



RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.

Corporate Identity Number (CIN) –U40102RJ2000SGC016484

Regd.Office & H.O.: Vidyut Bhawan, Janpath, Jyoti Nagar,Jaipur-302005

OFFICE OF THE CHIEF ENGINEER (PPMC&IT),

Room no 304, LIC-II, Floor no.3Bhwani Singh Marg. Jaipur-302005.

Phone No: 0141-2740006

E-mail: ce.ppmcilt@rrvun.com Web site: www.energy.rajasthan.gov.in/rvunl

No. RVUN/CE (PPMC&IT)/IT/F.2018-19/D.

Dated:

TENDER NOTICE FOR
TENDER NO TN- 13/18-19

Sub: - Sealed tenders are invited for the support for Network at RVUN's Jaipur offices for two years on the following terms & conditions and pre qualification requirement (PQR) described in the Tender document also available at our website www.energy.rajasthan.gov.in/rvunl and <http://sppp.rajasthan.gov.in/>

| | | | |
|-----|--|---|--|
| 1. | Tender Document | : | Providing service of support for Network at RVUN's Jaipur offices for two years. |
| 2. | Office of issue | : | Superintending Engineer(IT), RVUN, Jaipur |
| 3. | Tender specification No | : | TN- 13/18-19 |
| 4. | Estimated cost | : | Rs. 3.15 Lac + GST for 2 year |
| 5. | Tender cost In favour of AO (Cash.), RRVUNL,Jaipur | : | Rs 500 + GST |
| 6. | Venue of opening of tender | : | Superintending Engineer(IT), RVUN, Jaipur |
| 7. | Last Date & time of downloading of tender documents / Sale of Tender documents | : | 21/02/2019 5.00 PM |
| 8. | Last date & time of receipt of tender | : | 22/02/2019 12.00 PM |
| 9. | Date and time of opening of Techno commercial Bid | : | 22/02/2019 3.30 PM |
| 10. | Opening of Price Bid | : | To be intimated later |
| 11. | Amount of earnest money deposit required through DD/BC in favour of AO (Cash.), RRVUNL, Jaipur | : | Rs.6300 |

Note:-Separate DD for EMD and Tender cost should be submitted along with tender document in separate envelope. Tender can only be accepted after submission of EMD and tender cost.

This Tender document issued to:

.....
.....

Superintending Engineer (IT)
RVUN,Jaipur

Copy to:

The AO (Comml.), RVUN, Jaipur, to nominate Officer/Official in the O/o SE (IT), RVUN, Jaipur on 22/02/2019 at 3.30 PM for opening of tender.

Superintending Engineer (IT)
RVUN,Jaipur

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Superintending Engineer (IT)
RVUN,Jaipur



RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.

Part-A1(a)

Corporate Identity Number (CIN) –U40102RJ2000SGC016484

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OFFICE OF THE CHIEF ENGINEER (PPMC&IT),

Room no 304, LIC-II, Floor no.3Bhwani Singh Marg. Jaipur-302005.

Phone No: 0141-2740006

E-mail: ce.ppmciti@rrvun.com Web site: www.energy.rajasthan.gov.in/rvunl

No. RVUN/CE (PPMC&IT)/IT/F.2018-19/D.

Dated:

GENERAL INSTRUCTIONS TO THE BIDDER:

(Two part Bid)

1. These directions shall be read very carefully by bidders while filling their quotation/ tender.
2. Pre qualification requirement (PQR):
 - a. The firm/bidder must have experience of similar nature of job at least in two govt./PSU organization/in power sector in last 4 years (should provide copy of completion certificate/work order). The nature of purchase orders to be produce are detailed below:
 - i. Three executed/ completed similar contracts as above costing not less than the amount Rs. 1.26 Lac each.

OR
 - ii. Two executed /completed similar contracts as above costing not less than the amount Rs. 1.57 Lac each.

OR
 - iii. One executed /completed similar contract as above costing not less than the amount Rs. 2.52 Lac.
 - b. The firm/bidder must have average annual turnover of Rs 3.0 Lac for preceding last three financial year ending 31 March'18 .
 - c. Contractor will have to get registered themselves with central existing department for GST.

Note: Bidder should submit all necessary required documents to fulfill the qualifying requirement along with tender positively.

