise produce and/or install, the Bidder shall (i) have the financial and other capabilities necessary to perform the contract; (ii) have been duly authorized by the manufacturer or producer of the related plant and equipment or component as per Performa in Attachment 7 to supply and/or install that item in the Nigam's country; and (iii) be responsible for ensuring that the manufacturer or producer complies with the requirements of ITB Sub-Clause 3.2 and meets the minimum criteria listed for an individual Bidder for that item.

(d) Attachment 4: Eligibility and Conformity of the Material

Documentary evidence established in accordance with ITB Clause 3 that the material offered by the Bidder in its bid or in any alternative bid (if permitted pursuant to ITB Sub-Clause 9.2) are eligible and conform to the Bidding Documents.

The documentary evidence of the eligibility of the material shall consist of a statement showing/ indicating the country of origin of the plant and equipment offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

The documentary evidence of the conformity of the material to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:

- i. a detailed description of the essential technical and performance characteristics of the material;
- ii. a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the material for a period of Fifteen (15) years following commissioning of material in accordance with provisions of contract; and
- iii. a commentary on the Nigam's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the material to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Nigam in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Nigam's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.
- iv. All details regarding after sale & service support offered.
- v. All details regarding proposed training for Nigam's personnel.
- vi. Detailed answers to all the Questions in the Questionnaire, if prescribed in the Bidding Document.
- vii. Details establishing the responsiveness of the offer in accordance with Technical Specification, Volume-II.

(e) Attachment 5: Subcontractors/ Sub-Vendors [Not to be furnished in case of goods]

Obligations of the bidder under this bid document cannot be assigned to any subcontractor/ subvendor

(f) Attachment 6: Deviations

In order to facilitate evaluation of bids, deviations, if any, from the terms and conditions or Technical Specifications shall be listed in Attachment 6 to the bid. However, the attention of the bidders is drawn to the provisions of ITB Sub-Clause 22.4 regarding the rejection of bids that are not substantially responsive to the requirements of the Bidding Documents.

Bidder's attention is also drawn to the provisions of ITB Sub-Clause 22.4.1.

- (g) Attachment 7: Manufacturer's Undertakings/ Authorization Certificate/ Form
- (h) Attachment 8: Schedule of Delivery.
- (i) Attachment 9: Guarantee Declaration.
- (j) Attachment 10: Price Variation Data (if required)
- (k) Attachment 11: The bidder, if is a Micro, Small or Medium enterprise as per the Micro, Small and 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, then the bidder 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 furnished with the bid. In order to seek purchase preference, an application, as prescribed at Form A at Annexure-PP, shall be submitted by the local enterprise to the General Manager, District Industries Centre of the district concerned, or to the officer nominated by Industries Department, who, after due diligent examination, shall issue verification certificate for the same. A copy of the same should be furnished.
- (l) Attachment 12: Compliance with code of integrity and no conflict of interest in Annexure-CI and RTGS/ NEFT payment request in Annexure-NEFT

10. Bid Form and Price Schedules

- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedules furnished in the Bidding Documents as indicated therein, following the requirements of ITB Clauses 11 and 12.

11.0 Bid Price

- 11.1 Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire material on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement, delivery, unloading, stacking at stores including supply of mandatory spares (if any). This includes all requirements under the Supplier's responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions of Contract. Items against which no price is entered by the Bidder will not be paid for by the Nigam when executed and shall be deemed to be covered by the prices for other items.
- 11.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents. If a Bidder wishes to make a deviation, such deviation shall be listed in Attachment-6 of its bid.
- 11.3 The Bidder shall indicate on the appropriate Price Schedules attached to these documents, the unit prices of the goods and services including spares & special tools and tackles, if any, it proposes to provide under the Contract.

The total amount shall be summarized in a Price Proposal (Schedule BOQ) giving the total bid price(s) to be entered in the Bid Form.

Main Price Schedule-BOQ:

Sub-Price Schedules:

Schedule-BOQB1 (SUPPLY): Substation/ Line Equipments/ Items & Mandatory Spares, Testing/ Measuring Equipments and Tools & Tackles [Including of Local Transportation including of Port handling, port clearance, port charges (if applicable), Insurance and Other incidental services applicable with all taxes and duties]

Schedule-BOQB2 (SERVICES): [If applicable] Commissioning charges (if required) and other miscellaneous services such as Training & Handholding and other Services as specified in the bidding document.

11.3.1 The bid price for,

- (i) the items for which quantities have been indicated as lumpsum or lot or set and/or
- (ii) where the quantities are to be estimated by the Bidder shall remain constant unless there is change made in the Scope of Work by Nigam.

The quantities and unit prices

- (i) subsequently arrived while approving the Bill of Quantities (BOQ)/ Billing breakup of lumpsum quantities/lot/Set and/or
- (ii) estimated by the bidder shall be for on account payment purpose only.

In case additional quantities, over and above the quantities BOQ/billing breakup and /or estimated by the bidder, are required for successful completion of the scope of work as per Technical Specification, the Bidder shall execute additional quantities of these items for which no additional payment shall be made over and above the lumpsum bid price. In case quantities of these items supplied at site are in excess of that required for successful completion of scope of work, such additional quantities shall be the property of the bidders and they shall be allowed to take back the same from the site for which no deduction from the lumpsum bid price shall be made.

11.3.2 It shall be the responsibility of the bidders to pay all statutory taxes, duties and levies to the concerned authorities for such surplus material, which would otherwise have been, lawfully payable.

11.3.3 Set/Lot/Lumpsum shall be governed as per the requirement of the corresponding item description read in conjunction with relevant provisions of Technical Specifications.

11.4 In the schedules, Bidder shall give the required details and a breakdown of their price as follows:

- (a) Plant and equipment shall also be quoted in Schedule-BOQB1.

In respect of direct transaction between the Nigam and the supplier or bought out off the shelf items or imported Equipments/items offered as 'Off the Shelf or dispatched directly from the Indian Port of disembarkation, the Unit Rate is inclusive of all cost as well as duties and tax (viz., custom duties & levies, taxes and duties etc.) paid or payable on components, raw materials and any other items used for their consumption incorporated or to be incorporated in the Plant & Equipment.

The Unit Rate for equipment/ items as above shall not include GST (Goods & Service Tax). GST (Goods & Service Tax) for the Equipment/items as above shall be mentioned separately in the Schedule BOQB1. These amounts will be payable (along with subsequent variation in the scheduled delivery period if any), by the

Nigam on the supplies made by the Contractor. Nigam shall, however, issue requisite tax declaration form, if applicable.

- (b) Local transportation, insurance and other Services including unloading and stacking at Nigam's stores incidental to delivery of the Plant and Equipment including mandatory spares to be supplied shall be quoted separately in Schedule-BOQB1: Supply.
- (c) Commissioning Charges shall be quoted separately (if required and shall include rates and prices for all labour, Contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, provision of operations and maintenance manuals, etc. wherever identified in the Bidding Documents as necessary for the proper execution of all services except those priced in other Schedules.
- (d) The break-up of Training & other miscellaneous Charges shall be furnished separately in Schedule-BOQB2 (if required).
- (e) The bidder shall include any other taxes and duties not covered under the GST but applicable on Work contracts for supply and services to be performed in India, as applicable, is required to be included in Contract Price and Nigam would not bear any liability on this account. Nigam shall, however, deduct such taxes at source for supply and services and issue Tax Deduction at Source (TDS) Certificate to the Contractor, if applicable.
- (f) The Bidder shall quote the charges for Services exclusive of applicable GST (Goods & Service Tax). The bidder shall give GST registration number. Depositing the GST with appropriate authority within stipulated period shall be the bidder's liability.
- (g) The Income Tax, surcharge on income tax and other corporate taxes the bidder shall be responsible for such payment to the concerned authorities. Nigam shall deduct tax at source, required as per statutory provisions and issue necessary Certificate to the Contractor.

11.4.1 Discount(s)/rebate(s) offered by the bidder shall be indicated as a percentage of price component(s). Bidder shall also indicate in his bid, the price component(s) on which the discount is to be applied.

11.5 The prices shall be in accordance with the following:

Variable Price: Prices quoted by the Bidder shall be subject to variation during performance of the contract to reflect changes in the cost elements such as labor, material, etc. in accordance with the procedures specified in the bid document and incorporated in the contract. The Price Variation provision will not be taken into consideration in bid evaluation.

12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees only.

13. Bid Security (Earnest Money)

13.1 The Bidder shall furnish, as part of its bid, a bid security in the amount and currency as stipulated in the **BDS**. The bid security must be submitted in the form provided in the Clause 13.2 to the officer of the Nigam as per BDS and obtain receipt thereof copy of which shall be furnished with the bid.

13.2 The bid security shall, at the bidder's option,

100% in the form of crossed bank Demand draft/Banker's cheque from a scheduled commercial bank in favour of Nigam or a bank guarantee from a scheduled commercial bank selected by the bidder and located in India as stipulated in the BDS.

The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents. Bid security shall remain valid for a period of Sixty

(60) days beyond the original bid validity period, and beyond any extension subsequently requested under ITB Sub-Clause 14.2.

The Departments/Boards of the State Government or central Government; Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; Company owned or controlled, directly or indirectly, by the Central Government, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or Autonomus bodies, Registered Societies, Cooperative Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government may furnish bid securing declaration. However, they have to upload copy of certificate/ documentary evidence in support of their being Govt. undertaking, with their bid.

- 13.3 Any bid not accompanied by an acceptable bid security/ bid securing declaration shall be rejected by the Nigam and shall not be opened
- 13.4 The bid securities of unsuccessful bidders will be returned after the signing of contact agreement with the successful bidder.
- 13.5 The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) pursuant to ITB Clause 32 are furnished to the satisfaction of the Nigam. The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, pursuant to ITB Clause 31, and has furnished the required performance security pursuant to ITB Clause 32
- 13.6 The bid security may be forfeited
- (a) If the Bidder withdraws its bid after submission and up to the period of bid validity specified by the Bidder in the Bid Proposal Form; or
 - (b) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Sub-Clause 22.2;or
 - (c) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP Rules, 2013; or
 - (d) in the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) to sign the Contract Agreement, in accordance with ITB Clause 31,or
 - (ii) to furnish the required performance security(ies), in accordance with ITB Clause 32 or
 - (iii) to commence supply of goods or services or execution of work as per supply/ work order
- 13.7 No interest shall be payable by the Nigam on the above Bid Securities.

14. Period of Validity of Bid

- 14.1 Bids shall remain valid for a period of 120 days after the date of opening of techno-commercial bids prescribed by the Nigam, pursuant to ITB Sub-Clause 17.1. A bid valid for a shorter period shall be rejected by the Nigam as being non-responsive.
- 14.2 In exceptional circumstance, the Nigam may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder granting the request will not be required or permitted to modify its bid.

15. Format and Signing of Bid

- 15.1 The Bidder shall prepare bid in the digital/electronic mode for uploading on e-procurement website in the format/ type of file specified. All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- 15.2 The bid, consisting of the documents listed in ITB Clause 9, shall be typed or written in legible ink and shall be signed/ digitally signed by the Bidder or a person (s) duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid and submitted as Attachment 2 to the Bid under ITB Sub-Clause 9.3. All pages of the bid, except for un-amended printed literature, shall be initialled/ digitally signed by the person signing the bid.
- 15.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initialled/ digitally signed by the person(s) signing the bid.

D. SUBMISSION OF BIDS**16. Sealing and Marking of Bids**

- 16.1 Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- 16.2 Documents in e-formats (as specified) shall be received online on the Government of Rajasthan e-procurement portal (<http://eproc.rajasthan.gov.in>) in following three Envelopes:
- First Envelope: Bid Security (Earnest Money Deposit) Documents, Bid Document Cost and Bid Processing fees.
- Second Envelope: Techno-Commercial Bid Documents
- Third Envelope: Financial/ Price Bid Documents
- The above documents shall be in the e-format (as per type i.e. pdf, xls etc. as specified) and required to be uploaded on and before the prescribed bid submission date and time.
- 16.3 First Envelope documents i.e. copy of Bid Security (Earnest Money Deposit Documents), Bidding Document Cost and Bid Processing fees shall be uplodged with the Bid. The security/ cost/ fees etc. shall be submitted/ delivered and be addressed to the Nigam at the address given in the **BDS**, and receipts their of be obtained and copies of these be uploaded with the bid.

17. Deadline for Submission of Bids

- 17.1 Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB. In the event of the specified date for the submission of bid being declared a holiday for the Nigam, the same will be received up-to the appointed time on the next working day.
- 17.2 The Nigam may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 7.3 for the reasons specified therein at any time prior to opening of bids by the Nigam pursuant to ITB Clause 20, in which case all rights and obligations of Nigam and bidders will thereafter be subject to the deadline as extended.

18. Late Bids

- 18.1 Any bid received by the Nigam after the bid submission deadline prescribed by the Nigam, pursuant to ITB Clause 17, will be rejected and returned unopened to the Bidder.

19. Modification and Withdrawal of Bids

19.1 If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (techno commercial and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".

19.2 Bids withdrawn shall not be opened and processed further.

E. BID OPENING AND EVALUATION**20. Opening of Bids by Nigam**

20.1 The Nigam will open the bids in public/ online, including modifications made pursuant to ITB Clause 19, in the presence of bidders' designated representatives (not more than two persons) who choose to attend, at the time, date, and location stipulated in the BDS. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date for the submission of bid being declared a holiday for the Nigam, the same will be received up-to the appointed time on the next working day for opening of bids.

20.2 All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL). For all Bids, the bidders' names, the techno-commercial bid, including deviation, the presence of bid security (Earnest Money Deposit), and any such other details as the Nigam may consider appropriate, will be announced by the Nigam at the opening.

No bid shall be rejected at bid opening except for late bids pursuant to ITB Clause 18 and bids not accompanied with bid security (earnest money deposit), proof of payment or instrument of the required price of bidding document and processing fee is found to be prima facie unacceptable. Such bids shall be returned to the Bidder unopened. However, opening of bid accompanied with the bid security shall not be construed to imply its acceptability which shall be examined in detail pursuant to ITB Clause 22.

20.3 The price bid of only technically & commercially qualified bidders shall be opened on subsequent dates in presence of representatives of qualified bidders. The time & date of price bid shall be conveyed to the qualified bidders.

20.4 The bidder's names, bid prices, any discounts and such other details as the Nigam, at its discretion, may consider appropriate will be announced at the opening of price bids.

20.5 No electronic recording devices will be permitted during bid opening.

21. Clarification of Bids

21.1 During bid evaluation, the Nigam may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

22. Preliminary Examination of Bids

22.1 The Nigam will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

22.2 Arithmetical errors will be rectified on the following basis.

- i) If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected unless in the opinion of the Procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

- ii) If there is a discrepancy between words and figures, the amount in words will prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) above.
- iii) However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail.

The subtotal, total price or the total bid price, irrespective of the discrepancy between the amount indicated in words or figures shall be rectified in line with the procedure explained above. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Bid Security (earnest money deposit) shall be forfeited.

The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which ‘-’ is indicated) in the Price Schedules will be deemed to have been included in other item(s).

If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], in the event of award. However, if lump-sum discount is offered, the same shall be considered in full on the Ex-works price component (by proportionately reducing Ex-works price of individual items), in case of award. Further, Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.

In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, any liability arising due to inappropriate quotation of applicable rates of taxes & duties in price schedule by the bidder(s) shall be borne by respective bidder(s) in the manner below:

- (a) For evaluation of the financial bid:
 - i. In case the bidder quotes the taxes & duties higher than the prevailing rates, the evaluation of bid shall be done considering the applicable rates of taxes & duties keeping the ex-works price same as quoted by the bidder.
 - ii. In case the bidder quotes the taxes & duties lower than the prevailing rates, unless it is specifically indicated with supporting document that lower taxes and duties are applicable to them as concessional rates, the evaluation of bid shall be done considering the applicable rates of taxes & duties and the ex-works price shall be reduced accordingly keeping the FORD prices same as quoted by the bidder.

In above case, the Purchase/ Work Order(s) shall be awarded to the successful bidder(s) on the basis of adjusted price with applicable rates of taxes & duties.

- (b) In case any successful bidder quotes the prices with concessional rates of taxes & duties applicable to it, the Purchase/ Work Order shall be awarded with quoted concessional rates of taxes & duties. However, no variation in such concessional taxes & duties up to maximum current applicable rates shall be allowed.

The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Nigam shall be entitled to consider the highest price for the purpose of evaluation and use the lowest of the prices in these schedules for the purpose of award of the Contract

- 22.3 The Nigam may waive any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Attachment-6 to its bid, and that does not prejudice or affect the relative ranking of any

Bidder as a result of the technical and commercial evaluation, pursuant to ITB Clauses 24 and 25.

- 22.4 Prior to the detailed evaluation, the Nigam will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Attachment-6 and/or in the Bid Form, Price Schedules & Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Nigam's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

22.4.1 Bids containing deviation on following critical provisions will be considered non-responsive.

- a) Terms of Payment: Clause 1.42 Part GCC, Volume-I
- b) Bid Security (Earnest Money Deposit): Clause 13.0, Part ITB Volume-I and Part-II BDS
- c) Contract Performance: Clause 32.0, Part ITB, Volume-I & Clause 1.40 Part GCC Volume-I
- d) Delivery Time Guarantee: Clause 1.23 & 1.24, Part GCC, Volume-I
- e) Price Basis and Payment: Clause 11.0, Part ITB, Volume-I and Clause 1.42 Part General Conditions of Contract.
- f) Guarantee: Clause 1.40, Part GCC, Volume-I.

22.4.2 Regarding deviations, conditionality or reservations introduced in the bid, which will be reviewed to conduct a determination of substantial responsiveness of the Bidder's bid as stated in ITB Sub-Clause 22.4, the order of precedence of these documents to address contradictions, if any, in the contents of the bid, shall be as follows:

- I. Covering Letter
- II. Bid Form
- III. Attachment-6: Deviations
- IV. Price Schedule
- V. Technical Data Sheet
- VI. Any other part of the bid

Contents of the document at Sr. No. I above will have overriding precedence over other documents (Sr. No. II to VI above). Similarly, contents of document at Sr. No. II above will have overriding precedence over other documents (Sr. No. III to VI above), and so on.

- 22.5 If a bid is not substantially responsive, it will be rejected by the Nigam, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Nigam's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

23. Conversion to Single Currency

- 23.1 This shall not be applicable as the prices are to be quoted in Indian Rupees only.

24. Techno-Commercial Evaluation

- 24.1 The Nigam will first carry out a detailed evaluation of the techno-commercial bids (First Part of Two Part Bid) of the bidders found meeting the requirements of bid security (earnest money deposit) and other instructions mentioned in the bid document in order to determine whether the technical & commercial aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Nigam will examine and compare the Qualification Requirements and technical & commercial aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors, for which the Nigam reserves the right to request for any additional information during the techno-commercial evaluation:
- (a) Meeting of Qualification Requirements

In the absence of pre-qualification, the Nigam will determine to its satisfaction whether the Bidder is qualified, as per the Qualification Requirement specified in Annexure-PQR to satisfactorily perform the contract. The Nigam shall be the sole judge in this regard and the Nigam's interpretation of the Qualification Requirement shall be final and binding.
 - (b) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications & Commercial Requirements as identified in Attachment-6 to the bid and those deviations not so identified; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
 - (c) achievement of specified performance criteria by the Equipment/ facilities
 - (d) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services,
 - (e) any other relevant factors, if any, listed in the **BDS**, or that the Nigam deems necessary or prudent to take into consideration.
- 24.2 Alternatives unless not permitted, but have in any event been offered, may be ignored for evaluation. However, permitted alternatives shall be evaluated as per provisions in the **BDS**
- 24.3 The price part (Second Part of Two Part Bid) of the bids of the techno-commercially qualified bidders i.e. found suitable/ responsive after scrutiny/ evaluation as per Clause 24.1 ITB shall only be opened.

25. Price Evaluation

- 25.1 The comparison shall be on the total price in Price Schedule BOQ.
- The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable/ Levyable in line with the provisions of the Bidding Documents.
- The Nigam's comparison will also include the costs resulting from application of the evaluation procedures described in ITB Sub-Clause 25.2 & 25.3.
- 25.2 The Nigam's evaluation of a Price bid will take into account, in addition to the bid prices indicated in Price Schedule -BOQ, the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Nigam, in the manner and to the extent indicated in ITB Sub-Clause 25.3 and in the Technical Specifications:
- (a) the performance of the equipment offered;
 - (i) Bidder shall state the guaranteed performance or efficiency of the Equipments, named in the **BDS**, in response to the Technical Specifications. Equipment

offered shall have minimum performance specified in Technical Specification to be considered responsive. Bids offering Equipment with a performance less than the specified may be rejected.

- (ii) For the purpose of evaluation, the adjustment on the basis of per unit of differential loss in terms of Indian Rupees indicated in the **BDS** will be added to the bid price.

