

MODIFIED PURCHASE MANUAL

1.0 INTRODUCTORY:

This manual contains general instructions, guidelines and procedure to be followed / observed for procuring stores by the RVPN for works, operation & maintenance etc. This Purchase Manual is in supersession of previous manual, amendments thereof, various circulars, and notifications issued in the past. This Purchase Manual is also available on web site www.rajenergy.com & www.rvpn.co.in.

1.1. DEFINITION OF STORE:

The term 'Store' used in the manual applies generally to all articles and materials purchased or otherwise acquired for the use of the RVPN and includes not only consumable stores or articles utilized for operation, repairs and maintenance but also includes articles of permanent stock of the nature of plant, machinery, instruments, furniture, equipment, fixtures etc. but excluding books, publications, periodicals etc.

2.0 SHORT TITLE AND COMMENCEMENT:

This manual would be known as Rajasthan Rajya Vidyut Prasaran Nigam Ltd. Purchase Manual 2008 and would come into force from the date it is approved by the BOD.

3.0 DEFINITION OF VARIOUS TERMS USED IN THE MANUAL:

In this manual unless the context otherwise requires.

- 3.1 'Act' shall mean the Electricity Act 2003(Act 36 of 2003) for the time being in force and shall include any statutory amendments, modification or enactment thereof.
- 3.2 'Government' shall mean the Central/ State Government.
- 3.3 'RVPN' shall mean Rajasthan Rajya Vidyut Prasaran Nigam Ltd. constituted under Companies Act. 1956 and shall include its successors and assignees.
- 3.4 The 'CMD' shall mean the Chairman & Managing Director, Rajasthan Rajya Vidyut Prasaran Nigam Ltd.
- 3.5 (a) BOD shall mean Board of Directors of RVPN appointed by the State Government.
- 3.5 (b) WTDs shall mean Whole Time Directors of RVPN appointed by the State Government.
- 3.6 DOP shall mean the Delegation of Powers to the officers of RVPN.
- 3.7 The 'Purchaser' shall mean the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. represented by Chairman & Managing Director and shall include their legal personal representative, successors and assignees. The 'RVPN' or 'Owner' or 'Customer' shall mean the 'Purchaser'.
- 3.8 'Purchase Authority' shall mean the 'RVPN' and/or such Authority/Committee to whom powers to sanction purchase of stores/equipments/T&P etc., have been delegated by the RVPN.
- 3.9 'Purchase/Purchasing Officer' shall mean the officer competent to place purchase orders after sanction of competent authority/committee.
- 3.10 'DGS&D' shall mean the Director General of Supplies and Disposal, Government of India.

- 3.11 'CSPO' shall mean Central Stores Purchase Organization of Government of Rajasthan.
- 3.12 'Rate Contract' shall mean the rate contract entered into and approved by the DGS&D and CSPO or concluded by the competent authority of the RVPN.
- 3.13 'Approved Bank' shall mean State Bank of Bikaner and Jaipur or any other nationalized or scheduled bank approved by the RBI.
- 3.14 'Appendix' shall mean the appendices appended with the manual.
- 3.15 'Schedule' shall mean the schedules as given in the manual.
- 3.16 (a) 'MM Wing' shall mean Material Management Wing of the RVPN entrusted with the work of purchasing of centrally purchased items and any other work assigned to it.
- 3.16 (b) PPM Wing shall mean Project, Planning and Monitoring Wing of the RVPN also entrusted with the work of purchasing of centrally purchased items for projects and any other work assigned to it.
- 3.17 'Inspecting Officer' shall mean the officer nominated/ authorized by the competent authority of the RVPN for carrying out testing and inspection of the Stores/ equipments/T&P etc. and also includes any other agency authorized for the purpose.
- 3.18 'Annual Requirement' shall mean the requirement of a financial year commencing from 1st. April of a year and ending on 31st March of next year.
- 3.19 'Consignee' shall mean and include the Assistant Controller of Stores, and or any other officer/official of the RVPN all over Rajasthan performing the duties of consignee.
- 3.20 'Contract' shall mean and include: Invitation to Tender, Instructions to Tenderers, Tender form including schedule of prices, Earnest Money Deposit, Letter of Intent and its acknowledgement, Performance Guarantee/ Manufacturer Warranty, Formal Work Order, Guaranteed Test Performance and Penalty, General Condition of Contract, Special Instructions, Site Conditions, Specification, specific conditions, schedules and drawings, addenda which may hereafter be issued by the purchase officer to the contractor in the form of letter and covering letters and schedule of prices as agreed between the contractor and the purchaser, the agreements to be entered into under clause 1.6 of the General Conditions of Contract.
- 3.21 'Contractor' shall mean the tenderer whose tender has been accepted by the 'Purchaser' and shall include the tenderer's heirs, legal representative, successors and assignees approved by the Purchaser.
- 3.22 'Contract price' shall mean the sum named in or calculated in accordance with the provisions of the contract/purchase or any amendments thereto. The contract price/value of order shall include the basic cost of equipment at manufacturer's works, test charges, excise duty, sales tax etc. at the time of order, and freight & insurance charges up to the stores.
- 3.23 The 'Engineer' shall mean the Chief Engineer, Addl. Chief Engineer, Dy. Chief Engineer, Superintending Engineer of RVPN 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.
- 3.24 The 'Month' shall mean, English calendar month i.e. period of 30 days.
- 3.25 'Week' shall mean a period of 7 (seven) days.

- 3.26 'Plant' shall mean and include the plant and machinery to be provided by the contractor under the contract.
- 3.27 'Works' shall mean and include the works to be done by the contractor under the contract.
- 3.28 'Place of Delivery' shall mean the place of delivery at which the contractor is responsible to deliver the material as per directions of the purchase officer.
- 3.29 The 'Site' shall mean the place or places named in the contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.
- 3.30 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.
- 3.31 'Centrally purchased items' shall mean the items normally procured by the Material Management / PP&M Wing. The list of centrally purchased items is as detailed in Appendix- I.
- 3.32 'Non Centrally Purchased Items' shall mean all the items not included in Appendix-I.
- 3.33 'Successful Tenderer' shall mean the tenderer whose tender has been accepted.
- 3.34 Letter of Intent (LOI) / Letter of Acceptance (LOA) shall mean the RVPN's letter conveying its acceptance of the tender subject to such reservations / conditions as may be stated therein. This acceptance letter precedes the detail Purchase Order having detailed terms and conditions of the technical & financial parameters.
- 3.35 Head of Department shall mean an Authority declared to be such for the purpose of exercise of Administrative & Financial Powers as contained in the Delegations of Powers of the RVPN and referred in this Manual.

4. EXTENT OF APPLICATION:

- 4.1 The provisions of this purchase manual would be applicable for procuring stores, equipment, T&P, contract for conversion including re-rolling and fabrication of material where whole or part of store / material is supplied by the RVPN or for purchase of equipment(s) where fabrication, erection and associated civil works are also included in the contract for supply of equipment etc. in the RVPN. Procedure detailed out in the subsequent paragraphs would be followed by the officers of the RVPN in all the cases except works contract, civil contract, turnkey packages and labour contracts in which too the provisions of this manual shall be applicable till such time separate procedure/guidelines are issued to regulate the award of works contract, turnkey package and labour contracts. Provided where purchases are effected against loans / financial assistance / sanctioned / provided (made available) by Banks / financial institutions etc. the purchase procedure would be followed as per terms & conditions of loan / financial assistance agreement duly approved by the RVPN (to the extent the procedure agreed therein are different from those given in the manual).
- 4.2 Wherever on any matter the Delegation of Powers or the Purchase Manual is silent, the same shall be regulated as per provisions of GF&AR.

5. AMENDMENTS IN THE MANUAL:

In case any amendment(s)/change(s) in the Manual is required, the same shall be issued by the Company Secretary/ authorized officer of the RVPN with the approval of Board of Directors.

6.0 ASSESSMENT OF REQUIREMENT:

- 6.1 The principles/guidelines appearing here under will be generally followed.
- 6.2 Quantity of items to be purchased for maintenance work should be guided, as far as possible, by levels through material management i.e. minimum level, reordering level, maximum level and by value analysis i.e. A, B, C, values as well as movement analysis should also be kept in mind i.e. fast moving, slow moving and average moving items. The A,B,C value analysis will not be guiding factor for the items to be purchased for project/ planned works.
- 6.3 Item-wise annual requirement of centrally purchased items being purchased by MM wing for work(s) shall be furnished by ZCE(T&C), RVPN, Jaipur and finalized preferably before commencement of financial year by a committee comprising of Chief Engineer (MM) ,Chief Engineer(PP&M), Chief Engineer (T&C), Jaipur, Chief Controller of Accounts, Jaipur, Chief Accounts Officer(MM),Jaipur and concerned Superintending Engineer of MM wing. This committee while doing so, will keep in view the Physical targets set, Budget provision, Stock position in stores, physical balance available at site, quantity expected to be received during the year against pending orders and additional requirement for 1st quarter of subsequent financial year (25% of the annual requirements of new/ ongoing/ augmentation works only) for all the items except tower material/ structures material, steel sections, line material other than ACSR conductor, Earthwire, DC panel, battery Charger, LT panel and battery sets. The additional requirement for tower material/ structure material, steel sections, line material other than ACSR conductor, Earthwire, DC panel, battery Charger, LT panel and battery sets shall be worked out based on the following considerations:
- (i) Tower material, structure material for GSS, Power & Station Transformer, Control & Relay Panel, DC panel, battery chargers, Battery sets, LT panel and Steel sections should be procured equivalent to the requirement of two years,
 - (ii) Line material other than conductor and earthwire should be procured at least for one and half years requirement,
 - (iii) ACSR conductor & earthwire should be procured 5% extra than the requirement.
- The committee shall also consider slippage @ 15% while finalizing the net requirement.
- 6.4. Non-centrally purchased items including spares, may be purchased by the concerned officers as per Delegation of Powers after taking approval, for quantity to be purchased, from the next higher authority. However concerned Chief Engineer/ Head of Department will have full power to approve the requirement of non-centrally purchased items.
- 6.5 The requirement in respect of centrally purchased items pertaining to Direction offices shall be finalized at the level of concerned Head of Department taking into account the availability of Budget grant/provision and shall be furnished to the Chief Engineer (MM), RVPN, Jaipur for the procurement action.
- 6.6 The requirement for major project and works relating to Grid substations and lines shall however be drawn up by the designated project authority(ies) keeping in view the project reports, annual plan allocation, budget provision etc. and the purchases thereof, be made by the project authorities according to the powers delegated in this regard. In case of O&M items, budget provision will be taken into account while in case of capital works items, supplies will be regulated as per budget provision or annual Plan allocation-
- 6.7 The centrally purchased items shall not be purchased by offices other than Material Management / PP&M Wing of the RVPN. However, in case of emergent circumstances when the centrally purchased items (excluding items listed in Part A of Appendix I) value of which in each case not exceeding Rs.1,00,000/- are either not available with the stores organization of the RVPN or not receivable against the pending orders of the

Material Management wing of the RVPN within the required period, then the other purchasing authorities of the RVPN shall initiate purchase action for such centrally purchased items which are urgently required at their end after quantity approval from next higher controlling authority and after obtaining non-availability certificate from concerned Assistant Controller Of Stores, RVPN, after ascertaining position from MM wing. Assistant Controller of stores shall not issue NAC for item listed in Part A of Appendix I.

- 6.8 In case of non- centrally purchased items, non availability certificate shall not be required by the concerned Purchasing Authority from the concerned Asstt. Controller of Stores, except for the cases for which specific mention is there in the DOP.
- 6.9 Obtaining of non availability certificate shall not be necessary for the purchases by project authority as at Para 6.6 above. However before initiating purchase action, the concerned Purchasing Authority shall take into account the communication from other Project Authorities and the Stores Wing of the RVPN regarding surplus/spare equipment, machinery, Tools & Plants so that to the extent possible, such surplus/spare material may be utilized and fresh purchases thereof are avoided.

7. SPECIFICATION OF STORES:

- 7.1 For Centrally Purchased Items, a self contained specification shall be finalized by a specification approval committee as per Appendix- XX for Stores, equipments, T & P items intended/ required to be purchased before initiating purchases. Specifications of the Stores/Equipments/T&P items, sub- stations, line material etc. shall be finalized and provided to the intending tenderers after obtaining prescribed cost thereof.
- 7.2 All equipment and Stores purchased shall be conforming to prescribed specification except for minor deviations specifically approved by the Competent Purchase Authority / Committee.
- 7.3 The Chief Engineer (PP&M) shall also intimate, from time to time to the Chief Engineer (MM) / Specification Approval Committee short circuit levels to which equipment of various voltage levels should conform after taking into account the fault level at various grid substations and prospective increase thereafter in future so as to effect finalization of specification of selected equipment accordingly.
- 7.4 While effecting changes in and standardization of technical specifications, due consideration would be given to the observations pointed out during inspections carried out in the past.

8.0 GUIDING PRINCIPLES/POLICY IN REGARD TO PURCHASE OF STORE / EQUIPMENT/T&P ETC.:

- 8.1 Keeping in view the policy of the Government to make purchases of stores for the public service in such a way so as to encourage the development of indigenous production of stores to the almost possible extent and to make the country self sufficient in the matter of its own requirements, the preference in making the purchases will be given in the following order:
- (i) articles which are produced in India in the form of raw materials or are manufactured in India from raw materials produced in India provided that the quality is sufficiently good for the purpose.
 - (ii) articles wholly or partially manufactured in India from imported materials, provided that the quality is sufficiently good for the purpose.
 - (iii) articles of foreign manufacture held in stock in India, provided that they are of suitable type and requisite quality.
 - (iv) articles manufactured abroad which need to be specially imported(preference to be given to offers received for supply through India based establishments.)