3. The bidders who are interested in bidding can download tender documents from Website <http://sppp.rajasthan.gov.in> or may be purchased from our office during office hours.
4. The tender should be addressed to the Superintending Engineer (IT), RRVUNL, Jaipur, room no. 320, LIC building-2nd, 3rd floor, Janpath, Jaipur-302005, duly sealed & superscribed as "Providing support service of support for Network at RVUN's Jaipur for two years."
5. Bidder shall submit the tender in three separate envelops as follow
 - (i) **Envelop 1:-** Separate DD for EMD and tender cost
 - (ii) **Envelop 2:-** Completely signed tender document along with all addendum / amendments/ Corrigendum issued & uploaded by RVUN in the website along with tender form and schedules for techno commercial bid copies of supporting documents as per PQR.

(iii) **Envelop3:-**

- Price Bid:-Bidder should quote their firm and fix price on F.O.R. destination basis including all taxes and duties.
6. Price Bid shall be opened only for those bidders who are techno-commercially qualified as per PQR date of opening of price bid shall be intimated later to these qualified bidders.
 7. Bidder should submit the bid in envelope contains documentary evidence of PQR, GCC, price scheduled ETC as per check list except EMD. EMD should submit in separate envelope.
 8. The terms, conditions, price scheduled are enclosed. The bidders shall have to agree our general terms & conditions and PQR. They shall fill the price schedule. Bidder not agreed to our terms & conditions and PQR or do not fill their prices in prescribed schedule are likely to be ignored.
 9. The tender shall be received latest by 22/02/19 at 12.00 PM in O/o SE (IT), RVUNL, Jaipur, will be opened on the same date at 22/02/19 at 3.30 PM.
 10. The work order shall be issued in favour of the firm who will stand first lowest in totality
 11. Earnest Money and Tender cost shall be enclosed in form of Demand Draft (both separately) in favor of "AO (Cash.), RRVUNL, Jaipur" payable at Jaipur with tender document.
 12. Tender documents furnished without EMD and tender cost / EMD & tender cost in short or without details of EMD& tender cost on envelope shall not be opened / ignored for further processing. If bidder fails to furnish required EMD and tender cost, their tender shall be cancelled. For EMD and tender cost, par cheque shall not be accepted.
 13. The sealed tender envelope shall be super scribed as "**Providing service support for Network at RVUN's Jaipur for two years** " against TN-.....due for opening onwith Demand Draft No..... Dt. amounting Rs.against **EMD** and Demand Draft No..... Dt. amounting Rs.against **Tender cost** if downloaded through <http://sppp.rajasthan.gov.in/>
 14. The sealed envelope should reach in the office of SE (IT.), RRVUNL, Jaipur on or before 12:00 PM of the tender opening date.
 15. Bidders are advised to read our General Conditions of Contract and should quote their rates after accepting the terms of our G.C.C & Technical specifications of the required items as enclosed with the tender documents. Bidder sending offers with their own terms & conditions & deviation in Technical specifications are likely to be ignored.
 16. The Bidder shall ensure that his tender is furnished/ submitted strictly in the manner detailed in tender specifications.
 17. All tenders and accompanying documents shall be addressed to the Superintending Engineer (IT), RRVUNL, Jaipur, room no. 320 , LIC building-2nd, 3rd floor, Janpath, Jaipur-302005
 18. Bidder shall quote their rates in prescribed Performa i.e. Price Schedule only.
 19. Deviation of any kind shall not be quoted in the price bid, if found quoted, the same shall be ignored.
 20. Tender received after the prescribed time and date will be rejected. The tender cost will not be refunded.
 21. If due to any reason the due date is declared as holiday, the tenders will be opened on next working day.
 22. If a bidder imposes conditions, which are in addition, at variance or in conflict with the terms and conditions of the tender document, his tender/offer shall be summarily rejected. In this regard the final decision shall remain with the purchaser.

23. Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.
24. All the required information shall be furnished strictly in prescribed Performas only.
25. **ACCEPTANCE OF TENDER:** The acceptance of the tender/offer(s) will rest with the competent authority i.e. purchaser who does not bind itself to accept the lowest tender and reserves the right to reject any or all the tender(s) received without assigning any reason.
26. **VALIDITY:** offer should be valid for a period of 120 days from the date of opening.