The best parameter of loss quoted at rated parameters for the equipment by any technically responsive bidder shall be taken as basis and that quoted by the particular bidder shall be used to arrive at differential price to be applied for the bid.

- (b) any other relevant factors listed in **BDS**.

The estimated effect of the Price Variation provisions of the Conditions of Contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

25.3 Pursuant to ITB Sub-Clause 25.2, the following evaluation methods will be followed:

- (a) Time schedule (program of performance)

The plant and equipment covered by this bidding shall have the 'Taking Over' by the Nigam after successful delivery within the period specified in **BDS**. Bidders are required to base their prices on the time schedule specified as above. No credit will be given to earlier delivery. Bids offering delivery beyond the specified period will be rejected.

- (b) Guaranteed Performance Efficiency/ Parameters of the Equipments

- (i) Bidder shall state the guaranteed performance parameters or efficiency of the Equipments, named in the **BDS**, in response to the Technical Specifications. Equipment offered shall have a minimum (or a maximum, as the case may be) level of guarantees specified in the Technical Specifications to be considered responsive. Bids offering plant and equipment with guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

- (ii) For the purposes of evaluation, the adjustment specified in the **BDS** will be added to the bid price for each drop (or excess) in the guarantees offered by the Bidder.

25.4 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by bidders and rectified as per ITB Sub Clause 22.2 shall remain unaltered.

26. Purchase/Domestic Preference

26.1 Price/ Purchase preference or both in procurement shall be given to eligible bidders as per provisions at **BDS**.

27. Contacting the Nigam

27.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Nigam on any matter related to its bid, it should do so in writing.

27.2 Any effort by a Bidder to influence the Nigam in the Nigam's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid. The Nigam shall be the sole judge in this regard.

F. AWARD OF CONTRACT

28. Award Criteria & Quantities

28.1 Subject to ITB Clause 29, the Nigam will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid. The Nigam shall be the sole judge in this regard.

The Nigam reserves the right to waive minor deviations if they do not materially affect the capacity and capability of the Bidder to perform the contract.

- 28.2 Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Nigam.
- 28.3 The Nigam reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.
- 28.4 The mode of contracting with the successful bidder will be as per stipulation outlined in Clause GCC 1.2 and briefly indicated below:
- 28.4.1 The award shall be made as follows:
- The contract shall be awarded as single indivisible contract having separate price schedules for supply and services (if applicable).

28.5. Quantities

- (a) The quantities are indicative only. No minimum purchase quantity is guaranteed.
- If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents the bidder shall not be entitled for any claim or compensation.
- (b) The quantity material shall be divided among two qualified bidders, as detailed in BDS, whose bid is accepted and the bidder who accepts the counter offered prices respectively, if there are sufficient number of bidders who match the lowest acceptable prices after negotiations with the L-1 bidder. For this purpose, counter offer may be given to all qualified bidders (other than L-1 bidder). However, the bidder whose original bid was lowest amongst those who accept the counter offer, shall be selected for placing the order apart from L-1 bidder.
- (c) The bidder shall quote for full NIB quantity failing which the offer will be considered non responsive.

29. Nigam's Right to Accept any Bid and to Reject any or all Bids

- 29.1 The Nigam reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Nigam's action.

30. Notification of Award

- 30.1 Prior to the expiration of the period of bid validity and extended validity period, if any, the Nigam will notify the successful bidder in writing by registered letter or by cable or telex or FAX, to be confirmed in writing by registered letter, that its bid has been accepted.
- 30.2 The notification of award will constitute the formation of the contract.
- 30.3 Upon the successful Bidder's executing contract agreement and furnishing of the performance security pursuant to ITB Clause 31, 32, the Nigam will promptly discharge the bid securities, pursuant to ITB Sub-Clause 13.4 & 13.5.

31. Signing the Contract Agreement

- 31.1 At the same time as the Nigam notifies the successful bidder that its bid has been accepted, the Nigam will send the bidder the detailed letter of Award, incorporating all agreements between the parties.
- 31.2 Within 15 days of receipt of the detailed letter of Award, the successful bidder shall sign and date the same and return it to the Nigam.

- 31.3 The bidder will prepare the Contract Agreement (in two originals) and the same will be signed within 30(thirty) days from the issue of detailed letter of award. The Supplier shall be provided with one signed original and the rest will be retained by the Nigam.
- 31.4 In case the Bid Inquiry is for Rate Contract, the detailed letter of award may not include a Purchase Order, which may be placed separately through one or more orders depending on requirement during the validity of the rate contract. The Nigam does not guarantee any minimum quantity for purchase and its decision in this regards would be final and shall not be called into question. Nigam reserves the sole discretion in the matter.

32. Performance Security

- 32.1 Within thirty (30) days from the issue of the letter of award, the successful Bidder shall furnish the performance security for 10% (Ten percent)/5% (Five percent)/ 2% (Two percent)/ 1% (One percent), as detailed in GCC Clause 1.41.2(b), of the estimated total value of the procurement to be made under rate contract in case of rate contract or contract price in other case plus additional performance securities, if any, in line with the requirement of Qualification Requirements, in the form provided in Part-VI, Annexures, of the Bidding Documents. The Stamp Duty and Surcharge will be as applicable as per Rajasthan Stamp Act.
- 32.2 The Performance Guarantee shall cover additionally the following guarantees to the Owner:
- a) The successful bidder guarantees the successful and satisfactory operation of the equipment supplied under the contract as per the specifications and documents.
 - b) The successful bidder further guarantees that the equipment provided by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Nigam fully remedy free of expenses to the Nigam such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the GCC/SCC.
- 32.3 The contract performance guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages under clause entitled "Equipment Performance Guarantees" in Technical Specifications and damages stipulated in other clauses in the Bid documents.

33. Graft & Commission etc.

Any graft, commission, gift or advantage given promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the Nigam, shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the Nigam resulting from any cancellation. The Nigam shall then be entitled to deduct the amount so payable from any monies otherwise due to contractor under the contract.

34. Code of Integrity and no conflict of interest

- 34.1 Code of integrity
- Any person participating in a procurement process shall:
- a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
 - b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

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

34.2 Conflict of Interest

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process, if, bidder, including but not limited to:

- a) have controlling partners / shareholder 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 bidder is involved. However, this does not limit the inclusion of the same sub-contractor, 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 the subject of the Bid; or
- g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge / consultant for the contract.

The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Schedule-DRQ.

Breach of Code of Integrity by the Bidder: - Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

35. Grievance Redressal during Procurement Process

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given hereunder.

35.1 Filing of 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 with 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:

Provided 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.

- 35.2 The officer to whom an appeal is filed under Section 38 shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- 35.3 If the officer designated under Section 38 fails to dispose of the appeal filed within the period specified, 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 the 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 or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- 35.4 Appeal not to lie in certain cases:
An appeal shall not 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 a procurement process;
 - e) Applicability of the provisions of confidentiality.
- 35.5 Form of Appeal
- a) An appeal 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 fees.
 - 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.
- 35.6 Fee for Filing appeal
- a) Fee for first appeal shall be rupees two thousand five hundred and applicable GST and for second appeal shall be Rupees ten thousand and 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 a scheduled bank in India payable in the name of Appellate Authority concerned or as named in **BDS**
- 35.7 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.

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

PART-II
BID DATA SHEET (BDS)

The following bid specific data for the Plant and Equipment to be procured shall amend and/or supplement the provisions in the Instructions to Bidders (ITB):

S. No.	ITB Clause Ref. No.	Bid Data Details
1.	ITB 1.1	The Owner is: Rajasthan Rajya Vidyut Prasaran Nigam Limited, Jaipur-302005. Kind Attn.: Superintending Engineer (Procurement-I), Gate #3, Old Power House Premises, Near Ram Mandir, Banipark, Jaipur 302006 Telephone Nos.:- 0141-2208916 Tele-Fax Nos.:- 2208916/2208921 E-mail Address: se.tlpc@rvpn.co.in
2.	ITB 1.2	The procurement method shall be Rate Contract for one year w.e.f. date of issue of letter of award extendable by a maximum period of another one year.
3.	ITB 5.1	Delete following: Volume-I, Part-IV & Part V Part-VI: Annexure-AP, Annexure-BGBIS, Annexure-PC, Annexure-TTBG, Schedule AI, Schedule-FG, Schedule-PV, Schedule-STT
4.	ITB 6.1,	The time period:- twenty (20) days
5.	ITB 6.2	Pre-Bid Meeting Date, time and Venue is as under: 14.03.2019, 11.00 AM (subject to furnishing bid document cost), Conference Room, RVPN, Gate #3, Old Power House Premises, Near Ram Mandir, Banipark, Jaipur-302006
6.	ITB 9.3 (c)	Bids furnished by Joint Venture are not allowed
7.	ITB 9.3 (e)	Attachment 5 is not to be furnished
8.	ITB 11.3	Schedule BOQB2 is not applicable
9.	ITB 11.4 (c)-(f)	Not applicable
10.	ITB 11.5	Prices are 'FIRM'.
11.	ITB 13.1	<ul style="list-style-type: none"> • Rs. 3,25,700/- (Rupees Three Lac Twenty Five Thousand Seven Hundred only) or valid Bid Securing Declaration. • Rs. 1,62,900/-(Rupees One Lac Sixty Two Thousand Nine Hundred only) in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction. • Rs. 81,500/-(Rupees Eighty One Thousand Five Hundred only) in case of Micro, Small and Medium Enterprises of Rajasthan.
12.	ITB 13.2	The Bid Security Demand Draft/ Banker's Cheque shall be in favour of Accounts Officer (P&C-I), RVPN Ltd., Jaipur payable at Jaipur.
13.	ITB 15.2	Supplement the Clauses with: The bidder shall prepare electronic bid consisting of the documents listed at ITB clause 9 & 11.4, in the formats prescribed in NIB published on website http://eproc.rajasthan.gov.in
14.	ITB 16.3	Bidding Document Cost shall be furnished to the AO (P&C-I), RVPN, Jaipur in the form of Demand Draft/ Banker's Cheque payable to Accounts Officer (P&C-I), RVPN Ltd., Jaipur. Bid Processing fees shall be furnished to the Assistant Engineer (Proc.I), RVPN, Jaipur in the form of DD payable to MD, RISL, Jaipur. Address: Gate #3, Old Power House Premises, Near Ram Mandir, Banipark, Jaipur 302006
15.	ITB 20.1	Address for bid opening: Superintending Engineer (Proc-I) Rajasthan Rajya Vidyut Prasaran Nigam Limited, Gate #3, Old Power House Premises, Near Ram Mandir, Banipark, Jaipur 302006 Time and date for Bid Opening :

S. No.	ITB Clause Ref. No.	Bid Data Details									
		As specified on Website: http://eproc.rajasthan.gov.in and http://energy.rajasthan.gov.in/rvpnl									
16.	ITB 24.1 (e)	None									
17.	ITB 24.2	Not applicable									
18.	ITB 25.2	None									
19.	ITB 25.3 (a)	The delivery schedule shall be as per Schedule-DEL									
20.	ITB 25.3 (b)	This shall be applied as per the provision of Technical Specification, Volume-II of the Bidding Documents and Clause ITB 25.2(a)									
21.	ITB 26.1	<p>Purchase preference in procurement shall be given to local enterprises (Local enterprise means an industrial undertaking or a business concern or any other establishment by whatever name called, engaged in the manufacture or production of goods, in any manner, pertaining to any Industry specified in the first schedule to the Industries (Development and Regulation) Act, 1951, situated and have received their acknowledgement of Entrepreneurs Memorandum-II/ Udyog Aadhaar Memorandum and registered in the State of Rajasthan) in case, the bidding enterprises from outside the state is adjudged lowest.</p> <p>Any further notification in respect of purchase preference if notified by the Rajasthan State Government before actual date of opening of technical Bid shall be considered in the evaluation of bids and award of contract.</p> <p>In order to seek purchase preference, an application, as prescribed at Form A at Annexure-PP, shall be submitted by the local enterprise to the General Manager, District Industries Centre of the district concerned, or to the officer nominated by Industries Department, who, after due diligent examination, shall issue verification certificate for the same:</p> <p>Provided that, in case of any grievance in this regard, an appeal on plain paper may be filed by the aggrieved applicant to the Commissioner, Industries Department or to an officer nominated by him for the purpose.</p> <p>Every Micro, Small and Medium Enterprise shall be required to submit an affidavit, in Form B, along with the duly filled bid document, to the procuring entity.</p>									
23.	ITB 28.5 (b)	<p>As far as possible, the quantities shall be awarded to qualified bidder(s) as under:</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Scenario</th> <th>Distribution of quantities</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>If there are no qualified bidder(s) who are MSME of Rajasthan or none of qualified MSME of Rajasthan bidder(s) match L1 price or the prices of the local bids are found competitive or quantities remained un-allocated in Scenario at S.No.2 below.</td> <td>100% quantity shall be awarded to qualified L1 bidder.</td> </tr> <tr> <td>2.</td> <td>If the prices of the local bids are not found competitive and the bidding enterprises from outside the State is adjudged lowest</td> <td>L-1 bidder shall be awarded 20% quantity and Minimum 60% quantity to the local micro & small enterprise(s) to the extent of their capacity in case they have also bid and match the overall lowest (L-1)</td> </tr> </tbody> </table>	S. No.	Scenario	Distribution of quantities	1.	If there are no qualified bidder(s) who are MSME of Rajasthan or none of qualified MSME of Rajasthan bidder(s) match L1 price or the prices of the local bids are found competitive or quantities remained un-allocated in Scenario at S.No.2 below.	100% quantity shall be awarded to qualified L1 bidder.	2.	If the prices of the local bids are not found competitive and the bidding enterprises from outside the State is adjudged lowest	L-1 bidder shall be awarded 20% quantity and Minimum 60% quantity to the local micro & small enterprise(s) to the extent of their capacity in case they have also bid and match the overall lowest (L-1)
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S. No.	ITB Clause Ref. No.	Bid Data Details	
			<p>rate received. Within this minimum 60% quantity, 4% quantity to the micro and small enterprises owned by member of Scheduled Caste or Schedule Tribe.</p> <p>Remaining quantity to the maximum limit of 20% to local medium enterprises in case they have also bid and match the overall lowest (L-1) rate received.</p> <p>In case, a bidder offering to supply the goods is a dealer located in Rajasthan and the bid prices are equal to the rates offered by local enterprises of Rajasthan and the quality and specifications of the goods are the same, the local enterprises shall be given Purchase Preference over such dealer.</p>
24.	ITB 32.1	<p>Supplement the Clauses with: As per article 13– A of Rajasthan Stamp Act, the Stamp duty and Surcharge will be @ 0.25% of Amount of BG security subject to maximum limit of Rupees 25,000.00</p>	
25	ITB 35	<p>First Appellate Authority: WTDs Second Appellate Authority: Energy Deptt., GoR</p>	
26.	ITB 35.6	<p>Fee payable to the Accounts Officer (P&C-I), RVPN Ltd., Jaipur</p>	

PART-III
GENERAL CONDITIONS OF CONTRACT

Notwithstanding anything contained to the contrary in the specification or bid or any subsequent exchange of correspondence, 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 otherwise 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.

1.1 DEFINITION OF TERMS:

- 1.1.1 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 of context inconsistent with such construction.
- 1.1.2 The "Purchaser" shall mean the Rajasthan Rajya Vidhyut Prasaran 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 "Purchaser".
- 1.1.3 The "Bidder" shall mean and include one or more persons or any firm or any company or body in-corporate who has submitted the bid in response to "Invitation of Bid".
- 1.1.4 The "Contractor" shall mean the bidder whose bid has been accepted by the "Purchaser" and shall include the bidder's heirs, legal representative, successors and assignees approved by the purchaser.
- 1.1.5 The "Sub-Contractor" shall mean the firm or the person 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 purchaser and shall include his heirs, legal representative, successors and assignees approved by the purchaser.
- 1.1.6 The "Chairman and Managing Director" shall mean the Chairman and Managing Director, Rajasthan Rajya Vidhyut Prasaran Nigam Ltd. Jaipur.
- 1.1.7 The "Engineer" shall mean the Chief Engineer, Addl. 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 purchaser to act as Engineer or Inspector for the purpose of the contract. In case where no such Engineer has been so appointed, the word "Engineer" shall mean the purchaser or his duly authorized representative.
- 1.1.8 "Plant", "Equipment", "Material", "Stores", "Works", "facilities" and "installation services" shall mean and include the plant and material to be provided and work/service or works/services to be done by the contractor under the contract.
- 1.1.9 The "Contract" shall mean and include the following. -
- (i) Invitation of bid
 - (ii) Instructions to bidders.
 - (iii) Bid form including schedule of prices.
 - (iv) Bid security.
 - (v) Letter of Intent and its acknowledgement.
 - (vi) Performance Security.
 - (vii) Formal Purchase Order.
 - (viii) Guaranteed Test Performance and Penalty.
 - (ix) General Conditions of Contract.
 - (x) Special Instructions.
 - (xi) Site Conditions.
 - (xii) Specification, specific conditions, schedules and drawings.
 - (xiii) Addenda which may hereafter be issued by the purchaser to the contractor on web or in the form of letter and covering letters and schedule of prices as agreed between the contractor and the purchaser.
 - (xiv) The agreements to be entered into under clause 1.6 of these General Conditions.

- 1.1.10 The "Specification" shall mean the specification, specific conditions annexed to the General Conditions, the contract and the schedule thereto, if any.
- 1.1.11 The "Month" shall mean, English calendar month i.e. period of 30 days and "Week" shall mean a period of 7 days.
- 1.1.12 The "Site" shall mean the place or places named in the contract and include, wherever applicable, the lands and buildings upon or in which the works are to be executed.
- 1.1.13 The "Place of delivery" shall mean the place of delivery at which the contractor / supplier is responsible to deliver the material at the contract price.
- 1.1.14 The "Test of Completion" shall mean such tests prescribed in the contract to be made by the contractor before the plant is taken over by the purchaser as per these General Conditions.
- 1.1.15 "Commissioning" shall mean the satisfactory operation of the plant or equipment specified herein after all necessary initial checks, adjustments, trials, cleaning and assembly required at site, if any, have been completed and the plant has been in continuous and un-restricted commercial use specified for at least thirty (30) days or as otherwise.
- 1.1.16 "Commercial Use" shall mean that use of the work, which the contract contemplates or of which it is to be commercially capable.
- 1.1.17 "Letter of Intent" shall mean the purchaser's letter conveying his acceptance of the bid subject to such reservations as may have been stated therein.
- 1.1.18 The "Contract Price" shall mean the sum named in or calculated in accordance with the provisions of the contract/ purchase or any amendments thereto.
- 1.1.19 "Formal Purchase Order" shall mean the purchaser's letter which may be issued in way of letter of intent containing detailed terms and conditions of the work / supply and such other particulars which the purchaser may like to convey to the contractor/supplier pending execution of a formal written agreement in accordance with Clause 1.6.
- 1.1.20 "Consignee" shall mean and include the Controller of Stores, Central Stores Officer, Asstt. Controller of Stores, Stores Superintendents and/ or any other officer / official of the Rajasthan Rajya Vidhyut Prasaran Nigam Ltd or of other Nigam assigned by the purchaser all over Rajasthan performing the duties of consignee.
- 1.1.21 "Writing" shall include any manuscript, type written or printed statement under or over signature or seal, as the case may be.
- 1.1.22 The "work codes" shall mean the Indian Boiler Regulation and the rules made there under applicable on the date of letter of intent with such special modification which may be agreed upon by the Chief Inspector of Boiler, Rajasthan from time to time. It shall also include the Indian Electricity Rules, code of practice and Factory Rules & Regulations applicable in the State of Rajasthan on the date of issue of the letter of intent or such modification thereof as may be specially stipulated by competent State Authorities i.e. Electrical Inspector and Chief Inspector of Factories, Rajasthan.
- 1.1.23 The word "Trial Run" shall mean two (2) weeks continuous and satisfactory operation under full load to furnish proof of satisfactory and trouble free working.
- 1.1.24 Words importing "Person" shall include firms, companies, corporations and other bodies whether incorporated or not.
- 1.1.25 Words importing the "singular" only shall also include the plural and vice versa where the context requires.
- 1.1.26 Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Sale of Goods Act (No. III or 1930) fulfilling that in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897.

1.2 **CONTRACT:**

The Contractor / Supplier and purchaser shall as soon as possible, unless otherwise agreed upon enter into a sealed agreement for the proper fulfilment of the contract. The expenses of completing and stamping the, agreement shall be paid by the supplier and the purchaser shall be

furnished free of charge within executed counter part of the agreement with three copies after the bid has been accepted by the purchaser. All orders / instructions to the contractor shall except as herein otherwise provided, be given by the Engineer on behalf of the purchaser.