9.0 STANDARDS OF FINANCIAL PROPRIETY & GENERAL PRINCIPLES FOR PROCUREMENT/ CONTRACTS:

- 9.1 The responsibility and accountability of every officer in a committee delegated with financial powers to procure any store/equipment/T&P etc. or services on RVPN's account is total and indivisible. RVPN expects that the authority/ committee concerned will have the public/ RVPN interest utmost in its mind while making a procurement decision. This responsibility is not discharged merely by the selection of the technically and commercially acceptable cheapest offers in ascending order but the following yardsticks of financial propriety should also be kept in view:
- (a) Whether the offers have been invited in accordance with the governing rules and after following a fair and reasonable procedure in the prevailing circumstances.
 - (b) Whether the authority is satisfied that the selected offer will adequately meet the requirements, for which it is being procured,
 - (c) Whether the price of offer is reasonable in comparison to the prevailing market rate or as per previous prices and consistent with the quality required.
- 9.2 No contract shall be awarded/entered into by any authority/committee which has/have not been empowered to do so by or under the orders of the RVPN /Purchasing Authority.
- 9.3 The following general principles shall be observed by the authorities empowered to enter into contract(s) or agreement(s) involving expenditure from the RVPN / public funds:
- (i) The terms of a contract must be precise and definite and there must be no room for ambiguity or misconstruction thereof.
 - (ii) Standard forms of contracts shall be adopted wherever possible, the terms to be subjected to adequate prior scrutiny.
 - (iii) In case where standard forms of contracts are not used, legal and financial advice (if required) shall be taken in drafting of contracts before these are finally entered into.
 - (iv) The terms of a contract once entered into shall not be materially varied without the previous consent of the authority competent to sanction purchase. No payments to contractors/ suppliers by way of compensation, or otherwise outside the terms of the contract or in excess of the contract rates shall be authorized.
 - (v) No contract involving an uncertain or indefinite liability or any condition of an unusual character shall be entered into without prior approval of WTDs.
 - (vi) Contracts, whenever practicable and advantageous and in all cases required by the rules or orders of a competent authority, shall be placed only after tenders have been invited and in cases, where the lowest technically acceptable tender is not accepted, or order for entire quantity is not placed on the lowest technically acceptable tender, reasons shall be recorded by the purchase authority / committee.
 - (vii) Even in cases where a formal written contract is not made, no order for supplies etc. shall be placed without at least a written offer as to the prices and acceptance thereof.
 - (viii) Provision will be made in contract for safeguarding RVPN's property entrusted to a contractor.

- (ix) While selecting the tender to be accepted the financial status of the tendering firms/ tenderer shall also be taken into consideration in addition to all other relevant factors.
- (x) Purchaser reserves the right to cancel the contract at any time for non compliance and/or non execution/ delay of supplies by supplier.
- (xi) All contracts shall have a provision for recovery of the compensation for defaults on the part of the contractor unless any special instructions are issued by the competent authority.
- (xii) The question whether any sales tax, octroi and other local taxes and duties are to be paid and if so, by which party should be settled and cleared up before entering into any contract.
- (xiii) All contracts for purchases involving import of material from abroad shall as a rule provide for purchases, preferably on F.O.B. basis.
- (xiv) Where escalation in respect of excise duty, freight, raw materials, etc. is provided for in a contract, the basis for the calculation of the same shall be clearly indicated.
- (xv) Copies of all contracts and purchase orders shall be sent to the Accountant General (Audit), Rajasthan Commercial Taxes, Central Excise Deptt. and Controller of Internal Audit of the RVPN besides others, notified in future.
- (xvi) Liaisoning should be debarred altogether.

10.0 METHODS TO EFFECT PURCHASES:

10.1 TENDERS : Tenders shall be invited for supply of all articles unless the value of the order to be placed is small or the competent authority/committee is satisfied that sufficient reasons, which shall be recorded in writing, exist that it is not in the interest of the RVPN to call for the tenders or the demand is so urgent that any additional expenditure involved in the tender system must not be incurred or the sources of supply are definitely known and possibility of fresh source beyond those being tapped is remote or in cases where tenders are not received even after two attempts of invitation. The nature of urgency and circumstances under which the demand could not be anticipated and other causes shall be recorded and approval of the next competent authority/committee to dispense with the advertisement/call of tenders will be taken.

Note: Small orders as mentioned above would mean an order the total value of which does not exceed Rs. 5000/- or higher limit as may be fixed by WTDs in each case.

10.2.1 TWO PART BIDDING: The bidding, under open tendering, shall be in two parts, in general, in first part techno-commercial capability of the bidder(s) is assessed and thereafter price bid of techno-commercially qualified bidder(s) is opened. This could be done in following ways:

- (a) **Twin – envelope bidding:** In this method bidder is required to furnish complete bid in two separate sealed envelopes, one containing techno-commercial information, and second sealed envelope containing financial/price bid simultaneously. Sealed envelopes containing techno-commercial information shall be opened at the time of opening of the bids. The techno-commercial bids shall be evaluated based on qualifying requirements, technical data & performance details, test reports, commercial terms etc. as per requirement of specification. If any information / clarification is needed from the bidder the same shall be obtained to bring out firms on common footing as far as observance of technical / commercial terms are concerned. Thereafter price bids of only those firms, who are adjudged as techno-commercially qualified/ suitable would be opened, on a specified date in presence of representatives of such qualified bidders who wish to

be present at the time of opening of price bids. Price bids envelopes of other firms (not qualified) shall not be opened.

In general the twin-envelope bidding system shall be adopted for all purchase cases of two part bidding. The qualifying criteria for twin-envelope tendering process shall be specified in the specification.

- (b) Two stage bidding: In this second method only technical bids are obtained in the first instance and after firms are pre-qualified, on the basis of their technical strength, financial position, past experience etc, the financial bids (price bids) shall be obtained in the second instance from the qualified firms only. This method is to be adopted in case of consultancy services and where new technologies are introduced in RVPN, with the approval of WTDs. The two-stage bidding may also be preferred in situations where it is felt that technical bids are likely to have a number of technical, commercial deviations which may have to be removed to bring all tendering firms on equal footing. Some of the deviations may have bearing on the price.

In case of two stage bidding, for pre-qualification of bidders, evaluation criteria shall be determined in advance of opening of the bids. Such criteria shall be approved by the authority competent to make purchase/award the work and be kept in sealed cover under the custody of a senior official. The technical bids shall be evaluated on the basis of such predetermined/specified evaluation criteria and qualified firms brought on common footing as far as observance of technical specifications/commercial terms are concerned. Deviations are required to be removed and got confirmed. The price bids of from the qualified bidders shall be obtained and opened in the presence of their representatives who may wish to be present at the time of opening of price bid(s). If the quoted price of any or more firms is to be loaded for any gaps, the final comparative statement with such loading or otherwise shall be made known to the participating firms. In doing so, besides advantage of transparency, mistakes / misgivings if any, as regards the basis of loading, can be removed at that stage.

- 10.2.2 Two part bidding may be dispensed with in case of purchases/ work contracts where the value of the order is small say upto Rs. 50.00 lacs. There shall however, be no splitting of quantities so as to avoid pre qualification requirement. If the competent authority feels that certain firms responding to the NIT are not reliable or their offers are deficient in some material respects their offer could be ignored for consideration.

10.2.3 AWARD CRITERIA:

When it is felt by the competent committee that the L-1 firm can not supply the total quantity in required time schedule or it is not desirable to depend on single supplier the quantities can be distributed amongst those to whom counter offer is made at L-1 raters.

In the situation where firms decline to match the L-1 price and insist on higher prices the competent authority may in the larger interest of the organization place order at differential rates.

The distribution of the quantities may be done as far as possible in the following manner:-

- a) When offer of L-1 position is only considered- 100%
- b) When offers upto L-2 position are considered- 60:40
- c) When offers upto L-3 position are considered- 50:30:20
- d) When offers upto L-4 position are considered- 50:25:15:10

Note: (1) The L-1, L-2.....status of firms who have matched the counter offered prices may be in accordance with their position as per original ascending order.

(2) In case, there are more than one firm at any price level in original ascending order statement, then the sum total of quantities specified for that level together with the quantities available for allocation for successive levels (upto additional number at that position) as per award criteria, may be equally distributed. For example, if there are

three firms quoting equal price at L-2 level, then total quantity specified for L-2, L-3 and L-4 may be equally distributed.

(3) When carteling is observed, distribution of quantity as per award criteria may be decided by taking a draw on random basis in the presence of the bidders who wish to be present.

Where the bidders by indulgence in carteling quote unreasonably high price, the Nigam reserves the right to cancel the tenders with penal action against the defaulting firms such as severing of business relations with them as may be considered necessary by the appropriate authority.

(4) Where the firms are required to be identified by way of draw of lots, such draws would be taken at the level of respective purchase committee except that for purchase cases falling within the competence of corporate level purchase committee, such draw shall be made by CE Level committee.

10.3 SYSTEM / PROCEDURE OF TENDERS: Tenders shall be obtained in the following manners:

- i) Open tenders from manufacturers, sole distributors, sole selling agents and Authorised dealers (by advertisement in papers) in the cases where the estimated value of the tenders to be received is more than Rs. 1,00,000/- or higher limit as may be fixed by the WTDs.
- ii) Limited tenders (by direct invitation to a limited number of firms/shops dealing in the article to be purchased) in cases where the estimated value of the tenders to be received is more than Rs.5,000/- but up to Rs.1,00,000/-.
- iii) Single tenders/ quotation by invitation to one firm or supplier only in the cases where the estimated value of the purchase is upto Rs.5000/-. However, in case of items of proprietary nature, including spares, purchase on the basis of single tender can be effected from the manufacturer, or sole supplier/authorized dealer as per delegation of powers at mutually agreed terms and conditions.

Note: 1) In case only single responsive/qualified tender is received in response to open/limited tender enquiry the next higher authority/committee may decide to sanction or re-invite tender after recording reasons. The WTD Committee shall however be competent to decide itself.

2) In case two or more responsive or qualified tenders are received in response to open/limited tender enquiry the authority/committee competent to make purchase will decide the case.

3) In relaxation to the provisions at 10.3(i) above, the furniture for grid sub-stations and rest houses can be purchased as under:-

(a) The furniture of standard make for grid sub-stations under limited tender enquiry can be purchased subject to following conditions:-

- i) Purchase will be made by the committee(s) constituted by the CMD.
- ii) Purchase will be subject to budgetary allocations and
- iii) Furniture purchased will be of standard/reputed make/brand

(b) The material/ item for furnishing / renovation for Lal kothi and Chambal rest house and rest house located at other stations shall be purchased by the committee constituted vide order No.RVPN/AS/ GAD/ F&R/ F.3/ D.496 dt.27.05.2004 upto the limit of budget provisions by obtaining quotations from the authorized/ reputed dealers. The committee may negotiate the prices and do all other such matter that may be required.

4) In relaxation to the provisions at 10.3(i) above, the WTDs may purchase the vehicle from the manufacturer/ authorized dealers which are not available on DGS & D rate contract on their quoted terms and conditions as per DOP.

10.4 PURCHASES FROM DGS&D/CSPO RATE CONTRACT:

Items available on DGS&D and/or CSPO rate contract or on rates controlled/approved by the Govt. of India or any other statutory agency shall normally be purchased from the firms holding the rate contract or manufacturers/principal dealers on the approved rates. Purchase of items on the rate contract with DGS&D/CSPO shall be made by the competent purchasing authority outside the scope of rate contract, but on rate contract prices in such a way that their terms and conditions are not less favorable to the RVPN than those provided for in the DGS & D rate contract.

10.5 RVPN'S RATE CONTRACTS FOR THE ITEMS APPROVED BY THE WTDs:

The Chief Engineer (MM), RVPN Jaipur with the approval of WTDs and or committee constituted for the purpose may enter into rate contracts with the bonafide manufacturer/ authorized sole distributors, after calling competitive tenders. Such rate contracts shall be operated by MM wing or by circle SE if so authorized by WTDs.

10.6 EMERGENT PURCHASES: Notwithstanding anything contained in this manual, emergent purchases to the extent of the powers delegated to the different authorities as per delegation of powers and conditions given there under may be made depending upon exigencies and after satisfying reasonability of rates and keeping in view the other provisions as provided in the delegation of powers. A register be maintained for recording all such sanctions/purchases issued/made by respective offices.

11.0 TIME LIMIT FOR RECEIPT OF TENDERS:

11.1 The minimum time to be given for receipt of tenders from the date of publication of the notice inviting tender shall be as under:-

- (i) Where the estimated value is above Rs. 1,00,000/- and up to Rs. 5,00,000/- - minimum 10 days.
- (ii) Above Rs. 5,00,000/- and upto Rs. 50,00,000/- minimum 15 days.
- (iii) Above Rs. 50,00,000/- minimum 30 days

Note: (a) Extension in the original date of tender opening shall also be published in the same News Papers/Magazine.

(b) Concerned Purchase Officer shall send NITs to PR wing for publication with a view to ensure that the intending tenderers at least get minimum prescribed time for submission of tenders.

11.2 SHORT TERM TENDER NOTICE:- In case of emergent circumstances, which shall be recorded in writing, the period of publicity of open tender may be reduced to half by the purchase officer with the approval/orders of the competent authority/purchase committee.