Superintending Engineer (IT)
RVUN,Jaipur

CHECK LIST

| Sr. No | Particulars | Description of required documents |
|-------------------|--------------------|---|
| 1 | Sec. A1 | General Instruction of Bidder |
| | Sec. A2(a) | GCC |
| | Sec. A2(b) | Related to transparency in public procurement |
| | Sec. A2(c) | Indenture for Agreement |
| | Sec.A2(d) | Scope of work |
| 2 | Sec. A3(a) | Deviation from specification |
| | Sec. A3(b) | Information to be supplied by the bidder |
| | Sec A3(c) | Tender fee details |
| | Sec A3(d) | Declaration by the bidder |
| 3 | Sec(B) | Price Schedule |

**Superintending Engineer (IT)
RVUN,Jaipur**



RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.

Part-A2(a)

Corporate Identity Number (CIN) –U40102RJ2000SGC016484

Regd.Office & H.O.: Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur-302005

OFFICE OF THE CHIEF ENGINEER (PPMC&IT),

Room no 304, LIC-II, Floor no.3Bhwani Singh Marg. Jaipur-302005.

Phone No: 0141-2740006

E-mail: ce.ppmcilt@rvun.com Web site: www.energy.rajasthan.gov.in/rvunl

No. RVUN/CE (PPMC&IT)/IT/F.2018-19/D.

Dated:

GENERAL CONDITIONS OF CONTRACT

The bidder / contractor shall be deemed to have carefully examined & made himself fully conversant with the general conditions, specifications, schedules, scope of work before submitting the tender. If he has any doubt as to the meaning of any portion of the general and special conditions of tender specifications or about any point regarding site conditions, he shall seek necessary clarification before submitting his offer/tender.

1.00 **ACCEPTANCE OF TENDER :-**

The order placing authority is not bound to accept the lowest tender or any other tender or assign any reason for the rejection of the tender. The order placing authority also reserves the right to either to call for fresh tender or accept either the whole or a part of tender or to place order for any increased or decreased work on the basis of prices quoted.

2.00 **CONTRACT DOCUMENTS AND AGREEMENT:**

2.01 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 work order and it's Annexure (s). The terms and conditions specified in this section, if differ from the terms as indicated in the work order and its annexure (s), the later shall prevail. The contract shall for all- purpose be constructed according to the laws of India and subject to Jurisdiction of Jaipur Courts only. For the fulfillments of the contract the contractor shall execute an agreement in triplicate in the prescribed form to be obtained from the Order placing authority on non-judicial stamp paper worth 0.25% of total contract value or as per stamp Duty applicable in Governments of Rajasthan. Such agreement shall be executed and signed by the competent authority of the contractor on each page 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 along with the contract Document shall be required to be returned to the order placing authority within a period of 15 days from the receipt of order. One copy of executed agreement duly signed by the order placing authority shall be sent to the contractor for his reference. The contract document shall include the following.

- 1) Contract Agreement.
- 2) Work Order and its annexure.
- 3) Terms & Conditions under Section 'A2' of the tender specifications.
- 4) Scope of works under Section 'A2 (d)' of tender specifications.

2.02 The charges in respect of the contract shall be borne by the contractor. The Contractor shall be furnished with an executed counter part of the agreement.

3.00 **CORRESPONDENCE:**

All correspondence pertaining to the work order in respect of any clarification required in the terms and conditions contract documents, scope of work etc. should be addressed to the SE (IT),RVUNL, Jaipur.

4.00 **CHANGE OF NAME OF CONTRACTOR:**

At any stage after tendering the order placing authority shall deal with tendered/ Contractor only in the name and at the address under which he has submitted the tender. All the liabilities / responsibilities for due execution of the contract shall be that of contractor. Under no circumstances he shall be relieved of any obligations under the contract. The Order placing authority may however at his discretion deal with the agent / Representatives / sister concerns and such dealing shall not absolve the contractor (s) from His responsibilities/ obligations/liabilities to the Nigam under the contract. Any Change/alteration of