1.3 CONTRACTOR TO INFORM HIMSELF FULLY:

The contractor shall be deemed to have carefully examined the General conditions, specifications, schedules and drawings also to have satisfied himself as the nature and character of the work to be executed and where necessary, on the site conditions and other relevant matters and details. Any information there had or otherwise obtained from the purchaser or the Engineer shall not be in any way relieve the contractor from his responsibility for the supplying of information of the plant and equipment and executing the work in terms of the contract including all details and incidental works and supply all accessories or apparatus which may not have specifically been mentioned in the contract but necessary for ensuring complete erection and safe and efficient working of the plant and equipment if he shall have any doubt as to the meaning of any portion of the general and any special conditions of contract and specifications, he shall before signing the contract or commencement of work, whichever is earlier, set forth the particulars thereof and submit them to the engineer in writing in order that such doubt may be removed.

1.4 COMPLETENESS OF CONTRACT:

The equipment shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally supplied with such equipment even though not specifically detailed in the specification unless included in the list of excluded items. The contractor shall not be eligible for any extra payment in respect of such mounting, fittings, fixtures and standard accessories etc. which are needed for the safe operation of the equipment as required by applicable codes only as per contract, and they may not have been included specifically in the contract.

1.5 [Deleted]

1.6 CONTRACT DOCUMENTS AND AGREEMENTS:

1.6.1 The order placed under this specification shall be governed by the terms and conditions as incorporated in this section of the specification and as given in the purchase order and its Annexure(s). The terms and conditions as specified in this section if differ from the terms as indicated in the purchase order and its Annexure(s) the latter shall prevail. The contract shall for all purposes be constructed according to the laws of India and subject to jurisdiction of courts in Rajasthan only. For the due fulfilment of the contract, the supplier shall execute an agreement, in triplicate, in the prescribed form (to be obtained from the purchaser) on non-judicial stamp paper as per stamp duty applicable of Govt. of Rajasthan. Such agreement shall be executed and signed by the competent authority of the supplier on each page with seal thereof. The original copy is only to be executed on the stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement form alongwith the contract documents shall be required to be returned to the purchaser within a period of 30 days from the issue of the order duly signed on the each page. One copy of the executed agreement duly signed by the purchaser shall be sent to the supplier for his reference. The contract documents shall mean and include the following.

1. Contract Agreement
2. Purchase order & its Annexures.
3. Terms and conditions of the specification.
4. General Conditions of Contract of the specification.

1.6.2 The charges in respect of vetting and execution of the contract shall be borne by the contractor. The contractor shall be furnished with an executed counterpart of the agreement.

- 1.6.3 After the bid has been accepted by the purchaser all orders or instructions to the, contractor shall except as herein otherwise provided be given by the Engineer in writing on behalf of the purchaser.
- 1.6.4 Any bid, drawing, technical data or correspondence which forms the basis of an order of a contract as aforesaid or which may be furnished by the contractor for the purchaser's approval or information as provided under the said order or contract, shall be in English and if it is in any other language a complete translation in English shall be duly furnished. The purchaser shall not be bound to consider any bid, drawings, technical data or correspondence which is not furnished in the English language.

1.7 CONSULTING ENGINEER:

The consulting Engineer may co-ordinate, supervise and approve the technical portion of the work of the contractor and his sub- contractor excluding decision involving financial liabilities to the purchaser for which approval of the engineer shall be obtained.

1.8 DESIGN EQUIPMENTS:

- 1.8.1 All equipment and materials shall be designed and all work executed conforming to codes.
- 1.8.2 Structures and outdoor equipment shall be designed to withstand wind load as set forth in the 'Indian Standards 875 unless otherwise specified in the technical specification.
- 1.8.3 Structural parts and equipment shall be designed to resist lateral inertia forces developed in each corresponding mass center due to seismic ground motion. The structural parts and their anchorages shall be designed on the basis of the conventional acceleration method. The lateral inertia forces will be determined from the expression where 'F' is the force on the part of the lateral direction 'W' is the weight of the part with probable existing service load at the time of the earthquake and "C" is the seismic coefficient i.e. the ratio of seismic coefficient shall be obtained from the Indian Standard IS: 893 unless otherwise specified in the technical specification.
- 1.8.4 The contractor shall provide adequate guards for all couplings by wheels and other moving parts which could be considered as a safety hazard, safety sentinel and relief valves are to be locked or piped in such a manner as to safeguard personnel and property.
- 1.8.5 All safety devices shall be in accordance with the prevailing statutory regulations and requirements.
- 1.8.6 Special attention shall be given to the design arrangement and assembly of all equipment to ensure ease of maintenance and renewal of part.

1.9 STANDARD

- 1.9.1 The equipment covered by specification shall, unless otherwise specified be built to conform to the requirements of relevant standards issued by any of the following and the bidder should specifically mention in each case the applicability of the relevant specifications. :-
1. Indian Standard Institution's Standard code, wherever applicable.
 2. Indian Electricity Rules 1916, wherever applicable.
 3. British Standard Specification relevant codes and British Electrical Standard Association. .
 4. American Society of Mechanical Engineer's Power Test Codes.
 5. American Society of Materials Testing Codes
 6. American Standards Association / U.S.A. Standards Institute and Edison Electric Institute.
 7. Standard of Hydraulic Institute, U.S.A.
 8. Heat Exchange Manufacturer's Standards, U.S.A.
 9. Bladder Heat Manufacturer's Association Standard, U.S.A.

10. Appropriate National Standard Specification of the country of manufacture on approval by the purchaser.
 11. Indian Boiler Regulation Act.
 12. Other Standards approved by Purchaser.
- 1.9.2 The equipment conforming to any other national standard which ensure equivalent quality are also acceptable. In such cases the bidder shall clearly indicate the standard adopted and furnish a copy of the English translation of the standard along with the bid.
- 1.9.3 The performance figures quoted shall be guaranteed with the tolerances permitted by relevant standard unless specifically stipulated in the specification. In case of failure of the equipment to meet the guarantee, the purchaser reserves the right to reject the equipment.
- 1.9.4 The bidders are requested to bid for their standard equipment, as far as possible, provided it meets the service requirements mentioned in the specification.
- 1.9.5 Should the bidder wish to depart from the provision of these specification either on account of manufacturing practice or for any other reason, he shall clearly mention the departures and submit complete justification supported by information, drawings etc. as will enable the relative merits of his proposals to be fully appreciated. The engineer shall have the right to reject them and decision of the engineer shall be final and binding on the contractor.
- 1.9.6 In the event of the Specification and Contractor's drawing and tables etc. being found to disagree the erection of the contract equipment, the annexed specification shall be held binding unless the departures have been duly approved in writing by the purchaser.
- 1.9.7 **INDIAN ELECTRICITY ACT:**
All the supplies covered by the contract shall be in accordance with the Indian Electricity Act, 2003 with the latest amendments and the Indian Electricity Rules, 1956 made there under.
- 1.10 SYSTEM OF UNITS DIMENSIONS, MEASURES AND CALIBRATION: -**
All dimensions, measures etc. shall be as per Metric and CGS system of units. All instruments, recorders etc. shall also be calibrated in Metric and CGS system of units
- 1.11 INDEMNITY:**
In the event of any claim or demand being made or action being brought against the purchaser for infringement or alleged infringement of latter's patent in respect of any machine, plant, work or thing used or supplied by the contractor / supplier under this contract or in respect of any method of using or working by the purchaser of such machine, plant, works or thing the contract will indemnify the purchaser against such claim or demand and all cost and expenses arising from or incurred by reasons of such claim or demand provided that the purchaser shall notify the contractor within reasonable time any claim is made and that the contractor shall if he so desires with the assistance of the purchaser, if required, by the contractor's own expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such machine, plant work or thing shall be used by the purchaser for any purpose or in any manner other than that for which they have been supplied by the contractor and specified under this contract.
- 1.12 SUBMISSION AND APPROVAL OF DRAWINGS:**
- 1.12.1 Within thirty (30) days of the date of receipt of the purchaser's letter of intent, the contractor shall submit to the consulting engineers as well as to the purchaser, the following drawings of plant and technical data for approval as per distribution schedule attached with the specification: -
- (i) Dimensional general arrangement / outline drawings of the plant and equipment to be supplied under the contract and all data including floor plan, loading data, location of foundation bolts etc. relating to foundation structures to enable the purchaser to arrange for civil construction work.

- (ii) Dimensional drawing showing individual equipment being supplied under the contract, method and sizes of connections to the purchaser's other equipment, giving also the limits of variation of the dimensions.
 - (iii) All efficiency and characteristic curves and technical particulars required under the specification.
 - (iv) Schedule drawings of all writings, connection and interlock diagrams showing the points where connections have to be made by the purchaser.
 - (v) Necessary structural and other calculations and data required for approval.
- 1.12.2 Nigam's Engineer/ the consulting Engineer shall return to the contractor one set of all these drawings, plants and technical data after marking them with their comments / corrections if any, either (a) stamped approved or (b) marked up with the comments. In case of (a), no further submission of drawings will be required. In case of (b) the contractor shall correct his original drawings and will be required to conform to the comments made by the consulting engineers and resubmit within two (2) weeks of receipt of comments in the same manner as stated in the distribution schedule. After approval of the drawings a reproducible of each drawings shall be supplied, final drawings shall be certified as "Approved for constructions". Should any minor revision be made after 'Approval', the contractor shall redistribute prints and reproducible as per the distribution schedule. Every revision shall be marked by a number, date and subject in a revision block provided in the drawings. The consulting engineer's approval shall not relieve the contractor from any of his obligations and responsibility to fabricate and erect the materials conforming to the specification, unless a written amendment to the specification is issued by the purchaser. In case of 220kV/132 transmission line towers 16 sets of bill of material shall be furnished after approval of proto type model assembly of these towers for field use, along with one set of reproducible prints.
- 1.12.3 Reproducibles shall be of quality to produce clear and legible prints and any inferior reproducibles will be returned by the purchaser for replacement with suitable reproducible. All reproducibles shall be mailed rolled (not folded) on the outside of regular mailing tubes except small sizes can be mailed unfold in an envelope with a card board backing. The prints and reproducibles shall be mailed in the most expeditious manner and shall be accompanied with a letter of transmittal.
- 1.12.4 One (1) copy each of the drawings marked as built shall be returned immediately upon completion of the job by the contractor and duly marked with the needed modifications / alterations made at site, in accordance with engineer's approval. Similarly, one set of 'As Built' drawings alongwith the reproducibles for drawings prepared by the contractor immediately upon completion of the corresponding work / works shall be furnished.
- 1.12.5 Any work shown on the drawing and not particularly described in the specification or specified in the specification and not shown on the drawing shall be included by the contractor in his bid and the omission either from the drawings or specification of any details of work necessary and obviously intended, shall not relieve the contractor from performing such work.
- 1.12.6 The contractor shall take approval of designs and drawings before commencement of manufacture of the equipment. Any manufacturing done prior to approval of drawings shall be rectified by the contractor at his own cost if any discrepancy arises. No extension of delivery period shall be granted on this account.
- 1.12.7 The purchaser shall have the right to request the contractor to make any change in the design / drawing which may be necessary to make the equipment conforming to the provision and interests of the contract.
- 1.12.8 The contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies, errors and omissions in the drawings or other particulars, supplied by him, whether such drawings or particulars have been approved by the engineer or not, provided that if such discrepancies errors or omissions are due to inaccurate information or particulars furnished to the contractor by the engineer,

- any alterations in the work necessitated by reasons of such in-accurate information or particulars shall be paid for by the purchaser.
- 1.12.9 If any dimensions figured upon a drawing or a plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

1.13 **ERRECTION, DRAWINGS AND INSTRUCTION MANUAL:**

The contractor shall submit to the engineer & purchaser within a reasonable time but at least three (3) months before dispatch of equipment the following drawings and instruction manual etc. in accordance with the distribution schedule attached:

- (i) Erection drawing along with reproduction print.
- (ii) Instruction books, for proper erection and assembly of all equipment and necessary instructions for checking, and recording proper assembly of the plant.
- (iii) Instruction sheets for proper balancing alignment, adjustment, checking, calibration as may be necessary.
- (iv) Descriptive literature and drawings to illustrate the working principles method of assembly and dismantling.
- (v) Operation and maintenance manual.

1.14 **SPARE PARTS AND TOOLS:**

- 1.14.1 The contractor shall furnish eight (8) sets of spare parts hand books with details and diagrams wherever necessary. The contractor shall recommend separately along with the bid, the spare parts required for three (3) years satisfactory operation and maintenance of the offered equipment together with item wise price and should furnish the manufacturing drawings of the spare parts, which the particular company is not manufacturing. The contractor shall also recommend with item wise prices separately along with this price, spare parts required for five (5) years satisfactory operation and maintenance of the offered equipment parts requiring frequent replacement shall be listed separately from parts, required for ensuring reliability in unforeseen emergencies. The list shall be accompanied with full position indicating the reduction from the stock list price if these spares are ordered at one time.
- 1.14.2 The contractor shall also indicate facilities existing or under planning to ensure the ready availability of spare parts other than those already being manufactured indigenously.
- 1.14.3 The contractor shall be responsible for the subsequent availability of spares to ensure continued trouble free service.
- 1.14.4 In the event of an order, the contractor shall guarantee that spare parts for the equipment will be made available as and when required by the purchaser on the following terms: -
- (a) The contractor shall guarantee that he will supply spare if and when required on an agreed basis for the life time of the plant. The agreed basis shall be a discount to be stated in the bid over the published catalogue prices at the time of supply of the spare parts.
 - (b) The contractor shall warrant that before going out of production of the spare parts he will give adequate advance notice to the purchaser so that the latter may order his requirement of spares in one lot, if he so likes.
 - (c) The contractor shall further guarantee that if he goes out of production of spare parts then he will make available blue prints, drawings of spare parts and specification of material at no cost to the purchaser, if and when required in connection with the equipment to enable the purchaser to fabricate or procure spare parts from either sources.
- 1.14.5 One complete set of maintenance tools and tackles required for complete assembly dismantling and maintenance of equipment shall be quoted separately giving the item wise prices.
- 1.14.6 All tools shall be of best quality and specially protected against rusting in tropical climate. The tools shall be furnished neatly arranged in special portable tool

cabinets. An item wise price list shall be furnished with the bid of the recommended erection tools and tackles.

1.15 INTERCHANGEABILITY OF PARTS:

All parts shall be made accurately to standard gauges so as to facilitate replacement and repairs. All corresponding parts of similar apparatus including the spare parts shall be interchangeable.

1.16 SPECIAL TOOLS AND TACKLES:

1.16.1 The bidder shall furnish to the purchaser a complete and unused set of all special tools, tackles which are necessary or convenient for erection, commissioning, maintenance and overhauling of any of the equipment covered under the specification.

1.16.2 The tool shall be despatched in separate package clearly marked with the name of the equipment for which they are intended.

1.16.3 The bidder shall clearly indicate separately in his' bid item wise quotation of the list of tools he proposes to furnish.

1.17 MATERIALS AND WORKMANSHIP:

1.17.1 All materials used in the construction of the equipment shall be originally new and unused and will comply with the standards and codes specified above and shall be selected from the best available considering strength, durability and best engineering practice, it will not deteriorate or distort under the prevailing extremes of atmospheric conditions. The workmanship and design shall be in accordance with the best engineering practice and shall be such as have been proved suitable for the intended purpose and for giving satisfactory performance under the prevailing climatic conditions and proposed system of supply. Liberal factors of safety shall be used throughout the design and special consideration shall be given on parts subject to alternating stresses or shocks or most severe operating conditions.

1.17.2 MINOR ACCESSORIES FITTINGS:

The contractor shall supply all such minor accessories, fittings, apparatus required for the completion of the supply which have not been specifically mentioned in this specification or bid offer but which are usual or necessary for the equipment.

1.17.3 PATENT AND RIGHTS:

The supplier shall give indemnity and keep. indemnified the purchaser against liability of any kind, including the cost and expenses for the order on account of any copyright and / or secret or process(es) adopted by the supplier including their use by the purchaser.

1.18 REPLACEMENT OF DEFECTIVE WORK FOR MATERIALS :

If during the progress of the work, the Engineer decides and notify in writing to the contractor that the contractor has executed any unsound or imperfect work or has supplied any plant inferior in quality to that specified, the contractor on receiving details of such defects or deficiency shall at his own expense, within such time as may be reasonably necessary for making it good, proceed to reconstruct or remove such work or supply fresh material up to the standard of the specification and in case the contractor fails to do so, the purchaser may on giving the contractor seven days' notice in writing of his intention to do so proceed to remove the work complained if and, at the cost of the contractor, perform all such work of supply all such material provided that nothing in this clause shall be deemed to deprive the purchaser or effect any right under the contract, which he may otherwise have in respect of such defects or deficiencies.

1.19 NAME PLATES AND MARKING OF PARTS:

1.19.1 All equipment shall have metal name plates fixed in suitable position with full particulars engraved thereon.

1.19.2 In order to facilitate identification the parts of the equipment shall be suitably marked.

1.20 PAINTING:

- 1.20.1 All surfaces interior and exterior of the equipment shall be shot blasted to remove all rust, scale, grease or other adhering foreign matter. Surface shall be painted inside and outside with two (2) coat of high quality approved primers and two (2) coats of finish paint in approved colour.
- 1.20.2 All metal parts not accessible for painting shall be made of corrosion resisting metal. All finished surface subject to list, shall be coated with a suitable rust preventive compound. Surface shall be putty filled and rubbed down to ensure first quality glossy finish.
- 1.20.3 Paints shall be carefully selected to withstand tropical heat and extremes of weather specified herein. It shall not scale off or crinkle or be removed by abrasion in handling.
- 1.20.4 The contractor shall also supply adequate quantities of varnish etc. for the use of finishing coat and for touching up any scratches during transport, handling, erection, testing and commissioning.

1.21 POWER TO VARY OR OMIT WORK:

- 1.21.1 No alterations, amendments, omissions, additions, suspensions or variations of the plant or work hereinafter referred to as variations under the contract as shown in the contract drawing or the specification shall be made by the contractor except as directed in writing by the Engineer but the Engineer shall have full power, subject to the provision hereinafter contained from time to time during the execution of the contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract and the contractor shall carry out such variations and shall be bound by the same conditions as far as applicable as though the said variations occurred in the contract.
- 1.21.2 If any suggested variation would, in the opinion of the contractor if carried out prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not the same shall be carried out and if the Engineer confirms his instructions the contractual obligations and guarantee shall be modified to such extent as may be justified.
- 1.21.3 The difference of cost, (if any) occasioned by such variation shall be added to or deducted from the contract prices as the case may require. The amount of such difference, if any shall be ascertained and determined in accordance with the rates specified in the schedules of prices so far as the same may be applicable and where the rates are not contained in the said schedules or are not applicable, they shall be settled by the Engineer and contractor jointly, as far as possible for such variation carried out provided that the purchaser shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the payment of the same shall have been given in writing by the Engineer.
- 1.21.4 In every case, in which the contractor has received instructions from the Engineer for carrying out any work which either then or later will in the opinion of the contractor involve a claim for additional payment for extra work or for extra materials, the contractor shall as soon as reasonably possible after receipt of such instructions inform the Engineer to that effect. But the purchaser shall not be liable for payment of any charge in respect of any such variation unless instructions for making the same have been given in writing by the Engineer after receipt of such information from the contractor.
- 1.21.5 In case the Engineer refuses to admit that any variation directed by him involves extra work or extra materials entitling the contractor to claim extra payment, the contractor shall nevertheless if so required by the Engineer carry out the same and matter in difference shall be decided by purchaser.
- 1.21.6 In the event of the Engineer requiring any variations such reasonable and proper notice shall be given to the contractor as will enable him to make his arrangement accordingly and in case where goods or materials have already been prepared or any

designs, drawings or pattern have been made or work done that required to be altered, a reasonable sum in respect thereof shall be allowed by the Engineer provided that no such variation shall, except with the consent in writing of the contractor be such as will involve a net increase or decrease of the total price payable under the contract by more than 10(Ten) percent thereof.

1.22 PROGRESS REPORT AND PHOTOGRAPHS:

- 1.22.1 The contractor shall furnish six (6) prints each of photographs of progress of the work done in his workshop. Photographs shall be taken when and where indicated by the Engineer or his representatives. Photographs shall be approximately 8 inches by 10 inches in size, including margin on one 10 inches side for binding, adequate number of photographs shall be submitted indicating various stages of manufacture. Each photograph shall contain the date, the name of the contractor and the title of the view taken.
- 1.22.2 Monthly progress report shall be submitted. The progress report shall be submitted in such a form as may be required by the purchaser. These shall detail the status of design, procurement of raw material, approval of contractor's drawings, manufacture of the equipment and statement showing position of payment. Further, the following information should be incorporated: -
- (a) The contractor shall attach a proposed bar or PERT CHART indicating from the date of issue of purchase order, time required for the following: -
 - (i) Commencement and completion of all engineering and design works including (2) two weeks for consulting engineers & comments.
 - (ii) Procurement of all raw materials showing placing of all raw material indents, processing, expected dispatch and receipt at his works.
 - (iii) Commencement & completion of all sub-contracts indicating expected manufacture and shipment time upto receipt at his works.
 - (iv) Manufacturing components and sub-assemblies.
 - (v) Assembling, testing, dispatch and receipt at site. allowing two (2) weeks for the purchaser's inspection and minimum three (3) weeks for transportation to site.
 - (vi) An overall 'Force Majeure' or unforeseen conditions causes delay of not more than 120 days.

