



RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM LTD

(An ISO 9001-2008 Certified Company)
(Corporate Identity Number (CIN) L40109RJ2000SGC016485)
(A Government of Rajasthan Undertaking)

(Regd. Office: Vidhut Bhawan, Jyoti Nagar, Jaipur-302005)

OFFICE OF THE SUPERINTENDING ENGINEER (T&C-Jaipur City)

RRVPNL, Heerapura, Jaipur-302021

Email : <se.tnc.jprcity@rvpn.co.in>

NOTICE INVITING LIMITED BID NO. 2210001725.

Sealed Limited Bid are being invited for **Maintenance work of Bus Bar, Transformers & Bay Equipment at 400 KV GSS Heerapura** as per **G-schedule** on labour contract basis from experienced contractors.

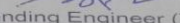
The Schedule of dates in as follow:-

S.No	SCHEDULE	DATE	TIME
1	Starting Date & Time of downloading of Bid specification	15.02.2018	11.00 AM
2	Starting date for deposit of Bid security.	15.02.2018	02.00 PM
3	Last Date & Time of submission of Bid	21.02.2018	05.00 PM
4	Bid opening date	22.02.2018	11.00 AM
5	Submission of demand draft / bankers cheque /Cash against Bid security.	Up to 21.02.2018 by 03.00 PM in favour of Office of A.O. (T&C-Jaipur City), RVPN, Jaipur.	

*In case any bidder fails to submit the original Cash/demand draft/ bankers cheque of Bid Security Fee up to 5.00 PM on dated 21.02.2018 offline, the bid of bidder shall not be opened.

DETAILS OF BID/WORKS:-

S.No	Name of work	Estimate Of Work (in Rs.)	Value	Bid Security (in Rs)	Bidding Procedure	Validity of Bid (from date of Bid opening)
1.	Maintenance work of Bus Bar, Transformers & Bay Equipment at 400 KV GSS Heerapura	1.15 Lac		2300	Limited bidding	90 days


Superintending Engineer (T&C) Jaipur City
RVPN, Jaipur.

*N.O.
A En (m)*

*IBN
XBN Heerapura*

A.O (T&C-Jaipur)

A Scope of the work

This work is a labour rate contract for “**Maintenance work of Bus Bar, Transformers & Bay Equipment at 400 KV GSS Heerapura**” the work will be carried out under the control and the instruction of the Engineer –In-Charge to do the works as per the “**Schedule-I**” . The quantum of work indicated in the accompanied schedule (s) are only provisional and the purchaser reserves the right of revising the same at the time of placing the order.

B Terms & Condition:-

Bid shall be submitted within stipulated time period as mention above, offline in sealed envelopes superscripted the name of work as – **Maintenance work of Bus Bar, Transformers & Bay Equipment at 400 KV GSS**

Heerapura, addressed to The Superintending Engineer (T&C-Jaipur City), RRVPNL, Heerapura, Jaipur (Raj)-302021. The Bid documents can be downloaded from the web site

<http://sppp.rajasthan.gov.in&www.energy.rajasthan.gov.in>.

i. Qualifying Requirement and experienced:

Qualification of Bidder will be based on meeting the minimum pass/fail criteria specified in table below regarding the Bidder’s technical experience as demonstrated by the Bidder’s responses in the corresponding Bid Schedules.

The Bidder shall be required to furnish the information as detailed hereunder

Sr. No.	Qualifying Requirement Details	Supporting Documents Required
1.	<p>BIDDER STATUS-</p> <p>1.1 The bidder must have “A-Class” or Equivalent category Electrical contractor License issued in any State of India as on the date of bid opening</p> <p style="text-align: center;">OR</p> <p>The Bidder must be an E-1 Class registered Contractor in RVPN on or before 31-05-2016</p> <p>1.2 The bidder must be registered for EPF.</p> <p>1.3 The bidder must be registered for ESI.</p> <p>1.4 The bidder shall have PAN Card.</p> <p>1.5 The bidder should have filed Income Tax</p>	<p>E-1 Class registration certificate of RVPN. These bidders shall have to submit A-Class” Electrical Contractor License issued from Chief Electrical Inspector, Govt. of Rajasthan by 31-03-2018</p> <p>Copy of EPF Registration Number Certificate/ Letter</p> <p>Copy of ESI Registration Number Certificate/ Letter</p> <p>Copy of PAN Card.</p>