- name/constitution/Organization of the contractor shall be duly notified to the order placing authority and order placing authority reserves the right to determine the contract in case of such notification. In the event of such determination, the Nigam may get the portion work or whole piece of work not executed by the contractor, in time or done in violation of the contract, from else-where at risk and cost of contractor.
- 5.00 **SUB-LETTING:**
The contractor shall not without consent in writing of the Nigam, sublet the contract.
- 6.00 **CONSTRUCTION OF CONTRACT:**
The contract shall in all respect be deemed to be and shall be constructed and shall operate as per Indian Contracts Act, 1972 and all payment hereunder shall be made in rupees unless otherwise specified.
- 7.00 **ACCEPTANCE OF ORDER:**
The acceptance of the order shall be conveyed to the order placing authority within 7 days of the receipt of order failing which it will be presumed that terms and conditions incorporated in the order have been accepted by the contractor.
- 8.00 **SECURITY DEPOSIT:**
a The Security Deposit @ 10% will be deducted from the running bills of the contractor. The earnest money, if any, deposited will be converted / adjusted in to Security Deposit. Unless otherwise specifically required to be retained/forfeited by the Nigam in part or full, the security deposit shall be refundable on the request of the contractor after three months of completion of the entire contract to the satisfaction of the Nigam
b If the contractor fails or neglects to observe or perform any of his obligation under the contract it will be lawful for the Nigam to forfeit either in whole or in part, at its absolute discretion, the security deposit furnished by the contractor.
c No interest shall be payable on such deposits.
- 9.00 **FORCE MAJEURE CONDITIONS:**
If any time during the currency of the contract the performance in whole or in part is prevented or delayed or the contractor is not able to arrange execution of the work by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine, restriction, strikes, lockouts, or act of God (hereinafter referred to as Events), then provided notice and adequate proof of execution performance of work having suffered on account of these events is given 24 hours from the hour of occurrence the contractor shall immediately inform to the Nigam and the Nigam reserves the right to get the work done from any other agency at the cost and risk of the contractor.
- 10.0 **MODE OF PAYMENT :-**
For support for existing Network and for any alteration in existing Network for RVUN's Jaipur offices for two year the as follows:
a) The Payment shall be arranged by concerning Sr. AO/AO, RVUN, Jaipur on submission of the bill in triplicate on monthly basis. However, admissible deduction, if any shall be made from the bills on the monthly basis. Bills shall be verified by IT wing Jaipur.
b) All the relevant records for installation of Networking material and verification shall be handled by IT wing, RVUN, Jaipur.
c) Payment shall be against work on actual basis for item no 2 to 5 for table mentioned at price schedule.
d) RVUNL shall not bear any liability towards any compensation in any form of the firm and or its representative, other than the payment of its monthly bills.
e) All bank commission charges to Firm's account.
f) The payment shall be arranged by Accounts officer (Cash), RVUN, Jaipur by issuing the cheque /NEFT/RTGS in the name of the firm after verification of invoices by AEn(IT-B)/JEn(IT) and countersignature by XEn(IT-II).
g) RVUNL shall not bear towards any compensation in any form of the firm other than the payment of its bills any liability

11.00 **RATES :-**

- a The quoted rates should be firm in all respect inclusive of all taxes, duties, labour charges, T&P, consumable, insurance, statutory levies except service tax which is payable at actual. The service tax must be quoted / claimed separately in the price bid / quotation / schedule of rates itself, if any. If the service tax is not indicated separately in the price bid / quotation / schedule of rates, the rates quoted shall be considered inclusive of service tax, if applicable.
- b The contractor will have to get registered themselves with Central Excise Department for Service Tax, before claiming the first bill.
- c The contractor shall have to give an undertaking with each bill that due service Tax shall be deposited by them regularly.
- d The contractor will submit the documentary proof of quarterly deposit of Service Tax, and also give an undertaking that if the service tax deposited is refunded on any grounds by Excise Dept. the same shall be deposited in RVUN.

12.00 **TAXES & DUTIES:-**

Imposition of any new taxes, duties or other statutory levies during the entire contract period shall be payable at actuals by the Nigam against production of documentary evidence.

