RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED
(An ISO 9001:2008 Certified Company)
[Corporate Identity Number (CIN) L40109RJ2000SGC016485]
Office of the Superintending Engineer (Proc-I)
Gate #3, Old Power House Premises, Near Ram Mandir, Banipark, Jaipur-302006
Tel : 0141-2208916 Fax : 2208916/2208921 E Mail: se.tlpc@rvpn.co.in

BID DOCUMENT NO. RVPN/SE/PROC-I/XEN-3/A-6/BN-9015001725

Short term bids are hereby invited through e-bid system for purchase of PG Clamp suitable for ACSR Zebra to Zebra. Bids are to be submitted online in electronic format on website http://eproc.rajasthan.gov.in. The Bid document / specification can be downloaded from above mentioned website.

GENERAL DETAILS:

A	NIB No.	PROC-I/NIB-12 /2017-18/BN-9015001725
B	Cost of Bid Document	Cost of Bid Document: Rs. 2,500.00 (Rupees Two Thousand Five Hundred only) + GST @18% (Non-refundable) Rs. 1,250.00 (Rupees one thousand two hundred fifty only) + GST @18% in case of Micro, Small and Medium Enterprises of Rajasthan on furnishing documentary evidence (Non-refundable).
C	Processing Fee of RISL	Rs. 1000.00 (Rupees One Thousand only) + GST @18% (Non-refundable)
D	Bid Security BG	(i) Rs. 1,13,900/- (Rupees One Lac Thirteen Thousand NIne Hundred only) or Valid Bid Securing Declaration. (ii) Rs. 57,000/-(Rupees Fifty Seven Thousand only) in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction. (iii) Rs. 28,500/-(Rupees Twenty Eight Thousand Five Hundred only) in case of Micro, Small And Medium Enterprises of Rajasthan. Note: The firms registered with RVPN under "Vendor's Registration Scheme" as per Clause No. 1.5.3 of Section-II are also required to furnish Bid Security as above.
E	Validity	120 days after the date of bid opening
F	Base date for price variation irrespective of date of opening of bid.	01.02.2018

QUANTITY:

Item. No.	Items	Qty. (sets)
1	PG Clamp for Zebra to Zebra	13649

IMPORTANT DATES:

S. No.	Events	Date & Time	Location
(i)	Downloading of bid specification	From 27.02.2018 (6.00 PM) to 15.03.2018 (6.00 PM)	http://eproc.rajasthan.gov.in

S. No.	Events	Date & Time	Location
(ii)	Deposit of Cost of Bid Specification, Processing Fee & Bid Security	Up to 14.03.2018 (3.00 PM)	Office of the SE(Proc-I), RVPN, Gate #3, Old Power House Premises, Near Ram Mandir, Banipark, Jaipur-302006
(iii)	Pre. Bid meeting along with Pre-bid Queries. (Refer clause No 1.16 of Section –I)	-	-
(iv)	Start of submission of electronic bid	28.02.2018 (10.00 AM)	http://eproc.rajasthan.gov.in
(v)	End of submission of electronic bid	15.03.2018 (6.00 PM)	http://eproc.rajasthan.gov.in
(vi)	Opening of Technical Bid	16.03.2018 (11.00 AM)	http://eproc.rajasthan.gov.in
(vii)	Opening of Price Bid	To be intimated separately to the qualified bidders	http://eproc.rajasthan.gov.in

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CHECK LIST

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

S. No.	Particulars as per Bid document	Description of required document	Details of documents to be uploaded by bidder along with relevant page Nos.
(I)	COVER–I : Details of fee/ certificates for Bid Security, Bid processing fee and Cost of Bid document (.pdf)		
1	Details of Bid Security/ exemption certificate/ Valid Bid Securing Declaration	Proof of depositing Bid Security (DD or BG in format as per Annexure –III) as under:- (i) Rs. 1,13,900/- (Rupees One Lac Thirteen Thousand NIne Hundred only) or Valid Bid Securing Declaration. (ii) Rs. 57,000/-(Rupees Fifty Seven Thousand only) in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction. (iii) Rs. 28,500/-(Rupees Twenty Eight Thousand Five Hundred only) in case of Micro, Small And Medium Enterprises of Rajasthan. Note: The firms registered with RVPN under "Vendor's Registration Scheme" as per Clause No. 1.5.3 of Section-II are also required to furnish Bid Security as above.	
2	Bid processing fee	Proof of depositing DD/ Banker's Cheque towards e- Bid processing fee.	
3	Cost of Bid Document	Proof of depositing cost of Bid documents (DD/ Banker's Cheque).	
(II)	COVER–II : Techno- Commercial Bid (.pdf)		
1	Documents regarding Qualifying Requirement (Schedule- I)		
i)	Bidder's status:	MoA, RC, GST Registration	
ii)	Technical experience		
a)	Past supply Criteria	CA certificate towards meeting Past supply criteria of QR	
b)	Type test criteria	Type test certificates towards meeting Type test criteria or Undertaking alongwith Type Test Security in prescribed format at Appendix –II	
c)	If quoted as Authorised distributor or selling agent (bona-fide dealer) of the manufacturer	Manufacturer's authorization certificate as per Schedule-II of bid document	
iii)	Financial position:	Audited balance sheets and income statement or Certificate by Chartered Accountant	
iv)	Disqualification	Declaration in Appendix -V	
2	Quantity offered/Quoted (Schedule -IV)	Details of quantity offered/ quoted by the bidder along with other confirmations	

S. No.	Particulars as per Bid document	Description of required document	Details of documents to be uploaded by bidder along with relevant page Nos.
3	Technical Particulars (Schedule -V)	Guaranteed Technical Particulars	
4	Technical Deviation (Schedule -VI A)	Form of Departure/ Deviation from Technical Specification	
5	Commercial Deviation (Schedule -VI B)	Form of Departure/ Deviation from commercial terms & conditions of the bid document	
6	List of Past Supplies (Schedule -VII)	Details of Past supplies in Schedule -VII of bid document	
7	Delivery Schedule (Schedule -VIII)	Delivery schedule in Schedule -VIII of bid document	
8	List of Equipments & technical hand available (Schedule -IX)	Details of equipments & technical hand available in Schedule -IX of bid document	
9	Authorization of Digital Signature	Power of Attorney for authorized signatory to sign the Bid document digitally.	
10	Information related to MSMED, in case bidder is registered under the MSMED Act 2006	Copy of certificate indicating entrepreneurs memorandum no. registered under the MSMED Act 2006	
11	Details of GST authority	Name & Complete address of GST authority under whose jurisdiction their works/ office falls	
12	Balance-Sheet	Copy of Balance-Sheet for last 3 years.	
13	Bidder's contact details	Name & correspondence address of the bidder along with phone, Fax & e-mail	
14	Appendix-I	Confirmation for payment through RTGS/ NEFT in Appendix -I of specification	
15	Appendix -IV	Compliance with the Code of Integrity and No Conflict of Interest	
16	Appendix -V	Declaration by the Bidder regarding Qualifications	
17	Appendix -VI	Grievance Redressal during procurement process	
18	Appendix -VII	Format of affidavit for MSME unit- 'Form B'	
19	Appendix -IX	Pre-Bid Queries Format	
20	Appendix -X	Format of Application by MSME for Price Preference or Purchase Preference or both in procurement of Goods and Certificate issued by General Manager District Industries Centre as per above if applicable-FORM A	
21	Appendix-XI	Price variation formula	
22	Appendix -XIII	Additional Conditions of Contract	
(III)	COVER –III : Financial/Price Bid/BOQ (.xls)		
1	Bid form/ Price bid/ BOQ (Schedule -III)	Details of Price quoted for the material offered in Schedule-III of the bid document	

Note:

1. Please indicate Page No. of related document/proof submitted to evaluate the bid.

2. All documents should be submitted online in .pdf Format only except Cover –III (which shall be in .xls format).

3. All the required information shall be furnished strictly in prescribed Schedules/ Formats only. Any information other than the prescribed schedules/ formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Schedules/ Formats.

4. Each of above document to be uploaded with DSC on or before due date shall be dully signed and stamped on each page by the authorized person of company.

5. The purchaser may advise any bidder to furnish the documents in original or copy duly attested by Notary as the case may be for verification, in physical form on short notice of three days.

IMPORTANT NOTES

1. The bidders are requested to submit their bids online prior to last date of submission to avoid non-submission of their bids up to prescribed date. The purchaser shall not be responsible for non-submission of bids by the bidder up to prescribed date & time due to non-availability/ hanging of website in last moments or any other reasons whatsoever. The last date of submission of bids will not be extended on such accounts.

2. In case, the date fixed for opening of the bids be declared as a public holiday, the bid shall be opened on the next date on which office re-opens after such holiday(s).

3. Physical submission of bids is not allowed.

4. Bids shall be valid for a minimum period of 120 days after the date of opening of bid. Bids mentioning a shorter validity period than specified are likely to be rejected/ ignored.

5. The bidders who are interested in bidding can download bid documents from http://eproc.rajasthan.gov.in and http://sppp.rajasthan.gov.in up to the stipulated date & time.

6. A pre-bid conference is also scheduled to clarify doubts within the period specified in the NIB of the Prospective bidders who have deposited the cost of bid specification as per the details mentioned in the clause No.1.16 of Section-I. The minutes and response shall be provided promptly to all bidders and shall be published on the respective websites.

7. Bids are to be submitted online in electronic format only for technical and financial proposals both on website http://eproc.rajasthan.gov.in.

8. The details of this bid notification and pre-qualification criteria (Schedule-I) can also be seen in NIB (Notice Inviting Bid) exhibited on website http://energy.rajasthan.gov.in/rvpnl.

9. Bidders who wish to participate in this bid will have to register on http://eproc.rajasthan.gov.in (bidders registered on eproc.rajasthan.gov.in before 30.09.2011 needs to register again). To participate in online bids, Bidders will have to procure Digital Signature Certificate (Type – II or Type – III) as per Information Technology Act-2000 with latest amendments using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e TCS, Safecrypt, Ncode etc. Or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for future assistance. The contract details are as under.

   Contact No.: 0141 – 4022688 (Help desk 10.00 AM to 6.00 PM on all working days)
   E-mail: eproc@rajasthan.gov.in
   Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

10. Bidders are also advised to refer “Bidders Manual” available under “Downloads” section of website http://eproc.rajasthan.gov.in for further details about the e-bidding process.