	Returns of last three financial years 1.6 The bidder shall have Goods and Service Tax (GST) Registration	Copy of ITR Returns of Last three Financial Year Copy of GST Number / Registration Certificate/ Letter
2.	<p>TECHNICAL EXPERIENCE-</p> <p>The Bidder must be a firm/ Service Provider who must have satisfactorily completed following activities in India during last 5 Years as on the date of Bid opening -</p> <p>i) Maintenance Contract of 2 Nos. of EHV Substation (132 kV or above voltage level) which includes the major equipments such as Transformer, Circuit Breaker, Instrument Transformers for at-least one year OR</p> <p>ii) Construction of at-least 2 Nos. of EHV bays (132 kV or above voltage level Bays) which includes erection of all major Equipments i.e. CT, CVT, LA, CB, WT, Isolator, C&R Panels with Complete Cabling and terminations AND Erection of at-least 2 Nos. of EHV Transformer (132 kV or above voltage level Transformers)</p>	Completion /Performance certificates from the owner of the Substation for satisfactorily/ successfully carrying out these works/ services in India as per Schedule-II.
3.	The Bidder should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or judicial officer, should not have business activities suspended, should not be blacklisted by any agency / utility, should not have a conflict of interest.	Declaration in Annexure-B

- ii. The Bid shall be opened at 11.00 am on Dt. 22.02.2018 in the presence of the bidder if any choose to remain present in the office of the SE(T&C-Jaipur City),RVPN,Heerapura,jaipur-302021.
- iii. Completion Time: this work should be completed **w.e.f.25.02.2018 to 31.03.2018** after given layout by the Engineer In charge.
- iv. Any over writing and cutting in Bid documents shall not be accepted .Bids containing any cutting or over witting shall be liable to reject. The quoted rates should be written in figure as well as in words; wherever there is any difference between rates in figure and word the lower rates shall be accepted. Incomplete Bid in any respect shall not be considered. Bid offer price shall be valid for a period minimum of 90 days from the date of opening of Bid. All the enclosed documents should be stamped & signed by the biding firm, indicating position in the firm & address.

- v. All taxes and duties levied time to time by the state/central Government of India, may be deducted by A.O. (T&C-Jaipur City) from the running bills.
- vii. At the time of awarding the work the contractor shall have to deposit the Performance Security @ 10% of work order amount in the form of Demand Draft or Banker cheque of Scheduled Bank drawn in favour of Accounts Officer (T&C-Jaipur City), RRVPNL Jaipur payable at Jaipur or furnishing an undertaking for deduction of performance security from his each running and final bill @ 10% of the amount of the bill of successful bidder(s).
- viii. The Bid security shall be in the form of Demand Draft or Banker cheque or cash of Scheduled Bank drawn in favour of Accounts Officer (T&C-Jaipur City), RRVPNL Jaipur payable at Jaipur up to scheduled date & time. On award of contract, the work should have started within 7 days; otherwise work order will be treated as withdrawn.

The undersigned and Engineers-Incharge have right of inspection and supervision of work. The undersigned reserves right to cancel the BID without assigning any reasons to the bidder or anyone else.