12.0 PUBLICATION OF TENDER NOTICE IN NEWS PAPERS FOR ELECTRICAL WORKS, CIVIL WORKS, TURNKEY WORKS AND PURCHASES:

The notice for inviting tenders shall be got published through the PR wing, RVPN, Jaipur in the news papers approved by the RVPN in the manner indicated as under:-

S. No	Amount of Purchase.	Time Limit	Mode of Publication.
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1	Above Rs. 1,00,000/- but upto Rs. 5.00 lacs	10 days	<ol style="list-style-type: none"> 1. Notice Board of the offices of concerned Zonal CE/SE/XEN and copy to Contractor/ Vendor's Association*. 2. One regional Newspaper being published from that District. If no such Regional Newspaper is available in the concerned District(s) then this item shall not apply. 3. One State level Newspaper (all editions) by rotation.
2.	Above Rs. 5.00 lacs but upto Rs. 50.00 lacs.	15 days	<ol style="list-style-type: none"> 1. Notice Board of the offices of concerned Zonal CE/SE/XEN and copy to Contractor/ Vendor's Association*. 2. One regional Newspaper being published from that District. If no such Regional Newspaper is available in the concerned District(s) then this item shall not apply. 3. One State level Newspaper (all editions) by rotation. 4. One National level newspaper (all editions) from amongst The Hindustan Times, Times of India, Indian Express(including New Indian Express) and The Hindu by rotation.
3.	Above Rs.50.00 lacs	30 days	<ol style="list-style-type: none"> 1. Notice Board of office of PPM/ MM/ ZCE/ CE. 2. Two State level Newspapers (all editions) by rotation. 3. Two National level newspaper (all editions) from amongst The Hindustan Times, Times of India, Indian Express(including New Indian Express) and The Hindu by rotation. 4. www.rajenergy.com/ www.rvpn.co.in.

* In case of works the copy of NIT may be sent to Contractor's Association and in case of purchases the same may be sent to Vendor's/ Supplier's Association.

NOTE:

1. When the single tender notice is published in newspapers for more than one item then, the combined publication for all the items shall be arranged in the Newspapers as according to above category depending upon the highest estimated value of one particular item.
2. Publication can also be had in other paper in addition, if considered necessary.
3. In respect of the purchases to be made by MM/PPM wings the NIT shall also be published in the India Trade Journal, Kolkata.
4. Copies (Hard copy as well as Soft copy) of all tender notices shall also be provided to S.E.(400 kV Design),Jaipur who will be responsible for placing the same on RVPN's website .

13. PROCEDURE FOR INVITING LIMITED TENDERS :

- 13.1 Limited tenders shall be obtained from the SSI units/whole- sellers/ producers/ manufacturers, original equipment manufacturers/ sole distributors/sole selling agent /marketing agent/ sub-distributors, authorized dealers, retail shops of manufacturers, authorized stockiest, retailers of known reliability and who are bonafide dealers in stores/articles to be purchased as applicable for individual case.
- 13.2 Tender notice shall be given to sufficient number of firms to avail competitive rates.
- 13.3 A minimum period of 7 days shall be allowed to the firms to offer their rates.

Note: The tenders (open/limited/single) shall be invited by the concerned purchase officers after finalization of the requirement of stores required during the financial year and

fulfillment of the condition for obtaining non-availability certificate from the Asstt. Controller of Stores/Controller of Stores as the case may be

14.0 PROCEDURE FOR ISSUING TENDER NOTICES:-

14.1. The tender notice so issued, whether for open, limited or single tender shall be chronologically entered in a register of Enquiries/tender Notices in Appendix-XV to be maintained in the respective office, and a specific serial number shall be allotted to each tender enquiry/Notice.

14.2.1 The notice inviting tender to be published in newspaper (Appendix-II A) shall contain the following details invariably:-

- (i) Name and address of the purchasing office.
- (ii) Tender Notice No.
- (iii) Brief description of the stores to be purchased/ works to be executed.
- (iv) For details about quantity, tender specification Cost, EMD and the date of submission, opening of tender may visit website www.rajenergy.com or www.rvpn.co.in

14.2.2 The notice inviting tender to be listed on the website (Appendix-II B) shall contain the following information invariably:

- (i) Name and address of purchasing office.
- (ii) NIT number.
- (iii) Brief description of the stores to be purchased/ works to be executed.
- (iv) Quantity to be purchased/ -----
- (v) Cost of tender specification/ mode of its remittance and the address of the office from where tender specification can be purchased.
- (vi) Amount of requisite Earnest Money/ class of vendor registration.
- (vii) The Due date, time and place of receipt and opening of tenders
- (viii) Pre qualification requirement, if any.

14.2.3 The tenders must be opened during office hours only in the presence of tenderers/their authorised representatives who wish to be present.

15. SALE OF TENDER DOCUMENT

15.1 The cost of tender specification shall be as under:-

(a)	In case of limited tender enquiry	Nil.
(b)	Above Rs 1.0 lac and upto Rs 2.0 lacs	150/-
(c)	Above Rs. 2.0 lacs and upto Rs. 25 lacs.	500/-
(d)	Above Rs. 25 lacs and upto Rs. 100 lacs.	1000/-
(e)	Above Rs. 100 lacs and upto Rs 500 lacs.	2000/-
(f)	Above Rs.500 lacs	5000/-

Note: Where the purchase officer considers that the tender documents are quite bulky and so many drawings are to be attached, the cost of such drawings/ additional documents may be charged in addition to the cost mentioned above.

15.2 On remittance of the cost of specification against open tenders the following documents shall be provided to the prospective tenderer duly signed at the top by the officer concerned and its account would be kept properly in the register to be maintained in the proforma at Appendix III appended with the Manual.

i.	Instructions to tenderers as Prescribed in Section-I of the specification.	Schedule- I
ii.	General conditions of contract as prescribed in Section-II of the specification.	Schedule- II
iii.	Technical specification in Section-III of the Specification which shall cover, requirement, manufacture, testing supply and delivery of material/equipment etc.	Schedule- III
iv.	Tender form/ schedule of price	Schedule- IV
iv (a)	Details of offered equipment/ tendered quantity	Schedule- IV(A)
v.	Statement of Guaranteed technical particulars and other performance data.	Schedule- V
vi	Form of departure from technical and commercial specification.	Schedule-VI (A&B)
vii.	Form for indicating the past performance (list of past supplies).	Schedule-VII
viii.	Form for indicating the delivery(Delivery schedule)	Schedule-VIII

15.3 The tenderers shall be asked to quote their rates as well as schedule of delivery for each item included in the N.I.T. and to furnish the tender form duly signed on each page thereof. Where necessary, purchase officer can ask tenderers to furnish more No. of copies of the same.

16.0 RECEIPT OF TENDERS:

16.1 All tenders shall be received up to the scheduled time and date preferably in a Locked Tender Box which shall be kept in the office of purchase officer.

16.2 In case of non-availability of tender box/ bulky size of tenders which cannot be put in locked tender box or if tenders are delivered personally by the vendors, a receipt will be given to them.

16.3 All the tenders received whether personally or through postal delivery or dropped by the tenderers directly in the locked tender box shall be entered in the Tender Receipt Register in proforma at Appendix-IV.

16.4 **TENDER RECEIPT REGISTER:** All tenders received un-sealed or in torned/damaged condition through post or by personal delivery shall be so marked on the cover by the person responsible for receiving the same and put in fresh cover and re-seal, if so warranted. Thereafter, the tenders will be placed in locked tender box or immediately entered in Tender Receipt Register, as applicable. All entries of the Tender Receipt Register shall be attested by the officers/ officials opening the tenders.

16.5 (i) The tender box shall be sealed at the scheduled time prescribed for the purpose by the concerned officers/officials.

(ii) The Tender Receipt Register shall also be closed at the scheduled time prescribed for the purpose by the concerned officers/officials with dated initials mentioning the number of tenders received in time.

16.6 Modification and withdrawal of Bids :

16.6.1 The fact of submission of tender to the purchaser shall be deemed to constitute an agreement between the tenderer & the purchaser whereby such tender shall remain open for acceptance by the purchaser and tenderer shall not have option to withdraw his bid after its submission.

16.6.2 The bidder may modify its price bid on lower side after the bid's submission provided that written notice of the modification is received by the purchase officer prior to the deadline prescribed for submission/ opening of techno-commercial bid.

In case bidder modifies the price bid after bid submission and prior to the dead line prescribed for bid submission/opening of techno-commercial bid, then the original bid shall not be returned and both the price bids(original & modified) of the qualified bidder shall be opened. The bidder is allowed only to reduce as lump sum amount or percentage below originally quoted rates.

16.6.3 The bidder's modification notice shall be prepared, sealed, duly marked as "modified bid" and despatched in accordance with the provisions of clause 1.02.

16.6.4 The Price bid may not be modified subsequent to the dead line for submission/ opening of techno-commercial bid.

16.6.5 Withdrawal of bid after its submission and modification of a price bid after opening of the techno-commercial bid & during validity period of the bid may result in the rejection of the bid and bidder may also be debarred from submission of tenders to RVPN at least for one year besides forfeiting his earnest money deposit.

16.6.6 If the tenderer is notified during the period of validity of tender that his bids/ tender is accepted by the purchaser, he shall be bound by the terms of agreement constituted by his tender and such acceptance thereof by the purchaser ,until formal contract of the same tender has been executed between him and purchaser in replacement of such agreement.

17.0 OPENING OF TENDERS:

17.1 The tenders received up to the prescribed date and time shall be opened on due date and time by a standing Committee consisting of following members to be nominated by the purchase officer.

- 1) Executive Engineer.
- 2) Assistant Engineer
- 3) Representative of Accounts & Finance Wing not below the rank of A.A.O/Accountant.

In offices where Executive Engineer/Assistant Engineers are not available, officers equivalent thereto may be nominated.

However, in the cases of purchases made at Divisional/Sub-divisional level, the tender shall be opened by the following:-

- 1) Divisional Level purchases - Concerned XEN & AAO/ Accountant of the Circle/Division.
- 2) Sub-divisional level purchases - Concerned AEN & one official to be nominated by the XEn concerned.

Note :- (a) In case of non availability/posting of AAO in the concerned Circle and Accountant in the concerned Sub-division, a representative of Accounts & Finance Wing not below the rank of Junior Accountant shall be nominated by the Circle A.O. concerned.

(b) The representative of accounts and finance wing will not be below the rank of AO in case of tenders of MM/PPM wing.

- 17.2 The tender shall be opened in the presence of such tenderers or their authorised representatives who may wish to be present at the time of tender opening.
- 17.3 The name of the tenderers shall be read-out and entered in the register named "Tender Opening Register" in the proforma at Appendix-V appended with the Manual. Rates as mentioned/quoted in the tender, details of delayed tenders, earnest money, samples asked for and received, discount/rebate, if any offered/ quoted and other details etc. as mentioned in the tender shall also be read-out.
- 17.4 The tender opening officers/officials shall put their dated initial on the envelopes as well as on all the pages of the tender papers/documents. The rates quoted by the tenderers by hand shall be encircled with their dated initials.
- 17.5 Alterations/corrections/additions/over-writings shall be initialed legibly to make it clear that such alterations, etc., were existing on the tender at the time of opening.
- 17.6 The tenders opened shall be numbered as A/B, where A" denotes the serial number of tender and "B" total number of tenders received.
- 17.7 In case prescribed date for receipt and opening of tenders happens to be a holiday, the tenders shall be received and opened on next working day at the specified time.
- 17.8 In case of unavoidable circumstances, if the tender can not be opened on the due date prescribed in the N.I.T., the date will be extended by the purchase officer and such extended date shall be notified to all concerned. The tenders shall, then be opened on the extended date, so notified.
- 17.9 In no case the due date for opening of tenders prescribed in the N.I.T. shall be advanced to an early date.
- 17.10 In case any tender is not accompanied with the prescribed earnest money deposit or exemption certificate, such tenders shall not be considered/ opened. However, in case sufficient tenders have not been received and it is considered desirable for recorded reasons to open the tenders without earnest money/ valid exemption certificate, the same may be resorted to but only after approval from the competent authority as per Delegation of Powers. In such cases such tendering firms would be asked to furnish earnest money/exemption certificate by a specified date before considering their offer for acceptance.
- 17.11 Such tenders which are not opened as per para 17.10 shall be kept in the safe custody for returning the same to the sender after decision of Purchase case.

18.0 DELAYED/LATE TENDER.

The tenders received after the prescribed time will not be considered.

19.0 CUSTODY OF TENDERS:

- 19.1 Tenders having been opened shall be properly tagged and filed alongwith the envelopes and all enclosures making the Sl. No. and the name of the tendering firm on the file cover alongwith particulars of tender notice and items in question, if any, duplicate and triplicate be filed separately in the same manner.
- 19.2 The tenders so tagged and filed shall be kept in safe custody of the officer/official as nominated by the purchase officer. In case of tenders of MM/PPM wing the techno-commercial bid shall be kept in the safe custody of Asstt. Engineer concerned and price bid envelopes shall be kept in the safe custody of concerned Sr. AO/AO. After

opening of price bids of the qualified firms, the price bids of such firms shall be kept in the safe custody of the Asstt. Engineer concerned.

20.0 PROCESSING OF TENDERS

20.1.1 In case of two-part bidding, the techno commercial part (Part-I) of the bid shall be opened in the first instance. On examination in case any deficiency/ short coming/ deviation is found in the techno commercial bid(s) of the firm(s) then and in order to complete the case and evaluate the bids on equal footing as per requirements of the bidding documents/ specifications, the purchase officer shall intimate such deficiencies/ shortcomings/ deviations to the respective bidder(s) asking them to rectify the deficiencies, furnish balance required details and withdraw the deviations within time specified.

20.1.2 After receipt of reply/details from the bidder(s), the statement of qualifying requirement, as well as techno commercial terms & conditions and deviation shall be prepared by the concerned AEn and checked by the concerned XEn. The statement of qualifying requirement and commercial terms & conditions/ deviations shall then be got checked/ vetted from the concerned AO.