11. The bids will have to be digitally signed by the bidder and submitted online in 3 covers within the time specified on http://eproc.rajasthan.gov.in. Furnishing of bid offer shall be strictly in the manner as prescribed in Clause No. 1.02 of Section-I of this Specification, failing which the bid is liable for rejection.

12. The cost of bid document and Bid Security should be submitted physically up to stipulated date & time in following manner otherwise the techno-commercial bid in electronic form (cover -II and cover -III) will not be opened :-

(a) The bidder will have to deposit prescribed cost of bid document by DD/Banker's Cheque payable in favour of Accounts Officer (P&C-I), RVPN Ltd., Jaipur payable at Jaipur up to stipulated date & time in the office of the A.O. (P&C-I), Gate #3, Old Power House Premises, Near Ram Mandir, Banipark, Jaipur-302006 and obtain a receipt thereof.

(b) The bidder will have to deposit prescribed Processing Fee by DD/Banker's Cheque (Cash not acceptable) in favour of MD, RISL payable at Jaipur with the AEN (Proc-I) up to stipulated date & time in the office of the SE (Proc-I) and obtain an acknowledgement thereof.

(c) The bidder will have to furnish Bid security/Valid bid securing declaration as per Clause No.1.03 of Section-I of this bid document. The bidder will have to deposit prescribed Bid security by DD/Banker's Cheque payable in favour of Accounts Officer (P&C-I), RVPN Ltd., Jaipur payable at Jaipur or Bank guarantee in acceptable form in prescribed format (Appendix-III) up to stipulated date & time in the office of the A.O. (P&C-I) and obtain a receipt/ acknowledgement thereof. The firms registered with RVPN under "Vendor Registration Scheme" as per Clause No. 1.5.3 of Section-II are also required to furnish the Bid Security.

The Departments of the Rajasthan State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the Rajasthan State Government and Government Undertakings of the 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. All commercial terms & conditions shall be as per Instructions to Bidders (Section-I) and GCC (Section-II) & its further amendments (if any).

14. Offers of bids without Schedule – II to IX and without relevant documents with respect to qualifying requirements or is accompanied by incomplete Appendix/Annexure/ Schedules as prescribed in Clause 1.04 of Section-I of this Specification, is liable for rejection.

15. RVPN reserves the right to accept minor deviation(s) in qualifying requirement and techno - commercial conditions on its merits.

16. Technical and Commercial deviations, if any, shall only be mentioned in Schedule –VIA & VIB respectively 'Departure from the Specification' attached with this bid document. Mentioning of such deviations elsewhere in the offer will not be considered as deviation and shall be ignored. The printed terms and conditions of firms, if any, attached with the bid will not be considered. RVPN shall have right to accept or reject these deviations.

17. The bidders are required to offer/ bid 100% of the NIB quantity in Schedule -IV and attach the same with Techno-Commercial bid.

18. Bidder shall indicate separately in their bid, the Ex-works prices, applicable IGST/ CGST & SGST with their applicable rates in Schedule -III (Price schedule) of Bid document. Bidder shall also indicate in their 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-III of Bid document.

19. Price and/ or purchase preference to the Micro, Small and Medium Enterprises situated in Rajasthan shall be given as per notification/ guidelines notified by the Rajasthan State Government before actual date of opening of technical Bid in the evaluation of bids and award of contract.

20. The bid quantity distribution shall as per Clause No. 1.21 of ITB.

21. Any upward or downward variation in the effective rates of existing taxes/duties or change in financial liability due to introduction of new taxes/ duties or abolition of existing taxes/duties within stipulated delivery/ completion period shall be to RVPN's account and all taxes/duties shall be paid at actuals.

    Any additional financial liability due to increase in rates of existing taxes/ duties and introduction of new taxes and duties arising consequent upon failure of the supplier/ contractor to adhere to the stipulated delivery/ completion period shall have to be borne by the supplier/ contractor. However any reduction in financial liability due to abolition of existing taxes/duties or revision in the effective rate of taxes/duties after expiry of stipulated delivery/ completion period shall be passed to RVPN.

22. The prices quoted shall be variable without any ceiling as per IEEMA price variation formula for Hardware Clamps & Connectors for 132kV & 220kV Sub Station (Appendix-XI) with respect to prescribed base date irrespective of the date of opening of bid. The price variation shall be applicable on Ex-Works prices, which includes packing and forwarding charges. Price variation shall not be applicable on freight and insurance charges. The detailed provisions made for standardizing PV claim are enclosed with PV formula (Appendix-XI).

    In case IEEMA changes the applicable formula for price variation for any item and issue guidelines for adopting the same during pendency of the contract, the new formula and guidelines shall become applicable for which no confirmation shall be taken from the supplier.

24. Material/ Equipment on order shall be required to be dispatched by Road on "Freight paid basis".

25. Bidders shall indicate in their bid the name and complete address of GST authorities under whose jurisdiction their works/office falls.

26. If the bidder 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 District Industries Centre under the above Act for the items/services covered under this bid, then the bidder has to indicate the Entrepreneurial Memorandum No. (Twelve digit), scanned copy of the acknowledgement of EM-II issued by the authorities under the MSMED act-2006 should be uploaded along with the online bid.

27. Payment shall be made to supplier/contractor through RTGS/ NEFT for quick and safe transfer of funds across the country. The charges for transfer through RTGS/ NEFT shall be on the part of supplier/ contractor. The supplier/ contractor shall furnish particulars to the payment making authorities of RVPN in prescribed format to be provided by the purchaser.

28. All bid documents after filling requisite information/ details desired in the specification & Qualifying Requirement shall essentially be signed digitally and submitted on http://eproc.rajasthan.gov.in in time as per checklist provided with the bid document. The checklist along with relevant page nos. shall also be submitted with the bid. Submission of the electronic bid shall be deemed to be the conclusive proof of the fact that the bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated /commented by him in his bid.

29. The bidders are required to furnish the clarification/ confirmation/ documents sought subsequent to opening of bid online in electronic Format only within specified time failing which, the case shall be finalized/ decided on the basis of available information. The responsibility of being ignored on account of delay in furnishing of desired information/ documents shall be of the bidder(s). The bidders are advised to furnish their bid carefully as no clarification/ confirmation/ documents shall be considered related to Pre-Qualifying-Requirement subsequent to opening of bid.

30. No conditional bids shall be accepted and will be rejected summarily forthwith.

31. The Nigam reserves the right to cancel the bid at any time without assigning any reasons. The NIGAM does not bind himself to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.

32. No refund of bid specification cost is claimable under any circumstances to any of the bidder.

33. This specification includes Section-I, Section-II, and Section-III, Schedules and Appendices.

34. Though a single BOQ "Schedule-IV" has been prepared for all the items to be purchased under this bid enquiry, bidders shall be qualified and evaluated item-wise. Accordingly, price quote by the disqualified item of any bidder shall not be considered even if it is lower than the lowest price of the qualified bidder for that particular item.

35. If the bidder furnishes incomplete or false representation in forms, Statements and/ or attachments submitted as proof of the qualifying requirement in order to mislead the purchaser, their bid shall be rejected.

36. Notwithstanding anything stated as above, the Nigam reserves the right to assess the bidder's capabilities and capacity in terms of concurrent project commitments to perform the contract, should the circumstances warrant such assessment in the overall interest of the Nigam.

37. Evaluation of bids shall be done on items wise basis. The position of bidders in the ascending order of items wise prices shall be tabulated in statement considering all inclusive unit FOR Destination price for award. However if any notification/ guidelines regarding comparison of prices is notified by the Rajasthan State Government before actual date of opening of technical Bid, the same shall be considered for award.

SECTION -I
INSTRUCTIONS TO BIDDERS

1.01 INTRODUCTION :

The bidder, in his own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in Section -II & III before filling the bid form. If he has any doubt as to the meaning of this specification or any portion thereof, he shall before submitting the bid, furnish them to the SE (PROC-I) Rajasthan Rajya Vidyut Prasaran Nigam Ltd., Jaipur in writing at least fifteen days before the specified date of opening of bids in order that such doubts may be removed. Submission of the bid shall be deemed to be the conclusive proof of the fact that the bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated / commented by him in his bid.

1.02 FILLING OF BIDS :

a) Bids shall be submitted **online** in the electronic format in the forms/schedules attached here to and all blanks in the bid and the schedules to the specification shall be duly filled in. The completed forms, schedule(s) shall be considered as part of the contract documents in the case of successful bidder(s).

b) No alteration should be made to the format of the bid specification and schedules. The bidder must comply entirely with specification.

c) The bid and all accompanying documents shall be in Hindi/English Language and shall be signed digitally by a responsible and authorised person. The name, designation and authority of the signatory shall be stated in the bid.

d) Bid should be duly filled in and must be submitted online after signing digitally.

e) All additions, alterations and over-writings in the bid must be clearly initialled/ signed by the authorized signatory of the bidder.

f) The bidder must quote the prices strictly in the manner as indicated herein, failing which, bid is liable for rejection. The rate/prices shall be entered in words as well as figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leaves any room for doubt.

g) The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.

h) Any printed conditions of sale on the bid shall not be accepted by the Purchase Authority. The bidder shall incorporate his conditions of sales, if any, in the text of the bid itself.

i) The bid offer shall be submitted in time specified on http://eproc.rajasthan.gov.in in electronic format in the following manner :-

   i) COVER –I for details of Bid Security /Bid Securing Declaration (as the case may be), Bid processing fee and Cost of Bid document (to be filed in .pdf format).

      (a) The bidder will have to deposit prescribed cost of bid document by DD/Banker's Cheque payable in favour of Accounts Officer (P&C-I), RVPN Ltd., Jaipur up to stipulated date & time in the office of the AO (P&C-I), Gate #3, Old Power House Premises, Near Ram Mandir, Banipark, Jaipur-06 and obtain a receipt thereof.

(b) The bidder will have to deposit prescribed Processing Fee by DD/Banker's Cheque (Cash not acceptable) in favour of M.D, RISL payable at Jaipur with the AEN (Proc.-I) up to stipulated date & time in the office of the SE (PROC-I), Gate #3, Old Power House Premises, Near Ram Mandir, Banipark, Jaipur-06 and obtain an acknowledgement thereof.