- ix. The price for complete work, firm in all respect without any price variation inclusive of all taxes except GST, which will be payable as per provision.
- x. **Terms and mode of Payments:** The rates quoted will valid for 90 days from the date of opening of tender/bid. The payment of works executed shall be made through RTGS/NEFT as per Nigam policy on receipt of verified bill by Accounts Officer (T &C-Jaipur City) Jaipur on duly submission of bill in accordance with the procedure as detail below: (a) payment equal to 100%(in case contractor furnished performance security deposit by crossed bank demand draft or by way of bank guarantee. (b) 90% (in case contractor furnished as undertaking for deduction of performance security amount from his each running and final bill @10% of the amount of the bill) of the total value of the work will be paid against monthly running account bills to be submitted to the Engineer-In-Charge of the work. This 10 %performance security deposit deducted from each and every bill by the A.O.(T&C-jaipur City). This shall be retained for 12 months from the date of completion of entire work in order subject to acceptance by the Engineer-In-charge. (c) All taxes, GST and duties levied time to time by the state/central Government of India, may be deducted by A.O. (T&C-Jaipur City) from the running bills. (d) deduction in respect of deficiencies etc. will be made by the Engineer -In-charge while passing/checking/verifying the bills and simentenously conveyed to the contractor.
- xi. The bidder shall have to submit a certificate that he has an establishment covered under the Provision of EPF Act 1952 and having a separate registration with P.F. commissioner. In absence of the same, the contractor shall be liable to deposit employee's as well as employer's contribution (in respect of employees engaged by him for the said work) with RRVPNL along with details of such employees and deduction as per RVPN CPF rules shall be made from his bills/Security deposit.
- xii. Conditional Bid & casual letters sent by the contractors will not be accepted. The undersigned does not bind him-self to accept the lowest Bid or any Bid and reserves the right to reject any or all of the Bids without assigning any reason thereof .Any representation after opening of tender shall be ignored. These firms may be debarred from tendering in future for a specific period. Their Bid Security fee in such cases will stand forfeited.
- xiii. The bidders should inspect the site of work prior to filling the tenders. All safety measures shall be taken by the contractor during Maintenance work, at his level to avoid any accident & damages to Nigam's properties. In case of any accident / mis-happening & damages, the complete liability shall be rest with respective contractor. If any person gets injured due to any accident the compensation if any will be paid by you. No payment will be paid by RVPNL, on this account.ypu will give an undertaking on Non-judicial Stamp paper worth Rs.100/- to the effect that RVPNL will not be responsible for any fatal or Non-fatal accident or any compensation for any accident occurred during the execution of work. All the workmen engaged/deployed by contractor for execution of work, shall be adequately insured to meet any unforeseen incident.
- xiv. All T&P labour, etc. required for above work shall be arranged by the contractor at his own cost. No any other charges for idleration of labour will be borne extra by the RRVPNL.

- xv. In case any delay in completion of the work a penalty @0.5% per week or part thereof subject to maximum 10% value of delayed/ unexecuted work shall be imposed and recovered from the contractor's bill.
- xvi. For the due fulfillment of the contract, you are advised to execute an agreement, in triplicate, in the prescribed form (copy enclosed) on non-judicial stamp paper of Rajasthan worth as per applicable rules of Govt. of Rajasthan. Such agreement shall be executed and signed by the competent authority of the contractor on each page with seal thereof. Such complete agreement form along with the contract documents shall be required to be submitted to the purchaser within a period of 7 days from the receipt of order duly signed on the each page. The charges in respect of execution of the contract agreement shall be borne by the contractor. A copy of contract agreement duly accepted by the purchaser shall be returned to the contractor for his reference. In absence of this agreement no payment shall be released to the contractor and consequent delays shall be on contractor's account.
- xvii. **(A)** If the Contractor fails to complete the work or any part thereof within the specified completion period, the NIGAM shall be entitled at its option:
- a) To recover from the Contractor at 0.5% (half percent) of the cost of the unexecuted work per week or part thereof for the remaining period of unjustified delay subject to a maximum of 10% (ten percent) of the cost of the unexecuted work.
 - b) To cancel the contract and, if so desired, to get completed the erection works through other agencies at the risk & cost of the defaulter contractor.
 - c) Besides the above, appropriate action may be taken by the Engineer –In – Charge/competent authority to debar the Enlisted/Registered Contractors from taking part in future Bids for a specified period or blacklist him or take action against him under or as per the provisions of the RVPN Rules for Enlistment of Contractors for E&M Works, 2007 / Vendor Registration Scheme/Provisions of Purchase Manual.
- (B)** The shut down schedules of Maintenance shall be strictly followed by contractor so as to avoid undue disturbance of supply.
- xvii. **Dispute:** All disputes, differences, questions whatsoever arising between the purchase/order placing authority and contractor upon or in relation to or in connection with the contract shall be deemed to have arisen at Jaipur (Rajasthan) and no courts other than the court in Jaipur shall have jurisdiction to entertain or try the same. The RVPN has constituted settlement committee to settle dispute cases. The supplier/contractor who wish their disputed case to be referred to the above settle committees shall deposit nonrefundable requisite fee in cash/ demand draft/ pay order with the Accounts Office (T&C-Jaipur City), and shall furnish receipt thereof with a request for referring their dispute case to the settlement committee for settlement decision. Further detail shall be provided on request.
- xviii. Bidders are requested to read the instruction in the bid documents/bid before submitting the (tender/bid).
- xix. The above terms & condition of the bids may also be seen on RVPN website <http://sppp.rajasthan.gov.in> & www.energy.rajasthan.gov.in along with bid invitation notice.
- xx. The provisions of Rajasthan Public Procurement transparency Act -2012 & Rajasthan Public Procurement Transparency Rules-2013 shall be applicable. In compliance to Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rules,2013 the following Annexure are enclosed herewith.