20.1.3 After checking and vetting of the statements as above, analysis note on techno-commercial bids shall be prepared/finalized by the concerned XEn which shall generally contain information about the tender notices issued and time allowed to the tenderer(s) for furnishing tenders, due date of opening of tender, details of the firm(s) who had purchased the tenders/furnished the tenders, the details of firms whose techno-commercial bids opened/not opened alongwith the reasons for not opening of the same, details regarding furnishing EMD/ Vendor registration quantity for which NIT floated, quantity approved by quantity approval committee, estimated cost, status of offer of each firm with respect to the qualifying requirement, guaranteed technical particulars, commercial terms & conditions and techno-commercial deviation from the specification, if any, past supply and performance etc. The analysis note shall also contain information in respect of the committee competent to decide the case and validity of the offer(s). The analysis note shall be got checked/vetted from the CAO (MM). The analysis note duly checked/vetted by the accounts wing shall be circulated to the members of Techno-commercial Bid Evaluation Committee by the concerned XEn.

20.1.4 The Techno-commercial Bid Evaluation Committee shall consider the analysis note & judge the techno-commercial suitability/acceptability of the offers of the firms broadly on the basis of qualifying requirement, guaranteed technical particulars, commercial terms & conditions, past supply and performance etc. The Techno-Commercial Bid Evaluation Committee will decide about opening of the price bid at its level in respect of the cases falling within the competency of Circle/CE Level Purchase Committee of such firms whose offers have been adjudged to be meeting qualifying and techno-commercial requirements etc. In respect of the cases falling within the competency of CMD Level Committee, the Techno-Commercial Bid Evaluation Committee will make its recommendations regarding opening/non-opening of the price bids of the firms, for consideration of CMD Level Purchase Committee. In such cases CMD Level Purchase Committee will decide regarding opening of price bids of various firms or otherwise, for which agenda note prepared by CE, SE concerned and CAO (MM) on the basis of recommendations of Techno-commercial Bid Evaluation Committee shall be circulated by CE (MM) to the members of the CMD Level Purchase committee.

20.1.5 The concerned purchase officer will notify the date of opening of the price bids to such bidders whose offers have been found qualified for price bid opening by the competent committee as above.

Note: In case of purchases made/ contracts awarded by PP&M Wing, the techno-commercial analysis note will be prepared by the Executive Engineer concerned by adopting the procedure laid down in Clause No. 20.1.1 to 20.1.3 . Such analysis note will be checked / vetted by the concerned Sr. A.O./A.O. and thereafter it will be submitted to the

authority / committee competent to decide the purchase case for price bid opening. If the case falls within competence of Circle level committee, it will be submitted by the Executive Engineer to the Committee directly. If the purchase case falls within the competence of Chief Engineer level purchase committee, the Executive Engineer concerned will submit the case to the Superintending Engineer who in turn will put up to the Chief Engineer level committee. If the purchase case falls within the competence of C.M.D. level committee, the case will be submitted through Chief Engineer(PP&M) to the committee for decision on price bid opening of various firms.

20.1.6 After opening of the price bid, the comparative cum ascending order statement of the prices in respect of the qualified firms will be prepared by concerned AEn & checked by the concerned XEn. The same shall be got checked/vetted from the concerned AO.

20.1.7 After checking/vetting of the comparative cum ascending order statements of the prices as above, the analysis note shall be prepared/finalized by the concerned XEn which shall generally contain information about the quantity for which NIT floated, quantity approved by the quantity approval committee, the decision of the competent committee regarding opening the price bids of various firms, ascending order statement of prices, assumptions made in evaluating the prices of the firms, analysis of each firm starting from the lowest offer indicating the quantity quoted/qualified etc, comparison of the prices with the purchases made previously by RVPN/Erstwhile RSEB (in case purchases were not made by RVPN then with the prices of purchases made by other utilities). The tender analysis note will include the total financial implication involved on the basis of total cost of tendered quantity at the lowest FOR destination price of the acceptable offer at initial bid price mentioning the committee/authority competent to decide the purchase case and the date upto which the tenders are valid for guidance of the sanctioning authority to decide the purchase within the validity of tender. The analysis note shall be got checked/vetted from concerned AO in respect of the cases falling within the competency of circle level purchase committee and from CAO (MM) in respect of purchase cases falling within the competency of CE/CMD Level Purchase Committee.

20.1.8 Thereafter in respect of cases falling within the competency of circle level purchase committee, the analysis note prepared by the XEn concerned duly checked/vetted by the accounts and finance wing will be circulated to the members of circle level purchase committee by the concerned XEn for decision.

20.1.9 For the cases falling within the competency of CE level committee, agenda note prepared by SE concerned, CAO (MM) & XEn concerned on the basis of analysis note prepared by the XEn concerned and checked/ vetted by accounts & finance wing will be circulated by SE concerned to the members of CE Level Purchase committee for decision.

20.1.10 For the cases falling within the competency of CMD Level Purchase committee, agenda note prepared by CE, SE concerned & CAO (MM) on the basis of the analysis note prepared by the XEn concerned and checked/vetted by accounts & finance wing, will be circulated by CE (MM) to the members of CMD Level purchase Committee for decision.

Note: After opening of the price bid, the comparative-cum-ascending order statement of prices in respect of the qualified firm will be prepared by the concerned AEN & checked by the concerned XEN. Thereafter the same shall be got checked/ vetted from the concerned Sr.A.O./ A.O.. Based on this statement, the analysis note shall be prepared by concerned XEN, which shall be got checked/ vetted from the concerned Sr.A.O./ A.O. (as per procedure laid down in clause No.20.1.6 to 20.1.8). The checked/ vetted analysis note will be put up to SE's level purchase committee by the concerned XEN, to the CE's level purchase committee by the concerned SE & to the CMD level purchase committee by CE(PP&M) as per the competency of the case.

20.2 SINGLE PART BIDDING:

20.2.1 In case of single part bidding, after opening of the tenders, Comparative cum Ascending Order Statement of Prices, Comparative statement of technical particulars, qualifying requirement, if any, Comparative statement of commercial terms & conditions shall be prepared in respect of all the participating firms/tenderers by the dealing officer/official(s) entrusted with the job of purchase cases (in case of MM wing by AEn concerned). The next higher officer shall check the statements along with assumptions made for the purpose of loading to compute the FORD prices on equitable manner. Either of the above two i.e. the official/officer who prepared the statement or the officer who checked it, shall prepare an Analysis Note incorporating therein information in respect of each of the applicable items as given in clause No.20.9 (In case of MM wing dealing XEn will prepare the Analysis Note). The offers of all the participating firms/tenderers shall be analyzed/evaluated starting from the lowest as per Comparative Cum Ascending Order statement of prices, giving details of the tenderers regarding their status, capability, reputation, past experience and with regard to their technical suitability and acceptability, in terms of the provisions of specification and deviation, if any. The analysis note shall also contain the information about quantity quoted/qualified by each tenderer, total cost of tendered quantity at lowest FOR destination price and the authority competent to sanction the case with applicable D.O.P. item.

20.2.2 The complete note alongwith statements as above shall be got checked/vetted from the concerned Accounts authority for ensuring correctness and obtaining financial concurrence. After which the case shall be put up to the competent authority/committee for decision. In respect of cases of MM wing the Analysis Note/Agenda Note will be put up to the competent committee for decision as per the procedure at 20.1 b (ii) & (iv) above.

20.2.3 After opening the price bid of the tenders, comparative cum ascending order statement of prices will be prepared which would, interalia include commercial implications. While preparing comparative statement of prices, all adjusted F.O.R. destination prices per unit are required to be worked out so as to make comparison of rates in fair and equitable manner on one and the same basis. The comparative statement shall indicate the ex-works prices as well as other charges on account of excise duty, sales tax (as may be applicable i.e. Central/State) or any other statutory tax/duty, packing, forwarding, freight insurance charges, capitalization of losses and loading for deficiencies so as to work out F.O.R. destination prices. In case any of statutory duty/tax is neither specifically mentioned in the tender form / text of tender nor in the concerned formats / information of the tender, the same shall be loaded on assumption basis without getting clarification from the supplier by taking highest of such charges demanded by other tenderers in the T.N. from same station/area and in absence, as deemed reasonable by the Purchase officer for only comparison purpose.

However, in case any tenderer quotes F.O.R. Destination Prices inclusive of all applicable taxes and duties etc. no loading shall be made in the comparative statement but their details and breakup shall be obtained before deciding the purchase case.

The comparative statement would be prepared by the dealing officers or by any other officer/officials entrusted with the job of purchase cases. The assumptions made for the purpose of loading to compute FOR prices incorporated in the comparative statement shall be checked and approved by the next higher officer. Both the officers i.e. the officer/official who prepared the comparative statement and the officer who approved assumption to load the prices would sign the comparative statement.

20.2.4 **CHECKING OF COMPARATIVE STATEMENTS** : The comparative statement of prices and commercial terms and conditions as well as statement of ascending order of prices will be got checked/scrutinised from the concerned Accounts authority for ensuring correctness before preparing detailed analysis note by the concerned officer. The concerned Accounts authority, after exercising complete check would record a certificate on the comparative statement under his dated signature to the effect that it is checked and found correct. For the purpose of checking of comparative statement, commercial terms and conditions, statement of ascending order of prices etc. the concerned Accounts authorities would be as under:

- | | | |
|----|---|--|
| a) | For purchases made by MM wing | A.O. concerned |
| b) | For purchases made by the Zonal/Circle/Project authorities. | Sr.AO/AOs posted in the Zone/Circle/Project concerned. |
| c) | For purchases made at Divisional level. | AO/AAO of the circle |
| d) | For purchases made at sub-divisional level. | Accountant/ Junior Accountant posted in Division/Circle. |

Note: For other HODs/Direction offices, the concerned Accounts authority would be Sr.AO/AO/AAO posted with them.

20.3 In case where insurance and freight charges are not quoted by the tenderer, loading in respect of these items is to be done so as to have realistic comparison of the FOR destination prices. The loading should be made in the following order:-

- a) Freight & Insurance paid against previous orders placed in the recent past for such materials for supply from same station.
- b) Highest of such charges demanded by other tenderers of the same TN from the same station.
- c) Actual Railway freight for rail heads and insurance.
- d) Rates of Bank approved transporters for road heads & insurance.

20.4 Normally prices should be quoted on variable basis unless specifically asked to quote firm prices.

20.5 In the cases wherein variable prices without any ceiling are to be considered in order to avail the benefit of price variation on either side to the RVPN, no loading on account of price variation is to be made while preparing statements of ascending order of prices. However, it would be necessary to ensure that the base date for considering price variation should be the same in respect of all the offers included in the comparative statement for equitable comparison.

20.6 In the cases where specification provides for firm prices and if any bidder quotes variable prices, then the bidders quoting variable prices be ignored. Similarly where the specification provides for variable prices and if any bidder quotes firm prices then the bidder quoting firm prices may be ignored.

20.7 At project where suppliers/ manufacturers require mobilization advance with differential delivery period, the loading of interest in such cases should be at the rate of 15% per annum or rate of interest intimated by the RVPN from time to time.

20.8 In addition to comparative statement of prices, commercial terms and conditions and statement of ascending order of prices, statement of salient and relevant technical particulars, experience and capability shall also be prepared based on specification's requirement and details of deviations from technical particulars as mentioned in the tender.

20.9 **ANALYSIS NOTE:** In the analysis note, each of the offers starting from the lowest as per statement of ascending order of prices shall be analyzed for all the financial/technical aspects with reference to specifications. Analysis note shall be prepared in detail mentioning the following in particular:

- i) Justification of the requirement of individual item, if not already approved by the Quantity Approval Committee/Authority.
- ii) Administrative approval/sanction- not necessary in cases of MM Wing and procurement of material by PP&M wing in respect of projects approved by the

RVPN. However, where the cost of purchases by PP&M wing exceeds 10% of the originally approved estimates, revised administrative approval of the competent authority would be necessary.

- iii) Technical sanction is not necessary in cases of (i) MM Wing and (ii) procurement of material by PP&M wing in respect of projects approved by RVPN. However in respect of item (ii), the Chief Engineer (PP&M) will issue formal technical sanction.
- iv) Availability of Budget provision.
- v) The tender notice issued and the time allowed to the tenderers for furnishing tenders.
- vi) The due date of opening and the details of actual opening of the tender in terms of tenders received and opened, delayed/late received tenders.
- vii) The comparative statement of prices.
- viii) The comparative statement of technical particulars and qualifying criteria, required if any.
- ix) Reasonability of prices.
- x) The comparative statement of commercial terms and conditions.
- xi) Cost of purchase calculated on the basis of Lowest technically acceptable offer.
- xii) Validity of Tenders.

21.0 NEGOTIATION:

- 21.1 After opening of the price bids, the offer of L-1 firms should normally be approved, unless the competent authority, in its judgment, feels that the price tendered by the L-1 firm is higher, considering the price at which similar contract was awarded in the recent past or the prevailing prices at which similar contracts have been awarded by other organizations in the recent past or analysis of cost, etc. In that case, negotiations may be held with the L-1 firm and efforts made to seek such reduction in price as can be possibly secured. If the reduced/negotiated price is considered reasonable, contract for supply/work is shall be awarded.
- 21.2 In case reduced negotiated/revised prices of L-1 firm are considered higher, the competent Purchase Authority / Committee may decide for retendering or for obtaining fresh / revised sealed bids of price only. In later case all such qualified tenderers / bidders shall be informed by the Purchase Officer in writing by Fax / E-mails / couriers/ registered letters/ speed post and minimum time of 7 days shall be given to the concerned bidders. In case of urgency the competent Purchase Authority / Committee may reduce the time provided all the concerned bidders / tenderers get intimation and reasonable time, for which record shall be maintained by the concerned Purchase Officer.

22.0 IMPORTANT POINTS TO BE KEPT IN VIEW FOR TAKING DECISION TO EFFECT PURCHASES:

- 22.1 Purchases shall be made in the most economical manner.
- 22.2 Purchases in piecemeal (splitting) shall not be made to avoid sanction of higher authority/committee. This shall however not be applicable in case of indenting against rate contracts or emergency or errors in determining requirement (to be recorded with reasons) or wherever otherwise instruction/ provision exist.