(c) The bidder will have to furnish Bid security/ Valid bid securing declaration as per Clause No.1.03 of Section-I of this Specification. The bidder will have to deposit prescribed Bid security by DD/Banker's Cheque payable in favour of Accounts Officer (P&C-I), RVPN Ltd., Jaipur or Bank guarantee in acceptable form in prescribed format (Appendix -III) up to stipulated date & time in the office of the AO (P&C-I), Gate #3, Old Power House Premises, Near Ram Mandir, Banipark, Jaipur-06 and obtain a receipt/acknowledgement thereof. The firms registered with RVPN under "Vendor's Registration Scheme" as per Clause No. 1.5.3 of Section-II are also required to furnish the Bid Security.

ii) COVER –II for Techno- Commercial Bid (to be filed in .pdf format)

In this part of bid, bidder will have to furnish Guaranteed Technical Particulars in regard to all requirement details of Technical Specification (Section-III) and confirmation of commercial terms and conditions of GCC (General Conditions of Contract) and its addendum/corrigendum if any, along with details required in various/schedules "EXCEPT THE PRICE SCHEDULE" so that the purchaser may be able to examine whether the offer submitted is technically acceptable and also confirm to our commercial terms and conditions or not.

iii) COVER –III for Financial/Price Bid/ BOQ (to be filed in .xls format)

This price bid shall include submission of details of prices as per Schedule-III of the specification. The price bid will be opened only after being satisfied with Technical and Commercial Bid as per qualifying requirement stipulated in the Specification and bid of such qualified bidders will only be opened. The date of opening of such price Bids will be intimated in due course of time.

iv) The bidder shall ensure that his bid is furnished/submitted strictly in the manner detailed in the Specification.

j) All bids and accompanying documents shall be addressed to the S.E.(PROC-I), RVPN, JAIPUR.

k) All bids and accompanying documents will have to be signed & stamped and submitted through DSC of authorized representative within time specified on http://eproc.rajasthan.gov.in

l) The bids/quotations given in the form other than prescribed form will not be considered.

1.03 BID SECURITY :

(a) The bid security is 2% of the estimated value of Bid. In case of Micro, Small & Medium Scale Industries of Rajasthan it shall be 0.5% of the full bid quantity and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the estimated value of bid.

The Micro, Small & 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 duly attested by Notary to claim the above.

In lieu of bid security, Departments' of the Rajasthan State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the Rajasthan State Government and Government Undertakings of the Central Government may furnish bid securing declaration. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

(b) The bid security may be given in the form of banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank.

(c) The bidder shall furnish prescribed Bid Security by DD/ Banker's cheque payable in the name of Accounts Officer (P&C-I), RVPN Ltd., Jaipur payable at Jaipur or Bank Guarantee in favour of Chief Engineer (Proc.), RVPN, Jaipur in prescribed format (Appendix -III) up to stipulated date & time, and obtain a receipt/ acknowledgement thereof. No other mode of deposit shall be accepted.

(d) The Bank Guarantee in lieu of Bid Security shall be furnished from a scheduled bank in favour of the Chief Engineer (Proc.), RVPN, Jaipur in prescribed format Appendix-III on non-judicial Stamp Paper of Rajasthan Government of the value as required under the Rajasthan Stamp duty Act purchased in the name of the executants' Bank duly authenticated either by a First Class Magistrate or Notary Public or directly confirmed by the issuing Bankers along with a certificate with regard to Stamp Duty and shall be furnished in acceptable form in the office of the A.O.(P&C-I), RVPN, Jaipur valid for 180 days from the date of opening of technical bid with the grace period of 90 days or extended validity period of the bid.

(e) Any bid not accompanied by a copy of the receipt/acknowledgement for depositing Bid Security by Banker's cheque/bank draft/Bank Guarantee or a bid securing declaration by Departments' of the Rajasthan State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the Rajasthan State Government and Government Undertakings of the Central Government shall be rejected and the bid will not be opened.

(f) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

(g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of agreement and submitting performance security. In case the successful bidder not furnished the performance security and adopt option to withheld 5% (in case of established suppliers)/ 1% (in case of Micro, Small & Medium scale industries of Rajasthan) / 2% (in case of sick industries)/ 10% (in case of other suppliers) amount in lieu of performance security from each bill on pro-rata/ proportionate basis, the bid security of the unsuccessful bidders may be released after final acceptance of successful bid and signing of agreement. In case of successful bidder, the amount of bid security may be adjusted in arriving at the amount of the

performance security, or refunded if the successful bidder furnishes the full amount of performance security.

(h) No interest shall be payable on such Deposits.

(i) The Bid security taken from a bidder shall be forfeited in the following cases, namely:-
   i. when the bidder withdraws or modifies its bid after opening of bids;
   ii. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
   iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
   iv. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
   v. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP Rules,2013.

(j) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
   i. the expiry of validity of bid security;
   ii. the execution of agreement for procurement and performance security is furnished by the successful bidder;
   iii. the cancellation of the procurement process; or
   iv. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

(k) The firms registered with RVPN under "Vendor's Registration Scheme" as per Clause No. 1.5.3 of Section-II are also required to furnish Bid Security.

1.04 <u>DOCUMENTS TO BE UPLOADED WITH THE BID:</u>

The bid shall be accompanied with the following schedules, documents. The bid which is not accompanied by any or all the following mentioned schedules, documents or is accompanied by incomplete appendixes/ schedules is liable for rejection:-

i) COVER –I (.pdf) for details of Bid Security, Bid processing fee and Cost of Bid document as detailed below:
   a) Proof of depositing Bid Security (DD/Banker's Cheque/ Bank Guarantee) or a valid bid securing declaration by Departments' of the Rajasthan State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the Rajasthan State Government and Government Undertakings of the Central Government for exemption.
   b) Proof of depositing DD/Banker's Cheque towards e- bid processing fee.
   c) Proof of depositing cost of bid documents (DD/Banker's Cheque).

ii) COVER –II (.pdf) for Techno- Commercial Bid as detailed below:
   a) Qualifying Requirement - Documentary proof towards qualifying requirement as per Schedule -I
   b) Schedule -IV - Details of quantity offered/quoted by the bidder
   c) Schedule -V - Guaranteed & Other Technical Particulars
   d) Schedule -VI(A) - Form of Departure from Technical Specification
   e) Schedule -VI(B) - Form of Departure from Commercial Specification
   f) Schedule -VII - List of Past supplies.
   g) Schedule -VIII - Delivery Schedule to be filled in by the bidder.
   h) Schedule -IX - List of Equipment & Technical Hands available.
   i) Appendix -I - Form for payment through RTGS/ NEFT
   j) Appendix -II - Performa for Bank Guarantee in lieu of type test
   k) Appendix -IV - Compliance with the Code of Integrity and No Conflict of interest.
   l) Appendix –V - Declaration by the Bidder regarding Qualifications
   m) Appendix -VI - Grievance Redressal during procurement process
   n) Appendix -VII - Format of affidavit for MSME UNIT

o) Appendix -IX - Pre-Bid Queries Format
p) Appendix -X - Format of Application by MSME for Price Preference or Purchase Preference or both in procurement of Goods and Certificate issued by General Manager District Industries Centre as per above if applicable
q) Appendix -XI - Price variation formula
r) Appendix -XIV - Additional Conditions of Contract
s) Appendix -XV - [Deleted]
t) Power of Attorney duly attested by Notary for authorized signatory to sign the bid document digitally.
u) Copy of certificate indicating entrepreneurs memorandum no. registered under MSMED Act 2006, if registered.
v) Name & Complete address of GST authority under whose jurisdiction their works/ office falls.
w) Copy of Balance-Sheet & income statements for last 3 years.
x) Name & correspondence address of the bidder along with phone/ Fax No. & e-mail address

iii) COVER -III for Financial/Price Bid/ BOQ (Schedule -III)

1.05 BID FORMAT, SUBMISSION AND OPENING OF BIDS:

a) Bidder shall submit their bid in electronic format, digitally signed and stamped on each page up to stipulated date & time. Bidder shall procure Digital Signature Certificate **(DSC)** as per IT Act – 2000 with latest amendment.
(b) The electronically received bids will be opened in the office of the Superintending Engineer (PROC-I) on stipulated date & time in the presence of such bidders or their authorized representative, who choose to be present. The system does not permit electronic submission of late bids after the due date & time.
(c) In case, the date fixed for opening of the bids be declared as a public holiday, the bids shall be opened on the next date on which office re-opens after such holiday(s).

1.06 VALIDITY OF OFFERS:

Bids shall be valid for a minimum period of 120 days after the date of opening of bids. Bids mentioning a shorter validity period than specified are likely to be ignored.

1.07 SIGNATURE OF BIDDER:

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

1.08 CAPACITY TO MANUFACTURE AND SUPPLY:

(a) In order to satisfy the Purchaser, that the person/ firm biding is technically and financially capable of executing the proposed order for the Material/ Equipment/ Plant Covered by the specification, the bidder shall furnish an evidence to this effect in the relevant schedule. In the said schedule the bidder is required to furnish information about the list of orders secured, supplies made, orders in hand/pending to be executed together with manufacturing capacity of the plant and works and testing facilities available. He may also furnish any other information in this regard which according to him qualifies him for getting the order.
(b) In case the Purchaser desires to examine and inspect through his representative(s) the said equipment and/ or the works of the bidder or his associate, necessary facilities for the same shall be timely arranged by the bidder.
(c) The bidder shall furnish a copy of his latest Balance-Sheets.

1.09 PRICES:

(a) All rates/ prices must be quoted for delivery F.O.R. destination anywhere in Rajasthan. Unless otherwise specifically indicated in the schedule of prices, requirement and desired deliveries, the material may be required to be dispatched to any Railway Station(s) or any other destination in Rajasthan. Bidder shall indicate separately in their bid the Ex-Works Price, GST (IGST/CGST & SGST) with their applicable rates. Bidder shall also indicate in their bid Freight & Insurance charges inclusive of all applicable taxes& Duties except GST. GST (IGST/CGST & SGST) with their applicable rates on F&I shall be indicated separately.

The statutory variation in taxes and duties shall be allowed as detailed below:-

(i) Any upward or downward variation in the effective rates of existing taxes/duties or change in financial liability due to introduction of new taxes/ duties or abolition of existing taxes/duties within stipulated delivery/ completion period shall be to RVPN's account and all taxes/duties shall be paid at actuals.

(ii) Any additional financial liability due to increase in rates of existing taxes/ duties and introduction of new taxes and duties arising consequent upon failure of the supplier/ contractor to adhere to the stipulated delivery/ completion period shall have to be borne by the supplier/ contractor. However any reduction in financial liability due to abolition of existing taxes/duties or revision in the effective rate of taxes/duties after expiry of stipulated delivery/ completion period shall be passed to RVPN.