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

Annexure B: Declaration by Bidder regarding Qualification.

Annexure C: Grievance Redressal during procurement process.

Annexure D: Additional conditions of contract.

(A.K.Jahalani)
 Superintending Engineer (T&C-Jaipur City)
 R.V.P.N. Jaipur

Copy of Bid/Enquiry submitted /forwarded to the followings for infromation and necessary action:

1. The ZCE (T&C), RVPN, Jaipur.
2. The Superintending Engineer(T&C)/765 kV GSS,RVPN Jaipur Rural/Hindaun/ Alwar/Sawai madhopur/Bhartpur/Phagi /Anta/Kota/Alwar/ with request to display the copy of NIB on their notice boards .
3. The TA to SE (T&C) Jaipur City, RVPN, Jaipur with advice to arrange to upload this bid on SPPP portal and Nigam portal.
4. The Executive Engineer (T&C-Jaipur City)/220/400 KV GSS) RVPN,
5. The Account Officer (T&C), Jaipur City, RVPN Jaipur.
6. Notice Board

Superintending Engineer (T&C-Jaipur City)
 R.V.P.N. Jaipur

Schedule-I

Price Schedule:- As per G-Schedule (Part-1,Part-2,Part-3,Part-4)

G-SCHEDULE FOR MAINTENANCE OF BAY EQUIPMENTS (PART-1)

S. NO.	PARTICULARS	FREQUENCY	UNIT	BSR RATES	QTY.	AMOUNT
1	<p>Maintenance work of following bay equipment's such as circuit breaker, current Transformers, Lightning arrestors, Isolators, CVTs, PLCC Equipment's and corresponding control & Relay Panel (All spares, lubricating material and only special T&P shall be provided by RVPN. Cleaning material and general T&P shall be arranged by the contractor.</p> <p>a)Checking of tightness of clamps & connectors</p> <p>b) Cleaning of all Insulators</p> <p>c) Assistance to RVPN in attending to oil leakage, if any.</p> <p>d)Cleaning of all junction Boxes and secondary terminal boxes</p> <p>e) Assistance to RVPN in checking of operation of CB through relays and verifying various logic and control circuits and annunciation circuits.</p> <p>f) Assistance to RVPN in measurement of CB operation timings.</p>					