13.00 **CONTRACTORS RESPONSIBILITY:-**

- (1.0) Supervision and control of the work/ job will be contractor's responsibility.
- (2.0) Contractor shall be solely responsible to obtain and abide by all necessary licenses/ permissions from the concerned authorities as provided under the various Labour laws, legislations including Labour licenses from the competent authority under the contract labour (regulation and abolition) Act.1970
- (3.0)The work / job shall be executed exclusively in accordance with details, instructions as specified by the Engineer-In charge.
- (4.0) Contractor shall be bound to discharge obligation as provided under various statutory enactments including payment of wages Act. 1936, minimum wage Act. 1948, employee liability Act 1938, workmen compensation Act 1923, industrial dispute act 1947, contract labour (regulation and abolition) Act 1970, Factory Act 1948, ESI act. 1948, PF Act, CPF rules, Rajasthan Act of any modification thereof or any other law relating thereto and rules made there under from time to time..
- (5.0)On failure of the contractor in complying with any of the above directions, the Nigam may at its discretion either cancel the contract or impose such penalty as deemed fit which may be recovered from the Bank guaranty or other claims payable to the contractor against this contract or any other payment due to him and or may take legal recourse for such recovery.
- (6.0) Contractors should ensure that no permanent liability is created on the Nigam. All liabilities relating to his work shall be contractor's liability.

14.00 **CONTRACT PERIOD:**

The total period of the contract will be normally for a period of two years (24 months) from the commencement of work i.e. from date of LOI/WO.

15.0 **OBLIGATION OF THE CONTRACTOR :-**

The contractor's person shall be available along with the material/T&P required for the work during the entire period. All the tools and materials shall be provided by the contractor and comply with the instructions as may be given by the Engineer-in-charge or his authorized representative in relation to execution of work.

16.0 **LIABILITY FOR DAMAGES:**

- a) If due to contractor negligence and / or non-observance of safety and other precautions, any accident/injury occurs to any other person/public the contractor shall have to pay necessary compensation & expenses.
- b) If due to contractor carelessness, negligence of non-observance of safety precaution damage to the Nigam property and personals should occur, the same will be recovered from the running bills of the contractor and / or from his security deposit.

17.0 TOOLS & PLANTS ETC. :-

All required general tools and plants for completing the specified work shall be provided by the contractor. Any damage to the Nigam's property and equipments shall be recovered from the contractor.

18.00 WITHHOLDING OF PAYMENT:

The Nigam may with hold the whole or part of any payment for work claimed by the contractor, which in the opinion of the order placing authority is necessary to protect himself from loss on account of

- a) Defective work not remedied or guarantees not met.
- b) Claim filed against the contractor.
- c) Failure of the contractor to make due payment for material or labour employed by him.
- d) Damage to another contractor / Nigam property.
- e) Insufficient / unsatisfactory progress.
- f) When grounds for withholding payment are removed, to the satisfaction of Engineer in-charge payment of the amount due to the contractor shall be made by the Nigam.

19.00 REGARDING PERSONNEL OF CONTRACTOR :-

19.01 The Engineer-in-charge shall be at liberty to object to the supervisor or any person employed by the contractor in the execution of the work who commits misconduct or be incompetent, or negligent and the contractor shall remove the person so objected by Engineer-in-charge or on receipt of notice in writing requiring him to do so and shall provide in his place competent supervisor/person at the contractor's expenses for the work.

19.02 Contractor/his representative/Supervisor shall abide by all general rules and regulations in force on the site and to any special conditions imposed by the local administration. The general discipline of the Office shall be maintained.

20.00 PENALTY FOR DELAY IN EXECUTION OF WORK.

- a The contractor has to discharge the duties timely as per terms & conditions laid down in the contract. In case of any default or delay on the part of the contractor for not completing the work in time as per requirement of work, recovery shall be made from his running bills as described here under.
- b In case the contractor does not complete the job and not supply the required T&P or consumables, adequate manpower, a deduction at the rate of Rs. 500/- per day shall be made for the period in which contractor becomes defaulter.

21.00 ACTION FOR NEGLIGENCE AND DEFAULTS OF THE CONTRACTOR:

21.01 If the contractor fails to discharge the duties as per terms and conditions laid in the contract or causes delay in carrying out a piece of work, the order placing authority or the concerned Engineer in charge at his discretion will be entitled to effect, the deduction from the contractor's running bills .

21.02 If it is found that the lapses on the part of the contractor are repeated every day and there is no improvement in the working inspite of informing the contractor by Engineer in charge verbally and / or in writing from time to time and also making deductions under aforesaid clauses of the contract, may after giving 7 days notice in writing to the contractor to terminate the contract beside getting the work done from other agency even during the notice period at cost and risk of the contractor and reserves the right to recover such from the running bills of the contractor and /or security deposit or otherwise.