1.23 DELIVERY AND TIME FOR COMPLETION:

- (a) The part of delivery as mentioned in the purchase order should be strictly adhered to by the supplier. The date for the purpose of reckoning the delivery to the consignees in case of despatch by Railway shall be the date of R/R. In case however, if the despatches are effected by way of road transport, the date of GTR shall be reckoned as date of delivery for the purpose of calculation of penalty for delay in delivery provided that the material is received within 10 days from the date of GTR in respect of despatches made from outside the State and within 3 days from the date of GTR in respect of despatches made from within the State. Beyond this period, the date of receipt of the material by the Consignee at his Stores shall be the date of delivery. Any equipment is considered to have been delivered only when all the components are also delivered in full. If certain parts are omitted to be delivered in time so as to make the unit not fit for being put into use the whole unit of the equipment will be considered as delayed till the time missing parts are also delivered.
- (b) The purchaser reserves the right to defer the delivery period as indicated in the purchase order. However the material already manufactured should be accepted. The period during which the supplies have been so deferred shall not be reckoned as delay in delivery in terms of clause 'Delay in Delivery'.

1.24 DELAY IN DELIVERY:

- (a) The time for and date of delivery specified shall be deemed to be the essence of the contract and supplies shall have to be completed not later than the date (s) specified.

Should the supplier failed to deliver the material/ equipment or any part thereof within the specific delivery period, the Purchase Officer shall be entitled for the following:

- (i) To effect recovery in case of orders placed by Procurement Wing or project related orders placed by Contract Wing for delay in delivery/ execution @ ½ % per week or part thereof for first 4 weeks and thereafter 1 % per week or part thereof subject to a maximum of 10%. In case of orders placed by other Wings of RVPN, recovery shall be effected for delay in delivery/execution @ ½ % per week or part thereof subject to a maximum of 10% of delayed / un executed supply/works. The amount of recoveries will be worked out on the basis of applicable ex-works price. The above recoveries will be recovered with applicable GST. In cases where Ex-works prices have not been indicated, then the recovery shall be worked out on the basis of prices as shown in the purchase order. The extent of delay beyond 15 days' notice for inspection shall be to the purchaser's account.
- (ii) In case the supplier fails to deliver the material/ equipment or any part thereof even after 6 months of expiry of schedule delivery period for the total ordered quantity , the order will be cancelled with levy of the maximum penalty as per contract and business relations severed for a period of two years .
- (b) The adjustment in regard to the amount recoverable, if any, in terms of para 1.24(a) shall be made from the cash deposits/dues of the firm or by operating the Bank Guarantees as may be available with the Nigam and/or in any other manner as may be deemed appropriate by the purchaser.
- (c) Any financial liability i.e. increase in rate of GST, cost of raw material, freight charges, Insurance tariff etc. arising consequent upon failure of the supplier to adhere to the stipulated delivery schedule shall be to his (Supplier's) account.

1.25 FORCE MAJEURE CONDITIONS:

If at any time during the currency of the contract the performance in whole or in part be prevented or delayed by reason of any war hostility acts of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as 'Events') then provided Notice and adequate proof of the production/ despatch having suffered on account of these events, is given within 21 days from the date of occurrence thereof the provision of sub paras (a), (b) and (c) of clause 1.24 shall not be invoked by the purchaser provided further that the deliveries under the contract shall be resumed, as soon as practicable after such event (s) has ceased to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that in case the strike / lockout prolongs beyond a period of thirty days, the supplier shall immediately inform about to the purchaser in which case the purchaser reserves the right to procure the material /equipment on order or part thereof from any other source at the risk and cost of the supplier.

1.26 SUSPENSION OF WORKS:

The purchaser shall not be liable to pay the contractor any compensation whatsoever arising from suspension or for idle labour.

1.27 INSPECTION AND TESTING:

1.27.1 The Engineer and his duly authorised representative shall have at all reasonable times access to the contractors premises of works and shall have the power at all reasonable time to inspect drawing of any portion of the work or examine the materials and workmanship of the plant, if being manufactured on other premises, the contractor shall obtain for the Engineer and for his duly authorised representative permission to inspect it as if the plant was manufactured on the contractor's own premises.

1.27.2 The Engineer shall on giving seven days, notice in writing to the contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject any drawing and' all or any plant, or workmanship connected with

- such work which in his opinion are not in accordance with the contract or are in his opinion, defective for any reason whatsoever.
- 1.27.3 The bidder shall state in his bid the places of manufacture, testing and inspection of various equipment offered by him. Unless specifically provided otherwise, all tests shall be made at the contractor's works before shipment.
- 1.27.4 (A) The supplier shall intimate atleast 15 days in advance through notice(s) about the readiness of material for despatch, commensurate with specific delivery schedule so as to enable the purchaser to depute his representative for inspection, testing and checking of the material/ equipment. For this purpose, the date of receipt of the letter in the office of the purchasing authority shall be deemed as the date of call for inspection and not the date mentioned in the letter and the date of despatch. In case, material/equipment is not found ready by the representative of the purchaser deputed for inspection to the extent of the quantity indicated in the inspection call with tolerance of (+/-) 10% or if the inspection is not got carried out by any reason(s) on account of the supplier, an amount of Rs.1500/- only with applicable GST for the supplier's work located in Rajasthan and an amount of Rs.5000/- only with applicable GST for the supplier's works located outside Rajasthan will become payable by the supplier on this account to the Accounts Officer (P&C-I), RVPN, Jaipur. The supplier will deposit the amount with the Accounts Officer (P&C-I), RVPN, Jaipur immediately under intimation to the purchasing authority, failing which the subsequent call for inspection shall not be entertained.
- 1.27.4 (B) The material/equipment shall be offered duly packed so as to enable the inspecting officer to seal.
- 1.27.5 In all cases where the contract provides for tests, whether at the premises of works of the contractor or any sub-contractor, test at site the contractor except where otherwise specified shall provide free of charge to the purchaser, such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded to carry out efficiently such tests of the plant, in accordance with the contract and shall give facilities to the Engineer or his authorised representative to accomplish such testing.
- 1.27.6 The purchaser reserves to himself the right of having any inspection or special test of a reasonable nature at contractor's premises or at sites in addition to those prescribed in applicable standards and the enclosed technical specification.
- 1.27.7 When the tests have been satisfactorily completed at the contractor's or sub-contractor's works the Engineer shall issue a certificate to that effect but if the tests were not witnessed by the Engineer or his representative, the certificate would be issued after the receipt of test certificate by the Engineer. No plant shall be shipped before such a certificate has been issued. The satisfactory completion of these tests or the issue of this certificate, shall not bind the purchaser to accept the plant, should it on further tests after erection, be found not to comply with the contract.
- 1.27.8 The authorised representative of the purchaser shall have at all reasonable times access to the works and premises of the supplier and / or his associates if any, and shall be free to inspect the works, examine and test the product(s) including raw material used and the workmanship employed during / after manufacture.
- 1.27.9 The supplier shall also furnish the latest calibration certificate of the testing instruments / equipment used for the testing of the materials / equipments as covered in the purchase order to the inspecting officer. The testing instruments / machines should be got calibrated by the supplier from time to time from the manufacture of the testing instruments or any Govt. recognised testing laboratory. The calibration certificate should not in any case be older than one- year at the time of presenting the same to the Inspecting Officer. In case however, the supplier fails to comply with the conditions as aforesaid, a certificate in writing of the inspector / representative of the purchaser that the supplier has failed to provide the facilities shall be conclusive.
- 1.27.10 Unless the inspection is specifically waived no material shall be despatched without inspection and clearance for despatch by the purchaser's representative.

- 1.27.11 The purchaser reserves the right to reject all or any part of the material being manufactured or awaiting despatch, due to any defect or deviations from the standard specifications prescribed as observed during the Inspection. In case of any dispute / difference in this regard the decision of the Chief Engineer (Proc.) shall be final and binding.
- 1.27.12 The purchaser also reserves the right to get the material/equipment tested in any recognised Government Laboratory & claiming any compensation or rejecting the material/equipment, if not found in accordance with the specification. All charges consequent to such rejection and replacement / rectification shall be borne by the supplier.
- 1.28 TEST CERTIFICATE :**
- 1.28.1 Duly signed and sealed copies of the latest type test certificate from any NABL/ILAC-MRA accredited Laboratory, for all the type tests wherever prescribed in the relevant latest addition of ISS (as applicable) shall be furnished alongwith the bid.
- 1.28.2 In case of any specific alternative requirement of type tests, the same shall be furnished as per Volume -II.
- 1.28.3 The bid not accompanied by the type test certificate in terms of para 1.28.1 above, are liable to be ignored.
- 1.28.4 The supplier shall be required to furnish the routine/ manufacturer(s) factory test certificate(s) for the tests carried out during manufacture in accordance with the relevant standard specifications.
- 1.29 ACCEPTANCE OF PLANT FOR DESPATCH:**
- When all tests to be performed in the contractor's or sub-contractor's premises, under the terms of this contract, have been successfully carried out, and test report approved, the dispatch instructions will be given by the Engineer to the contractor for immediate despatch and will not unreasonably be withheld.
- 1.30 PACKING AND MARKING:**
- 1.30.1 The equipment with its accessories shall be packed in accordance with the manufacturer's standard practice in suitable sizes of packing cases worthy of Rail/Road Transport and will be marked legibly to avoid any possibility of goods being lost or wrongly despatched elsewhere on account of faulty marking, it must be ensured that no damage is caused to the equipment as a result of defective packing.
- 1.30.2 Any equipment or part thereof, that develops defects not disclosed prior to the final acceptance by the purchaser but are disclosed within one year after the material is placed in service or within 18 months from the date of receipt of the last consignment, whichever is earlier shall be promptly replaced by supplier free of charge and all expenses for the transportation and other incidental charges for such replacement shall be borne by the supplier.
- 1.30.3 The contract shall include and provide for securely protecting and packing the plant so as to avoid loss or damage during transport by Sea, Rail and Road.
- 1.30.4 All packing shall allow for easy removal and checking at site, whenever necessary, proper arrangements for attachings, lugs for lifting shall be provided and all packages shall be clearly marked with signs showing up and down side of boxes and handling and unpacking instructions as considered necessary. Special precaution shall be taken to prevent rusting of steel and iron parts during transit by sea, gas seals or other methods proposed to be adopted for protection against moisture during transit shall be subject to the prior approval of the Engineer.
- 1.30.5 The cases containing easily damageable material shall be very carefully packed and marked with appropriate caution symbols i.e. FRAGILE, HANDLE WITH CARE, USE NO HOOK, ETC.
- 1.30.6 Each bale or package delivered under the contract shall be marked by and at the expense of the contractor and such marking must be distinct (all previous irrelevant marking being carefully obliterated). Such marking shall show the description and

- quantity of contents, the name of the consignee and address, the gross weight of the package, the name of the contractor with a distinctive number of mark sufficient for purpose of identification. All marking shall be carried out with such materials as to ensure quickness of drying, fastness and indelibility.
- 1.30.7 Each bale or package shall contain a packing note quoting specifically the name of the contractor, the number and date of contract or order and the name of the office placing the contract, nomenclature of the stores and include a schedule of parts for each complete equipment giving the parts Nos. with reference to the assembly drawing & the quantity of each part, drawing numbers and tag numbers. The gross and net weight of each package shall be clearly marked on it.
- 1.30.8 The shipment dimensions of each package shall not exceed the maximum dimensions for a package which can be accepted for transport over the broad gauge system of Indian Railways.
- 1.30.9 After delivery of the material at site, all packing shall become the property of the purchaser.
- 1.30.10 Notwithstanding anything stated in this clause the contractor shall be entirely responsible for any loss, damage or depreciation of the material to the stores due to improper and insecure packing.

1.31 DESPATCHES:

(A) DESPATCH OF INDIGENOUS PLANT

- 1.31.1 Equipment / material shall be despatched at the consignee stores anywhere in Rajasthan as per despatch instructions (if any shall be issued by the Engineer) as per clause 1.29.
- 1.31.2 Notification of delivery or despatch in regard to each and every consignment shall be made to the purchaser immediately after despatch or delivery. The supplier shall further supply to the consignee a priced invoice and packing account of all stores, delivered or despatched by him. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing account and full details of the contents of package and quantity of material shall be given.
- 1.31.3 A list in duplicate containing details of equipment verification at site shall also be placed inside each package and shall correspond with the advice note.

(B) SHIPMENT OF IMPORTED PLANT:

- 1.31.4 The contractor shall advise the purchaser, the C.I.F. value of each consignment as soon as the goods are ready for shipment. The contractor shall ship the equipment on behalf of the purchaser as far as possible on board, a vessel belonging to an Indian shipping line. In the event of such a course being likely to lead to serious delay, shipment may be effected by the first available vessel belonging to any other shipping line provided the freight rates charged are not higher than the conference rates applicable to the shipping route at the time of shipment and all rebates and refunds available for Government consignments are duly taken into account. In either case the contractor shall be responsible for the correct appraisal of freight rates (structural or machinery as the case may) weight and volumes. In no case will the purchaser be liable to pay any warehouse wharfage charges.
- 1.31.5 In the event of the shipment being effected through any of the Indian shipping companies, the freight charges shall be paid by the purchaser direct to the company in India but in case the shipment is effected through any other shipping line, the freight charges shall have to be prepaid by the contractor on behalf of the purchaser. This amount shall be reimbursed to the contractor against invoice duly supported by original voucher from the shipping companies in quadruplicate.
- 1.31.6 Shipping document shall be made available at least two (2) weeks in advance of the arrival of the vessel at the port entry. They shall not be forwarded through a bank necessitating payment before the documents are surrendered by the purchaser. Documents forwarded in this manner will not be collected by the purchaser. Any

- claim, demurrage etc. arising from delay in collecting shipment documents from the bank shall be payable by the contractor.
- 1.31.7 After shipment is effected, the following documents shall be forwarded direct to the purchaser by the first and second registered airmail:
 (a) Bill of loading in original and to non-negotiable copies.
 (b) F.O.B. invoices in six triplicate for customs purchase.
 (c) Packing list in six duplicate.
 (d) Certificate of original in triplicate.
 (e) Acceptance Certificate by the purchaser in triplicate.
- 1.31.8 When the equipment is imported, the manufacturer is to intimate atleast two (2) months in advance the size of over dimensioned packages to enable Nigam for arranging special wagons and obtaining railway permission including arrangement of special handling equipment.

1.32 INSURANCE:

- 1.32.1 On receipt of an order the supplier shall be required to get' material / equipment fully insured from General Insurance Corporation of India or any other insurance company against loss, damage and / or pilferage in transit, from the place of despatch to the destination and for a further period of thirty (30) days towards storage after receipt of material / equipment at destination. The insurance could be done through the underwriters by the supplier provided that the charges are lower than those of Insurance Companies.
- 1.32.2 The supplier shall be responsible for safe arrival at destination and receipt of the material/equipment by the consignee (s).
- 1.32.3 In case of any loss / damage / pilferage, etc. the supplier shall replace free of cost such missing /damaged or lost material on receipt of the report thereof from the consignee(s). Such reports shall be made to the supplier by the consignee(s) within a period of thirty (30) days from the date of receipt of each consignment by him / them.
- 1.32.4 The replacement of shortages / damages / losses shall be despatched or defects rectified at the consignee (s) stores within a period of thirty (30) days or mutually agreed period from the date of such report failing which the purchaser reserves the right to forfeit security deposit and / or operate the performance security if any, and / or take any other appropriate action as may be expedient.
- 1.32.5 The defective damaged material/equipment shall be returned to the supplier at his cost only after replacement thereof have been arranged to the satisfaction of the consignee(s) / purchaser.
- 1.32.6 In case, the damaged / defective material/equipment or part thereof warrants return to the supplier's work for necessary rectification, the supplier may be required to furnish a bank guarantee from any scheduled bank equivalent to the value of such material plus taxes as claimed by the supplier and the amount already paid for. The period for return of rectified material/equipment as well as validity of the bank guarantee, shall be as mutually agreed upon and any time taken beyond the aforesaid period shall be treated as delay in delivery in terms of clause No.1 .24 of this specification.
- 1.32.7 If the supplier /contractor has not incurred the cost towards insurance charges, the payment towards insurance charges will not be paid.

1.33 DELIVERY, CUSTOMS, OCTROI, DUTIES ETC. :

- 1.33.1 The period of delivery will be a factor in deciding the award of the contract and timely delivery to meet the schedules is of vital importance.
- 1.33.2 The contract prices shall include the cost of delivering the whole of the equipment F.O.R. consignee /railway station / siding, inclusive of packing anywhere in Rajasthan.
- 1.33.3 The contract prices shall include all incidental and statutory charges, loading and unloading, freight, customs, duty clearance, octroi, terminal taxes, corporation and municipal taxes(if any) leviable at destination.

1.33.4 GOODS AND SERVICE TAX (IGST/CGST & SGST):

The payment of Goods and Service Tax (IGST/CGST & SGST) shall be made only on furnishing the following certificate which may be affixed on the bills preferred or the material supplied

Goods and Service Tax (IGST/CGST & SGST) Certificate

- (i) Certified that the goods on which GST (IGST/CGST & SGST) has been charged have not been exempted under the applicable GST law and that the charges on account of GST on these goods are correct under the provisions of the relevant act or the rules made there under and the GST has been deposited by us to the related authority. Nigam will not be responsible for the payment of GST to the related authority.
- (ii) Certified further that we _____ are registered under GST as dealers in the state of _____ under registration No. _____ for the purpose of GST (IGST/CGST & SGST).

1.34 TESTS AT SITE:

- 1.34.1 In all cases where the contract provides for tests at the site, the contractor except where otherwise specified, shall provide free of charge such labour materials, electricity, fuel, water stores, apparatus and instruments as may be required from time to time as may reasonably be demanded to carryout efficiently such tests of the material or workmanship in accordance with the contract.
- 1.34.2 In case of contractor requiring electricity for test at site, such electricity shall be supplied to the contractor in the convenient form available, on payment, except specifically exempted
- 1.34.3 Purchaser reserves the right to carry out any site tests he may decide upon at his own expenses. In case equipment / material is not found as per purchase order all expenses incurred during the testing will be to supplier's account and material shall be replaced by supplier at site free of cost.

1.35 TEST ON COMPLETION:

Where possible all tests shall be carried out before shipment should however, if become necessary for the final tests as to performance and guarantees to be held over until the plant is erected at site, they shall be carried out in the presence of the contractor's representative within such time as may be considered reasonable by the purchaser. If equipment fails to meet guarantees, the contractor shall make necessary changes and corrections and assure full responsibility and take necessary steps to ensure compliance by the equipment of the prescribed guarantees within two (2) months from the date of notification or within such reasonable time as may be decided by the purchaser. If however the defect is of the contractor, he shall repay to the purchaser all reasonable expenses which he may put by such retests over and above the rejection of defective plant as stated hereunder.

1.36 REJECTION OF DEFECTIVE PLANT:

- 1.36.1 If the complete plant or any portion thereof, before it is taken over is found defective or fails to fulfill the requirements of the contract, the Engineer shall give the contractor, the particulars of such defects or failure and the contractor shall forthwith make the defective plant good or after the same, make it comply with the requirements of the contract. Should he fail to do so within a reasonable time, purchaser may reject and replace at the cost of the contractor, the whole or any portion of the plant, as the case may be, which is defective or fail to fulfill the requirement of the contract. Such replacement shall be carried out by the purchaser within a reasonable time and at a reasonable price and where reasonably possible to the same specification and under competitive conditions. In case of such replacement by the purchaser, the contractor shall be liable to pay to the purchaser, the extra cost if any of such replacement delivered and / or erected as provided for the original contract, such extra cost being the ascertained difference between the price paid by purchaser under the provisions above mentioned, for such replacement and the contract price for the plant so replaced and also to repay the

sum paid by the purchaser to the contractor in respect of such defective plant. The purchaser shall have the right to operate any and all equipment as soon as and as long as it is in operating conditions, whether or not such equipment has been accepted and complete and satisfactory, except that this shall not be constructed to permit operation of any equipment which may become damaged by such operation before any required alterations or repairs have been made. All repair and alterations required of the contract shall be made by the contractor at such times as directed and in such manner as will cause the minimum interruption in the use of the equipment by the purchaser. If the contractor does not so, replace the rejected plant within a reasonable time the contractor's full and extreme liability under this clause will be satisfied by the repayment of all money paid by the purchaser to him in respect of such plant.