- 22.3 Purchase shall not be made in excess of requirement so as to avoid blockade of funds except in case of spares required to be stored for meeting emergencies / breakdown.
- 22.4 Where it is possible to avail discount or rebate offered by the tenderer, efforts should be made to avail the same to the maximum possible extent.
- 22.5 Purchases would be subject to availability of budget provision, specifically or otherwise.
- 22.6 Unless WTDs direct, the Zonal/Circle/Division/Sub- division level purchase committee shall not sanction purchase on the rates and terms accepted by another Zonal/Circle/Division/Sub-Division level purchase committee for supply of the same stores or for execution of similar works without observing procedure laid- down in the manual.
- 22.7 In case of single part bidding, where it is not possible to accept technically suitable lowest offer (other than from black listed or business relation severed firms) for the reasons such as quality of stores/ equipments, past performance of lowest tenderers, unusual terms of payment or other similar reasons, purchases may be made from other than first lowest tenderer by the competent purchase authority/committee for which detailed reasons shall be recorded.
- 22.8 **TIME SCHEDULE FOR PLACEMENT OF ORDER:** Normally decision to place purchase orders should be taken within the original validity period of the tenders by following the time schedule for processing the purchase cases as mentioned below. However, if it is not possible to adhere to the following schedule due to unavoidable reasons, immediate steps shall be taken by the Purchase Officer to obtain extension in the validity period from the tenderers after recording reasons of delay.

TIME SCHEDULE FOR FINALISATION OF PURCHASE CASES FROM THE DATE OF OPENING OF TENDERS TILL PLACEMENT OF LETTER OF INTENT/PURCHASE ORDER FOR VARIOUS COMPETENT AUTHORITY/ COMMITTEES:

1. Purchase cases falling in the competency- 120 days.
of the committee at WTDs level,
CE Level and SE Level.
2. Purchase cases falling in the competency - 90 days
of the committee at all other levels
direction offices.

NOTE:(i) Cases requiring site inspection for assessing firm's capability, sample testing by Protection Wing etc., a further period, of 20 days may be allowed by the concerned CE.

(ii) The validity of rates of tenders for works shall remain open for acceptance for 120 days but the maximum period to sanction tender by various competent authorities shall be as under counting from the date of opening of bids.

- | | | |
|-----|--|---|
| (a) | For tenders to be accepted by XEN | -30 days |
| (b) | For tenders to be accepted by SE | -60 days |
| (c) | For tenders to be accepted by Dy.CE/ACE/CE | -90 days |
| (d) | For tenders to be accepted by WTDs | -120 days or as extended
by the tenderer |

If any tender is not sanctioned by concerned competent authority within the above mentioned period, then it will be sanctioned only by the next higher authority depending upon time from the date of opening of bid. For example, if tender is in power of XEN but not sanctioned within 70 days, it will be sanctioned by Dy.CE/ACE/CE.

While recommending tender to the next higher authority, the reasons for not sanctioning tender in stipulated periods shall be indicated. In case where the tenders are to be processed by the office/ authority who is not competent to sanction the tenders, care must be taken that not much time is taken in processing of tenders by

such office/ authority and tenders duly processed and complete in all respect shall be forwarded to the competent authority at the earliest for timely finalization of the tenders.

(iii) The validity of the rates of tenders for purchases and works shall be asked for 120 days.

22.9 Where there is a difference of opinion between the members of the committee on any point concerning purchase, the matter should be referred to the next higher purchase committee for decision. The same procedure will apply to WTD level purchase committee where the final decision will be given by the BOD in the event of difference of opinion amongst the Whole Time Directors.

22.10 Advance for purchases of stores shall be allowed by the competent Authority where it is absolutely necessary and only in exceptional circumstances as per delegation of powers after taking necessary precautions and securing the RVPN against any loss as also to prevent this to become a general trend.

22.11 The Purchase of stores shall be regulated only under the relevant item(s) of the Delegation of Powers. The purchases of Tools & plants shall not be regulated under item 30(1) of Delegation of Powers by any purchase authority except the authorities of Material management wing. List of T&P is given at Appendix- VI.

22.12 Purchase of store shall not be regulated under item of delegation of power meant for execution of works if cost of the Store exceeds 40% of the total contract value.

22.13 Cognizance would not be given to the Photostat copies of documents unless these are duly attested by notary , self attested or attested by any gazetted officer / responsible officer of the RVPN on each and every page with name and dated signatures under official seal. Attestation will not be necessary wherever so considered by purchase officer.

22.14 PURCHASER'S RIGHT TO VARY QUANTITIES:

Competency for purchases shall be determined on the basis of total cost of NIT quantity at the lowest FOR destination prices of the acceptable offer at initial bid price. Quantity can be increased up to 25% of NIT quantity by competent purchasing authority / committee at the time of placement of order after recording reasons provided the cost of purchase including increased quantity remains within the competency of the committee.

22.15 TRIAL ORDER:

(i) Where the price offered by any qualified firm/ bidder which is new to RVPN is L-1 or lower than the price quoted by qualified regular supplier, such new bidder will be considered only for placement of trial order. The trial order for the particular item shall normally not exceed 10% of total quantity considered for placement of order.

However, in cases of purchase of any special/ un-common items where there are not many qualified regular suppliers or where only new bidder(s) get qualified for regular/common item or the regular bidder is not qualified for the NIT quantity/balance quantity after allocating the trial order quantity to new bidder, or has not quoted for NIT quantity, this ceiling restriction may be relaxed by the competent purchase authority/ committee.

(ii) The trial order for a particular item shall normally not exceed 10% of the total quantity considered for placement of order. This ceiling may, however, be relaxed by the corporate level committee. The firms executing trial order will be considered for placement of next order after it has satisfactorily executed the order for the trial order quantity within the schedule delivery period for the total ordered quantity

Note: The bidders getting qualified under the provision of the clause No.5 "Collaboration with other manufacturer" of the pre-qualifying requirement shall be considered for placement of order restricted upto 10% of the NIT quantity and in no case it will be

beyond the 10% of the NIT quantity. The next order will be placed on such bidders after adjudging the performance of the equipment/ material supplied by them for 12 months. Such bidder shall quote for maximum 10% of NIT quantity.

22.16 MINIMUM QUANTITY:

- (i) The bidder shall quote for minimum 20% of The NIT quantity failing which the offer may be considered non responsive.
- (ii) The bidders furnishing their bids under the provision of the clause NO.5 “Collaboration with other manufacturer” should quote for maximum 10% of the NIT quantity.

23.0 ACCEPTANCE OF TENDERS AND ISSUE OF LETTER OF INTENT / PURCHASE ORDER:

- 23.1 Decision of the purchase committee may be recorded in a register on the date of the meeting itself indicating name of suppliers, quantity ordered and rates. This will be a brief resume of the minutes. This register will be maintained by concerned purchase officer and initials of members of the committee shall be taken in token of authenticity of decision. The LOI shall be placed immediately.
- 23.2 As soon as the sanction is accorded by the competent purchasing authority/committee for acceptance of a tender/tenders, intimation (letter of intent/acceptance) to this effect shall be conveyed promptly, by the concerned officer to whom power to execute contract has been delegated vide item No. 21 of the delegation of powers of the RVPN, to the respective tenderer(s). In cases where a specific stipulation has been made by a tenderer that he should be informed of the acceptance by a particular date and in a particular manner the same should be strictly followed and acceptance be conveyed. The acceptance to be conveyed would be got checked/ authenticated from the respective representative of Accounts and Finance wing.
- 23.3 The acceptance is completed as soon as it is posted/ faxed where the post is the medium of communication between the parties. Proper care shall be taken to address the letter or telegram correctly. All letters of intent / purchase orders shall be issued by Fax / E-mails/ Couriers/ Registered Post/ Speed post.
- 23.4 The detailed purchase order incorporating standard commercial terms and conditions as per General Conditions of Contract appended at Schedule-II with the Manual as well as accepted/approved technical specifications and guaranteed particulars shall be placed with the successful tenderer/tenderers after getting the same scrutinised/vetted from the concerned representative of Accounts and Finance wing of the RVPN within 15 working days of the approval of detailed minutes of meeting.
- 23.5 For deviation/relaxation in the standard commercial/ technical terms and condition of the RVPN specific sanction/ permission of the next competent purchasing authority/committee would be obtained and such terms and conditions would be incorporated in the detailed purchase order accordingly. Purchase authority/ committee would record reasons while approving deviations/ relaxation in the standard commercial/technical terms and conditions. However, sanction/permission of the next higher authority/committee shall not be required when the purchases are approved at the level of C.E./C.E. level/ CMD level purchase committee.
- 23.6 **CONTRACT AGREEMENT:** The successful tenderer shall be asked to execute contract agreement on a non judicial stamp paper of prescribed value at his cost within a period of 15 days from the date of receipt of detailed purchase order. The contract agreement is to be got executed in the proforma appended at Appendix-VII with the manual.
- 23.7 The contract agreement shall include all important conditions, counter conditions if accepted and all correspondence exchanged with the concerned firm.

- 23.8 The un-successful tenderers shall be informed and asked to collect their samples and earnest money, if any, after unconditional acceptance of letter of intent / purchase order is received from the successful tenderer(s).
- 23.9 In the cases where standard commercial terms and conditions of the RVPN have been accepted by the tenderer, the detailed purchase order shall be placed accordingly. In the cases where it is found that there is variance in the terms and conditions as stipulated in the specification and as offered by the concerned firm the same shall be got approved from the competent authority/ committee at the time of decision of the case and detailed purchase order shall be placed accordingly. No further changes in the terms and condition of the detailed purchase order are generally permissible and any request received in this regard from the concerned supplier should be generally rejected, making it clear that he is liable to supply goods exactly according to the agreed terms and conditions. However minor techno-commercial deviations after placement of the order may be accepted by the chief engineer in consultation with the accounts authority.
- 23.10 Any attempt by the supplier to back out of his commitment shall be considered as a serious lapse and in such cases earnest money/security deposit, as the case may be, shall be forfeited without prejudice to any further legal remedies open to the purchaser under the relevant laws and statutes in force. At no stage, in such an event, should the purchase order be rescinded nor any correspondence under taken except by the way of repeating the fact that the purchase order constituted a valid contract enforceable by law. Wherever, necessary, the cases of supplier backing out of the commitment should be put up through respective chief engineer/ head of the departments for consideration of suitable action/ administrative steps i.e. black listing/or severing of future business relations with the firm on account of non-execution of the order. Records relating to black listing/severing of the future business relations be maintained in the office of the respective chief engineer(s)/ head of the department.
- 23.11 The purchase authority reserves the right to increase the tendered quantity by 25% at the time of placement of order. Purchase authority also reserves the right to drop the tender enquiry or to reduce the tendered quantity to any extent at its discretion.

The purchase authority reserves the right to sanction placement of repeat order on the same supplier(s) for quantity equal to 15% of the originally ordered quantity after recording reasons and obtaining approval of Quantity Approval Committee/ officer provided such order(s) shall not be given after expiry of six months from the date of completion of stipulated delivery schedule for the total ordered quantity subject to condition that the prices have since not reduced and original purchases were made after calling of tenders through wide publicity. Prices for the supplies against additional orders, if placed, as well as remaining/ balance supplies against previous/ old orders would be regulated as per provisions of para No. 26.24 of the Manual wherever applicable. WTDs shall, however, have full powers to approve purchase of any additional quantity but upto quantity of original orders for reasons to be recorded in writing.

23.12 PURCHASES BY REPEAT ORDERS

Repeat order may be considered with prior consent of the supplier under special circumstances where the need is urgent or to cut down the lead-time in procurement.

24.0 ACCEPTANCE OF MINOR TECHNO-COMMERCIAL DEVIATIONS:

- 24.1 In case the tenderer does not accept the commercial terms and conditions stipulated in the specification and insists for deviations in commercial terms and conditions and minor deviations in technical and constructional features, the same may be accepted by the purchase committee/ authority, if considered generally acceptable under the circumstances. However, committees below the CE Level purchase committee will get the deviations approved from the next purchase committee/ higher authority.

25.0 EARNEST MONEY AND SECURITY DEPOSIT:

- 25.1 Earnest money will not be taken in case of emergent petty purchases and limited tenders. However, in case of purchases made by adopting limited tender in place of open tender, prescribed earnest money deposit shall be taken.
- 25.2 In case of open tenders, earnest money would be 2% of the estimated value of purchase rounded to nearest one hundred rupees. In case of Purchases affected by Material Management Wing and 400 kV Design Circle/ P&P Circle, earnest money will be charged as per Appendix-XVII. In case of turnkey construction contracts for EHV works earnest money would be 2% of the estimated value of the contract. The bidders will have option to furnish full EMD in cash or 20% in cash and 80% in the form of Bank Guarantee.
- 25.3 Every tenderer, if not exempted, participating against open tender enquiry shall be required to furnish the earnest money deposit specified in the notice inviting tender in the form of a demand draft or cash or in the form of such other security endorsed in favour of the RVPN, as may stand approved by the RVPN.
- 25.4 Earnest money will not be required to be taken from the following:
- i) Firms registered with the respective wings/offices under the scheme for registration of firms/contractor on furnishing in original or Photostat copy duly attested by notary public/ an officer of the RVPN regarding registration with the name of item for which registered. If the tenderer is not registered for the material under tender enquiry, he would not be entitled for exemption from earnest money.
 - ii) Government undertaking/corporation and company.
 - iii) For purchase of articles up to the value of Rs. 1,00,000/-
- 25.5 Receipt of earnest money deposited or registration certificate or certificate that the tenderer is a Government undertaking/ Corporation/Company as mentioned above shall necessarily accompany the sealed tender without which the tender shall be rejected forthwith.
- 25.6 The competent authority as per DOP may exempt any other firm from payment of earnest money deposit in view of its reputation, standing or in respect of proprietary nature of items. Reasons will be recorded in such cases.
- 25.7 Earnest money deposit of a tenderer lying with the respective offices of the RVPN in respect of other tenders awaiting decision will not be adjusted towards earnest money deposit for the fresh tenders. The earnest money originally deposited may, however, be taken into consideration in case tenders are reinvited.
- 25.8 Earnest money deposit furnished with the tender in the form of a cheque or in any other form not specifically approved by the RVPN, shall not be accepted under any circumstances.
- 25.9 The earnest money deposit of unsuccessful tenderers shall be refunded soon after final acceptance of tender.
- 25.10 In case of successful tenderers, the Earnest Money will be adjusted in arriving at the amount of the Security Deposit referred in the General Conditions of Contract on the request of the firm and remaining security deposit if any, would be furnished either in cash or in the form of bank guarantee (if BG is furnished for full amount, EMD shall be refunded).
- 25.11 Security deposit shall be furnished by the successful tenderer equal to 2% of the value of the contract in the cases where either the 5%/10% balance payments are agreed for retention up to the prescribed guarantee period or performance bank guarantee equivalent to 5% value of the contract by established suppliers and 10% value of

contract by other suppliers is furnished valid for the guarantee period. Alternatively, composite bank guarantee equal to 7% value of the contract from the established suppliers and 12% value of the contract from other suppliers shall be obtained in the proforma as at Appendix-X appended with the manual in lieu of Security Deposit and Performance Bank Guarantee.