(b) The quoted ex-works prices shall include the packing and forwarding charges and all other applicable taxes & duties except GST. The quoted freight & insurance charges shall also include the unloading and stacking charges unless otherwise specified separately.

(c) The rates/ prices quoted shall be 'variable' without any ceiling. The price variation shall be claimed as per standard IEEMA formula or formula specified at Appendix -XI of the bid document. The price variation shall be applicable on Ex-works prices, which includes packing and forwarding charges. Price variation shall not be applicable on freight and insurance charges.

(d) The bidders quoting 'FIRM' prices are likely to be ignored. The basic price index considered for the various components of the price variation formula shall have to be indicated by the bidders in their bids along with the date so that there may be no difficulty in finalizing the claim on the basis of such price variation formula. The bidders not indicating the basic price/ index as required are likely to be rejected.

(e) The rates/ prices shall be quoted in the manner as desired in the Schedule of prices.

(f) In the event of the purchaser exercising his option under Section-II of this specification, to get the material by Road Transport, no adjustment in respect of difference in freight between Railway Freight and Road Transport charges shall be permitted unless otherwise mutually agreed upon specifically.

(g) Any bid containing prices not quoted in the manner prescribed under the above sub- clause (a) to (f) is liable to be ignored.

(h) No representation from successful bidder for enhancement of rates, deviation in terms and conditions once accepted within the validity period of his offer will be considered.

OR

1.09 PRICES:

(a) All rates/ prices must be quoted for delivery F.O.R. destination anywhere in Rajasthan. Unless otherwise specifically indicated in the schedule of prices, requirement and desired deliveries, the material may be required to be dispatched to any Railway Station(s) or any other destination in Rajasthan. Bidder shall indicate separately in their bid the Ex-Works Price, GST (IGST/CGST & SGST) with their applicable rates. Bidder shall also indicate in their bid Freight & Insurance charges inclusive of all applicable taxes& Duties except GST.

GST (IGST/CGST & SGST) with their applicable rates on F&I shall be indicated separately.

(b) The rates/prices quoted shall include the packing and forwarding charges.

(c) The rates/ prices quoted shall be firm in all respect and independent of any variation on account of the following :-
   (i) Cost of raw materials.
   (ii) Duties and taxes on raw material(s).
   (iii) Duties and taxes on finished product.
   (iv) Exchange Rate.
   (v) Labour Charges.
   (vi) Transportation charges.
   (vii) Insurance charges.

(d) The rates/ prices shall be quoted in the manner as desired in the Schedule of prices.

(e) In the event of the purchaser exercising his option under Section-II of this specification, to get the material by Road Transport, no adjustment in respect of difference in freight between Railway Freight and Road Transport charges shall be permitted unless otherwise mutually agreed upon specifically.

(f) Any bid containing prices not quoted in the manner prescribed under the above sub- clause (a) to (e) is liable to be ignored.

(g) No representation from successful bidder for enhancement of rates, deviation in terms and conditions once accepted within the validity period of his offer will be considered.

1.10 GOODS AND SERVICE TAX (GST):

The Rajasthan Rajya Vidyut Prasaran Nigam Ltd., is registered under GST law in the Rajasthan State vide No. 08AABCR8312A1ZT and all the provisions of the GST law related to supply of Goods and Services are applicable.

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

1.11 QUANTITIES:

(a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

(b) The purchaser reserves the right to place repeat order for extra items or additional quantities up to 50% of the quantity of the individual items 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 -VIII of the specification.

(c) The purchaser also reserves the right to split the quantities and to entrust the order for the supplies to one or more suppliers. The bidder shall agree to supply part quantities ordered on him at the rates/ prices mentioned in his bid and/ or accepted by the purchaser.

As far as possible, the quantity shall be divided among three qualified bidders in 50:30:20 or among two qualified bidders (if only two bidders are qualified) in 60:40. Quantity shall be awarded to the bidder whose bid is accepted and the bidder(s) who accepts the counter offered prices respectively, if there are sufficient numbers 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(s) whose original bid(s) was/were lowest amongst those who accept the counter offer, shall be selected for placing the order apart from L-1 bidder in order of their original rank in the ascending order of statement of prices.

(d) The price preference & Purchase Preference shall be given to local enterprises of Rajasthan in comparison to bids received from enterprises outside the State, by evaluating the prices quoted, as specified in

notification issued vide Finance Department (General Financial & Accounts Division) notification dated 19.11.2015 and as specified at clause No. 1.21 of ITB.

(e) The bidder shall quote for full NIB quantity failing which the offer will be considered non responsive.

1.12 DELIVERY:

The time being the essence of the contract, the bidder should quote firm deliveries in the schedules appended with this bid document.

The bidder shall clearly state delivery schedule i.e. the commencement period of supplies and the quantity of each item to be supplied per month.

1.13 DRAWINGS,TEST CERTIFICATES & GUARANTEED TECHNICAL PARTICULARS

(a) Dimensional drawings indicating the general and/or detailed constructional features/cross sectional views/assembling or dismantling/ schematic arrangement / curves and charts/lay out for the material/equipment and its erection and commissioning and use wherever specially required under Section-III of this specification shall be keep ready and submitted in physical form on short notice if required by the purchaser.

(b) Notwithstanding anything contained in sub para(a) above, the bidder may also furnish such drawing if required by the purchaser which according to him are desirable for the material/ equipment offered.

(c) The purchaser may require the drawings as furnished by the bidder to be modified to suit the requirements of the specification. The approval of final drawings shall be necessary & binding and the supplies shall conform to the same.

(d) Duly signed and sealed copies of the latest type test certificates for all the type tests wherever prescribed in the relevant latest editions of ISS (as applicable in terms of Section -III of this specification) shall be furnished along with the bid.

(e) In case of any specific alternative requirement of type test the same shall be furnished as per Section- III of this specification.

(f) The bidder/supplier shall be required to furnish the routine/ manufacturer(s) factory test certificate(s) for the test carried out during manufacture in accordance with the latest standard specifications.

(g) The bids not accompanied by the drawings and type test certificates (wherever necessary) in terms of sub clause*(s)* above and guaranteed technical particulars as per Section- III are liable to be rejected.

1.14 SAMPLES :

Wherever required in Section- III of the Bid document the bidder shall furnish the samples of the material/ equipment to be supplied. The purchaser will not be responsible to accept any cost involved in furnishing the sample(s). Sample(s) of the unsuccessful bidders will be returned provided the sample(s) is/are not damaged/broken during transit/testing etc. if any. Such samples will be collected back by the unsuccessful bidders from the office/stores of the purchaser.

1.15 AMENDMENT IN SPECIFICATIONS:

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

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

In order to provide prospective Bidders reasonable time to take the amendment into account, in preparing their bid, the Nigam may, at its discretion, extend the

deadline for the submission of bids, in which case, the Nigam will notify all bidders on web of the extended deadline, for submission of bids.

1.16 PRE-BID MEETING/ CLARIFICATIONS:

a. A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be published on the respective websites.
b. Prospective bidders/ firms, who have deposited the prescribed cost of bid document as specified in NIB, are allowed to attend the pre-bid conference/meeting and submit their pre-bid queries only in the specified format (Appendix -IX) and schedule.
c. The period within which the bidders may seek clarifications under b. above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under:-
    i. Last date of submitting clarifications requests by the bidder: As per bid specification.
    ii. Response to clarifications by procuring entity: As specified in bid specifications
d. The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.
e. Publishing of any clarification on the respective website shall be deemed to have been conveyed to all bidders in cases of non-availability of contact details of those bidders who have purchased downloaded to the bid document, postal delay, loss of clarification in the transit.

Note: This clause shall not be applicable in case of short term NIBs.

1.17 EVALUATION OF TECHNICAL BIDS -

(1) Techno-commercial qualifications of the bidders shall be evaluated on the basis of pre-qualifying requirement specified in Schedule -I of the specification for various criteria of qualifications.
(2) Bidders who have fulfilled minimum achievement norms may be considered to have technically qualified.
(3) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial bids.

1.18 CORRECTION OF ERRORS IN FINANCIAL BIDS-

Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial bids, on the following basis: -

a) 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;
b) 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
c) 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 clause (a) and (b) above.
d) If there is a discrepancy occurred due to inappropriate quotation of applicable rates of taxes & duties, in price schedule by the bidder(s) then any liability arising thereon shall be borne by the bidder(s) in the manner below:
    (i) For evaluation of the financial bid:

(1) 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.

(2) 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 cases, 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.

(ii) 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. During currency of the contract, the variation in concessional taxes & duties up to the maximum rates shall be absorbed by the bidder.

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.

1.19 EVALUATION OF FINANCIAL BIDS-

Subject to the provisions of section 27 of RTPP Act, 2012, the procuring entity shall take following actions for evaluation of financial bids:-

(a) in case of single part bid system where bid is received in single cover along with requisite bid security, processing fee or user charges and price of bidding documents within specified time, it shall be considered for financial evaluation by the purchaser.

(b) in case of two part bid system the financial bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the purchaser in the presence of the bidders or their representatives who choose to be present;

(c) the process of opening, marking and signing on the financial bids shall be as prescribed in rule 55 RTPP Rules,2013;

(d) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;

(e) conditional bids are liable to be rejected;

(f) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central / Rajasthan State Government / Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;

(g) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order.

1.20 COMPARISON OF RATES OF FIRMS OUTSIDE AND THOSE IN RAJASTHAN-

Comparison of rates of firms outside and those in Rajasthan 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

1.21 PRICE/ PURCHASE PREFERENCE IN PROCUREMENT/ EVALUATION AND DIVIDING QUANTITIES AT THE TIME OF AWARD

1.21.1 Price preference 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 comparison to bids received from enterprises outside the State, by evaluating the prices quoted as follows:

(a) Price preference to the Micro, Small and Medium Enterprises situated in Rajasthan shall be given as per notification/ guidelines notified by the Rajasthan State Government before actual date of opening of technical Bid.

(b) in case, the prices of the local bids are not found competitive even after grant of price preference, and the bidding enterprise from outside the State is adjudged lowest, then purchase preference to local enterprises shall be given in the following manner, subject to fulfillment of all required specifications and conditions of the bid:-

(i) opportunity shall be given to local enterprises to supply 80% of the Bid quantity (with 20% order to be given to the original lowest bid enterprise). Out of this 80%, minimum of 60% would be required to be purchased from the local micro & small enterprises, in case they have also bid, and within this 60%, 4% shall be earmarked for procurement from local micro and small enterprises owned by member of Scheduled Caste or Scheduled Tribe. The remaining quantity, out of the above mentioned 80% and to the maximum limit of 20%, shall be procured from the local medium enterprises in case they have also bid.