22.00 ENGINEER-IN-CHARGE FOR THE WORKS :-

The work shall be carried out under the supervision of the concerned Executive Engineer In Charge works, and his authorized Asst. Engineer/Junior Engineer.

23.00 TAX DEDUCTIONS :-

The tax deduction at applicable rates from time to time will be made from the running bills of the contractor by the AO (Cash), RVUNL, Jaipur.

24.00 DISPUTES :-

In case of any dispute, the decision of the Superintending Engineer (IT) RVUNL, Jaipur will be final or otherwise, jurisdiction of court will be at Jaipur.

25.00 CONTRACT VALUE :-

The rates mentioned are subject to completion of entire works as per contract terms & conditions are payable to the contractor on normal course but the quantities are tentative/

indicative only. Quantities of cable laying may increase or decrease as per actual requirement during the contract period. The payment shall be made for actual. Nigam does not guarantee for payment of total quantities as indicating.

26.00 **TERMINATION OF CONTRACT :-**

- a) The purchaser reserves the right to cancel the contract at any moment without assigning any reason. If the contractor fails to carry out satisfactory work under this contract, The purchaser at its discretion, get the work done by another party or parties at his risk and cost without prejudice to the Nigam's right under the terms & conditions of this contract and any extra expenditure involved in this regards, shall be recovered from the contractor.
- b) The Contractor shall be required to deposit the amount of recoveries finalized within a period of 30 days of receipt of intimation falling 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/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 / contractor available with other successor companies of erstwhile RSEB/ with other power generating units of RVUNL.

Superintending Engineer (IT)

RRVUNL, Jaipur

Annexure-A to D related to transparency in public procurement

In compliance to Rajasthan transparency in public procurement Act.2012 and Rajasthan transparency in public procurement rules 2013 the following annexure have been added in GCC. These will be part of GCC of contract. The bidders should go through these.

Annexure A: Compliance with the code of integrity and No conflict of interest.

Annexure B: Declaration by Bidder regarding Qualifications.

Annexure C: Grievance Redressal during procurement process.

Annexure D: Additional conditions of contract.

Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

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

Conflict of Interest:

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

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

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of 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 here years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place :

Name :

Designation

Address :

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is:

The designation and address of the Second Appellate Authority is:

1) Filing an Appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

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

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or 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
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

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

c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.²⁰

(6) Fee for filing appeal

a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of AO Cash RVUNL, Jaipur, payable at 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-clause (c) above shall also be placed on the State Public Procurement Portal.

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No.....Of.....

Before the -----[First/ Second Appellate Authority]

1. Particulars of appellant :

(i) Name of the appellant:

(ii) Official address, if any :

(iii) Residential address :

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

(i)

(ii)

(iii)

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

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

6. Grounds of appeal :

----- (supported by an affidavit)

7. Prayer :

Place -----

Date -----

Appellant's Signature

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

- 1) 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;
- 2) 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
- 3) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to Vary Quantities

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

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

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

3. Dividing quantities among more than one Bidder at the time of award

(In case of procurement of Goods)

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

| |
|--|
| Note: If any conflict/discrepancy arises between our GCC (Schedule-I) and Annexure A to D under transparency act, then the conditions of our GCC (Schedule-I) shall prevail. |
|--|

Rajasthan Rajya Vidyut Utpadan Nigam Limited

Indenture for Agreement

This indenture made at Jaipur ,Rajasthan on this -----day of the month -----year -----
between Chairman & MD ,Rajasthan Rajya Vidyut Utpadan Nigam Limited (hereinafter referred to as
the Owner with expression unless the context does not permit includes his successor and assignees)of
the one part and
M/s _____(hereinafter referred to as the
contractor with expression unless the context does not permit includes his successor and assignees) of
the second part witnessed as follow:-