Note: The established suppliers are those suppliers who have successfully executed three tenders in past of same item in RVPN.

25.12 Transfer of cash security deposit from one purchase order/contract to another may be permitted only in special cases after ascertaining from the purchasing officer and the Accounts Officer concerned that the security deposit proposed to be so transferred is free from all encumbrances and that the relevant contract from which it is being transferred has been completed and closed to the entire satisfaction of the RVPN including the redemption of warranty and further that all drawings, samples or other property belonging to the RVPN as were issued for satisfactory execution of the purchase order/contract have been returned by the concerned tenderer/ firm/contractor in good condition.

25.13 The earnest money deposit taken from the tenderer shall be forfeited in the following cases:

- i) When the tenderer withdraws or modifies his offer except as permitted as per clause No.1.16.4 of Instructions to Tenderers.
- ii) When he does not execute the agreement, if any, after placement of order within the specified time.
- iii) When he fails to commence the supply of the Stores as per purchase order within the time prescribed
- iv) When the tenderer does not deposit the security money after the purchase order is placed.
- v) To adjust any dues against the firm from any other contract.

25.14 Security deposit shall be forfeited in the following cases:

- i) When any terms and condition of the contract is infringed.
- ii) When the tenderer fails to commence supply.
- iii) To adjust any dues against the firm from any other contract.

25.15 Proper notice will be given to the tenderer with reasonable time before earnest money/security deposit is forfeited.

25.16 Forfeiture of earnest money/security deposit shall be without prejudice to any right of the RVPN to claim any other damages as admissible under the law as well as to take such action against the tenderer/supplier such as severing future business relation or black listing etc.

25.17 Where the other provisions of purchase order have been complied with, but the supplier stops making the supplies after partially executing the purchase order, the security deposit shall be retained and adjusted against any loss that may be caused to the RVPN or any other recovery or damages recoverable from the supplier under the terms of the contract or against any other dues under the contract or other contracts.

25.18 In the event of a breach of contract in any manner, the security deposit shall be forfeited and adjusted against the claims of the RVPN against the supplier for any recovery/ damages or for any loss sustained by the RVPN on account of such breach.

- 25.19 The successful tenderers who are registered with the RVPN shall be exempted from furnishing of security deposit for the specific item for which they are registered
- 25.20 The security deposit shall be refunded to the suppliers after 3 months of the successful completion of the contract to the entire satisfaction of the RVPN.
- 25.21 In the contracts involving arranging/providing RVPN's materials/equipments to the contractors, additional security deposit to safe-guard the RVPN's interest will be obtained.
- 25.22 No interest would be payable by the RVPN on the amount of earnest money/security deposit.

26.0 INCORPORATION OF TERMS AND CONDITIONS IN THE PURCHASE ORDERS:

26.1 On finalization of the purchase of stores including their terms and conditions every purchase officer shall incorporate price structure and all the relevant terms and conditions including the following in particular:

- i) Description of the stores.
- ii) Price structure including taxes, duties, freight & insurance charges and price variation, if any.
- iii) Quantity ordered.
- iv) Technical requirements and specification.
- v) Delivery period and time for completion.
- vi) Recovery for late delivery.
- vii) Insurance.
- viii) Mode of transport.
- ix) Terms of payment.
- x) Mode of payment.
- xi) Security deposit.
- xii) Performance guarantee.
- xiii) Material testing and inspection.
- xiv) Sales tax.
- xv) Consignee.
- xvi) Dispatch instructions.
- xvii) Contract agreement.
- xviii) Jurisdiction of court.
- xix) Acceptance of order.
- xx) Quantity variation clause, if any.
- xxi) Price fall clause.
- xxii) Deferment clause.
- xxiii) Cancellation Clause.

26.2 The 'Description of Stores' shall be the same as mentioned in the tender and accepted/approved by the competent purchasing authority/committee including references of relevant ISS/BSS/ISI marked etc.

26.3 (a) The 'Price Structure' shall be the same as finally approved by the competent purchasing authority/committee. However, ex- works prices, prevailing rate of excise duty, exemption limit of excise duty, if any, rate of applicable Central/State Sales tax, packing, forwarding, Insurance charges and freight charges, if any, payable extra shall be incorporated so as to avoid any ambiguity. Wherever applicable the price escalation clause as approved by the competent Purchasing Authority/Committee shall also be incorporated. It would be ensured by the Purchasing Officers and concerned Accounts Authority that the unit Ex-works price and other charges do not exceed all adjusted F.O.R. destination rate/ price per unit approved/accepted by the competent Purchasing Authority/ Committee.

(b) Any upward or downward variation in the effective rate of existing taxes/duties or change in financial liability due to introduction of new taxes/duties or abolition of existing taxes/duties within stipulated completion period shall be to RVPN's account

and all taxes/duties shall be paid at actual. However suppliers shall have to furnish supporting document(s) in the form of gazette notification for approval before claiming any upward variation.

(c) In case bidder quotes taxes/duties "not applicable" or "Zero" or "NIL" or "-" or indicates the rates lower than the maximum applicable rate/concessional rate against any prevailing taxes/ duties, the bidder shall absorb the taxes/duties upto maximum applicable rate.

(d) In case bidder quotes any tax/duty inclusive in the ex-works price and does not indicate the applicable rate of tax/duty then no variation in tax/duty shall be allowed and all the statutory variation in tax/duty shall be to bidder's account.

(e) In case bidder quotes any tax/duty inclusive in the ex-works price and also indicate the applicable rate of tax/duty lower than maximum applicable rate against any prevailing taxes/ duties, the bidder shall absorb the taxes/duties upto maximum applicable rate.

(f) 'Entry Tax' under Rajasthan Tax on Entry of Goods into Local Areas Act, 1999 is payable on FORD prices on certain items purchased from outside Rajasthan. RVPN is registered under Section-11 of Rajasthan Tax on Entry of Goods into Local Areas Act, 1999, having certificate of Registration No. RET/1421/N/0315. As such amount of Entry Tax shall be borne and paid to Government of Rajasthan by RVPN. Any variation in rate of Entry Tax within stipulated delivery period shall be to RVPN's account.

26.4 The Quantity ordered to be incorporated in the purchase order would be the same as approved/decided by the competent Purchasing Authority/Committee.

26.5 The Technical Requirements & specification shall be incorporated / mentioned as per governing specification and guaranteed / other technical particulars furnished with the tender and accepted by the competent Purchasing Authority/Committee.

26.6 The Delivery Schedule/period accepted/decided by the competent Purchasing Authority/Committee and agreed by the successful tenderer will be incorporated in the Purchase Order.

26.7 DELAY IN DELIVERY:

26.7 (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 fail 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 MM wing or project related orders placed by PPM&R Wing for delay in delivery / execution @ 1/4th percent per week or part thereof for first four weeks and thereafter 1/2% per week or part thereof subject to a maximum of 5% of delayed/unexecuted supply/works. In case of orders placed by other wings of RVPN , recovery shall be effected for delay in delivery/ execution @ 1/2% per week or part there of subject to a maximum of 10% of delayed / unexecuted supply / works. The amount of recoveries will be worked out on the basis of ex-works price on the date on which delivery was due without including taxes, duties and freight etc. In cases where Ex-works prices have not been indicated then the recovery shall be worked out on the basis of FORD 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 expiry of scheduled delivery period for the total ordered quantity, the order may be cancelled with levy of the maximum penalty as per contract. However the supplies after expiry of schedule delivery period for the total ordered quantity may be availed by the purchase officer at his discretion.

Note: The bidders who are defaulters for 25% or more quantity for more than six months or any quantity for more than 12 months in making the supplies against order placed as on the date of technical bid opening of subsequent tender beyond the overall delivery period for the total ordered quantity, the bid of such bidders will not be considered for opening of price bid.

26.7 (b) The adjustment in regard to the amount recoverable, if any, in terms of clause 26.7(a)(i) above shall be made from the cash deposits/ dues of the firm or by operating the Bank Guarantees as may be available with the RVPN and/ or in any other manner as may be deemed appropriate by the purchaser.

26.7 (c) Any additional financial liability due to increase in rate of existing taxes/duties and introduction of new taxes and duties arising consequent upon failure of the supplier to adhere to the stipulated delivery schedule shall have to be borne by the supplier. However any reduction in financial liability due to abolition of exiting taxes/duties or revision in the effective rates of taxes/duties after expiry of stipulated completion period shall be passed to RVPN. For this purpose, the net increase in financial liability shall be worked-out with reference to the rates prevailing on last day of the stipulated completion period.

26.7 (d) 'Entry Tax' under Rajasthan Tax on Entry of Goods into Local Areas Act, 1999 is payable on FORD prices on certain items purchased from outside Rajasthan. RVPN is registered under Section-11 of Rajasthan Tax on Entry of Goods into Local Areas Act, 1999, having certificate of Registration No. RET/1421/N/0315. However any increase in the rate of Entry Tax beyond stipulated delivery period shall be to the supplier's account and an amount equivalent to increase shall be deducted from the supplier's bills.

26.8 **INSURANCE:** The standard insurance clause of the General Condition of Contract shall be referred /incorporated where the insurance of stores is to be arranged by the successful tenderer. The position for the insurance charges payable extra or included in the quoted price shall also be incorporated/ mentioned in the Purchase Orders. However, in the cases where insurance is to be arranged by the RVPN, specific mention/stipulation for the same shall be incorporated / mentioned in the Purchase order. If the supplier/ contractor has not incurred the cost towards insurance charges, the same shall not be paid. When the material is supplied by the suppliers without insurance cover, utmost care should be taken by the consignee while receiving and verifying consignment before endorsing acknowledgement of receipt of material on the challans /bills. In such cases the quoted insurance charge or otherwise 0.2% of the FORD price shall be recovered.

However, The Chairman & Managing Director will be competent to relax the condition of insurance of material by supplier in deserving case.

26.9 PRICES AND TERMS OF PAYMENT:

26.9.1 PRICES: 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 (whichever is applicable):

In case of the variable price the price- variation will be allowed as per price- variation formula given in the technical specification/ section –III of specification and as per the procedure laid down at clause no. 1.09.07 of "Instructions to tenderer" ,

26.9.2 PRICE VARIATION

a. Price Variation (PV) payment in a contract, wherever applicable, is released to the contractor / supplier on submission of bill along with documentary evidence in support of movement of relevant indices. The contractor is also required to submit the Price Variation claims alongwith authenticated indices and relevant documents so that payable/recoverable amount, on this account if any, is regularly paid / adjusted from other payments due to the contractor/ supplier.

- b. In case of downward movement of indices, a situation is often encountered that contractor/ supplier does not come forward with PV bills/calculation, apprehending considerable recovery on this account. In order to have a check on such occurrences, concerned purchase officer shall keep a close watch on the movement of indices governing contract price adjustment and make constant follow up with the contractor/supplier for submission of bills/calculation (irrespective of whether PV is positive or negative). In case the contractor/ supplier fails to submit details despite reminder issued at an interval of 15 days after the initial demand, then in case of negative PV adhoc amount shall be provisionally worked out on the basis of applicable indices and the payment to that extent shall be retained/ deducted from the payments due to the contractor/ supplier.
- c. In order to ensure that price variation claims are furnished by the contractor/suppliers, the 10% payments against supply of quantity included in the last lot as per the contractual delivery schedule be made after the complete claim for price variation against the order is furnished by the contractor/supplier and cleared by the purchase officer.

26.9.3 TERMS OF PAYMENT: 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.

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 tender.

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 authorized 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 and 90% payment in case of others plus 100% taxes & duties, if payable extra, shall be made against receipted challans, subject to completion of the contractual formalities incorporated in the purchase order.
- (ii) 5% or 10% payment, as the case may be, after ascertaining satisfactory performance of the material/ equipment for the Guarantee Period of the equipment as specified in clause 1.40.2 of GCC or as per applicable guarantee period 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 5% or 10% payment may be considered to be released after expiry of 30 days from receipt of material by consignee.
- (iv) In case the request of the successful tenderer for furnishing a performance bank guarantee from the nationalised/ scheduled bank equivalent to 5% or 10% of the contract value in the prescribed proforma, appended at Appendix-VIII, is accepted by the purchase officer in that case the balance 5% or 10% payment can be considered for release earlier.
- (v) The Bank commission charges, if any, shall be borne by the supplier.
- (vi) In the event, if the request of the successful tenderer for releasing 100% value of the equipment with full amount of taxes/ duties etc. against presentation of receipted challans is accepted by the purchase officer, subject to furnishing of performance bank guarantee and security deposit bank guarantee or composite bank guarantee in prescribed proforma as at Appendix-X appended with the manual for a value agreed to between the purchase officer and the supplier, the terms of payment clause in the purchase order shall be incorporated accordingly.