(ii) to exercise this option of Purchase Preference for 80% of the bid quantity, in such a situation, a counter offer would be given to the local enterprise, which has quoted the minimum rate among the local bidder enterprises, to match the overall lowest (L-1) rate received. In such case, price preference stated in clause (a) above shall no longer be applicable and net lowest price (L-1 price) would be required to be matched.

(iii) in case, the lowest local enterprise does not agree to the counter offer as per sub clause (ii) above, or does not have the capacity to provide the entire bid quantity, the same counter offer shall be made to the next lowest bidder of the eligible local bidder enterprises, in that order till the quantity to be supplied is met. The contract for supply of goods to the enterprises included in the category of the micro, small and medium enterprises classified under subsection (1) of section 7 of the Micro, Small and Medium Enterprises Development Act, 2006 and situated in Rajasthan and recognized by the Industries Department may be given to the extent of their capacity by breaking the order in part for procurement of goods, in the manner provided in Clause No 1.21.2 of ITB.

(iv) 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.

Any further notification in respect of Price and/or 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.

In order to seek price preference or purchase preference or both, an application, as prescribed at Form A at Appendix -X, 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:

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.

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.

1.21.2 Bid Quantity may be distributed among more than one bidder in the following manner:

S.No.	Case	Bifurcation
1.	If the prices of the local bids are found competitive after grant of price preference.	Total Bid Quantity shall be awarded as specified at clause 1.11.
2.	If the prices of the local bids are not found competitive even after grant of price preference and the bidding enterprises from outside the State is adjudged lowest	a. 20% of bid quantity to the bidder from outside the State whose bid is accepted (overall lowest (L-1) rate). b. 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) rate received. Within this minimum 60% quantity, 4% quantity to the micro and small enterprises owned by member of Scheduled Caste or Schedule Tribe c. 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. (In case of b & c, Enterprise(s) shall be identified as per sub clause (ii) (iii) & (iv) of Clause 1.21.1 above) If none of MSME firms of Rajasthan participate in the bid or decline to match the L-1 price, in that case balance unallocated quantity may be distributed as specified at clause No.1.11

1.22 NEGOTIATIONS

(1) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

(2) Negotiations shall, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances-

(a) when ring prices have been quoted by the bidders for the subject matter of procurement; or

(b) when the rates quoted vary considerably and considered much higher than the prevailing market rates.

(3) The bid evaluation committee shall have full powers to undertake negotiations.

(4) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and email (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the

bid evaluation committee may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

(5) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

(6) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work / supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.

(7) In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

1.23 ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT-

(1) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful bid.

(2) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding documents and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding documents for the subject matter of procurement

(3) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its bid has been accepted.

(4) As soon as a bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

(5) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) shall be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or Letter of Intent shall constitute a binding contract.

(6) The bid security of the bidders whose bids could not be accepted shall be refunded as per clause No. 1.03 “Instruction to Bidders” Section-I of the specification.

1.24 APPEALS

(A) Form of Appeal.-

(1) An appeal under sub-section (1) or (4) of section 38 of RTPP Act, 2012 shall be in form of Appendix-VI “Grievance Redressal during Procurement Process” attached with the specification along with as many copies as there are respondents in the appeal.

(2) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(3) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(B) Fee for filing appeal.-

(1) Fee for first appeal shall be rupees two thousand five hundred with applicable GST and for second appeal shall be rupees ten thousand with applicable GST, which shall be non-refundable.

(2) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of the Accounts Officer (P&C-I), RVPN, Jaipur.

(C) Procedure for disposal of appeal.-

(1) 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.

(2) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(a) hear all the parties to appeal present before him; and

(b) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(3) 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.

(4) The order passed under sub-rule (3) shall also be placed on the State Public Procurement Portal.

1.25 PROCURING ENTITY'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS-

The procuring entity 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 bidders.

1.26 GENERAL:

(a) Specification/Bid document may be downloaded by any of the interested bidder through his valid Digital Signature Certificate, during the period specified for a particular bid from http://eproc.rajasthan.gov.in. The bid is to submitted through e-bidding process however specified bid document cost has to be deposited with AO(P&C-I), RVPN, Jaipur in DD/Banker cheque before filling the bid.

(b) The supplier shall treat the details of the specification and other bid documents as private and confidential and they shall not be reproduced without the written authorisation of the purchaser.

(c) The purchaser does not bind himself to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.

(d) The fact of submission of bid to the purchaser shall be deemed to constitute an agreement between the bidder and purchaser, whereby such bid shall remain open for acceptance by the purchaser and bidder shall not have option to withdraw his offer, impair or derogate the same. If the bidder be notified during the period of validity of bid that his bid is accepted by the purchaser, he shall be bound by the terms of agreement constituted by his bid and such acceptance thereof by the purchaser, until formal contract of the same bid has been executed between him and the purchaser in replacement of such agreement.

(e) The successful bidder shall have to execute the contract documents/ agreement for the proper fulfilment of the contract. He shall furnish such executed stamped agreement (in triplicate) free of charge to the purchaser.

1.27 Any action on the part of the bidder to revise the rates/prices at his own instance after the opening of the bid may result in rejection of the bid and also debar him from submission of bids to the RVPN Ltd. at least for one year.

1.28 The provisions specified in the Rajasthan Transparency in Public Procurement Act,2012/ Rules,2013, other than specified in the "Instructions to Bidders" and "General Conditions of Contract", shall prevail as per RTPP Act,2012/Rules,2013.

SECTION -II
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", "Material", "Stores", "Works", shall mean and include the plant and material to be provided and work or works 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 **BID FORM AND ACCEPTANCE OF BID:**

1.5.1 Each bidder must prepare and submit his bid strictly according to the procedure laid down in the ITB (Instructions to Bidders) clauses, along with addendum’s issued till the date & time of bid submission. The bidder may, if he deemed it essential, submit in the envelope with his bid short and concise memorandum or any letter accompanying the bid as to form part of the bid. Any bidder wishing to submit descriptive matter for consideration must enclose it in a separate envelope marked and addressed in the same manner as the bid with the addition of the word "descriptive matter".

1.5.2 The purchaser is not bound to accept the lowest bid or any bid or assign any reason for the rejection of a bid. The purchaser also reserves the right to either call for fresh bids or to accept either the whole or a part of bid or to place orders for any decreased quantity on the basis of prices quoted.

1.5.3 VENDOR'S REGISTRATION SCHEME:

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

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

NOTE:-

(a) The amount of cash deposit shall be made only by way of Demand Draft/Banker's cheque/pay order in case of local firms drawn in the name of Accounts Officer (P&C-I), RVPN, Jaipur. SSI units located in Rajasthan will be eligible for registration after depositing half of the aforesaid amounts (except A plus Cass) subject to furnishing valid SSI unit certificate of Industries Department, Government of Rajasthan.

(b) Only the regular and established suppliers/ vendors who have executed at least three bids successfully in RVPN shall be considered for new vendor registration.

(c) The SSI units located in Rajasthan will not be eligible for any concession for registration in 'A Plus' class of suppliers.

(d) The supplier/vendor registered under category 'A' and 'A Plus' shall be eligible to participate in the bids for "All Items"

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

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

Note:-Bid Security shall also be charged from the firms registered under Vendor's Registration Scheme of the Nigam.

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 15 days from the receipt 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 Standards875 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 case 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 showings 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 INTERCHANGEABITY 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 Section -III.

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. FRAGIE, 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 <u>GOODS AND SERVICE TAX (IGST/CGST & SGST):</u>

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 1he 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 of the Rajasthan State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the Rajasthan State Government and undertakings of the 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.

I.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 deligence 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 carryon 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 biding 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 thereunder 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 CLAUSE

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 in a 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 in a 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.

SECTION-III
TECHNICAL SPECIFICATION AND OTHER REQUIREMENTS FOR PG CLAMP FOR ACSR ZEBRA TO ZEBRA

3.1 **SCOPE** :

This specification covers the design, manufacture, testing at manufacturer's works before dispatch, supply and delivery of PG Clamp for ACSR Zebra to Zebra suitable for use on various 220 KV and 132 KV Grid Sub Stations in RRVPNL.

3.2 **CLIMATIC CONDITIONS**:

3.2.1 The PG Clamp for ACSR Zebra to Zebra shall be suitable for being installed directly in air for 132 & 220 KV grid substations.

3.2.2 They shall be therefore suitable for satisfactory operation under the tropical conditions listed below:-

i) Location ..... RAJASTHAN STATE
ii) Max. Ambient Air Temp.(deg.C)..... 50 deg C
iii) Min.Ambient Air Temp.(deg.C)..... (-) 5.0 deg C
iv) Average daily Ambient Air Temp..... 45 deg C
v) Max. Relative Humidity (%) 90%
vi) Min. relative humidity (%) 50
vii) Average rainfall per annum ..... 15 cm to 100cm
viii) Maximum altitude above mean sea level (Meters) .....LESS THAN 1000m
ix) Maximum wind pressure (Kg/Sq.m)..... 195
x) Seismic level (Horizontal) Acceleration)..... 0.08 g
xi) Number of rainy days per year 70
xii) Isoceraunic level (Days/annum)..... 40(thunder storm)

3.3 **STANDARDS**:

The PG Clamps for ACSR Zebra to Zebra should conform in all respect to the latest editions to IS:5561/1970. All nuts shall be made of material conforming to IS: 5561/1970. All nuts shall be made of material conforming to property clause 4.8 of IS:1367/1980 (Pt.VI) (2nd revision) with regard to its mechanical properties. All ferrous parts shall be hot dip galvanized. Electro galvanized ferrous fittings shall be checked in accordance with IS:1573/1986 with latest amendment.

3.4 **REQUIREMENT** :

The requirement of hardwares clamp & connectors for EHV substations are as indicated below :

Item. No.	Items	Qty. (sets)
1	PG Clamp for Zebra to Zebra	13649

The purchaser reserves the right to split the quantity & to entrust the order for the supplier on one or more supplier. The Bidder shall agree to supply part quantity if ordered on him at the rates/ prices mentioned in the tender and accepted by the purchaser.

3.5 POWER CONNECTORS :

3.5.1 MATERIALS:

All materials used shall conform to the relevant ISS. All aluminium and aluminium alloy used in the manufacture of the connector shall conform to designation A6 of IS:617(1975) Latest amended and IS:1367 (latest amended). Non-ferrous alloy bolts, nuts and spring washers shall conform to the relevant Standards.