	<p>g) Checking of Isolator operation and its alignment.</p> <p>h) Checking of gas pressures like SF6 & N2 in circuit breakers/CTs etc.</p> <p>i) Assistance to RVPN in measurement of IR value of LAs, CTs and CVTs</p> <p>J) Lubrication of defined parts of all equipment's at all required points.</p> <p>k) Washing the equipment's, in case oil stains are present, then washing is to be done with use of detergent</p> <p>l) Cleaning of C&R Panel from inside</p> <p>m) Tightening of clamps & connectors and spacers on overhead bus conductors and Gantries (at a maximum height of 25 meter using safety belts). Also tightening of clamps/connectors of all associated equipment's connected to such overhead bus.</p> <p>n) Providing other related work assistance as may be required by in charge</p>					
3.1	400 KV Bay (1No Supervisor + 10 Nos workmen)	One time in a Quarter.	Nos	3690	13	47970.00
3.2	220KV Bay (1No Supervisor + 8 Nos workmen.	One time in a Quarter .	Nos	3104	13	40352.00
3.4	33 KV Bay(1 No Supervisor +5 Nos workmen)	One time in a Quarter.	Nos	2218	4	8872=00
	Total cost as per BSR for one Quarter					97194.00

G-SCHEDULE FOR MAINTENANCE OF TRANSFORMERS (PART-2.0)

S. NO.	PARTICULARS	FREQUENCY	UNIT	BSR RATES	QTY.	AMOUNT
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<p>Maintenance of power Transformer for the following types of power transformers. (All spares, lubricating material and only special T&P shall be provided by RVPN. Cleaning material and general T&P shall be arranged by the contractor.</p> <p>a) Cleaning of porcelain Bushing.</p> <p>b) Checking of tightness of clamps & connectors</p> <p>c) Cleaning of Bucholz & oil surge relays.</p> <p>d) Cleaning of glasses of all oil level indicators.</p> <p>e) Cleaning of marshalling box, cooler control cubicle, thermometer etc. as provided.</p> <p>f) Assistance to RVPN in attending to oil leakage from Tr. Body & Bushings.</p> <p>g) Checking of oil level in oil filled bushings.</p> <p>h) Checking of Drycol air drying system.</p> <p>i) Assistance to RVPN in measurement of IR values.</p> <p>j) Assistance to RVPN in measurement of earth resistance.</p> <p>k) Assistance to RVPN in testing of PRD.</p> <p>l) Assistance to RVPN Checking of Tripping, circuit of Bucholz & WDG, oil temperature control and protection scheme.</p> <p>m) Checking of OLTC gear operations.</p> <p>n) Assistance to RVPN in checking of auto circuit of cooling bank.</p> <p>o) Taking of oil samples for testing</p> <p>p) Assistance to RVPN in carrying out other special measurements as may be required.</p> <p>q) Providing of other related work assistance as</p>				
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	may be require by work in charge.					
	1. 400/220 KV, 250 MVA & 315 MVA (8 Nos workmen)	One time in a Quarter	Nos	2391	4	9564
	2. 400KV, 50 MVAR, Shunt Reactor.	One time in a Quarter	Nos	2391	1	2391
	3. 33/0.4 KV Aux. Supply station Transformer All capacity(3 Nos workmen)	One time in a Quarter	Nos	1031	2	2062
	Total cost as per BSR for one Quarter					14017

G-Schedule for Maintenance of Bus Bar (Part-3.0)

S. NO.	PARTICULARS	FREQUENCY	UNIT	BSR RATES	QT Y.	AMOUNT
1	<p>Maintenance work of Bus bars of various voltage levels (All spares, lubricating material and only special T&P shall be provided by RVPN. Cleaning material and general T&P shall be arranged by the contractor.).</p> <p>a) Tightening of clamps & connectors on overhead bus conductors and gantries (at a maximum height of 25 metre using safety belts). Also tightening of clamps/connectors of all bus side associated equipments.</p> <p>b) Replacement of worn out clamps & connectors of bus during work under item No (a)</p> <p>c) Cleaning of all insulators of suspension and tension strings of bus bars and insulators of bus isolators, Bus CVT's/PT's.</p> <p>d) Checking of operation of Bus isolators and their alignment including motorized operation..</p> <p>e) Maintenance of operating mechanism & switches etc. of isolators..</p> <p>f)Lubrication of all moving parts of isolators.</p> <p>g) Providing of all related work assistance as may be required by work-in-charge..</p>					
	1. 400 KV Bus section (1 No Supervisor + 8 Nos workmen)	Half Yearly.	Nos	3176	Nil	00.00
	2. 220KV Bus section.(1No Supervisor + 6 Nos workmen)	Half Yearly.	Nos	2582	Nil	00.00