However, in case of supplier of established reputation having regular business contacts with Rajasthan Rajya Vidyut Prasaran Nigam Ltd. irrespective of whether a Bank guarantee is furnished, 100% advance payment could be released through Bank against dispatch documents/delivery of material.

- (vii) In case of purchase of spare parts of proprietary nature of plant, machinery and equipment from original manufacturer/ distributor/ authorized dealers of the respective manufacturers, or Indian agent in case of imported equipment, the payment as per their standard terms and conditions may be allowed by the respective purchase authority / committee.
- (viii) 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 with the supplier and the amounts due to be withheld or the bank guarantees shall not be released till the claims are satisfactorily settled by the supplier.
 - (c) As the Bank Guarantee is to remain valid for the entire currency of the contract including the currency of the contract guarantee period, the supplier should get validity of the Bank Guarantee suitably extended, on the advice of purchase officer for the amount so as to safeguard the RVPN's interest to cover any extension in the delivery period or guarantee / warranty period or where any claim of the RVPN against him is still pending.
 - (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. When the supplier fails to do so, the damages/ defects may be got rectified by the RVPN 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 got made good by the supplier.

Alternatively, the RVPN may dispose of the damaged/ defective material and set off the sale proceeds against its claim against the supplier.

- 26.10 The mode of payment clause in the purchase order shall be incorporated as per standard clause of the General Conditions of Contract. However, the payment making authorities shall be guided as per orders issued by the RVPN from time to time.
- 26.11 Incorporation in the purchase order for security deposit/Bank Guarantee shall be made keeping in view the provisions of the manual at para 25. In case the supplier is permitted to furnish security deposit Bank Guarantee, he shall be directed to furnish the same in the proforma as at Appendix- IX appended with the Manual.
- 26.12 The Clause for furnishing of performance Bank Guarantee shall be incorporated in the purchase orders keeping in view the stipulation of para at 26.9 of the manual and relevant provisions in General Conditions of Contract.
- 26.13.1 **INSPECTION AND TESTING:** The inspection and tests shall normally be arranged at the supplier's premises before the material is despatched to the RVPN, and a copy of the inspection/test report in such cases shall be attached by the supplier in original while forwarding Railway Receipt or the receipted goods challan as the case may be. For this purpose, the supplier shall be required to give at least fifteen days notice to the purchasing officer to arrange for the inspection of goods.

Provided that the inspection and / or tests may be waived off, in the circumstances considered justified by the purchasing authority/concerned Chief Engineer and the supplier authorised in writing to send the consignment or consignments without inspection. In such cases the supplier will furnish copy of the letter for such waiver of inspection with the RR or the receipted goods challan. Such material will, however, be subjected to inspection and test at the consignee's end if needed and defects, if any, noticed shall be notified promptly to the supplier for rectification, or replacement of material as may be necessary, under intimation to the Purchasing Officer.

26.13.2 Where the value of stores to be purchased is Rs 50 lacs and above, the supplier shall provide the following facilities to the inspecting officer(s):

- (i) Suitable accommodation to the Inspecting Officer(s) of RVPNL.
- (ii) Local conveyance between arrival point, place of stay, works & departure point.

NOTE:

- (1) The firm shall assist in arranging return ticket & reservation on the request of the Inspecting Officer(s) for which payment shall be made by the Inspecting Officer(s)
- (2) In case of joint inspection, single or shared double room accommodation shall be provided.

26.14 The material inspected/tested by the Inspecting Officer of the RVPN at the supplier's end shall be marked with a clearly distinguishable identification mark so as to ensure that the inspected material has actually been despatched by the supplier. Even so, if the material received is found to be defective/deficient at the consignee's end, the fact shall be brought to the notice of the supplier forthwith and the defect got rectified or the material got replaced as may be necessary. It shall be the duty of the consignee to report and pursue the deficiencies/defects not only to the supplier directly but also to the purchasing officer concerned. The Purchasing officer shall be responsible for ensuring that the payments made in respect of such material are adjusted/recovered in the event of the supplier's failure to rectify/replace the material.

26.15 In addition to the inspection and tests referred to in the foregoing paras, it may be necessary in certain cases to prescribe the submission of test certificates issued by the supplier's own laboratories or any other agency specifically mentioned in the purchase order. In such cases, the purchase officer shall further ensure that the prescribed certificate has been received and accepted by him before settling the supplier's claims.

26.16 **NOMINATION OF INSPECTING OFFICERS:** Necessary arrangements for deployment / nomination of Inspecting Officer(s) for carrying out inspection of material / stores/equipment etc. at supplier's premises / works shall be made by the CE(MM)/ CE(PPM) for the purchase cases pertaining to MM/ PPM wing and by the concerned Chief Engineer or purchase officer in other cases. The CE(MM) shall either depute the officer for inspection of material from the panel of inspecting officers approved by the WTDs or may ask the approved third party to arrange the inspection of material. The CE(PPM & R) may also ask the approved third party to arrange the inspection of material if so required by him. While issuing communications / letters to the inspecting officer(s) so nominated clear details like complete address of the supplier, item(s) of supply to be inspected, checks / tests to be carried out etc. shall be indicated. The purchasing officer shall take care to ensure that testing facilities necessary for carrying out inspection / testing are available at supplier's premises / works or shall be made available to the inspecting officer. The Officers who deals with the purchase case(s) or the concerned purchasing officer shall generally not be authorised to carry out inspection and testing at the premises / works of the supplier(s).

26.17 The Purchasing officer shall ensure that no consignment offered for inspection ahead of delivery schedule as per terms of Purchase order shall be accepted, except with prior approval of concerned Chief Engineer / HOD.

26.18 **REINSPECTION CHARGES:** On receipt of a notice from the supplier offering the material for inspection, the purchasing officer shall ensure that the material is inspected

normally within fifteen days from the date of receipt of such notice subject to availability of inspecting officers. At the time of inspection at firm's works, if it is found that :

- i) the material was not ready for inspection and the inspection notice given by supplier was infructuous.
or
- ii) quantity offered for inspection is short by more than 10 % from the quantity indicated in Inspection requisition.
or
- iii) Inspection is not arranged/not got carried out due to any reason on account of supplier.
or
- iv) material is found not conforming to provisions of purchase order/relevant ISS/Governing technical specification/GTP and thus rejected by Inspecting Officer.
or
- v) Manufacturing defects are observed during physical/visual inspection/checking.
or
- vi) Quantity (length/weight) of items not found as per provisions of Purchase order.

In such cases, an amount of Rs. 3000/- for supplier works located in Rajasthan State and Rs. 10,000/- for supplier works located outside Rajasthan State shall become payable by supplier as reinspection charges. The supplier will deposit the amount with the concerned Sr.Accounts Officer /Account Officer (), RVPN, ----- immediately under intimation to the purchasing Officer failing which the amount will be recovered from financial holds of the supplier.

26.19 **SALES TAX :** In the clause for 'Sales Tax ' the position for registration of the RVPN under Central Sales Tax Act and under Rajasthan VAT Act shall be incorporated along with the facts for concessional rate of Central Sales Tax and VAT as per rules/notification in force. The provision for issuing 'C' forms in case of Central Sales Tax and certificate in case of VAT by an authorised officer of the RVPN purchasing goods from a registered dealer for applicability/availing concessional rate of CST/VAT on goods required for the purpose of exclusive use in the Transmission of electricity shall be incorporated.

26.20 Name of 'consignee/consignees to whom material stores are required to be delivered by the suppliers shall be suitably incorporated mentioning therein the detailed name of the consignee, its location and full postal address.

26.21 **DESPATCH INSTRUCTIONS:** In the clause 'Despatch Instruction; to the suppliers incorporation shall be made for the following.

- i) Mode of Transportation i.e. Railway(s)/ road transport the name, place and location of consignee stores in case stores are despatched through Bank approved goods transporter(s)/ destination railway station in case stores are dispatched through railways.
- ii) In case prices are F.O.R. destination/for free delivery to the stores of the consignee, the instructions for despatching the material invariably on freight paid basis shall be incorporated. However, in the cases where the quoted prices are Ex-works/F.O.R. despatching station and freight is payable extra instructions for despatching the material on freight paid basis and reimbursement of charges to the suppliers shall be incorporated suitably.
- iii) In the cases where inspection and testing of stores are required to be conducted at the works of the supplier before despatch it should be incorporated in the Purchase Order that supplier shall despatch the goods only after inspection clearance from the authorised inspecting officer/inspecting agency of the RVPN. The cases where inspection is waived by the competent authority suitable instructions shall be communicated to the suppliers separately.

26.22 CONTRACT AGREEMENT: 'Contract Agreement' is a basic legal document to be referred in the matters of disputes between the Purchaser and Supplier, therefore, the clause for execution of contract agreement on the prescribed value of Non Judicial Stamp Paper of Rajasthan State or of equivalent value as applicable in the state from where non Judicial Stamp paper is purchased in the prescribed proforma appended at Appendix-VII of the manual shall invariably be incorporated in each purchase order valuing more than Rs 1,00,000/- .It shall be mentioned in the purchase Order that

- (a) the Contract would be governed by the terms and conditions mentioned in General Conditions of Contract. In case the terms and conditions incorporated in the General Condition of contract differ/ deviate from those incorporated in the Purchase Order, later shall prevail. However, if any applicable terms and conditions of General Condition of Contract have not been incorporated in the Purchase Order the respective/relevant terms and conditions given in the General Condition of Contract shall be applicable.
- (b) All disputes, differences, question whatsoever arising between the Purchaser and contractor upon or in relation to or in connection with contract shall be deemed to have arisen at the places of signing of contract Agreement in Rajasthan and no courts other than Rajasthan shall have jurisdiction to entertain the same, shall be incorporated in the Purchase Order.

26.23 ACCEPTANCE OF ORDER: For conveying acceptance of the order by the supplier, a maximum period of 10 days from the date of the receipt of the purchase order shall be incorporated in the Purchase order failing which it would be presumed that terms and conditions incorporated in the Purchase Order are acceptable to the Contractor.

26.24 PRICE FALL CLAUSE:

- (i) The "Price Fall Clause" will be applicable w.e.f. the date of opening of the 'Price-Bid' of the subsequent tender.
- (ii) The price fall clause shall be as under:
 - (a) In case delivery schedule is already over, pending supplies against previous order will be accepted at the price lower of the two i.e. prices payable as per provision of the old contract minus recovery due to delay in delivery or the prices payable under subsequent tender as per the provision of the subsequent tender and the tenderer agrees to it. If he is not agreeable, supply shall not be taken and the order for the balance supply shall be cancelled as per provisions of the purchase order.
 - (b) When delivery schedule is not over if any previous successful tenderer has also participated in the subsequent tender enquiry and accepted the lower rate as received in the price bid of subsequent tender then pending supply against previous order shall be taken at such lower rate as is received in the subsequent tender.
 - (c) If the supplier has not participated or participated in the subsequent tender but he is not agreeable to supply the balance quantity at lower rate received in the subsequent tender, the balance supply against previous order shall be acceptable to the extent of ordered quantity as per delivery schedule up to three months from the date of opening new tender (price bid) on the following conditions.
 - (i) The rate will be as per the purchase order against which supplies are to be made within the delivery schedule.
 - (ii) The back log, if any, of supplies according to delivery schedule on the date of opening of 'price bid' of the subsequent tender shall be acceptable on charging recovery for delay in supply beyond contractual delivery as per clause 1.24 (a)(i) of GCC, if leviable under the circumstances.

(iii) No supply in excess of quantity as per the delivery schedule during the 3 months period after opening of price bid of the subsequent tender shall be acceptable in any circumstances. No preponment of original delivery schedule will be made.

(iv) 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 the subsequent tender

Note: (a) If subsequent tender is decided on differential rates and a firm has also participated in subsequent tender, the price fall clause would be applicable, if the same firm has accepted lower price in the subsequent tender.

(b) In case, firm has not participated or not agreed to lower rates in subsequent tender, then price fall clause would be applicable with respect to highest differential price, decided under new tender, provided this highest price is lower than firm's previous updated price minus recovery due to delay in delivery.

(c) Price fall clause shall not be applicable based on the rates received in Company other than RVPN. In other words, price fall clause shall be applicable based on subsequent rates received within RVPN only.

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

(iii) The following items are excluded from the price fall clause

- (a) 132kV and above transformers including auto power transformers.
- (b) Control and relay panel.
- (c) Circuit breaker.
- (d) EHV current transformer.

In respect of above items which are excluded from the 'price fall clause' in case lower Prices are received in the subsequent tender, the supply of above items shall be obtained as per the prices and provisions of previous purchase order upto the scheduled delivery period of total ordered quantity. Thereafter supply may be obtained at the discretion of the purchaser.

26.25 **DEFERMENT OF SUPPLY:** 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 as per 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 including notice period(s) shall be allowed. In case deferment extends beyond a period of three months then the supplier shall have option to get the order cancelled for the balance unsupplied quantity by giving a one month notice. In such cases the order for the balance quantity shall be cancelled by the purchaser without any financial liability beyond the date of issue of deferment notice by the RVPN.

26.26 **CANCELATION OF ORDER :** Purchase order placed can be cancelled by the purchase officer with the approval of competent purchase committee/ authority as per DOP on account of non fulfillment of technical/commercial terms and conditions of the purchase order, substantial delay in supplies, poor performance, failure during testing or in field etc.