3.5.2 DIMENSIONS AND TECHNICAL REQUIREMENTS :

Various minimum dimensional and technical parameters should be met as indicated in Annexure-I.

3.5.3 GENERAL REQUIREMENTS :

The power connectors shall be pressure die casting, smooth and free from cavities, blow-holes, surface blisters, cracks and other defects like sharp radii of curvature, ridges & excrescence which might lead to localized pressure or damage to conductor in service. All sharp edges and corners shall be blurred and rounded off. Power connectors shall be so designed and proportioned that they are capable of safely withstanding stresses to which they may be subjected (including these due to short circuit and climatic conditions) and that the effect of vibrations, both on the conductor and the connector itself are minimized. Sufficient contact pressure should be maintained at the joint by the provision of the required number of bolts or other fixing arrangements. But the contact pressure should not be so great as to cause relaxation of the joint by coil blow. The joint should be such that the pressure is maintained within the range under all conditions of service. To avoid excessive local pressure, the contact pressure should be evenly distributed by the use of pressure plates, washers or suitable saddles of adequate area and thickness.

3.5.4 RATINGS :

i) Rated current: The rated current of power connectors and clamps shall be 1250 amp for ACSR Zebra.

ii) Rated frequency of the power connectors shall be 50 Hz.

iii) Rated short time current: Rated short time current of the connectors shall be as under:

Short time r.m.s. current	for 1 sec.
Connectors suitable for Zebra	40.0 kA

3.5.5 LIMITS OF TEMPERATURE RISE :

The limits of temperature rise specified are based on the following reference ambient temperatures:

a)	Maximum ambient air temp	50.0 Deg.C
b)	Maximum daily average ambient temp	45.0 Deg.C
c)	Maximum yearly average ambient temp	45.0 Deg.C

The temperature rise of power connectors above a reference ambient temperature of 40 Deg.C. when carrying rated current as above shall not exceed 45 Dec.C to fulfill the requirement of Cl.6 of IS:5561(1970).

3.5.6 PROTECTION AGAINST CORROSION:

All parts of power connectors shall either be inherently resistant to atmospheric corrosion or be suitably protected against corrosion, both during storage and in service.

All ferrous metal parts intended for outdoor use, except those made of stainless steel shall be protected by hot-dip galvanizing in accordance with IS:2633 (1986). The threads of nuts

and tapped bolts shall be cut after galvanizing and shall be well oiled or greased. All other threads shall be cut before galvanizing.

3.6 **TYPE TEST CERTIFICATES** :

The bidder shall submit duly signed and sealed copies of the following latest type test certificates as given below, not older than seven years as on the date of bid opening, from a NABL/ ILAC-MRA Accredited Laboratory, as per this Technical Specification or equivalent International standards like IEC, IEEE etc. Bids without type test reports will not be considered for evaluation. The drawing No. of the samples on which type tests were conducted should be clearly stated in the test report. A copy of the relevant detailed drawing indicating material, dimensions, weight etc. and duly signed and stamped by the testing authority should also be enclosed with the test report. The test should have been conducted on as many samples as specified in the ISS. The Bidder shall furnish a certificate to the effect that the material offered is identical in quality and performance with those given in test reports.

3.6.1 PG Clamp

a.	Visual examination test	IS: 5561 (1970) with latest amendment
b.	Verifications of dimensions	
c.	Tensile test	
d.	Resistance test	
e.	Temperature rise test	
f.	Short time current test	
g.	Galvanizing/Electroplating test	

3.7 ACCEPTANCE TEST

3.7.1 PG Clamp

a.	Visual examination test	IS: 5561 (1970)with latest amendment
b.	Verifications of dimensions	
c.	Tensile test	
d.	Resistance test	
e.	Galvanizing test/Electroplating test	

3.8 Routine tests

Test shall be carried out on each item by the supplier & to check requirements which are likely to vary during production as per relevant ISS (with latest amendment)

3.9 **MARKING** :

3.9.1 **ON HARDWARE CLAMPS:**

Following shall be marked on caps, clamps & lugs:

i) Name of trade mark of the Manufacturer.
ii) Country of Manufacturer(s)
iii) Mark shall be forged or stamped with a steel die before galvanizing. The mark shall be distinct, durable and conspicuous.

The material bearing ISI Certification mark shall be given preference.

3.10 **PACKING** :

For packing PG clamps wooden case/double gunny bag shall be employed. The packing should be able to withstand rough handling during transit and storage at destination. The heads and threaded portions of fittings shall be properly protected against damage. The gross weight of each packing shall not normally exceed 50 Kgs. All nuts shall be hand tightened over the bolts and screwed upto the farthest point. The list showing quantity of components, product drawing and assembly/ maintenance instructions for the users should be sent with each consignments. One set of the approved drawings in respect of each item

should be sent to the respective consignee(s) while dispatching the material. 2.5% extra bolts, nuts, washers etc shall be supplied without any extra cost.

3.11. **INSPECTION** :

i) The Purchaser shall have access at all times to the works and all other places of manufacture, where power conductor and ground wire accessories and hardware fittings are being manufactured and the manufacturer shall provide all facilities for unrestricted inspection of the Supplier's works, raw materials, manufacture of all the accessories and hardware and for conducting necessary tests as detailed herein.

ii) No material shall be dispatched from its point of manufacture unless the material has been satisfactorily inspected and tested.

iii) No acceptance of any quality of accessories and hardwares shall in no way relieve the Supplier of his responsibility for meeting all the requirements of this specification and shall not prevent subsequent rejection if such materials are later found to be defective.

iv) The inspection and testing shall be carried out as per clause No.1.27 of GCC.

3.12. **DRAWINGS**:

The Bidder should submit detailed drawing showing design and dimensions of the complete hardware set along with design, weight and dimension of various parts. Full particulars of the conductor clamps shall be given and the type of material used of various parts should be clearly specified either on the drawing or in a separate statement.

The bid drawings should consist of:
i) Dimensioned assembly drawings of the complete fittings.
ii) Weight of Aluminium and steel portion separately.

3.13 **GUARANTEED TECHNICAL PARTICULARS FOR HARDWARE CLAMP & CONNECTORS**
Technical particulars of conductor in Annexure-II. The technical particulars of PG Clamp Zebra to Zebra shall be given by the Bidder in Schedule-V. Tenders not accompanied by schedule V are likely to be ignored.

3.15 DELIVERY:

Delivery shall be as follows:

S. No.	Particular of item	Qty. (sets)	Quantity to be supplied from the date of issue of PO (sets)	
			within 1 month	after 1 month and before 3 months
1	PG Clamp for Zebra to Zebra	13649	6825	6824

The bidder is to confirm this delivery requirement in Schedule VIII.

3.16. **QUANTITIES** :

The purchaser reserves the right to place repeat order for extra items or additional quantities up to 50% of the quantity of the individual items on the rates and conditions in the contract. The delivery period for such extra/ additional items shall be increased proportionately as per delivery period indicated in Schedule- VIII of this specification.

3.17 **TESTING FACILITIES**:

The Bidder must indicate clearly about the various testing facilities for type tests as well as routine, acceptance tests as per relevant ISS in respect of PG Clamp as are available at the Bidders works. In case no testing facilities are available at the Bidder's works, particulars of the place where such testing is proposed to be conducted during the course of inspection must be indicated.

3.18 **DEVIATIONS FROM SPECIFICATIONS :**

The technical specification contained in this section are for the guidance of the bidder. Any deviation from the purchaser's specification will be considered on their relative merits in respect of performance, efficiency, durability and overall economy consistent with the purchaser's requirements. Such deviations shall be clearly entered by the Bidder in the form as per Schedule-VI A & VI B of the specification.

Annexure-I

DIMENSIONAL AND TECHNICAL REQUIREMENTS OF POWER CONNECTOR SUITABLE FOR EHV GRID SUB STATIONS CONFORMING TO IS:5561

VARIOUS MINIMUM DIMENSIONS AND TECHNICAL PARAMETERS MET AS INDICATED HEREUNDER:

1.	P.G. CLAMP SUITABLE FOR ACSR ZEBRA TO ZEBRA	A)	LENGTH	186 MM
		B)	THICKNESS OF METALLIC PARTS	12 MM
		C)	NO. OF BOLTS ALONGWITH PLAIN WASHER,- SPRING WASHERS OR LOCK NUTS	3 NOS
		D)	SIZE OF BOLTS -	16 MM DIA X 65 MM LENGTH.

Annexure-II

TECHNICAL PARTICULARS OF CONDUCTOR AND GROUND WIRE.

A. **CONDUCTOR :**

1	Material	ACSR Conductor
2	Size	Aluminium 54/3.18 mm + Steel. 7/3.18 mm, 420 mm sq. Code name `Zebra'.
3	Minimum breaking load	13289 Kgs.
4	Over all diameter	28.62 mm
5	Approx. mass (Kg./KM)	1621

Schedule -I

QUALIFYING REQUIREMENTS FOR BIDDERS FOR SUPPLY OF PG CLAMP FOR ACSR ZEBRA TO ZEBRA

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	**BIDDER'S STATUS**: **1.1** The bidder must be a company registered under the Companies Act, 1956/2013 or Proprietary firm or a Partnership firm.	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
	1.2 The bidder should be registered under Goods & Services Tax Act	Copy of GST Registration.
2	**TECHNICAL EXPERIENCE:** **2.01** The bidder must be a manufacturer of PG Clamp: **a) Past Supply criteria**: The manufacturer should have supplied directly or through his representative at least 80% of the NIB quantity of PG Clamp for Zebra to Zebra or higher rating in any one year (i.e. continuous period of 12 months) during the last five years as on the date of technical bid opening.	Certificate from Chartered Accountant bearing membership number with the name & address of the Chartered Accountant. The certificate should clearly indicate the quantity supplied of PG Clamp for Zebra to Zebra or higher rating, period of supply, name and address of the purchaser and end user.
	c) Type Test Criteria: Valid Type test(s) of offered material/ equipment as specified in Section -III of Bid document conducted at laboratory accredited by NABL/ International Laboratory Accreditation Cooperation Mutual Recognition Arrangement (ILAC-MRA) signatory agency (in case of foreign laboratory), accredited for the tests conducted. Type tests conducted in house laboratory of bidding firm even if it is a NABL accredited / ILAC accredited	Duly self-attested copies of Type test certificate(s) not older than 7 years, as on the date of bid opening. For this purpose date of conducting type test will be considered.