1. The contractor does by these present agree to execute the work of the owner and owner does agree to get executed from the contractor the work specified in the LOI and Order No _____ Dated _____ appended herewith and on the terms & condition contained in the said order.
2. The work to be executed under this agreement shall be as per terms and condition and specification as set forth in the order referred to above.
3. The Contractor shall provide service of AMC of network as per scope of work.
4. In case of Dispute as to whether any work done is not in accordance with specification set forth in the order, the decision of the Addl. Chief Engineer (PPMC&IT), RVUN, Jaipur shall be final and binding on both the parties.
5. In witness of the due execution of this agreement the parties have hereunder set their hands the day and the year first above written.
6. If the contractor fail wholly or in part to fulfill this agreement, the Purchaser shall be entitled at his discretion to retain the whole or any part of the deposit made by the contractor and if the loss suffered by the Purchaser exceeds the amount of said deposit, they will be entitled to recover the said loss from the other bill of contractor.
7. If any sum remains due or becomes recoverable from the contractor on account of the non-fulfillment of this agreement or on account of any other reason, the contractor shall pay the same immediately on demand; the Purchaser shall be entitled or recover the same from the contractor as arrears of land Revenue.

Signature
for and on behalf of the CMD, RVUN, Jaipur

Signature
For and on behalf of Firm

Signature
In the presence of witness

Signature
In the presence of witness



RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.

Corporate Identity Number (CIN) –U40102RJ2000SGC016484

Regd.Office & H.O.: Vidyut Bhawan, Janpath, Jyoti Nagar,Jaipur-302005

OFFICE OF THE CHIEF ENGINEER (PPMC&IT),

Room no 304, LIC-II, Floor no.3Bhwani Singh Marg. Jaipur-302005.

Phone No: 0141-2740006

E-mail: ce.ppmcitr@rrvun.com Web site: www.energy.rajasthan.gov.in/rvunl

No. RVUN/CE (PPMC&IT)/IT/F.2018-19/D.

Dated:

Scope of work

- i The contractor shall attain the problems being faced in existing as well as any alteration in Network link i.e. sharing, Network Outage, no Internet access as well as MPLS network connectivity etc. on every day basis (including Holydays) as required for RVUN's Jaipur offices i.e. LIC building, RERC, H&GP and Vidyut Bhawan. After six months shifting of offices situated at LIC building and RERC building to Dreamax Plaza building.
- ii Network support includes relocation/reconfiguration of existing as well as newly purchased managed/unmanaged switches /supplies with disconnections and reconnection of terminals wires, configuration of managed switch as per the RVUN requirement, cable laying (as describe in clause no 29(viii) of this GCC, networking related activity etc as and when required by RVUN.
- iii The contractor shall carryout maintenance and resolving of problem pertaining to wireless links which may disturb due to unpredictable conditions, which may result in failure of Network (including Holydays) as required.
- iv The firm shall provide the Technical knowledgeable person for carrying out these above said work (including Holydays) as required.
- v The complaint shall be forwarded to firm on phone/ email on daily basis or in case of any emergency during holiday, the firm shall depute his representative with in ½ hr having technical knowledge of work without any extra financial implication. Delay more than ½ hr shall be treated as non-attending the complaint.
- vi Contractor shall carry out/resolve the work on same date after furnishing problem (excluding the case when additional purchase of item is required).
- vii No extra fuel or any other charges shall be given to bidder for Support of existing Network and for any alteration in existing Network for RVUN's Jaipur offices for two years.
- viii Cable laying charges for Laying of CAT-6 shielded/UTP cable and OFC cable through conduit/channels/fall ceiling and its termination in I/Os and in switches are in firm's scope i.e. connectors (both CAT-6 shielded/UTP and OFC cable) are included in laying charges.
- ix Arranging of Equipments used in finding fault for OFC break/damage location identification shall be in bidders scope.
- x In case of any emergency during holiday, the firm shall depute his Technical representative without any extra financial implication.
- xi If not attending of problem found more than 7 times in month, then services can be terminated after giving 3 days short notice on risk and cost of bidder.

Superintending Engineer (IT)

RVUN,Jaipur

DEVIATION FROM SPECIFICATION

All deviation from the specification shall be set out by the bidder, clause by clause, in this section. Unless specifically mentioned in this section the bid shall be deemed to confirm to the tender specifications.

| S. No. | Clause No. | Deviation | Justification |
|--------|------------|-----------|---------------|
|--------|------------|-----------|---------------|

Name of Firm _____

Signature of Bidders _____

Name of Bidder _____

Designation _____

Date _____

Seal of Company



RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.

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OFFICE OF THE CHIEF ENGINEER (PPMC&IT),

Room no 304, LIC-II, Floor no.3Bhwani Singh Marg. Jaipur-302005.