- 1.36.2 In the event of such rejection the purchaser shall be entitled to the use of the plant in a reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement plant. During the period the rejected plant is used commercially, the contractor shall not be entitled to a sum as payment of such use.
- 1.36.3 Nothing in this clause shall be deemed to deprive the purchaser for or affect any rights under the contract which he may otherwise have in respect of such defects of deficiencies or in any way relieve the contractor from his obligation under the contract.

1.37 LATENT DEFECTS:

- 1.37.1 Any equipment or part thereof that develop defects not disclosed prior to the final acceptance by the purchaser or they are in service upto stipulated guarantee period, shall be promptly replaced by the supplier free of charge and all expenses, transportation and other incidental charges for such replacement shall be borne by the supplier.

1.38 TAKING OVER:

- 1.38.1 Where the specification calls for performance tests before shipment and which have been successfully carried out, the plant shall be accepted and taken over when it has been satisfactorily put into operation on site or within one (1) month of its being ready to be put into operation whichever shall be earlier and the Engineer shall forthwith issue a taking over certificate.
- 1.38.2 In the event of final, any outstanding tests being held over until the plant is erected, such taking over certificate shall be issued subject to the results of such final or outstanding tests to be carried out in accordance with clause 1.35.
- 1.38.3 When the specification calls for tests on site, the plant shall be taken over and the taking over certificate is issued immediately after such tests have been satisfactorily carried out.
- 1.38.4 If for any reason other than the default of the contractor such last mentioned tests on site are not carried out with in one (1) month of notice by the contractor to the purchaser, of the plant being ready for test, the plant shall be deemed to have been taken over as on the last day of such period and payments due to the contractor on taking over shall be made, but nevertheless, the contractor shall if called upon to do so by the purchaser, at the purchaser's expense make the said tests during the maintenance period and accept as aforesaid under the same obligation as specified in clause 1.35.
- 1.38.5 The Engineer shall not delay the issue of any taking over certificate contemplated by this clause on account of minor deficiencies of material or defects in the plant which do not materially effect the commercially safe and efficient use thereof, provided that the contractor shall undertake to make good the same in due course.
- 1.38.6 Such certificate, however, shall be deemed to be on account and shall in no way release the contractor from his liabilities and responsibilities in respect of such plant including the satisfactory performance of the test on completion.

1.39 LIABILITY FOR ACCIDENTS AND DAMAGES:

- 1.39.1 The contractor shall be responsible for loss, damage or depreciation of the plant until the same is taken over under clause 1.38 or is deemed under that clause to have been taken over provided always that the contractor shall not be responsible for any such loss, damage and depreciation occurring during such period that the plant is operated by the purchaser's staff prior to being taken over in accordance with clause 1.38.
- 1.39.2 Until the plant is taken over or is deemed to have been taken over as aforesaid, the contractor shall also be liable for and shall indemnify the purchaser in respect of all injury to person or damage to property resulting from the negligence of the contractor or his workman or sub-contractor or from defective design or work but not from any other cause.
- 1.39.3 Provided that the contractor shall not be liable for any loss of contract or any other claim made against the purchaser not already provided for in the contract, not for any injury or damage caused by or arising from the acts of the purchaser or of any other person due to circumstances over which the contractor has no control, he shall bear his total liability for loss, damage or injury under this clause exceed the total value of the contract.
- 1.39.4 The contractor will indemnify and save the purchaser harmless against all actions, suits, claims, demands, costs or expenses arising in connection with injuries (other than such as may be attributable to the purchaser or his employees) suffered prior to the date when the plant shall have been taken over under clause 1.38 hereof by person employed by the contractor or his sub-contractor on the work, whether at common law or under the Workmen's Compensation Act, 1923, or any other statute in force at the date of contract relating to the question of liability of employees for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurance to cover such indemnity.

1.40 MAINTENANCE AND GUARANTEE:

- 1.40.1 Whether or not the equipment has been installed under his supervision, the contractor shall give the following guarantees in respect of the equipment to be furnished by him :-
- (a) All equipment shall be free from any defect due to faulty design, material and/or workmanship;
 - (b) The equipment shall operate satisfactorily and reliably and the performance and efficiency of the equipment shall not be less than the respective guarantee values.
- 1.40.2 The contractor/supplier shall guarantee among other things the following:
- (i) Quality and strength of the material(s) used together with workmanship and finish corresponding to the most modern practice(s).
 - (ii) Safe electrical and mechanical stresses on all parts of the equipment under all specified conditions.
 - (iii) Performance figures in respect of guaranteed technical particulars as finally agreed upon.
 - (iv) Satisfactory performance of material/equipment during the guarantee period.
- Should the factory test(s) carried out at site arranged by the purchaser in exercising his option under clause No.1.27.12 on the material/ equipment/plant or part thereof for its/their operation under service conditions for a period of guarantee as specified, show that the material/ plant/ equipment does not meet these guarantees as aforesaid, it shall be optional for the purchaser to reject the material/ plant(s)/ equipment or part thereof and direct the supplier to at once rectify/ replace the material/ plant/ equipment so rejected so as to make it meet the guarantee of equipment, to the satisfaction of the purchaser. All expenses in this connection shall be borne by the supplier. The replacement/rectification carried out in accordance with clause No. 1.32 (4 to 6).

The performance period for the items indicated below shall be considered as indicated against each.

- i) Transformer (including station Transformer) and Control & Relay Panels: 36 months from the date of supply of last consignment or 30 months from the date of commissioning whichever is earlier.
- ii) Capacitor Banks, Battery set & CVT: 60 months from the date of supply of last consignment.
- iii) Battery charger, LT Panel, DC control & distribution board: 24 months from the date of supply of last consignment.
- iv) Testing and measuring Instruments: 24 months from the date of supply of last consignment.
- v) Other Items: 18 months from the date of supply of last consignment or 12 months from the date of commissioning whichever is earlier unless otherwise specified.

1.41 **MODE OF GUARANTEE:**

1.41.1 In order to ensure compliance of the provisions contained in clause No.1.40 the contractor shall be required to furnish the following :-

1.41.2 (a) A manufacturer warrantee on the Rajasthan State Non-Judicial Stamp Paper for the value as required under the Rajasthan Stamp duty Act in the proforma prescribed. Such warrantee shall be attested either by a First Class Magistrate or by Notary Public.

1.41.2 (b) A performance security for an amount equivalent to the 5% (in case of established suppliers)/ 1% (In case of Micro, Small and Medium Scale Industries of Rajasthan)/ 2% (in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR))/ 10% (in case of others)of the contract value as the case may be with validity for a period of 60 (sixty) days beyond the guarantee period, specified in clause No.1.40.2 above, the date of completion of all contractual obligations of the bidder including warranty obligations and defect liability period. However, the contractor may adopt the option to withheld required amount in lieu of performance security from each bill on pro-rata/ proportionate basis.

The Departments/Boards of the State Government or central Government; Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; Company owned or controlled, directly or indirectly, by the Central Government, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or Autonomus bodies, Registered Societies, Cooperative Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government are exempted from furnishing of performance security, however they are required to furnish performance security declaration. In case of Micro, Small and Medium Scale Industries of Rajasthan the amount of performance security shall be 1 (one) percent, of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2(two) percent of the amount of supply order. The Micro, Small and Medium Scale Industries of Rajasthan and sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR) shall furnish self-attested documentary evidence to claim the above.

1.41.3 Performance security shall be furnished in any one of the following forms-

- (a) Bank Draft or Banker's Cheque of a scheduled bank payable in the name of Accounts Officer (P&C-I), RVPN Ltd., Jaipur payable at Jaipur;

- (b) National Savings Certificates and any other script/instrument under National Savings Schemes. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of Accounts Officer (P&C-I), RVPN Ltd., Jaipur with the approval of Head Post Master;
- (c) Bank guarantee/s in prescribed proforma of any scheduled bank in India on the Rajasthan State Non-Judicial Stamp Paper for the 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, shall be furnished
- (d) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of Accounts Officer (P&C-I), RVPN Ltd., Jaipur and discharged by the bidder in advance. The Fixed Deposit Receipt shall be accepted after ensuring that the bidder has furnished an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Accounts Officer (P&C-I), RVPN Ltd., Jaipur without requirement of consent of the bidder concerned.

In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

The supplier shall have to extend the validity period of the bank guarantee if required on intimation from the purchaser. Such bank guarantee should remain valid upto the last day of the calendar month and be furnished in whole rupees.

- 1.41.4 If for rectification or replacement of any part of equipment for work due to defective materials, manufacturer or design, the service of the contractor's personnel are requisitioned within the guarantee period, these services shall be made available free of any cost to purchaser.
- 1.41.5.1 If it becomes necessary for the contractor to replace or renew any defective parts of the plant under this clause, the provision of this clause shall apply to the parts of the plant so replaced or renewed until the confirmation of six (6) months from the date of such replacement or renewal or until the end of the guarantee period, specified in clause No.1.40.2 above, whichever may be later. If any defect is not remedied within a reasonable time, the purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other right which the purchaser may have against the contractor in respect of such defects.
- 1.41.5.2 In case of Transformer (including Station Transformer) and Control Relay panels:
 - (a) If it becomes necessary for the contractor to replace or renew any defective parts of the plant/equipment under this clause, the provision of this clause shall apply to the parts of the plant/equipment so replaced or renewed until the confirmation of six (6) months from the date of such replacement or renewal or until the end of the above mentioned period of thirty (30) months after commissioning whichever may be later.
 - (b) If it becomes necessary for the contractor to replace or renew of the failed plant/equipment under this clause the provision of this clause shall apply to the plant/equipment so replaced or renewed until the confirmation of eighteen (18) months from the date of such replacement or renewal or until the end of the above mentioned period of thirty (30) months after commissioning whichever may be later.
- 1.41.6 If the replacement or renewal are of such character as may effect the efficiency of the plant, the purchaser shall have the right to give to the contractor within one (1) month of such replacement or renewal, notice in writing that "tests on completion" be made in which case such tests shall be carried out as provided in clause 1.34 and 1.35 hereof the cost of the tests payable by either parties shall be mutually decided and the decision of the Chief Engineer (Proc.) shall be final and binding.

- 1.41.7 All replacement or renewals to be carried out by the contractor during the maintenance period shall be subject to such clause of these general conditions as may be considered reasonable by the Engineer.
- 1.41.8 Until the final certificate has been issued, the contractor shall have the right to entry at his own risk and expense by himself or his duly authorised representative whose name shall have previously been communicated in writing to the Engineer at all reasonable working hours upon necessary parts of the works for the purpose of inspecting the working and the records of the plant and taking notice there from any if he desires at his own expense making any tests, subject to the approval of the Engineer, that will not be unreasonably withheld.
- 1.41.9 The issue of Engineer's certificate referred to in clause 1.27.7 shall in no way exempt the contractor from the provisions of this clause.
- 1.41.10 At the end of the maintenance and guarantee period, the contractor's liability ceases. In respect of goods not covered by the first sentence of this clause, the purchaser shall be entitled to the benefit of any guarantee given to the contractor by the original supplier of manufacturer of such goods.
- 1.41.11 The contractor shall indemnify the purchaser against any infringement of patent rights.
- 1.41.12 If the supplier fails or neglect to observe or perform any of his obligation under the contract, it will be lawful for the purchaser to forfeit either in whole or in part in his absolute discretion the performance security furnished by the supplier.

1.42 PRICES AND TERMS OF PAYMENT:

- 1.42.1 The prices shall be quoted for supply and delivery of the stores/plant FOR destination. The prices shall be quoted in Indian Currency "Rupees only" on variable/firm basis.
- 1.42.2 In case of price variation clause quoted by the bidders the basic prices for materials and labour, and the alterations in the prices due to change in the price of basic material and labour shall be clearly stated in the bid. The bidder shall also state the official authority for the basis of raw materials and labour given in the bid and any alteration in the basic price should be based on such official authority's publication.
- 1.42.3 The price shall be quoted for plants of Indian manufacturer only, however if due to unavoidable reasons some imported components are required, the contractor/supplier shall indicate the foreign currency required for import of the components with CIF value, rate of customs duty and exchange.
- 1.42.4 The contractor/supplier shall be entitled to receive payment for imported materials at the exchange rate prescribed by Government of India at the time of bid.
- 1.42.5 Bill shall be presented by contractor/supplier for each item of work separately as per schedule of prices. Subject to any deduction which the purchaser may be authorised to make in accordance with the terms of the contract, the contractor shall on presentation of bills and the certificate of the Engineer, be entitled to payment generally as follows:
- (i) 95% payment of the cost of each consignment in case of established suppliers, 99% payment of the cost of each consignment in case of Micro, Small and Medium Scale Industries of Rajasthan, 98% payment in case of sick industries other than Small Scale Industries whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR) and 90% payment in case of others plus 100% taxes & duties, if payable extra, shall be made against receipted challans through Bank or directly.
 - (ii) The balance payment (5% / 1% / 2% / 10% as the case may be) after ascertaining satisfactory performance of the material/equipment for the guarantee period specified in clause No.1.40.2 above, subject to completion of the contractual formalities incorporated in the purchase order and after effecting recovery of all dues from the firm/contractor under the contract.
 - (iii) In case there is reason to believe that the suitability of supplies of stores can be determined by inspection of material after receipt of the same by the consignee without waiting for performance, the last balance payment (5% /

- 1% / 2% / 10% as the case may be) may be considered to be released after expiry of 30 days from receipt of material by consignee subject to completion of other contractual formalities. etc.
- (iv) In case the condition of the successful bidder for furnishing a performance security from a nationalized /scheduled bank has been accepted by the competent authority/committee, incorporation of furnishing performance security to the extent of 5% / 1% / 2% / 10% as the case may be of the contract value in the proforma as prescribed by the purchaser shall be made and in that case the balance 5% / 1% / 2% /10% payment can be considered for release earlier on completion of other contractual obligations/formalities incorporated in the purchase order.
- 1.42.6 The Bank commission charges, if any, shall be borne by the supplier.
- 1.42.7 In the event, if the request of the successful bidder for releasing 100% value of the equipment with full amount of taxes/duties etc. against presentation of receipted challans/RR/Goods/ transport receipt of Bank approved transporters through Bank or directly is accepted by the competent Purchase Authority/Committee, subject to furnishing of performance security in prescribed proforma for a value agreed to between the purchaser and the supplier, the terms of payment clause in the purchase order shall be incorporated accordingly.
- 1.42.8 Suitable provisions in the purchase order shall also be incorporated for the following:-
- (a) In the event of consignment/material for which advance payment has been made is found defective/damaged/not according to prescribed specification if any, the balance payment will be withheld until the defective material has been replaced or advance payment in respect thereof recovered in full.
- (b) In case any damage, shortage etc. are noticed on receipt of material by the consignee, claims shall be lodged by the consignee(s) with the supplier under intimation to the purchaser and the payments due or the bank guarantees shall not be released till the claims are satisfactorily settled by the supplier.
- (c) As the performance security is to remain valid for the entire currency of the contract including the currency of the contract guarantee period, the supplier should be asked to get validity of the Bank Guarantee suitably extended for the amount so as to safeguard the Nigam interest to cover any extension in the delivery period or warranty period agreed upon by purchasing authority/ committee or where any claim of the Nigam against him is still pending, it shall be responsibility of the concerned purchasing officer to ensure that the Bank Guarantee is got extended in time where any officer has been made responsible for the work of Bank Guarantees, it would be the responsibility of the concerned officer to ensure that the Bank Guarantee is got extended in time wherever warranted by circumstances.
- (d) In case of defects/damages etc. are noticed at any time including the guarantee period, claims shall be lodged with the supplier to make good the defects/damages or replace the material within the reasonable period preferably not exceeding 45 days from the date of notification of defect to the supplier. The supplier failing to do so, the damages/defects may be got rectified by the Nigam and the cost be adjusted from the supplier's pending dues and/ or security deposit against this or any other contract in force and the balance if any, be made good by the supplier.
Alternatively, the Nigam may dispose of the damaged/ defective material and set off the sale proceeds against its claim against the supplier.
- 1.42.9 MODE OF PAYMENT:**
The invoices shall be correctly prepared in quadruplicate in the name of consignee(s) and shall be submitted as under :-
- (i) The invoices shall be correctly prepared in six copies in the name of consignee and shall be submitted to the consignee, who will verify the copies of

invoices/challan in token of acceptance of material in good condition and as per the specification given in the purchase order. The consignee will retain one copy and endorse one copy each to supplier; Procurement wing and circle Accounts Officer. Remaining two copies of receipted challan & invoices (including original challan/ bill) will be forwarded to Sr. Accounts officer (CPC), RVPN, Jaipur for arranging the payment to the supplier.

- (ii) In case documents are to be sent through bank, the supplier shall be required to send the proforma invoice(s) for each consignment to the concerned Accounts Officer at least 7 days in advance of the date of the booking to enable him to arrange necessary funds.

Following documents shall be submitted along with the invoice(s)/ proforma invoice(s).

- (a) GST certificate as per Clause 1.33.4.
 - (b) A certificate regarding inspection in the following proforma:
Certified that the material/equipment covered by the proforma invoice have been inspected and cleared for despatch by the authorised representative of the purchaser (Inspector's clearance report be enclosed). The inspections for such items have been specifically waived by the purchaser Vide letter No. _____ dated _____.
 - (c) A certificate/undertaking to the effect that proof of GST (IGST/CGST & SGST) at actual has been claimed and other relevant documents for reimbursement of charges paid by the supplier on behalf of the purchaser, have been enclosed with the original invoice.
 - (d) Intimation about the despatch of material/equipment shall be given to the consignee(s) and the concerned Accounts Officer.
- (iii) The supplier shall intimate to the bank to convey the details of the consignment(s) to the concerned Accounts Officer.
- (iv) Unless otherwise mutually agreed upon, the R.R., shall be drawn in the name of the consignee(s) and shall be despatched immediately. Any demurrage/ wharfage charges leviable consequent upon failure of the supplier to adhere to any of the specified stipulation/ procedure shall be to his account.
- (v) In case of purchase cases for the supply of 220 kV/132 kV Towers
“For the purpose of payment the supply of tower material shall be regulated in the following sequence:
- i) Complete footing(stub and stub cleats)
 - ii) Complete super structures including extension & accessories.
- The Sr. Accounts Officer (CPC), shall make the payment of the consignments consisting of footing/ complete super structures/ combination of (i) or (ii) on receipt of physically verified challans along with a certificate of receipt of material in the form of completed towers from the consignee. The unloading & stacking of the tower material at the consignee's store will be arranged by the supplier at his cost and a certificate to this effect will be attached by the supplier along with the invoice indicating details of R/R(s)/GTR(s), Challan /invoice(s), if any, which constitutes to the completion of the quantity of the structures classified above.

1.42.10 The payment of material supplied shall be made by the Sr. Accounts Officer (CPC), RVPN, Jaipur and copy of Bill along with all required documents shall be sent to him.

- a. For claiming 100% payment , completion of following formalities are essential:
 - i) Execution of contract Agreement.
 - ii) Inspection Clearance.
 - iii) Dispatch Instructions.
 - iv) Acceptance of Performance Security.
 - vi) Furnishing of Manufacturer's Warranty on non-judicial stamp paper as per clause No. 1.41 of General Conditions of Contract.

- vii) Proof of Insurance as per clause No. 1.32 of General Conditions of Contract.
- b. If the firm supplying material to the purchaser or executing any works, obtain finance from the bank by way of discounting of the bills, in such cases purchaser shall not at all be responsible for arranging the payments to bank nor shall bear any liability towards the bank in such cases. This is to safeguard interest of the RVPN against the firms/ supplier taking advantage of bank finance.
- c. The 10% payment against the supply of quantities included in the last lot as per contractual delivery schedule be made after furnishing of the complete claim for price variation along with relevant documents by the firms & cleared by the purchaser.

1.43 DUE DATES OF PAYMENT:

Payment shall be due and payable by the purchaser in accordance with the provision of the contract within a, reasonable period from the date of receipt of each invoice by the supplier duly supported by a certificate of the Engineer. The purchaser will take all possible effort to make payment to the contractor within Thirty days. But in case of delay in payment the purchaser shall not be liable to pay any interest on the outstanding amount to the contractor.

1.44 DEDUCTION FROM CONTRACT PRICE:

All costs, damages or expenses which the purchaser may have paid under the contract, for which the contractor is liable, may be deducted by the purchaser from any money due or becoming due by him to the contractor under this or any other contract or may be recovered by suit or otherwise from the contractor. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the purchaser and set off against any claim of the purchaser for the payment of a sum of money arising out of or under any other contract made by the contractor with the purchaser.