S. No.	Qualifying Requirement details	Supporting documents required to be furnished
	shall not be accepted in case of their own bid. This will not apply if biding firm is Govt. company / Public Sector Undertaking.	
	However, in the following cases type test(s) can be conducted before commencement of supplies: (i) Where one or more type test (s) is / are older than 7 years. (ii) Where new type tests have been added in the specification. (iii) Where some changes in respect of type test procedure of existing type tests have been introduced in the relevant standard. (iv) Where the new item is being purchased by Nigam for the first time. **Note**: In case, the bidder fails to furnish the type test certificates before commencement of supplies, their bank guarantee/ DD /pay order will be invoked/ forfeited. **2.02** Authorised distributor or selling agent (bona-fide dealer) of the manufacturers may also participate provided the manufacturer fulfills the qualifying requirements.	(a) Undertaking stating that valid type test certificate as above shall be furnished before commencement of supplies without asking any delivery extension. (b) Bank guarantee from a Scheduled bank in prescribed proforma at Annexure-II or DD/ Pay order amounting to Rs. 5.0 lacs (Rupees lac) in lieu of Type test(s). (i) Manufacturer's authorization certificate in prescribed proforma at Schedule-II in favour of the bidder furnishing the bid (ii) Documents in respect of manufacturer fulfilling the qualifying requirements
3	**FINANCIAL POSITION**: The Networth (Total Assets –Total Liability) of the manufacturer/bidder for last three (3) years (FY14-15, FY15-16 & FY16-17) should be positive.	Audited balance sheets and income statement or Certificate by Chartered Accountant.
4	**DISQUALIFICATIONS:** 4.1 The bidder should: (a) have fulfilled his obligation to pay the taxes payable to Government viz. GST etc.; (b) 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; (c) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their	Declaration in Appendix-V

S. No.	Qualifying Requirement details	Supporting documents required to be furnished
	qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; (d) not have a conflict of interest as has been specified in the RTPP Act/ Rules.	
	4.2 **POOR RECORD OF AFTER SALES SERVICE & PERFORMANCE:** 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.	

Schedule -II

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.

Schedule -III

Validate Print Help

Item Wise BoQ

Tender Inviting Authority: The Superitending Engineer (Procurement-I), Raj. Rajya Vidyut Prasaran Nigam Ltd. JAIPUR

Name of Work: Supply of PG Clamp for ACSR Zebra to Zebra

BN-9015001725

Bidder Name :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only).

Sl. No.	Item Description	Quantity	Unit	Unit Ex-Works price variable as per bid document (in Rs.)	IGST Rate (in %)	IGST Amount (in Rs.)	CGST Rate (in %)	CGST Amount (in Rs.)	SGST Rate (in %)	SGST Amount (in Rs.)	Unit Rate with Taxes (in Rs.)	Unit Freight & Insurance Charges (in Rs.)	IGST Rate (in %)	IGST Amount (in Rs.)	CGST Rate (in %)	CGST Amount (in Rs.)	SGST Rate (in %)	SGST Amount (in Rs.)	Unit Freight & Insurance with Taxes (in Rs.)	Unit FORD Price with Taxes (in Rs.)	Unit FORD Rate with Taxes In Words (in Rs.)
1	2	3	4	5	6	7	8	9	10	11	12 (5+7+9+11)	13	14	15	16	17	18	19	20 (13+15+17+19)	21 (12 + 20)	22
1	**PG Clamp**																				
1.1	PG Clamp for ACSR Zebra to Zebra	13649	Nos.			0.00		0.00		0.00	0.00			0.00		0.00		0.00	0.00	0.00	INR Zero Only
Total in Figures																				0.00	INR Zero Only

Quoted Rate in Words	INR Zero Only

Schedule -IV

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 bid document No RVPN/SE/Proc-I/XEN-3/ A-6/BN-9015001725, we agree to supply the following quantity.

Item. No.	Items	Bid/ offered Qty. (sets)
1	PG Clamp for Zebra to Zebra	13649

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 to the condition of PV claim as enumerated at Appendix-XI of bid document.
3. The prices are variable with base date as 01.02.2018 irrespective of date of opening of bids, as specified in the bid document.
4. The quantities as mentioned in the bid document are approximate and we agree to supply any quantity as per your requirement.
5. The delivery shall strictly be in accordance with your delivery clause as given in Schedule-VIII of this bid document. In case we fail to deliver the material as indicated in the Schedule-VIII we shall pay penalty as per clause No.1.24 of the Section –II of this bid document.
6. The material shall conform to your specification No. RVPN/SE/Proc-I/XEN-3 /A-6 /BN-9015001725 and as per relevant ISS in all respects.
7. The statutory variation in existing taxes & duties and financial liability due to introduction of new taxes/ duties 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 by the bidder(s) shall be borne by respective bidder(s).
8. 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
9. Bidder shall indicate separately in their bid, the Ex-works prices, applicable IGST/ CGST & SGST with their applicable rates in Schedule -III (Price schedule) of Bid document. Bidder shall also indicate in their 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-III of Bid document.
10. We confirm that we agree to all the terms and conditions as well as the technical stipulations of your Specification No. RVPN/SE/PROC-I/XEN-3/A-6/ BN-9015001725 and there are no deviations other than as specified in Schedule-VI(A) & VI(B).

Yours faithfully,

(Signature)
Name & Designation with seal of
the bidder

SCHEDULE-V

GUARANTEED AND OTHER TECHNICAL PARTICULARS OF PG-CLAMPS FOR ACSR ZEBRA TO ZEBRA

S. NO.	DESCRIPTION	PG-Clamp for Z-Z
1	Name of manufacturer : i) Office. ii) Works.	
2	Standard to which the material shall conform	
3	Material used in manufacture and reference of ISS to which the material shall conform.	
4	Method of casting.	
5	Rated normal current of the connector/clamps.	
6	Rated short time current of the connector/clamps(KA).	
7	Temp. rise limit when carrying normal current.	
8	Limit of electrical resistance between the conductor & clamp.	
9	Tensile load capacity	
10	Weight of one clamp a) Al. (Kgs.) b) Steel. (Kgs.) c) Total (Kgs.)	
11	i) Min. thickness of metallic part (mm) ii) Min. length of keeper(mm) iii) No. of bolts alongwith plain washers, spring washers/ lock nuts (Nos.) iv) Size of bolts (mm)	
12	Particulars of galvanisation	
13	Marking.	
14	Drawing No. to which the clamp/ connectors shall confirm	
15	Packing details.	
16	Any other information	

Signature)
Name & Designation with seal of
the bidder

Schedule -VI 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.

Note : Deviations indicated elsewhere will be ignored.

(Signature)
Name & Designation with seal of the bidder

Schedule -VI 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 -VII

LIST OF PAST SUPPLIES

(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 (km)	Order No. & Date	Name & details of Purchasing authority	Date of completion	If executed partially, mention Qty (km)	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 -VIII

DELIVERY SCHEDULE

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

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

S. No.	Particular of item	Qty. (sets)	Quantity to be supplied from the date of issue of PO (sets)	
			within 1 month	after 1 month and before 3 months
1	PG Clamp for Zebra to Zebra	13649	6825	6824

Note : (i) The above delivery schedule can be revised by the purchaser at his discretion.

(ii) The contractual formalities shall be got completed prior to commencement of supply.

(Signature)
Name & Designation with seal of the bidder

Schedule -IX

LIST OF EQUIPMENTS & TECHNICAL HANDS AVAILABLE WITHTHE BIDDER

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

Manufacturer's and/or their authorised agents who are quoting against this bid are requested to furnish the following information alongwith the bid. The purchaser will have the discretion to ignore the bid without the under noted particulars and/or ignore the bid particulars.

1. Name and Address of Manufacturer.
2. Place where works exist.
3. Details of machinery particularly with B.H.P. of each item installed,
4. Details of staff employed in the works.
5. Date when started the manufacturing of item under reference.
6. List of items manufactured.
7. Literature and drawings of items manufactured showing their description, size, design and other important technical particulars.
8. Details of order so far, executed along with the names of organization to whom supplied.
9. Manufacturing capacity.
10. Is the workshop open for inspection by the representative of the Nigam, if required?
11. Statement of financial resources and Banking reference alongwith Balance Sheet for previous three years.
12. Testing facilities available for the manufactured articles in the testing laboratory of works.
13. Whether the firm is a small/medium/large scale industry.
14. Registration No. with :
    i) Small Scale, National/State.
    ii) D.G.T.D.
    iii) State Industries Department.

(Signature)
Name & Designation with seal of
the bidder

Appendix -I

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

Appendix -II

BANK GUARANTEE IN LIEU OF FURNISHING TYPE TEST CERTIFICATE

(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.

Dear Sir,

Whereas Rajasthan Rajya Vidyut Prasaran Nigam Ltd, Jaipur (hereinafter called the purchaser) has issued a bid enquiry under BN-_____ for procurement of _____ (name of materials).

Whereas M/s _____(hereinafter called the bidder) has furnished a bid for supply of _____to the Chief Engineer (Procurement), Rajasthan Rajya Vidyut Prasaran Nigam Ltd, Jaipur or his nominated officer(s).

Whereas in accordance with the provisions of the specification of the aforesaid BN-_____, the bidder can deposit a bank guarantee in lieu of the requirement of furnishing the type test report.

Whereas, M/s _____ (the bidder) have requested us (name of the bank) to furnish the bank guarantee, in lieu of the type test report, for an amount equivalent to Rs._____(in words also) only.

Under this bank guarantee, we (name of the bank) hereby undertake unconditionally and irrevocably to guarantee as primary obligatory and not as surety merely, the payment to the purchaser on his first demand without whatsoever right of objection on our part and without his first claim to the bidder, in the amount not exceeding (amount of guarantee in figures and words) _____.

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 bidder, on receipt of the order and / or after the acceptance of this bid, makes default in furnishing the required type test reports. As to whether the occasion or ground has arisen for such demand the decision of the Chief Engineer(Procurement), Rajasthan Rajya Vidyut Prasaran Nigam Ltd, Jaipur or any other officer exercising the powers of Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd, shall be final.

The liability of the bank shall not at any time exceed Rs. _____ (Rs. in words).

The under taking will be determined on _____ but will not withstanding such determination, continue to be in-force till the expiry of 3 months from that date.

No indulgence or grant of time by the purchaser to the bidder without the acknowledgement of the bank will discharge the liabilities of the bank under guarantee.