Phone No: 0141-2740006

E-mail: ce.ppmcitr@rvun.com Web site: www.rvunl.com

No. RVUN/CE (PPMC&IT)/IT/F.2018-19/D.

Dated:

INFORMATION TO BE SUPPLIED BY THE BIDDER

(To be filled by the Bidder)

- 1) Name & Address of Firm
- 2) Office Address
(For all official Correspondence)
- 3) Works Address
- 4) Phone No
- 5) Fax No
- 6) E-mail id
- 7) Name of Contact Person & Mobile No
- 8) Sales Tax Details (All relevant documents be attached)
(Name and complete address of Sales Tax authority,
Latest STCC with TIN No etc)
- 9) Excise Details (All relevant documents be attached)
(Name and complete address of excise authority
under whose jurisdiction your works falls,
Excise registration No.etc.)
- 10) Income Tax Details.(All relevant documents be attached)
PAN/TAN No along-with latest ITCC.
- 11) Type of Firm (All relevant documents be attached)
 - (a)Manufacturer
 - (b)Authorized Dealer
 - (c)Private Limited Company
 - (d)Limited Company
 - (e)Partnership Firm
- 12) Details of any other Credentials:
(All relevant documents be attached)

SEAL & SIGNATURE OF BIDDER



RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.

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Phone No: 0141-2740006

E-mail: ce.ppmcitr@rrvun.com Web site: www.energy.rajasthan.gov.in/rvunl

No. RVUN/CE (PPMC&IT)/IT/F.2018-19/D.

Dated:

TENDER FEE DETAILS
(To be filled by the Bidder)

1) Tender Cost: DD No.....dtd.....
Should be in favour of AO (Cash), for Rs.....
RRVUNL, Jaipur payable at
Jaipur if downloaded through our website
<http://sppp.rajasthan.gov.in>

2) Earnest Money Deposit (EMD): DD No.....dtd.....
Should be in favour of AO (Cash), for Rs.....
RRVUNL, Jaipur payable
at Jaipur.

Please, attach all the DDs along with the Tender.

SEAL & SIGNATURE OF BIDDER



RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.

Corporate Identity Number (CIN) –U40102RJ2000SGC016484

Regd.Office & H.O.: Vidyut Bhawan, Janpath, Jyoti Nagar,Jaipur-302005

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Phone No: 0141-2740006

E-mail: ce.ppmcitol@rvun.com Web site: www.energy.rajasthan.gov.in/rvunl

DECLARATION BY THE BIDDER

(To be filled by the Bidder)

Annexure B:Declaration by the bidder as per transparency act

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of 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 here years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name :

Designation

Address:



Price Schedule for TN-

| SNo | Particulars / Specification | Unit | Quantity | Rate Quoted (per month) | Price Quoted |
|-----|---|-------|----------|-------------------------|--------------|
| 1 | Network support | month | 24 | | |
| SNo | Particulars / Specification | Unit | Quantity | Rate Quoted (per unit) | Price Quoted |
| 2 | Cable laying/Dismantling charges for laying/Dismantling of UTP CAT-6 cable through conduit/channels/ fall ceiling and its termination in I/Os and switches or connectors (excluding cable but including conduit/casing + connectors) | mtr | 1220 | | |
| 3 | Cable laying/Dismantling charges for laying/Dismantling of shielded/ UTP CAT-6 cable through conduit/channels/ fall ceiling and its termination in I/Os and switches or connectors (excluding cable but including conduit/casing +connectors) | mtr | 1220 | | |
| 4 | Laying/Dismantling of OFC cable through conduit/channels/ fall ceiling and its termination in I/Os and switches or connectors (excluding cable but including conduit/casing +connectors) | mtr | 200 | | |
| 5 | OFC break/damage location identification, fault finding | No | 20 | | |
| 6 | Taxes and Duties | | | | |
| 7 | Grand Total | | | | |

Seal and Signature of Bidder

**Superintending Engineer (IT)
RVUN,Jaipur**

Validity of Offer

I/We have completely read the tender Specifications and agree to follow all the terms and conditions laid therein and carryout the work as per scope of work on the above offered

prices. I/we further certify that the offered prices are valid for 120 days from the date of opening of the tender.

Name & Signature and full

Address of the contractor

RVUN/PR_3180/2019