1.44.1 The supplier shall be required to deposit the amount of recoveries finalized within a period of 30 days of receipt of intimation failing which the dues shall be recovered from the financial hold of the supplier available with the Nigam. In case, where the amount of recoveries against a firm or supplier exceed its financial hold, the Nigam will be at liberty to effect such recoveries out of the financial hold/ pending payments of the supplier available with other successor Companies of erstwhile RSEB.

1.45 CERTIFICATES OF ENGINEER AND CERTIFICATE NOT TO EFFECT THE RIGHTS OF THE PURCHASER OR THE CONTRACTOR:

1.45.1 Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in quadruplicate) setting forth in the order of schedule of prices, particulars of the work executed and of the plant supplied and or plant ready for dispatch to the date of claim and the certificates as to such plant and work as in the reasonable opinion of the Engineer in accordance with the contract shall ordinarily be issued within 13 days if possible or(for other than the first payment) within such time of the application for the same as is reasonably necessary for communication with the site.

1.45.2 The Engineer may make any correction or modification in any previous certificate which may have been issued by him and payment will be regulated and adjusted accordingly.

- (i) No certificate of the Engineer on account of any sum paid on account by the purchaser nor any extension of time granted under clause 1.22 shall effect or prejudice the rights of the purchaser against the contractor either under this agreement or under the law or relieve the contractor of his obligation for the due performance of the contract or be interpreted as approval of the work done or of the material supplied.

- (ii) No certificate of the Engineer shall create a liability for the purchaser to pay for any alteration, amendments, variation or additional work not ordered in writing by the Engineer or absolve the contractor of his liability for the payment of damaged whether due, ascertained or certified or any sum against the payment of which he is bound to indemnify the purchaser neither shall any such certificate nor the acceptance by him of any sum paid on account or otherwise effect or prejudice the rights of the contractor against the purchaser under the agreement under the law.

1.46 SUB LETTING OF CONTRACT:

The contractor shall not, without the consent in writing of purchaser, which shall not be unreasonably withheld, assign or sublet this contract or any substantial part thereof or entrust therein or benefit or advantage whatsoever other than for raw materials for minor detail or for any part of the work of which the makers are named in the contract provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

1.47 CORRESPONDANCE:

1.47.1 The purchaser/engineer/consulting engineer shall ordinarily correspond with the bidder/contractor at the address furnished by the bidder/ contractor. The bidder/contractor shall ordinarily address all correspondence intended for the purchase to the purchaser or representative who has invited bid at the address given in the bid notice.

1.47.2 All correspondence shall be furnished in duplicate and copies of all the correspondence shall also be endorsed in duplicate to the consulting engineer.

1.47.3 All correspondence pertaining to the purchase order in respect of any clarification required on the terms and conditions, dispatch instructions, contract drawing, test certificates, etc should be addressed to the purchaser.

1.48 CO-OPERATION WITH OTHER MANUFACTURERS AND CONSULTING ENGINEER:

1.48.1 The contractor shall fully co-operate with the purchaser's other contractors for associated plant and freely exchange all technical information with them to obtain the efficient and economical design to avoid unnecessary duplication of work or equivalent. No remuneration shall be payable by the purchaser for such technical co-operation.

1.48.2 The contractor shall also fully co-operate and carry out all reasonable direction of the purchaser's consulting engineer in technical matters but Nigam's engineer's decision shall be final. No remuneration shall be payable by the purchaser for such technical co-operation.

1.48.3 The contractor shall forward to the Engineer two (2) copies of all correspondence and drawings so exchanged with other contractors and the consulting Engineer for coordinating properly. The Engineer and the consulting Engineer shall be provided with two (2) copies each of all correspondence with other contractors.

1.48.4 If any part of the contractor's work depends for proper execution on the work of any other contractor, the contractor shall inspect and promptly report in writing to the Engineer any defects in such work that render it unsuitable for such proper execution and result. His failure to do so shall constitute an acceptance of other contractor's work as fit and proper for the execution of his work, except as to defects which may develop in the other contractor's work after the proper execution of his work.

1.49 ENGINEER'S DECISION:

1.49.1 In respect of all matters which are left to the decision of the Engineer or consulting Engineer as the case may be including the granting or withholding of certificates, the Engineer shall give in writing a decision thereon.

- 1.49.2 If the contractor neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable orders given to him in writing by the Engineer in connection with the work or contravene the provisions of contract, the purchaser may give notice in writing to the contractor calling upon him to make good the failure or neglect/ contravention complained of.
- 1.49.3 Should the contractor fail to comply with such notice within a period considered reasonable by the purchaser from the date of service thereof, in the case of being made good within the time otherwise within such time as may in the opinion of the purchaser be reasonably necessary for making it good, then and in such case the purchaser shall have the option and be at liberty to complete the work envisaged in the contract either by himself or his agents or may re-contract at reasonable price with any other person or persons to execute the same or any part thereof and provide any other materials, tools tackle or labour for the purpose of completing the works or any part thereof.
- In such event the purchaser shall without being unreasonable to the contractor, for fair wear and tear of the same be entitled to exercise and take possession and have free use of all materials, tackle or other things which may be on site for use at any time in connection with the work to the exclusion or any right of the contractor over the same. The purchaser shall be entitled to retain and apply and balance sum which may otherwise be then due on the contract by him to the contractor such part thereof as may be necessary to the payment of the cost of execution of such work aforesaid.
- 1.49.4 If the cost of executing the work as aforesaid exceeds the balance due to the contractor and contractor fails to make good the defects, the said materials, tools, tackles, construction plant or other things, the property of the contractor as may not have been used up in the completion of works may be sold by the purchaser and proceeds applied towards the payment of such difference and the cost incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be indicated as balance against the contractor on the certificate of the engineer but when all expenses costs and charges incurred in the completion of the work are paid by the contractor, all such materials, tools, tackles, constructions plant or other things not used up in the completion of the works and remaining unsold shall be removed by the contractors. If the proceeds of the above sale of the contractors materials, tools, tackles, construction plant etc. are insufficient to cover the cost of executing the aforesaid work, the balance remaining after crediting the proceeds of such sale shall be recoverable from the contractor by the action of law or operating bank guarantees furnished or security deposits available with the purchaser.

1.50 DEATH, BANKRUPTCY ETC.:

- 1.50.1 If the contractor dies or dissolve or commit any act of bankruptcy or being a corporation commences to be wound up except for reconstruction purpose or carry on his business under a receiver, the executors, successors or other representatives in law of the state of the contractor or any such receiver, liquidator or any person to whom the contract may become vested shall forthwith give notice thereof in writing to the purchaser and shall for one (1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining relieve unexecuted provided however that nothing above said shall be deemed to relieve the contractor or his successors of his or their obligations under the contract under any circumstances. In the event of stoppage of the work the period of the option under this clause shall be fourteen (14) days only. Provided that, should the above option be not exercised, the contract may be terminated by the purchaser by notice in writing to the contractor and the same power and provisions reserved to the purchaser in clause 1.4 in the event of taking the work out of the contractor's hands shall immediately become operative.

- 1.50.2 Change of name of the bidder/supplier at any stage after bidding it to the purchaser, shall deal with the purchaser only in the name and at the address under which he has submitted the bid. All the liabilities/ responsibilities for due execution of the contract shall be of the contractor and in no circumstances he shall be relieved of any obligation under the contract. The purchaser may, however at his discretion deal with Agents/ Representatives/ Distributors/ Manufacturers/ Associates Principals/ Sister Concerns and such dealing shall not absolve the supplier(s) from his responsibilities/ obligations/liabilities to the purchaser under the contract. Any change/alteration of name/ constitution/ organization of the supplier shall be duly notified to the purchaser and the purchaser reserves the right to determine the contract in case of any such notification in the event of such determination the purchaser may effect the purchase of the material not supplied from elsewhere at the risk and cost of the bidder/supplier.
- 1.51 BRIBES/ COMMISSION ETC.:**
Any bribes, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partners agent or servant or anyone on his or on their behalf to any officer, servant, representative or agents of the purchaser or any person on his or their behalf, in relation to the obtaining or to the execution of this or any other contract with the purchaser shall in addition to any criminal liability which he may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damages resulting from any such cancellation. The purchaser shall then be entitled to deduct the amounts so payable from any money otherwise due to the contractor under this or any other contract, any question or dispute as to the commitment of any offence under the present clause shall think fit and sufficient and his decision shall be final and conclusive.
- 1.52 NOTICE TO CONTRACTOR:**
Any notice to the contractor, may if the purchaser thinks it fit, be given by registered post to the registered office/site office of the contractor. Such postings shall be deemed good service of such notice and the time mentioned in the conditions for doing any act after notice shall be reckoned from the date on which such notice should reach the contractor in normal course.
- 1.53 SUPERVISION OF ERECTION OF EQUIPMENT BY THE CONTRACTOR:**
All the work shall be carried out under the direction and to the satisfaction of the Engineer. The purchaser shall have the option to direct the contractor to undertake supervision of erections of equipment, in which case he shall pay to the contractor such sums of money as may be provided under the contract. The contractor shall then be entirely responsible for satisfactory erection, testing, commissioning and maintenance of the plant, notwithstanding that he may have been assisted by the Engineer in setting out of the same.
- 1.54 AFTER SALES SERVICES:**
The equipment supplied against this order shall be attended to by contractor when referred to by the purchaser at. contractor's expense within the guarantee period.
- 1.55 BREAK CLAUSE:**
- 1.55.1 The purchaser shall in addition to his power under other clause to determine this contract, have power to terminate his liability there under at any time by giving three (3) months (or such shorter period as may be mutually agreed notice in writing to the contractor if purchaser's desire to do so upon the expiration of the notice, the contract shall be determined without prejudice to the rights of the parties accrued to the date of determination but subject to the operation of the following provisions of this clause.
- 1.55.2 In the event of such notice being given, the purchaser shall be entitled to exercise as soon as may be reasonably practicable within that period the following power or any of them :-
- (a) To direct the contractor to complete in accordance with the contract all or any articles, parts of such articles or components in course of manufacture at the

expiration of the notice and to deliver the same at such rate of delivery as may be mutually agreed on or in default of agreement at the contract rate. All articles delivered by the contractor in accordance with such directions and accepted shall be paid for at a fair and reasonable price assessed on the basis of the contract price when it exists.

- (b) To require the contractor on the receipt of the notice of termination:-
 - (i) Immediately to take such steps as will ensure that the production rate of the articles specified in the schedule and parts thereof is reduced as rapidly as possible.
 - (ii) As far as possible consistent with (i) above to concentrate work on the completion of parts already in a partly manufactured state.
 - (iii) To terminate on the best possible terms, such order for material and parts brought out in a partly manufactured state of wholly manufactured state as have not been completed, observing in this connection any direction given under paragraph (a) and (b) (i) and (ii) above as far as this may be possible.

1.55.3 In the event of such notice being given, provided the contractor has reasonably performed all the provisions of the contract binding upon him down to the date of the notice.

- (a) The purchaser may take over from the contractor at a fair and reasonable prices (assessed on the basis of the contract price) of the completed articles all unused, undamaged and acceptable materials, bought-out components and articles in course of manufacture in the possession of the contractor at the expiration of the notice and properly provided by or supplied to the contractor for the performance of the contract except such material, bought out components and articles which the purchaser may refuse to take over shall be taken over by the contractor. Provided that in case the materials/components are supplied to the contractor through the intervention of the purchaser or on his behalf:-
 - (i) The said fair and reasonable price shall be assessed on the basis of cost price of such materials and or components.
 - (ii) If the contractor elects to retain any materials, bought out components and articles as in this clause provided, he shall settle all claims of supplier in respect of the material and/or components supplied to him as aforesaid including any claims to any extra charge and shall keep the purchaser indemnified against the same.
- (b) The contractor shall deliver in accordance with the direction of the purchaser all such unused, undamaged and acceptable materials, bought out components and articles in course of manufacture (except as aforesaid) taken over by or previously belonging to the purchaser and the purchaser shall pay to the contractor fair and reasonable handling and delivery charges thereof.
- (c) The purchaser shall indemnify the contractor against any commitments, liabilities or expenditure which in the opinion of the purchaser are reasonable and properly chargeable by the contractor in connection with the contract to the extent to which the purchaser is satisfied that such commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the contractor by reason of the termination of the contract.
- (d) Provided that in the event the contractor not having observed any direction given to him under sub-clause (ii) hereof, the purchaser shall not be liable under this sub-clause pay any sum in excess of those for which the purchaser would have been liable and the contractor observed that direction.

1.55.4 If in any particular case, exceptional hardship arises to the contractor from the operation of this clause, it shall be open to the contractor to refer the circumstances to the Engineer who on being satisfied that such hardship exists shall make such allowance if any as in his opinion is reasonable.

1.55.5 The purchaser shall not in any case be liable to pay under the provisions of this clause or any sub clause which when taken together with any sums paid or due or becoming due to the contractor under this contract shall exceed the total prices of the articles specified in the schedule payable under the contract.

- 1.55.6 The contractor shall in any substantial order or sub-contract placed or made by him in connection with or for the purposes of this contract take power wherever possible by securing the acceptance of the sub-contractor to terminate such substantial or sub-contract in the event of the termination of this contract by the purchaser of this clause upon the terms of the forgoing sub clause of this clause and save only that:-
- (a) The name of the contractor shall be substituted for the purchase, throughout except in sub-clause 3 (c) where it occurs for the second and third times.
 - (b) The period of the notice of termination shall be two (2) months or such shorter period as may be mutually agreed upon.
- 1.55.7 Substantial orders or sublet contracts shall in this context mean orders or sublet contracts of or over Rs. 25,000 (Rupees Twenty Five Thousand only) in value.

1.56 JURISDICTION OF COURT TO DEAL WITH DISPUTES:

- 1.56.1 The contract shall be governed by the laws of India for the time being in force and be subject to the court of competent jurisdiction at Jaipur (Rajasthan) India. All disputes, differences, questions whatsoever arising between the purchaser and contractor upon or in relation to or in connection with the contracts shall be deemed to have arisen at Jaipur only and no court other than courts at Jaipur (Rajasthan) shall have jurisdiction to entertain or try the same.
- 1.56.2 A settlement committee has been constituted by the Nigam to settle the old disputed purchase cases where the firm(s) do not agree with the Nigam's viewpoint and have given their representations.
The settlement committee will be empowered to decide all old disputed cases. The committee is also authorised to settle such cases which are either subjudice or under reference to arbitrator(s), in case firm make formal request in this regard. In case of disagreement amongst committee members, the case with full details shall be put-up before Chairman & Managing Director for decision.
- 1.56.3 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:
- (i) Disputes will be referred contract wise.
 - (ii) Disputes involving amount above Rs.1.00 lacs only will be referred/entertained.
 - (iii) Non-refundable fee shall be deposited by the contractor/ firm @ 2% of disputed amount as claimed by the contractor/firm subject to maximum fee of Rs.1.00 lac with applicable GST.
 - (iv) 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 (P&C-I), RVPN, Jaipur and the firm(s)/Contractor(s) 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 Procurement Wing giving rise to cause of dispute/grievances.
In case, RVPN revises the settlement application fees, then revised fees shall be applicable.

1.57 CONSTRUCTION OF CONTRACT:

The contract shall in all respects be deemed to be and shall be constructed and shall operate as on Indian contract as defined in the Indian Contract Act, 1872 and all payments there under shall be made in Rupees unless otherwise specified.

1.58 ACCEPTANCE OF THE ORDER :

The acceptance of the order shall be conveyed to the Superintending Engineer (Proc-I/II) Rajasthan Rajya Vidhyut Prasaran Nigam Ltd., Jaipur within ten (10) days of the receipt of the order in the prescribed proforma failing which it will be presumed that the terms and conditions incorporated in the order have been accepted by the supplier/contractor.

1.59 PRICE FALL

The price fall clause shall be made provisionally applicable w.e.f. the date of opening of 'Techno-Commercial Bid' of the subsequent bid when the supplies under the running contracts, are delayed beyond the overall stipulated delivery schedule provided that the supplier itself has quoted or accepted lower rates in the subsequent bid of the same item. Finally and in other cases, the price fall clause shall be made applicable w.e.f. the date of opening of 'price bid' of the subsequent bid of the same item. If the bidder does not agree for lower rates finalized in subsequent bid, the remaining supplies of running contracts at higher rates as on the date of price bid opening of the subsequent bid will be cancelled as per provisions of price fall clause.

If the stipulated delivery schedule of the running contract expires on the date of opening of techno commercial bid of subsequent bid or thereafter before opening of price bid and bidder himself have quoted lower rates in subsequent bid, in that case the delayed-supplies made during the period of techno-commercial bid opening date and price bid opening date of subsequent bid will be paid at such lower rates if any, as are quoted /accepted by him (whichever is lower) in subsequent bid as against current contract price minus recovery towards delay in delivery, if it is so economical to RVPN Payment equivalent to 10% of the FORD price of the delayed supplies will be withheld till finalization of price of subsequent bid.

1.59.1 In case delivery schedule is already over: - The pending supplies against previous order w.e.f. the date of opening of techno commercial bid or price bid of subsequent bid as per preceding para shall be accepted at such lower rate, if any, as are quoted/finalized in subsequent bid as against subtracting recovery towards delay in delivery on old rate, if it is so economical and the bidder agrees to it. If they are not agreeable, supply shall not be taken and order for balance supply shall be cancelled as per provision of the purchase order.

1.59.2 When delivery schedule is not over:-

- (a) If any previous successful bidder has also participated in a new bid enquiry and accepted the lower rate as received in the subsequent bid then pending supply against previous order shall be taken at the lower rate as is finalized in the subsequent bid.
- (b) If the supplier has not participated or participated but he is not agreeable to supply the balance quantity at lower rate received in the subsequent bid, the balance supply against previous order shall be acceptable to the extent of ordered quantity as per delivery schedule up to three months (but not beyond the overall delivery schedule) from the date of opening of price bid of new bid on the following conditions:-
 1. The rate will be as per the purchase order against which supplies are to be made within the delivery schedule.
 2. The back log, if any, of supplies according to delivery schedule on the date of opening a new bid shall be acceptable on effecting the recovery towards delay in supply at prescribed rates, if leviable under the circumstances.
 3. No supply in excess of quantity as per the delivery schedule during the 3months period after opening of "Price bid" of new bid shall be acceptable in any circumstances. No preponement of original delivery schedule will be made.

4. The old purchase order(s) in respect of balance un-supplied quantity shall stand cancelled after 3 months from the opening of "Price bid" of new bid.
- 1.59.3 (a) If subsequent bid is decided on differential rates and a firm has also participated in subsequent bid, the price fall clause would be applicable with respect to the price quoted/ accepted by the firm in the new bid provided this quoted / accepted price is lower than firm's previous updated price minus recovery towards delay in delivery.
- (b) In case, firm has not participated or not agreed to lower rates in subsequent bid, then price fall clause would be applicable with respect to highest differential price, decided under new bid, provided this highest price is lower than firm's previous updated price minus recovery towards delay in delivery.
- 1.59.4 Price fall clause shall not be applicable based on the rates received in other company. In other words, price fall clause shall be applicable based on subsequent rates received within a company only.
- 1.59.5 The following items are excluded from the price fall clause: -
- a) 132 kV and above voltage class auto/power transformers.
 - b) Control and relay panel.
 - c) Circuit breaker.
 - d) EHV current transformer.
- Therefore, price fall clause is not applicable on the items(s) (a) to (d) mentioned above up to the overall stipulated delivery schedule of total ordered quantity. Thereafter, the price fall clause will be made applicable.
- 1.59.6 If the material has been got inspected and cleared for dispatch within overall delivery schedule of total ordered quantity but material is not received at site within overall delivery schedule and techno-commercial bid/price bid of subsequent bid has been opened during this intervening period, then price fall clause shall not be made applicable on such supplies.
- 1.59.7 If the material has been got inspected and cleared for dispatch within overall delivery schedule of total ordered quantity but material is not received at site within overall delivery schedule and techno-commercial bid/price bid of subsequent bid has been opened before or during this intervening period, then price fall clause shall not be made applicable on such supplies.

NOTE: For the operation of price fall provision, the rates decided for procurement of material with World Bank assistance will not be considered.

1.60 DEFERMENT OF DELIVERY:

Supplies due for delivery by a supplier against any purchase order can be deferred with the approval of whole time directors in unforeseen or unavoidable circumstances or force majeure conditions. During deferment, if there happens any price escalation, the same shall be considered a price variation clause if so provided in the purchase order. For deferment of supply, a seven days' notice shall be served upon the supplier by the purchase officer. One month notice shall also be served for lifting the deferment intimating the date of deferment being lifted. Extension in delivery period equal to the period of deferment shall be allowed.