The guarantee herein contain shall not be affected by any change in the constitution of the bidder.

All disputes arising under the said guarantee between the bank and the Nigam or between the bidder and the purchaser pertaining to the guarantee shall be subject to the jurisdiction of courts only at Jaipur in Rajasthan.

The bank further undertakes not to revoke this guarantee during its currency except with previous consent of the CE (Procurement), RVPN, Jaipur.

Notwithstanding anything contain herein before, the bank's liability under this guarantee is restricted to Rs. _____ (Rupees in words) and the guarantee shall remain in force up to _____. Unless demand or claim in writing is presented on the bank within 3 months from that date the bank shall be released and discharge from all liabilities there under.

IN WITNESS WHEREOF the Bank has executed these presents the day_____ month _____ and year _____.

Yours faithfully,

(Bankers)
Executant

Witness:
1.
2.

ATTESTED BY NOTARY PUBLIC.

Note: - The Bank Guarantee should be valid for a minimum period of 9 (nine) months from the date of opening of Technical Bid.

Appendix -III

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),
Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,
_____.

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

2. KNOW ALL PEOPLE by these presents that WE…… (name of bank) of …… (name of country), having our registered office at ……. (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 this ……day of ……20……

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.

Appendix -IV

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.

Appendix -V

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 process the necessary professional, technical, financial and managerial resources and competence required by Biding 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 RTPP Act/ Rules;

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

Appendix- VI

GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

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

The designation and address of the First Appellate Authority is as per order(s) issued by RVPN from time to time.

(1) FILING AS AN APPEAL
If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is contravention to the provision of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document 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 a Bidder whose Technical Bid is found to be acceptable.

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

(3) If the officer designated under para (I) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or 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 in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) APPEAL NOT TO LIE IN CERTAIN CASES:
No appeal shall lie against any decision of the Procuring Entity relating to the following matters namely:-
a) determination of need of procurement;
b) provisions limiting participation of Bidders in the Bid process;
c) the decision of whether or not to enter into negotiations;
d) cancellation of procurement process;
e) applicability of the provisions of confidentiality.

(5) FORM OF APPEAL:
(a) An appeal under sub-section (1) or (3) of shall be in the **Annexed** along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) FEE FOR FILING APPEAL:
(a) Fee for first appeal shall be Rupees Two Thousand Five Hundred with applicable GST and for second appeal shall be Rupees Ten Thousand with applicable GST, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank payable in the name of the Accounts Officer(P&C-I), RVPN, Jaipur.

(7) PROCEDURE FOR DISPOSAL OF APPEAL:

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-rule (3) shall also be placed on the State Public Procurement Portal.

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

Appeal No. _____of _____
Before the _____ (First/ Second Appellate Authority)

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

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

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (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

Appendix -VII

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.

Appendix -VIII

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"), or
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

Appendix -IX

PRE-BID QUARIES 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

Appendix -X

Form A

(Apply in Duplicate)

Application by MSME for Price Preference or Purchase Preference or both 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 price preference or purchase preference or both 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 as per price preference certificate in last financial year and current financial year

a. Benefits depositing Bid Security and Performance Security:

Last Financial Year			Current Financial Year	
Department	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 Price Preference or Purchase Preference or both 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)

Appendix -XI

PRICE VARIATION FOR SUBSTATION HARDWARES AND CLAMPS & CONNECTORS

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

The price quoted/confirmed is based on the cost of raw material/components as on the date of quotation and is deemed to be related to the rates for raw materials, Index Aluminium, Zinc, Steel Billets-Retail and all India average Consumer Price Index Number for Industrial workers as specified below .In case of any variation in these rates and index Numbers, the prices shall be subject to adjustment up or down in accordance with the appropriate applicable formula as under :

(A) Substation Hardware and Clamps & Connectors containing both Aluminium and Steel :

$$P = \frac{P_0}{100}\left(20 + 40\frac{Al}{Al_0} + 5\frac{Zn}{Zn_0} + 20\frac{SBIR}{SBIR_0} + 15\frac{W}{W_0}\right)$$

(B) Substation Hardware and Clamps & Connectors containing All Aluminium:

$$P = \frac{P_0}{100}\left(20 + 65\frac{Al}{Al_0} + 15\frac{W}{W_0}\right)$$

(C) Substation Hardware and Clamps & Connectors containing All Steel:

$$P = \frac{P_0}{100}\left(20 + 58\frac{SBIR}{SBIR_0} + 7\frac{Zn}{Zn_0} + 15\frac{W}{W_0}\right)$$

Wherein -

P = Price payable as adjusted in accordance with the above price variation formula.

P_0 = Price quoted/confirmed, Ex-works price.

Al_0 = Price of LME Average settlement price including premium for ingot in Rs./MT.

This price is applicable on the first working day of the month, one month prior to the date of tendering.

SBIRo = Price of Steel Billets- Retail are the average price of Billets of size 100mm of all Cities in Rs/MT; as published by Joint Plant Committee (JPC), Kolkata,.

This price is as applicable on the first working day of the month, one month prior to the date of tendering.

Zn_0 = Price of electrolytic high grade zinc in Rupees per MT as quoted by the primary producer of Zinc.

This price is applicable on the first working day of the month, one month prior to the date of tendering.

W_0 = All India Average Consumer Price Index Number for Industrial Workers general index(base:2001-100), as published by the Labour Bureau, Govt. of India. This index number is as applicable for the month, 3 months prior to the date of tendering.

The above rates of raw materials are those published by IEEMA as prevailing on the 1st. working day of calendar month one month prior to the date of tender opening i.e. 01.02.2018. On above basis price variation factor (i.e. P/P0) will be calculated and Price Variation will be allowed on the ex-works price of the material based on

this factor. The price of Steel Billets-Retail are the average price of Billets of size 100mm of all cities in Rs/MT; as published by Joint Plant Committee (JPC), Kolkata. The All India Average consumer Price Index Number would be for the month, two months prior to the Date covering other applicable rates of raw materials/ components e.g. when a tender quotation is submitted in May, 01, the Price applicable for LME Aluminium, Zinc and Steel Billets Retail would be as prevailing on 1st working day of April, 01 and the All India Average Consumer Price Index Number will be that for month of Feb, 01.

Al =	Price of LME average settlement price including premium for ingot in Rs./MT	Rate of this raw material is as published &circulated by IEEMA as prevailing on the 1st working day of calendar month covering the date two months prior to the date of delivery.
SBIR =	The price of Steel Billets - Retail are the average price of Billets of size 100 mm of all cities in Rs/MT; as published by Joint Plant Committee (JPC) Kolkata.	The applicable price is applicable on the first working day of the month , two months prior to the date of delivery.
W =	All India Average Consumer price Index Number for Industrial Workers, general index as published by the Labour Bureau, Govt. of India. This index is also circulated by IEEMA.	Consumer price Index Number for Industrial Workers general index as published by the Labour Bureau, Govt. of India, would be for the month, four months prior to the date of delivery.
Zn =	Price of Electrolytic high grade Zinc.	The prices is as applicable the first working day of the calendar month, two months prior to the date of delivery.

If the date of delivery in terms of clause given below falls in July 2015, the applicable price for LME Aluminium, Zinc and Steel Billets-Retail (SBIR) should be for the month May 2015 and All India Average Consumer Price Index Number (W) should be for the month of March 2015.

The basic cost applicable for claiming price variation shall be prevailing on the first day of Calender month which shall be determined in the manner prescribed hereunder.

(i) <u>When the material is offered within stipulated delivery schedule</u>:

For allowing P.V. the date of delivery shall be considered the date on which material is notified as being ready for inspection (date of receipt of inspection call in the office, if the offered material is lying ready) or the date of actual delivery, whichever is beneficial to the Nigam.

(ii) <u>When the material is offered after expiry of stipulated delivery schedule:</u>

For allowing P.V. in the cases the supplies are made after the expiry of scheduled delivery, the price prevailing in the last month of the stipulated scheduled delivery or the date on which material is notified as being ready for inspection (date of receipt of inspection call in the office if the offered material is lying ready) or actual date of delivery whichever is beneficial to Nigam.

(iii) When the material is offered ahead of delivery schedule on the request of RVPN:

Normally supplies ahead of delivery schedule shall not be accepted. However in case of urgency of material, if supplies are accepted ahead of delivery schedule, PV shall be allowed on the basis the material is notified as being ready for inspection (date of receipt of inspection call in the office if the offered material is lying ready) or the actual date of delivery whichever is beneficial to Nigam.

(iv) When the material is offered ahead of delivery schedule by firm at their own and accepted by RVPN on the request of firm:

Normally the request of the firm to accept the material ahead of delivery schedule will not be accepted. In case firm offers supplies ahead of delivery schedule at their own and such request is accepted by RVPN, the price prevailing in the first months of stipulated delivery schedule or the date on which material is notified as being ready for inspection (date of receipt of inspection call in the office if the offered material is lying ready) or actual date of delivery whichever is beneficial to Nigam shall be allowed.

In case IEEMA changes the applicable formula/indices for price variation during the pendency of the contract for any item, and issue guidelines for adopting the same during pendency of the contract, the new formula and guidelines shall become applicable for which no confirmation shall be taken from the supplier. the same shall be applicable, provided if during pendency of the contract when both old and new price indices are being circulated, in such circumstances the lower of the price variation evaluated as per both old and new formula/indices, whichever shall be admissible to the supplier(s), and for the period from which the old indices are discontinued, the price variation shall be admissible as per the new PV formula with new indices.

(Signature)
Name & Designation with seal of
the bidder

Appendix -XII

PERFORMANCE CERTIFICATE

It is to certify that M/s _____ has supplied the following materials for the quantities indicated against each.

S. No	Order no. & date	Designation & address of order placing authority/ User	Description of material	Quantity	Name of line along with voltage rating where material installed	Date of commissioning	Performance of material.

The above mentioned material installed in our system and its performance is found satisfactory.

Date of issuing_____

Signature of issuing authority with seal
Name and Designation of issuing authority
Address along with Phone No. and
Fax of issuing authority

NOTE : In case of those bidders who have supplied the similar or higher rating material to RVPN shall furnish the details of such supplies in the above proforma which shall be signed by their authorized signatory along with seal and certificates is not required from the Purchaser/ User in respect of such supplies.

Appendix -XIII

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) Repeat order for extra items or additional quantities may be placed on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under.
      a) 50 % of the quantity of the individual items and 50% of the value of original contract in case of works and
      b) 50% of the value of goods or services of the original contract.