	3. 33 KV Bus section (1 No Supervisor + 4 Nos workmen.)	Half Yearly.	Nos.	1798	Nil	00.00
	Total cost as per BSR for One Quarter					00.00

G-Schedule for Maintenance of D.C system (Part-4.0)

S.No	Particulars	FREQUENCY	UNIT	BSR RATES	QTY.	AMOUNT
1.	<p>Maintenance of D.C System including distribution board battery bank and charger of various capacitors.</p> <p>1. To take readings of voltage of battery cells.</p> <p>2. To take readings of specific gravity of all battery cells for conventional type.</p> <p>3.To check electrolyte level of all cells and topping up if required (for conventional type))</p> <p>4. Checking temperature of cells.</p> <p>5. Checking and cleaning of terminals and lugs.</p> <p>6.Application of petroleum jelly on terminals</p> <p>7. Checking capacity by switching off of battery charger as per RVPN procedure and charging off batteries by boost charging.</p> <p>8. Cleaning of charger and its components from inside by blower.</p> <p>9. Cleaning of DC distribution board.</p> <p>10.Cleaning of battery cases and battery stand including insulators(All spares, lubricating material and only special T&P shall be provided by RVPN .Cleaning .material and general T&P shall be</p>					

	arrange by the contractor.)							
	(i)220 Volts DC system with VRLA type battery set (3 Nos workmen)	Monthly (2 Months)	2 Set	903	2*2	3612.00		
	Total cost as per BSR for Two Month						3612.00	

Grand Total (Part3+Part4+Part 5+Part 8)= 97194.00+14017.00+00.00+3612.00=114823.00

(In words Rupees One lac Fourteen Thousand Eight hundred Twenty Three only).

- 1. We agree to execute the above work @.....% above/below (Exclusive GST) on RVPN-BSR-2017 (Note:- Please tick on above or below clearly)**
- 2. The Bidder shall quote the prices in all respect inclusive of all type of taxes etc. (except GST) till completion of work.**

**Signature of authorized
Representative of the Contractor with seal**

SCHEDULE –II

SCHEDULE OF PAST EXPERIENCE OF THE BIDDER IN RESPECT OF MAINTENANCE OF EHV GSS

1. Details of orders obtained/executed

2. In support of above & of meeting the other qualifying requirements, copies of the Work Orders and satisfactory completion reports from the user or Order Placing Authority duly attested are enclosed.

Encl: As above

S.No	Name of order placing authority	Order No. & Date	Name of work	Value of Work Order	Date of commencement of the work	Date of completion of work	Remarks
1	2	3	4	5	6	7	8

Name and address of the Firm :

Phone Number/ Mobile No. :

GST No. :

Name of Contact Person :

Email Address :

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

APPENDIX

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

1. Any person participating in a procurement process shall –
 - (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
 - (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - (c) not indulge in any collusion, Bid rigging or anti – competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
 - (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - (f) not obstruct any investigation or audit of a procurement process;
 - (g) disclose conflict of interest, if any; and
 - (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.
2. **Conflict of Interest:-**
3. The Bidder participating in a bidding process must not have a conflict of interest.
4. 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.
5. A Bidder may be considered to be in conflict of interest with one or more parties in abiding process if, including but not limited to:
 - (a) have controlling partners/shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of the Bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - (e) the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidders is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - (f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid: or
 - (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procurement Entity as engineer-in-charge/consultant for the contract.

Annexure –B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of the legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place

Designation:

Name:

Address:

Annexure –C: Grievance Redressal during Procurement process

The designation and address of the First Appellate Authority is as nominated vide order No.RVFN/AAO/F&R/F.98/D.53 dated 30.06.2016.

(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, omissions, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

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

(4) Appeal not to lie in certain cases

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee of filing Appeal

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

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of the Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of Appeal

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

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

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

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

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

(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 Noof
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