1.61 DEBARMENT FROM BIDDING:

- 1.61.1 A bidder shall be debarred from participating in any procurement process for a period not exceeding three years commencing from the date on which he was debarred:
- a) if he has been convicted of an offence under the prevention of corruption Act, 1988 (Central Act No, 49 of 1988); or
 - b) if he has been convicted of an offence under the Indian Penal Code, 1860 (Central Act No,45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract; or

- c) a bidder has breached the code of integrity prescribed in terms of Code of integrity for bidder' specified in ITB; or
- 1.61.2 A bidder may be debarred from participating in any procurement process for a period not exceeding three years commencing from the date on which he was debarred, where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by the procuring entity in respect of any procurement process or procurement contract.
- 1.61.3 The procuring entity shall not debar a bidder under this clause unless such bidder has been given a reasonable opportunity of being heard.

PART-VI
BID PROPOSAL FORM, ANNEXURE, SCHEDULES

BID PROPOSAL FORM

The Superintending Engineer (Proc-I)
RVPN, Gate #3, Old Power House Premises,
Banipark, Jaipur-302006

Dear Sirs,

With reference to your invitation to bid against specification No. RVPN/SE/PROC-I/XEN-3/A-6/BN-9015001848, we agree to supply the following quantities:

S. No.	Particulars of Items	Tentative/ Approx. Quantity (Pairs)
1	2	3
1	Insulated Safety Shoes	11040

We also agree that:

1. The offer is valid for a period of 120 days after the date of opening of this bid.
2. We agreed that quoted prices shall be FIRM.
3. The quantities as mentioned in the bid document are approximate and we agree to supply any quantity as per your requirement.
4. The delivery shall strictly be in accordance with your delivery clause as given in Schedule-DEL of this bid document. In case we fail to deliver the material as indicated in the Schedule-DEL, we shall pay penalty as per clause No.1.24 of the Part –III of Volume-I of this bid document.
5. The material shall conform to Volume-II of bid document and as per relevant ISS in all respects.
6. The statutory variation in existing taxes under the GST Act and financial liability due to introduction of new taxes/ duties applicable on quoted prices within stipulated delivery/ completion period shall be to RVPN's account. All taxes/duties within stipulated delivery/ completion period shall be paid at actuals.

Any additional financial liability due to revision/ changes in taxes/ duties beyond stipulated delivery/ completion period and any liability arising due to inappropriate quotation of applicable rates of taxes & duties in price schedule shall be borne by us.

7. The position of bidders in the ascending order statement shall be worked out considering all inclusive unit F.O.R. Destination price. However if any notification/guidelines regarding comparison of prices notified by the Rajasthan State Government before actual date of opening of technical Bid, the same shall be considered.
8. We have indicated separately in our bid, the Ex-works prices, applicable IGST/ CGST & SGST with their applicable rates in Schedule –BOQ (Price schedule) of Bid document. We have also indicated in the bid, the Freight & Insurance charges inclusive of unloading and applicable taxes, if any, excluding GST. The GST (IGST/ CGST & SGST) with their applicable rates on F&I charges are also being indicated separately in Schedule-BOQ of Bid document.
9. We confirm that we agree to all the terms and conditions as well as the technical stipulations of Volume-II of bid document and there are no deviations other than as specified in Schedule-DEV.

Yours faithfully,

(Signature)
Name & Designation with seal of the
bidder

Annexure-BSBG**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 Chief Engineer (Procurement),
RVPN, Gate #3, Old Power House Premises,
Banipark, Jaipur-302006

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 (address 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 (Procurement), RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM, JAIPUR 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 (Procurement) , 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.

Annexure-BSD

BID-SECURING DECLARATION

Date: _____

Notice Inviting Bids No.: _____

To: SE(Proc-I), RVPN, Jaipur

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of thirty days beyond the original or extended validity period of the bid starting on the date that we receive a notification from the Procuring Entity that our Bid Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we:

- a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity, fail or refuse to execute the Contract Form, if required, fail or refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter “the ITB”),
- c) have not accepted the correction of errors in accordance with the ITB, or
- d) have breached a provision of the Code of Integrity specified in ITB;

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: _____

[insert signature of person whose name and capacity are shown]

In the capacity of: _____

[insert legal capacity of person signing the Bid-Securing Declaration]

Name: _____

[insert complete name of person signing the Bid-Securing Declaration]

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

[insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

Corporate Seal

Annexure-CA

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD.,
(On Non-Judicial Stamp of Rajasthan State of Appropriate value)

AGREEMENT FOR RATE CONTRACT

This Indenture made at _____ on this _____ day of the Month of _____ of the year _____ between the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. (hereinafter referred to as the Purchaser), which expression unless the context does not permit includes its successors and assignees) of the one part and

(i) To be used in case of Limited Companies

Messers _____ a Private/ Public Limited Company incorporated on _____ under the _____ Companies Act and having its Registered office at _____ (hereinafter referred to as Suppliers which expression unless the context does not permit includes their successors and permitted assignees)

(ii) To be used in case of Partnership concerns

Messers _____ a Partnership Firm consisting of the following Partners namely:

(Name) (Age) (Residence) (Occupation)

1
2
3
4

having its registered office at _____ (hereinafter referred to as Supplier which expression unless the context does not permit includes their respective heirs, executors, administrators, legal representatives, permitted assignees)

(iii) To be used in case of Proprietorship firm

Messers _____ a Proprietorship firm having its proprietor Mr/Mrs _____ and having its Registered office at _____ (hereinafter referred to as Supplier which expression unless the context does not permit includes their successors and permitted assignees)

of the second part witnesses as follows:-

- (1) The Supplier, do by these presents agree to supply to the Purchaser and the Purchaser does agree to purchase from the Supplier the material at the agreed rate(s) specified in the Schedule appended herewith. The Purchaser reserves the right to place separate Purchase Order(s) under this Agreement for Rate Contract for any quantity based on the requirement of material. The Purchaser does not guarantee any volume of quantity for Purchase Order(s) under this Agreement for Rate Contract and the decision in this regard would be binding on the Supplier and shall not be called into question by the Supplier. Purchaser reserves sole discretion in this matter. However, it is agreed that total quantity ordered through Purchase Order(s) under this Agreement for Rate Contract shall not exceed the agreed quantity indicated in the Schedule.
- (2) The period of validity of this Agreement for Rate Contract shall be one year from the date of issue of letter of award, i.e., which can be extended for one more year if mutually agreed in writing. The Purchaser shall be at liberty to issue multiple Purchase Orders under this Agreement for Rate Contract or no Purchase Order based on the requirement of material during the term of this Agreement for Rate Contract.
- (3) The Purchase Order(s) issued under this Agreement for Rate Contract shall inter alia indicate the quantity to be supplied and the Delivery Schedule.

- (4) Scheduled Delivery Period for the material to be supplied against the each Purchase Order shall be three months from the date of issue of respective Purchase Order or mutually agreed period. But in no situation it shall be less than two month.
- (5) The terms of payment of the material supplied against the Purchase Order(s) under this Agreement shall be in accordance with clause 1.42 of the GCC. However, it is agreed that, if applicable, Price Variation in accordance with terms and conditions in Purchase Order shall be applicable for the material supplied against the Purchase Order(s) under Rate Contract.
- (6) The General Conditions of the Contract, Instructions to the bidders & Technical Specification and other documents appended hereto are considered a part of this Agreement. Each Purchase Order issued under this Agreement for Rate Contract shall also be part of this Agreement.
- (7) The Supplier have deposited Rs. _____ (in words Rs. _____ only)
- (a) In cash, or
- (b) by furnishing a Demand Draft No. _____ dated _____ drawn in favour of _____ or
- (c) by furnishing a Bank Guarantee equivalent to _____% of the Total Estimated Value of the material to be supplied under this Agreement for Rate Contract towards Performance Security deposit with the Purchaser for the performance of this agreement as per the Schedule. The Performance Security deposit receipt duly endorsed in favour of the Purchaser should be lodged to his safe custody.
- (8) The specifications of the materials to be supplied under this Agreement shall be as set forth in the bid specification.
- (9) (a) The Supplier is to deliver the material:-
- (i) To F.O.R Destination(s) anywhere in Rajasthan by Train.
- (ii) Free delivery at Consignee Stores/ Site by Road Transport, duly packed in good condition conforming to specification.
- (b) If so required by the Purchaser, the Supplier will book the consignments by Rail/ Road to any destination stipulated by the Purchaser.
- (c) The Purchaser shall pay the FORD Price including all the taxes and Charges to the Supplier from time to time on receipt of the bills from the supplier supported by documentary evidence or acknowledgement granted by Purchaser for supplies received.
- (10) In case of dispute as to whether any materials supplied are or are not in accordance with Specifications set forth in the schedule, the decision of the Chief Engineer, RVPN shall be final and binding on both the parties.
- (11) The delivery shall be effected and completed as per provision of the respective Purchase Order.
- (12) Payment of the price for the material supplied under this Agreement shall be as per respective Purchase Order.
- (13) The deposit made by the supplier under clause (7) will be returned to the Supplier after due fulfilment of obligations under this Agreement.
- (14) If the Supplier fail wholly or in part to fulfil this Agreement, the Purchaser shall be entitled at his discretion to retain the whole or any part of the deposit made by the Supplier under clause (7) and if the loss suffered by the Purchaser exceeds the amount of said deposit, they will be entitled to recover the said loss from the Supplier.
- (15) If any sum remains due or becomes recoverable from the Supplier on account of the non-fulfilment of this agreement or on account of any other reason, the Supplier shall pay the same

immediately on demand. If the Supplier does not make such payment on demand, the Purchaser shall be entitled to recover the same from the Supplier as arrears of Land Revenue.

- (16) All disputes arising under this Agreement, between the Supplier and the Purchaser shall be subject to the jurisdiction of Courts only at Jaipur in Rajasthan alone.

In witness of the due execution of this agreement the parties have hereunder set their hands, signed and delivered by

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

(2) Signature

For and on behalf of _____ (1) Signature

In presence of witnesses (2) Signature
Signed and delivered by

In case of Individuals Shri _____ (1) Signature

In the presence of witness:

(1) Shri _____ Designation (1) Signature

(2) Shri _____ Designation (2) Signature

Signed and delivered by the _____ RVPN

By order and on behalf of the RVPN

Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,
(seal to be affixed)

SCHEDULE TO AGREEMENT FOR RATE CONTRACT

S. No.	Material	Estimated Qty.	Unit FORD Price inclusive of ex-works price and Freight & Insurance charges (Inclusive of GST @18%) (Rs)	Total Estimated FORD Price inclusive of ex-works price and Freight & Insurance charges (Inclusive of GST @18%) (Rs)
1				
2				
3				
4				
...				

Total Estimated Value

Annexure-CI**COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST**

(Must be signed by the bidder and attached with Techno-commercial Bid)

COMPLIANCE WITH THE CODE OF INTEGRITY

Any person participating in 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 information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

CONFLICT OF INTEREST:

The bidder participating in the 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 & regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:

- (a) have controlling partners/shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of the bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring entity regarding bidding process; or
- (e) The bidder participates in more than one bid in the bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same sub-contractor, 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 procuring entity as engineer in-charge/consultant for the contract.

Annexure-MAF

MANUFACTURERS' AUTHORIZATION FORM

No. _____ dated _____

To

Dear Sir,

NIB Under (BN No. _____) for supply of _____(item)

We _____ who are established and reputable manufacturers of _____ (name & descriptions of goods offered) having factory) at (address of factory) do hereby authorize M/s _____ (Name and address of Agent) to submit a bid, and sign the contract with you for the above goods manufactured by us against the above NIB under BN No. _____

No company or firm or individual other than M/s _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific NIB.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract appended with specification for the goods and services offered for supply by the above firm against this NIB.

Yours faithfully,

(Name of manufacturer)

Note : This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

Annexure-MAF(1)**CERTIFICATE FROM MANUFACTURER/ BIDDER****CERTIFICATE**

(On letterhead of the Manufacturer)

- (i) I/We hereby confirm to supply Insulated Safety Shoes to M/s _____ as quoted by them to RVPN against their BN _____. We also confirm to be fully responsible for providing after sales service in India for the same atleast for one year after completion of supply of material.
- (ii) I/We hereby certify that service facility is existing in India to repair the quoted material. I, (Mr./Mrs. _____) am fully authorised to issue this certificate on behalf of M/s _____.

Signature.

Name and designation with seal.

Alternatively bidder may furnish following certificate:**CERTIFICATE**

(On letterhead of the Bidder)

I/We undertake to provide service facility for quoted Insulated Safety Shoes make _____ from the manufacturer at our cost upto one year from the date of completion of supplies. All arrangements for repair/ sending the material for repairs shall be made by me/us during the period of one year from completion of supplies. Alternatively, I/We will replace the defective material with a new material.

To safeguard the interest of the Purchaser, I/We hereby agree to furnish a bank guarantee equivalent to 2% of the ordered value of respective material valid for a period of one year from the date of completion of supply.

Signature

Name & Designation with seal

Annexure-MOA

FORM-I
MEMORANDUM OF APPEAL UNDER THE RAJASTHAN TRANSPARENCY IN
PUBLIC PROCUREMENT ACT, 2012

Appeal No. _____ of _____

Before the _____ (First/ Second Appellate Authority)

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

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

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

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

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

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

7. Prayer:

Place: _____

Date: _____

Appellant's Signature

Annexure-MSME**FORM-B****FORMAT OF AFFIDAVIT FOR MSME UNIT**

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

I, _____ S/o _____ Aged _____ Year residing at _____
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 Item	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 plant 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 Stamp and date

VERIFICATION

I, _____ S/o _____ Aged _____ Year residing at _____
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.
So, help me God.

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.

Annexure-MW**MANUFACTURER'S WARRANTEE FORM**
(FOR SUPPLY PART)

(Warrantee to be furnished on Rajasthan Non Judicial Stamp paper appropriate value as required under the Rajasthan Stamp Duty Act)

To,
The Chief Engineer (Procurement),
RVPN, Gate #3, Old Power House Premises,
Banipark, Jaipur-302006

Dear Sir,

THIS DEED OF GUARANTEE is made this day _____ of _____ of the year _____ between the Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Limited (which expression shall unless excluded by or repugnant to the context includes his successors and assigns) of the one part and _____, _____ hereinafter called "The Contractor" (which expression shall unless excluded by or repugnant to the context includes its successors and assigns) of the other part.

WHEREAS MESSERS _____ (hereinafter called the contractor) agreed to supply the material for erection of Cable System _____ (Name of Line) to the Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd. against Purchase Order No. _____ dated _____ (hereinafter referred to as the contract).

AND WHEREAS as per the terms of the contract it was provided that the contractor should furnish a Warrantee for supplying any material free of cost that may be required due to defects arising from faulty materials, design and workmanship, so as to make it meet the guarantees and requirements of the contract.

AND WHEREAS at the request of the Chief Engineer, the contractor M/s _____ has agreed to execute these presents.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

1. The Contractor hereby guarantees to the Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd., the fulfillment by the contractor of the various obligations imposed on him under the aforesaid contract including the obligations of the contractor to supply materials of the good quality, design and workmanship and the Contractor further guarantees to the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. that they (M/s _____) shall substitute and supply any material free of cost that may be required due to defects arising from faulty material, design and workmanship and the Contractor undertakes to indemnify and keep the Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd. indemnified to the extent of full value of contract (Rs. _____) (in words Rupees _____) against any loss or damage that may be caused to or suffered by the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. by reason of any failure by the contractor to supply materials of good quality, design and workmanship as aforesaid.

The decision of the Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd. as to whether the contractor (M/s _____) have failed or neglected to perform or discharge their duties and obligations as aforesaid shall be final and binding on the Contractor.

2. The Warrantee herein contained shall remain in full force and effect during the period that would be taken in the performance of the said contract and it shall continue to be valid till all the obligations to the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. under or by force of the contract have been fully and properly discharged by the said contractor, subject however, to the

conditions that the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. will have no right under this Warrantee after 12 months from the date of commissioning/taking over of the sub station/equipment, provided further that if any, claim arises by virtue of this Warrantee before the aforesaid date, the same shall be enforceable against the Contractor notwithstanding the fact that the same is enforced after the aforesaid date.

3. The Warrantee herein contained shall not be affected by any change in the constitution of the Contractor.
4. The Contractor further undertakes not to revoke this Warrantee during its currency except with the previous consent of the Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Limited in writing.
5. All disputes arising under the said Warrantee, between the Contractor and the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. shall be subject to the jurisdiction of Courts, only at Jaipur in Rajasthan alone.

IN WITNESS WHEREOF THE CONTRACTOR HAS executed these presents the day and year written above.

Yours faithfully,

(EXECUTANT)

Signed by the above named Contractor in presence of: -
(Signature with full Name and Address)

Witness: -

- 1.
- 2.

(Attested by Notary Public or First Class Magistrate or directly confirmed by the executing Contractor).

Annexure-PBG**PERFORMANCE SECURITY BANK GUARANTEE FORM**

(Performance Security Bank Guarantee on non-judicial stamp paper of Rajasthan Govt. of appropriate value)

To,
The Chief Engineer (Procurement),
RVPN, Gate #3, Old Power House Premises,
Banipark, Jaipur-302006

Dear Sir,

THIS DEED OF GUARANTEE is made this day _____ of the month _____ of the year _____ between the Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd., (which expression shall unless excluded by or repugnant to the context includes his successors, assignees and his authorized representatives, hereinafter called "The Purchaser") of the one part and the (the name of Bank with address) _____, having its Head office at _____ hereinafter called "The Bank" (which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the other part.

WHEREAS MESSERS _____ (hereinafter called "The Contractor"), having their/its Registered/Head office at _____, agreed to supply, the materials to the Chief Engineer, Rajya Vidyut Prasaran Nigam Ltd. against Purchase Order No. _____ dated _____ (hereinafter referred to as the contract).

AND WHEREAS as per the terms of the contract it was provided that the contractor should furnish a Bank Guarantee towards performance security deposit equivalent to ___% of the total contract value by way of security for successful execution of purchase order(s) and supplying any material free of cost that may be required due to defects arising from faulty materials, design and workmanship, so as to make it meet the guarantee and requirements of the contract.

AND WHEREAS at the request of the contractor the Bank has agreed to execute these presents.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

1. The Bank hereby guarantees to the Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd., the fulfillment by the contractor of the various obligations imposed on him under the aforesaid contract including the obligations of the contractor to timely supply materials of the good quality, design and workmanship and the bank further guarantees to the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., that the contractor shall substitute and supply any material free of cost that may be required due to defects arising from faulty material, design and workmanship and the Bank undertakes to indemnify and keep the Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd., indemnified to the extent of Rs. _____ (Rupees _____) against any loss or damage that may be caused to or suffered by the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., by reason of any failure by the contractor to timely supply materials of good quality, design and workmanship as aforesaid and further undertake to pay to the Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd., on demand a sum not exceeding Rs. _____ (Rupees _____) in the event of the contractor failing or neglecting to perform and discharge the aforesaid duties and obligations on their part to be observed and performed under the said contract.

2. Payment pursuant in this undertaking will be demanded by the purchaser from the Bank and will be met by the Bank without question in the case in which the contractor, on receipt of the order and/or after the acceptance of his Bid has been communicated to him by the purchaser, make default in entering into an agreement or having entered into such Agreement or otherwise the contractor makes default in

carrying out the contract thereof. As to whether the occasion or ground is arisen for such demand the decision of the Chief Engineer including Additonal Chief Engineer and any other officer exercising the powers of Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd. shall be final.

3.The decision of the Chief Engineer including Additonal Chief Engineer and any other officer exercising the powers of Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd., as to whether the contractor has failed or neglected to perform or discharge his duties and obligations as aforesaid and as to the amount payable to the Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd., by the Bank herein shall be final and binding on the Bank.

4. The guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the obligations to the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., under or by force of the contract have been fully and properly discharged by the said contractor, subject however, to the conditions that the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., will have no right under this guarantee after ____ months from the date of commissioning of the equipment or ____ months from the date of receipt of last consignment at site/ store, whichever is earlier, provided further that if any claim arises by virtue of this guarantee before the aforesaid date, the same shall be enforceable against this bank notwithstanding the fact that the same is enforced after the aforesaid date.

5. The guarantee herein contained shall not be affected by any change in the constitution of the contractor or Bank.

6. No variation in the terms of bid, acceptance or agreement as between the contractor and the purchaser made without the purchaser's consent shall discharge this undertaking.

7. No indulgence or grant of time by the purchaser to the contractor without the acknowledgement of the Bank will discharge the liabilities of the Bank under this guarantee.

8. The Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd., shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by the RVPN against contractor and either to enforce or forebear from enforcing any of terms and conditions of the said contract and the Bank shall not be released from its liability under this guarantee and exercise of the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., of the liberty with reference to the matter aforesaid or by the reasons time being given to the contractor or any other forbearance, act or omission on the part of the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., to the contractor or by any other matter or thing whatsoever which under the law relating to the sureties shall not for this provision have the effect of so releasing the bank from such liability.

9. The Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd., in writing.

10. All disputes arising under the said guarantee, between the Bank and the RVPN or between the contractor and the RVPN pertaining to this guarantee, shall be subject to the jurisdiction of Courts, only at Jaipur in Rajasthan alone.

11. Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain in force upto _____. Unless demand or claim in writing is presented/ lodged on the Bank within six months i.e. upto _____, the Bank shall be released and discharged from all liabilities thereunder.

IN WITNESS WHEREOF THE BANK HAS executed these presents the day and year written above.

Yours faithfully,

Bankers (EXECUTANT)

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.

Annexure-PBQ

PRE-BID QUERIES FORMAT

Name of the company/Firm

Bidding document fee Receipt No _____ dated _____ forRs _____.

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)

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

(Signature)
Name & Designation with seal of the
bidder

Annexure-PP

Form A
(Apply in Duplicate)

Application by MSME for Purchase Preference in Procurement of Goods

To,
The General Manager
DIC, District

1. Name of Applicant with Post:
2. Permanent Address:
3. Contact Details:
 - a. Telephone No.:
 - b. Mobile No.:
 - c. Fax No.:
 - d. Email Address:
4. Name of micro & small enterprise:
5. Office Address:
6. Address of Work Place:
7. No. & Date of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum:(enclose photo copy)
8. Products for which Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum availed:
9. Products for which are at present being produced by the enterprise:
10. Products for which purchase preference has been applied for:
11. Production capacity as per Capacity Assessment Certificate
(enclose photocopy of Capacity Assessment Certificate)

Serial No.	Product	Production Capacity	
		Quantity	Value
1			
2			
3			
4			

12. List of Plant & Machinery installed

Serial No.	Name of Plant & Machinery	Quantity	Value

13. List of Testing Equipments installed

Serial No.	Name of Testing Equipments	Quantity	Value

14. Benefits availed in last financial year and current financial year

a. Benefits depositing Bid Security and Performance Security:

Department	Last Financial Year		Current Financial Year	
	Bid Security	Performance Security	Bid Security	Performance Security

b. Details of Supply orders received:

Last Financial Year				Current Financial Year		
Department	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied	Bid Security No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied

I declare that the above all facts given in the application are correct and my enterprise is producing the items mentioned in column No. 10.

Date

Signature

(Name of the applicant along with seal of post)

Office of the District Industries Centre _____

CERTIFICATE

File No. _____

Date _____

It is certified that M/s _____ was inspected by _____ on dated _____ and the facts mentioned by the enterprise are correct as per the record shown by the applicant. The enterprise is eligible for Purchase Preference under this notification.

The certificate is valid for one year from the date of its issue.

Office Seal

Signature

(Full Name of the Officer)

General Manager

Industries Centre

Rubber Seal/Stamp

Enclosure-(1) Application

(2)

(3)

Annexure-PQR

**QUALIFYING REQUIREMENTS FOR BIDDERS FOR SUPPLY OF SUPPLY OF
INSULATED SAFETY SHOES**

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 as demonstrated by the Bidder's responses in the corresponding Bid schedules.

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

S. No.	Qualifying Requirement details	Supporting documents required to be furnished
1	<p><u>BIDDER'S STATUS:</u></p> <p>1.1 The bidder must be a company registered under the Companies Act, 1956/2013 or Proprietary firm or a Partnership firm.</p> <p>1.2 The bidder should be registered under Goods & Services Tax Act</p>	<p>Memorandum of Association, Registration Certificate as per the Companies Act, 1956/2013 or as per its latest amendment in case of Companies or Registration Certificate under Rajasthan Shop & Establishment Act, 1958 or similar Act in case of Proprietary firm or Registration Certificate from Registrar of Firms in case of Partnership firm</p> <p>Copy of GST Registration.</p>
2	<p><u>TECHNICAL EXPERIENCE:</u></p> <p>The bidder must be a manufacturer of Insulated Safety Shoes or an authorized distributor or selling agent of such a manufacturer:</p> <p>a) Authorisation from manufacturer(s) whose Insulated Safety Shoes are proposed to be supplied (in case the bidder is an authorized distributor or selling agent of such a manufacturer).</p> <p>b) <u>Past Supply criteria:</u> The manufacturer should have supplied directly or through his representative at least 7000 Pairs of Insulated Safety Shoes in any one year (i.e. continuous period of 12 months) during the last five years as on the date of technical bid opening.</p>	<p>Manufacturer's authorization certificate in prescribed proforma at Annexure-MAF in favour of the bidder furnishing the bid.</p> <p>Certificate from manufacturer(s) in Format prescribed in Annexure-MAF(1).</p> <p>Certificate from Chartered Accountant bearing membership number with the name & address of the Chartered Accountant. The certificate should clearly indicate the quantity supplied of Insulated Safety Shoes, period of supply, name and address of the purchaser.</p>

S. No.	Qualifying Requirement details	Supporting documents required to be furnished
	<p>c) The Manufacturer should have ISO 9001 for Quality Management System and ISO 14001 for Environment Management System or equivalent certification. The equivalent standard is considered to be the standard with the requirements equivalent to or exceeding the requirements of standard ISO 9001:2015 and ISO 14001:2015.</p> <p>d) The manufacturer should have DIP (Direct Injection Process) machine set up.</p>	<p>Copy of ISO certificate/ equivalent certificate.</p> <p>Copy of invoice of the OEM e.g. DESMA/ reputed testing agency.</p>
3	<p><u>FINANCIAL POSITION:</u> The Networth (Total Assets –Total Liability) of the manufacturer/bidder for last three (3) years (FY15-16, FY16-17 & FY-17-18) should be positive.</p>	Audited balance sheets and income statement or Certificate by Chartered Accountant.
4	<p>4.1 The bidder should be qualified, not be insolvent, not be in receivership, not be Bankrupt or being wound up, should not have affairs administered by a court or a judicial officer, should not have business activities suspended, should not be blacklisted or debarred by any utility/ Government agency, should not have a conflict of interest.</p> <p>4.2 <u>POOR RECORD OF AFTER SALES SERVICE & PERFORMANCE:</u> RVPN reserves the right to reject any bid on the basis of poor after sales service and/ or performance of the material supplied by the bidder or authorising manufacturer against the previous orders. For this purpose the orders executed upto the last three years (as on the date of bid opening) for the same item of any rating/ type in RVPN shall be considered.</p>	Declaration in Schedule-DRQ

Schedule- ACC**Additional Conditions of Contract**

(Must be signed by the bidder and attached with Techno-commercial Bid)

1. Correction of arithmetical errors

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

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to Vary Quantities

- i) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- ii) The purchaser reserve the right to place repeat order for extra items or additional quantities as per Rule No. 73 of RTPP Rule-2013 on the same prices, terms and conditions of the original order. The delivery period for such extra/ additional items shall be increased proportionately as per delivery period indicated in Schedule-DEL of the bid document.

Schedule-BD

PARTICULARS OF PARTICIPATING BIDDER

Participating bidder shall furnish following information in Separate sheet /statement along with Techno-Commercial bid to be opened on scheduled date of Bid opening.

S. No.	Description	Details to be filled by Bidder
1	Name & Address	
2	Details to be furnished:	
i)	Full Legal Name	
ii)	Full Address of	
a.	Registered office	
b.	Office where to corresponded:	
iii)	Authorized Contact Person(s): (Power of Attorney to be enclosed)	
iv)	Phone No. and Mobile No.	
v)	Telex No.	
vi)	Telefax No./Email	
vii)	Nature of registration of agency. (Whether sole/proprietor/ partnership/ private limited/ public limited).	
viii)	Memorandum of Understanding and Articles of Association of the Agency.	
NOTE: - Please furnish documents in support of the above, wherever necessary.		

Place

Signature
Name
Status

Whether authorised attorney
of the Biding company

Name of the Biding company

Schedule-BOQ/ BOQB1

Available online

Note:

Bidder shall indicate separately in their bid, the Ex-works prices, applicable IGST/ CGST & SGST with their applicable rates in Schedule –BOQ (Price schedule) of Bid document. Bidder shall also indicate in the bid, the Freight & Insurance charges inclusive of unloading and applicable taxes, if any, excluding GST. The GST (IGST/ CGST & SGST) with their applicable rates on F&I charges shall also be indicated separately in Schedule-BOQ of Bid document.

Schedule-DEL**DELIVERY SCHEDULE**

The delivery schedule of the material shall be as mentioned here under:

S No.	Particulars of Material	Commencement Period	Delivery Schedule
1.	Insulated Safety Shoes	From the date of issue of respective P.O.	Within three months from the date of issue of respective Purchase Order or mutually agreed period. But in no situation it shall be less than two month.

- Note:-** (i) The contractual formalities shall be got completed prior to commencement of supply.
(ii) The above delivery schedule can be revised by the purchaser at his discretion.

(Signature)
Name & Designation
with Seal of the firm

Schedule-DEV

(A) DEPARTURE/DEVIATION FROM TECHNICAL SPECIFICATION

(Must be filled in by the bidder and attached with Techno-commercial Bid)

The bidder shall state under this schedule the departure from the bid document in respect of technical conditions:-

S. No.	Name of the item	Purchaser's bid document clause reference	Existing provision	Modification desired	Remarks

Certified that we agree to all technical specification as laid down in the bid document except for the deviations to the extent indicated above.

(B) DEPARTURE/DEVIATION FROM COMMERCIAL TERMS & CONDITIONS OF THE BID DOCUMENT

(Must be filled in by the bidder and attached with Techno-commercial Bid)

The bidder shall state under this schedule the departure from the bid document in respect of commercial terms & conditions:-

S. No	Name of the item	Purchaser's bid document clause reference	Existing provision	Modification desired	Remarks

Certified that we agree to all commercial terms & conditions as laid down in General conditions of Contract to the bid document except for the deviations to the extent indicated above.

Note : Deviations indicated elsewhere will be ignored.

(Signature)
Name & Designation with seal of the bidder

Schedule-DRQ

DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

(Must be filled in by the bidder and attached with Techno-commercial Bid)

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled his obligation to pay the taxes payable to Government viz. GST etc.;
3. I/we are not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of 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 a 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 has been specified in the RTTP Act/ Rules;

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

Schedule –GTP**GUARANTEED & OTHER TECHNICAL PARTICULARS OF INSULATED SAFETY SHOES AGAINST SPECIFICATION NO. RVPN/SE/Proc-I/XEN-3/A-6/BN-9015001848**

S.No.	Description	Insulated Safety Shoes
1.	Manufacturer's name and address.	
2.	Type of industry (Micro/Small/Medium/Large scale)	
3	Standard to which the material shall conform	
4	Leather thickness (mm)	
5	Toe cap impact resistance at 200 J (mm)	
6	Number of eyelets	
7	Shape & Material of woven laces	
8	Sole temperature resistance (Deg. C)	
9	Minimum Breakdown/flashover voltage AC (for 1 minute)	
10	Color of safety shoe	
11	Height of Upper (mm)	
12	Seat Region (Closed)	
13	Tear Strength of Upper leather (N)	
14	Tensile Strength of Upper leather (N/mm ²)	
15	Thickness of Insole (mm)	
16	Water absorption of Insole (mg/cm ²)	
17	Water desorption of Insole (%)	
18	Abrasion resistance of Insole (Cycle)	
19	Abrasion resistance of Insock (Dry) (Cycle)	
20	Abrasion resistance of Insock (Wet) (Cycle)	
21	Thickness of Sole (mm)	
22	Tear Strength of Sole (kN/m)	
23	Penetration Resistance of whole footwear (N)	
24	Any other information	

(Signature)

Name & Designation with seal of the bidder

Schedule-NEFT

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

From:

M/s

The Sr. Accounts Officer (),
RVPN,

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.	
Banks 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-PEP**PREVIOUS EXPERIENCE AND PERFORMANCE**

(Must be filled in by the bidder and attached with Techno-commercial Bid)

The bidder shall state under this schedule whether materials and equipments, similar to those offered in the bid have been previously supplied by him. A list shall be given of such orders executed by him together with the information regarding the name of purchasing organization, quantities supplied and when the supplies were effected. This list should be in the form given below:

S. No.	Detailed particulars of item supplied	Qty (Nos.)	Order No. & Date	Name & details of Purchasing authority	Date of completion	If executed partially, mention Qty (Nos.)	Whether still to be executed	Delivery stipulated in PO	Remarks
1	2	3	4	5	6	7	8	9	10

It is certified that the information furnished above is correct to the best of my knowledge and we are liable for action if any information is found incorrect.

Note :- Separate schedule are to be furnished by the bidder for past supply to the RVPN (Erstwhile RSEB), other state electricity Nigam and other department/ organization.

(Signature)

Name & Designation with seal of the bidder

Schedule-PMTT

PLANT/MACHINERY AVAILABLE
 (TO BE FILLED IN AND SIGNED BY THE BIDDER)

Bidder's Name & Address:

Schedule of plant/machinery available with the Bidder for use in the manufacture of material/ Equipment and testing [erection and commissioning] of -----:

S. No.	Description of Plant/ Machinery & testing equipment	Make	Age & condition	Location where installed	Remarks
1.	2.	3.	4.	5.	6.

Place

Signature
 Name
 Status

Whether authorised attorney
 of the Bidding company

Name of the Bidding company

Schedule-QD**Qualification Data**

S. No.	Qualifying Requirement criteria	Documents furnished	Page No.
1	BIDDER'S STATUS: (Tick appropriately) <ul style="list-style-type: none"> • Company registered under the Companies Act, 1956/2013 • Proprietary firm • Partnership firm 	Memorandum of Association Registration Certificate Copy of GST Registration	
2	TECHNICAL EXPERIENCE: Whether bidder is authorized dealer (Yes/ No) Past Supply criteria: Quality Management System and ISO 14001 for Environment Management System or equivalent certification. DIP (Direct Injection Process) machine set up	Manufacturer's authorization certificate (Annexure-MAF & MAF(1)) Certificate from Chartered Accountant. ISO certificate/ equivalent certificate. Invoice of the OEM e.g. DESMA/ reputed testing agency	
3	FINANCIAL POSITION:	<ul style="list-style-type: none"> • Audited balance sheets and income statement • Certificate by Chartered Accountant. 	
4	Bidder's Declaration	Schedule-DRQ	

Schedule-TP

TECHNICAL PERSONNEL OF BIDDER
(TO BE FILLED IN AND SIGNED BY THE BIDDER)

Bidder Name and Address

S. No.	Description	Name	Length of service in the firm	Qualification	Professional experience and details of work carried out	Remarks
1.	2.	3.	4.	5.	6.	7.

Place

Signature
Name
Status

Whether authorised attorney
of the Bidding company

Name of the Bidding company

VOLUME-II**TECHNICAL SPECIFICATION AND OTHER REQUIREMENTS FOR INSULATED SAFETY SHOES****1.0 SCOPE:**

This specification covers design, manufacture, inspection before dispatch and delivery at our stores of Insulated Safety Shoes.

2.0 TECHNICAL DESCRIPTION OF INSULATED SAFETY SHOES:**2.1 Standard Technical Particulars**

Insulated Safety Shoes of superior quality are required for use in Control Room and GSS Switch Yards of various 765 / 400 / 220 / 132 KV Grid Sub Stations of Rajasthan Vidyut Prasaran Nigam Ltd. for protection of their employees from electric shock while working on electrical panels / equipments. The insulated safety shoes shall meet the following qualities and technical requirement.

- a) The Safety Shoes should be manufactured as per IS 15298: 2016 Part-II.
- b) The Insulated Safety Shoes shall be made from Chrome tanned printed buff leather with the thickness 1.8 – 2.00 mm. The leather should be of high strength, durable, longer life.
- c) The Insulated Safety shoes shall be assembled in such a manner to ensure a high strength bond between sole & uppers without nails and stitches.
- d) The toe caps of the safety shoes should be able to provide protection from heavy objects falling on the feet. The toe cap should be of composite so as to able to with stand impact of 200 J.
- e) The safety shoes should be lined with cambrell / non-woven to provide extra comfort to the foot at work and sweat absorbers, making feet odour free and cool. The eyelets should be of non-metal and made of Poly Carbonate (at least 04 pairs), also woven polyester/ Nylon cotton round/square laces so as to provide high breaking strength.
- f) The safety shoes shall be resistant of electric current, oil and acid resistant. The sole should be made up of polyurethane with cleated design and it should be of light weight, slip resistant, abrasion resistant and flexible.
- g) The bounding of the sole be such that it should be resistance to heat and puncher so as to prevent foot injury. Sole temperature resistance should be Max 120 deg C for 1 min exposure.
- h) No breakdown/flashover at minimum 15 KV AC for 1 minute.
- i) The safety shoes shall be of Black Color only.
- j) The In socks should be made of PU with density 0.2- 0.3gm/cc with top layer of breathable fabric. Cushioning effect intact should be 12 months.
- k) Flexible PU Memory Foam with Density of 150d+5d kg/m³ confirming to IS 7888 should be sandwiched between the sole and insole at the heel area.
- l) The shoes should be manufactured not more than 06 months before its supply.
- m) The shoes should be impermeable to water and protect the feet from mechanical impacts.
- n) The quality of footwear should be ensured by the guaranty period of at least one year from the date of supply.
- o) The sole of footwear should be with DIP (Direct Injection Process) with Robotic Maneuvering.
- p) The Safety Shoes is to be having Environment Friendly Certificate Approved from FDDI.

2.2 MARKING:

The marking should be at the cushion pad of the shoes and shall be visible and permanent and shall not impair the quality of the shoe. Each pair of safety insulated shoe shall be marked with the following:

- i. ISO / BIS marked.
- ii. Size of shoes.

- iii. Manufacturers name / recognized trade mark should be mentioned at the visible place.
- iv. Month and year of manufacturing of shoe.
- v. Bid No. BN-9015001848 and word “ RVPN”

The manufactures standard practice in respect of marking may also be considered.

2.3 PACKING:

Each pair of shoe shall be suitably and properly packed in card-board box, the card-board box shall be clearly marked with type and size of shoe, 30-50 Nos. shoe boxes shall per packed in a big card board container or as per manufactures standard practice. Any other mode of packing superior to above as per manufactures standard practice may also be agreed.

The insulated safety shoes shall be purchased directly from the manufacturers or an authorized distributor or selling agent of such a manufacturer only.

3.0 ACCEPTANCE TESTS:

- 3.1 The bidder shall submit duly signed and sealed copies of test certificates as per IS:15298 (Part-2) to confirm following parameters on total fifty samples against the total ordered quantity with atleast one sample from each size, conducted at manufacturer laboratory, FDDI or any other Govt. approved/ Govt. recognized laboratory.

S. No.	Particulars of Test	Requirement
1.	Design	
a.	Height of Upper	<103mm
b.	Seat Region	Closed
2.	On complete footwear	
a.	Impact resistance at 200J	13.0 mm (min.)
b.	Compression resistance-15kN	13.0 mm (min.)
3.	On Upper leather	
a.	Tear Strength	120 N (min.)
b.	Tensile Strength	15 N/mm ² (min.)
4.	On Coated fabric & textile (Vamp lining & Quarter lining)	
a.	Tear Strength	15 N (min.)
5.	On Insole	
a.	Thickness	2 mm (min.)
b.	Water absorption	70 mg/cm ² (min.)
c.	Water desorption	80% (min.)
d.	Abrasion resistance	400 cycle (min.)
6.	On Insock	
a.	Abrasion resistance (Dry)	25600 cycle (min.)
b.	Abrasion resistance (Wet)	12800 cycle (min.)
7.	On Sole	
a.	Thickness	6 mm (min.)
b.	Tear Strength	8 kN/m (min.)
c.	Abrasion resistance	150 mm ³ (max)
d.	Flexing resistance (30000 flex cycle)	4 mm (max) cut growth
e.	Hydrolysis (30000 flex cycle)	6 mm (max) cut growth
f.	Interlayer bond strength	4 N/mm (min.)
8.	Whole Footwear	
a.	Penetration Resistance Test	1100 N (min.)
9.	High Voltage test	No breakdown/flashover at minimum 15 KV AC for 1 minute.

4.0 INSPECTION

- 4.1 The Purchaser's representative shall at all times be entitled to have access to the works and all places of manufacture, where shoe shall be manufactured and representative shall have full facilities for unrestricted inspection of the Supplier's works, raw materials and process of manufacture for conducting necessary tests as detailed herein.
- 4.2 The Supplier shall keep the Purchaser informed in advance so that arrangements can be made for inspection.
- 4.3 No material shall be dispatched before it has been satisfactorily inspected and tested, unless the inspection is waived off by the Purchaser in writing. In the latter case also the safety shoes shall be dispatched only after satisfactory testing for all tests specified herein have been completed.
- 4.4 The acceptance of any quantity of material shall in no way relieve the Supplier of any of his responsibilities for meeting all requirements of the Specification, and shall not prevent subsequent rejection if such material is later found to be defective.

5.0 SAMPLE:

The supplier shall furnish three samples of pair of insulated safety shoes alongwith their bid for approval failing which their offer is liable to be rejected.