26.27 The following time limit is prescribed for obtaining supplies beyond the delivery period for purchases made by MM/ PPM wing in relaxation to the provisions of DOP:

(i) In case no tender enquiry has been floated subsequently for the item then the supplies against the previous order may be obtained upto a period of one year after expiry of scheduled delivery period for the total ordered quantity.

(ii) In case the tender enquiry for the item has been floated then the supplies against previous order may be obtained on the prices and terms & conditions of the previous order upto the opening of the price bid of the subsequent tender.

(iii) In case the lower prices are received/ finalized in subsequent tender the supplies against the previous order may be obtained as per the provisions of the price fall clause if applicable upto a period of six months from the date of decision of the subsequent tender.

(iv) In case the subsequent tender is decided at higher rates, the supplies against the previous order may be obtained on the prices, terms & conditions of same previous order upto a period of one year after expiry of its scheduled delivery period for the total ordered quantity.

(v) In case of items excluded from the purview of the price fall clause, the supplies against the previous order, in case lower prices are received in the subsequent tender, shall be obtained as per the prices and provisions of previous purchase order upto the scheduled delivery period of the total ordered quantity.

Note: For availing the supplies beyond aforesaid periods, cases may be put up on merits to Whole Time Directors for taking a view looking the overall circumstances.

26.28 (a) Statutory variations in taxes and duties shall be payable as per provisions of clause No. 1.24(c) & (d), 1.33.3.2 and 1.33.3.3 of GCC.

(b) In case of the variable price, the price variation will be allowed as per price variation formula given in the technical specification/ Section-III of the specification and as per procedure laid down at clause No.1.07.07 of Instructions to tenderer(s).

26.29 METHOD TO EFFECT RECOVERIES:

(a) 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 RVPN. In case, where the amount of recoveries against a firm/ supplier exceed its financial hold, the RVPN will be at liberty to effect such recoveries out of the financial hold / pending payments of the firm available with other successor companies of erstwhile RSEB.

(b) The following procedure shall be adopted to effect recoveries from a supplier of one Company by other Companies:

“After finalization of recoveries, the supplier will be informed to deposit the amount within 30 days under intimation to the CPC wing of the company. If the supplier fails to deposit the recoveries within the stipulated period, immediate action shall be taken to recover/ adjust the due amount from the financial hold/ pending payment of supplier available with CPC. In case the CPC does not have sufficient financial hold, the custodian of vendor registration will be asked to recover the balance amount from the financial hold available against vendor registration, if any. If complete recovery can not be effected even after that, then with the approval of the Coordination Committee the request will be made to other companies to recover the amount from financial hold of the supplier available with them.”

26.30 **MAINTENANCE OF BANK GUARANTEE AND EXTENSION THEREOF:** It shall be responsibility of the concerned purchase officer to ensure that the Bank Guarantee is got extended in time, however, where any officer has been made responsible for the work of Bank Guarantees (as concerned Accounts Officer in case of MM wing), it would be the responsibility of the concerned officer to ensure that the Bank Guarantee is got extended in time or otherwise operated wherever warranted by circumstances.

27.0 VENDOR REGISTRATION SCHEME & PROCEDURE FOR VENDOR'S REGISTRATION (Excluding Turnkey Projects):

27.1 (a) RVPN has formulated a scheme for vendors' registration, which provide for registration of manufacturers for supply of particular stores item, material, equipment, instrument etc. after taking permanent deposit of prescribed amount in cash as well as in the form of Bank Guarantee. Registration of vendors shall be subject to prior assessment of their financial status/standing, capability and capacity to manufacture equipment, testing facilities etc. The registered vendors shall be exempted from furnishing earnest money and security deposit required against the NITs floated/orders placed by various authorities of the RVPN in respect of the item for which they are registered. However the suppliers registered under category 'A' shall be eligible to participate in the NITs for any item. Such vendors (category-A) shall be exempted from furnishing earnest money and security deposit against NITs floated/orders placed for all the items. However incase of forfeiture as per rules full normal Earnest Money and/ or Security deposit shall be forfeited.

27.1 (b) Vendors registration shall be company-wise. Vendor registered in any one company shall not be considered in another company for the purpose of exemption from furnishing earnest money/security deposit.

27.2 Provisions of the existing vendor registration scheme are given hereunder :-

(a) Supplier's/Firms/Vendors whose works are located in Rajasthan may get themselves registered in the Nigam according to the class of supplier, 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	
			Non interest bearing in cash	Bank Guarantee in the prescribed proforma at Appendix-XVIII
1	2	3	4	5
1.	E	Rs. 50 lacs	Rs.0.25 lacs	-
2.	D	Rs.100 lacs	Rs.0.25 lacs	Rs. 2 lacs
3.	C	Rs.250 lacs	Rs.0.50 lacs	Rs.5 lacs
4.	B	Rs.500 lacs	Rs.0.75 lacs	Rs.7.5 lacs
5.	A	Any amount	Rs.1.00 lacs	Rs.10 lacs

Note : The amount of cash deposit shall be made only by way of demand draft/banker's cheque/ pay order drawn in the name of Accounts Officer, (TLPC), RVPN Ltd., Jaipur.

(b) SSI units located in Rajasthan will be eligible for registration after depositing half of the aforesaid amounts subject to furnishing valid permanent SSI unit registration certificate of Industries Department Government of Rajasthan. For example such a unit for registration in category "D" shall be required to make a deposit of Rs.12500/- in cash along with Bank Guarantee of Rs. 1.00 lac only as against the normal requirement of Rs. 25000/- in cash plus a Bank guarantee for Rs. 2.00 lacs for registration in the said category.

(c) Suppliers/firms/Vendors whose works are located outside of Rajasthan, may get themselves registered in the Nigam according to the class of supplier 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.	Class of	Permitted	Permanent Deposit
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No.	suppliers	extent of participation	Non interest bearing cash	Bank Guarantee in the prescribed proforma at Appendix XVIII
1	2	3	4	5
1	E	Rs.50 lacs	Rs.0.25 lac	-
2	D	Rs.100 lacs	Rs.1.25 lac	Rs.1.00 lac
3	C	Rs.250 lacs	Rs.3.00 lac	Rs.2.5 lacs
4	B	Rs.500 lacs	Rs.4.50 lac	Rs.3.75 lacs
5	A	Any amount	Rs.6.00 lac	Rs.5.00 lacs

NOTE:-(i) The amount of cash deposit shall be made only by way of demand draft/banker's cheque/pay order drawn in the name of Accounts Officer (TLPC), RVPN Ltd., Jaipur.

(ii) The vendor already registered will also not get any interest on the cash deposited against the interest bearing cash.

- (d) The Chief Engineer (MM) would be the competent authority to register the vendors/suppliers. The Chief Engineer(MM) will be competent to add/delete the name of items in the list as at Appendix-XI.
- (e) The extent of participation in respect of registered suppliers/vendors as indicated in Col. No.3 of the aforesaid tables shall be regulated on the basis of individual tender. For example, suppliers registered in class "E" shall be eligible to participate in the individual tender upto Rs.50.00 lacs for the item for which they have been registered.
- (f) The extent of participation shall be reckoned with reference to the estimated value of the tender.
- (g) The list of registered vendors shall be updated every year with a view to exclude the vendors found guilty of mal-practices or otherwise unsuitable.
- (h) The vendor registration scheme does not confer any right upon the registered vendors for consideration of their techno-commercial bid for price bid opening. Only on meeting prescribed qualifying requirements and acceptance of techno-commercial terms & conditions set out in specification, their price bid shall be opened.
- (i) The Bank Guarantee and subsequent renewal thereof shall be furnished for a period of one year with three months grace period so as to avoid seeking frequent extension and issuing acceptance thereof. Further extension of the Bank Guarantee shall be required to be furnished by the vendors well before the expiry of the validity of Bank Guarantee. On expiry of the validity period i.e. during grace period, the bank guarantee shall be operated and the facility of exemption from furnishing earnest money against the NITs floated by RVPN shall stand withdrawn.
- (j) Bank guarantee(s) against security deposit furnished under running contract(s) shall be released to the supplier who gets himself registered for the related supply item provided the purchase officer is satisfied that adequate financial hold is available with the RVPN to take care of his liabilities in respect of the running contract(s) in question.
- (k) The registered suppliers 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 realized by invoking the bank guarantee/forfeiting of cash deposit for the amount recoverable and in that event the supplier shall be deemed to have been de-registered. In cases where the amount of recoveries against a firm exceed its financial

hold available with RVPN, the RVPN will be at liberty to effect such recoveries out of the financial hold/pending payments of the supplier pending under any other contract.

28.0 PROCEDURE FOR VENDOR REGISTRATION AND CANCELLATION

28.1 Suppliers desirous of getting registered with the RVPN under the scheme shall make an application in the prescribed form, which may be obtained from the CE (MM) on written requisition accompanied by an amount of Rs. 500/- by way of demand draft/banker's cheque in favour of the Accounts Officer (TLPC), RVPN Ltd., Jaipur towards cost of registration form for each item.

28.2 The application form duly filled in and accompanied by a BG from a nationalised/scheduled Bank in the prescribed proforma at Appendix-XVIII for the required amount along with the photocopy of receipt depositing requisite cash security shall be sent by the firm to the Chief Engineer (MM) for considering registration.

Supplier/vendors desirous for registration shall also furnish an undertaking on Non Judicial Stamp Paper of specified value in the prescribed proforma at Appendix-XIII appended with the manual duly attested by the Notary Public.

28.3 On examination, in case the application is found to be in order and it accompanies the BG for requisite amount along with photocopy of the receipt for having deposited necessary amount in cash, also if the supplier is found to have the testing facilities, the capacity and capability to manufacture & supply the item etc., the supplier shall be registered for the item in the category sought and the Chief Engineer (MM) shall issue registration certificate.

28.4 When a firm requests for cancellation of registration under a particular category, letters may be sent to all the Chief Engineers/Superintending Engineers dealing with purchases, intimating the intent of the firm for cancellation of registration, and requesting for intimating the recovery, if any against the firm within 30 days of issue of this letter. In case of non-receipt of such information, a reminder letter may be issued to Chief Engineers/ Superintending Engineers under the signature of Chief Engineer(Material Management) intimating that if the desired information regarding recovery is not received within 60 days of issue of this letter, it will be presumed that there is no recovery against the firm and action for canceling the registration would be initiated and deposits of the firm lying with the RVPN in the form of Bank Guarantee and cash, would be released to the firm. For the purpose of refunding cash, hand receipt shall be prepared by the concerned Senior Accounts Officer/Accounts Officer and payment shall be arranged through cheque.

29.0 REMOVAL FROM THE LIST OF REGISTERED VENDORS:

29.1 The registering authority may remove the name of the supplier from the approved list if the vendor:-

- i) fails to execute a contract, or executes it unsatisfactorily.
- ii) has no longer adequate equipment, technical personnel or financial resources
- iii) violates any important conditions of contract., or fails to secure a contract after twelve successive tenders or during the period of three consecutive years whichever is less.
- iv) fails to abide by the conditions of registration or is found to have given false particulars at the time of registration
- v) is declared or is in the process of being declared bankrupt insolvent, wound up, dissolved or persistently violates the provisions of law, rules and regulations.

30.0 BLACKLISTING/SEVERING BUSINESS RELATIONS:

- 30.1 The WTDs may blacklist or severe business relations with a supplier where
- (i) There are sufficient and strong reasons to believe that the supplier or his employee has been guilty of mal-practices such as bribery, corruption, fraud including substitution of or interpolation in tender etc.
 - (ii) The supplier continuously does not pay dues without showing adequate reasons.
 - (iii) Where supplier or his partner or his representative has been convicted by a court of law for offence involving moral turpitude in relation to the business dealing or where security consideration including suspected disloyalty to the State so warrant the blacklisting orders will be issued by the registering authority. The reasons for blacklisting the supplier as also the name of all the partners of the supplier and the allied concerns coming within the effective influence of the black listed supplier will be mentioned.
 - (iv) Cases for black listing/ severing business relation of suppliers/ contractors shall be dealt with by respective Chief Engineer(s)/ head of departments, for obtaining decision/ orders of the WTDs and issuing necessary orders.

Note: The decision taken by JVVNL/ AVVNL/ JDVVNL/ RVUN/ other power utilities to black list any supplier or to severe business relation with any supplier will not be applicable for RVPN.

- 30.2 The decision of WTDs for for severing of business relations and blacklisting etc. shall be final. The WTDs shall have full powers to restore the business relations and to decide removal from blacklisting for recorded reasons.

31.0 CONTACTING THE PURCHASER

- (a) From the time of bid submission to the time of contract award if any bidder wishes to contact the tender accepting authority, tender inviting authority or tender scrutiny authority, in any matter related with bid, he shall do so in writing,
- (b) Any effort by the bidder to influence the concerned authority/ committee in its decision on bid evaluation, bid comparison or contract award will result in the rejection of bidder's bid.
- (c) Notwithstanding anything contained above, the tender accepting authority, tender inviting authority or tender scrutiny authority may seek bonafide clarification(s) from tenderer(s) relating to tender(s) submitted by them during the evaluation of bid.

LIST OF THE CENTRALLY PURCHASED ITEMS

S.NO.	ITEM
PART -A	
1	400,220, 132 kV TOWERS & EXTENSIONS
2	33kV TOWERS, EXTENSIONS & LATTICE STRUCTURES
3	ACSR, AAC & AAAC Conductors
4	GSS WIRE
5	DISC INSULATORS
6	400 KV, 220 kV & 132 kV GSS GALV. STRUCTURES WITH ACCESSORIES
7	GI NUTS & BOLTS OF SIZES M16X35N, M16X40N M16X45N, M16X50N M16X55N, M16X60N M16X65N, M16X70N M16X75N, M16X80N & M16X85N
8	G.I. STEP BOLTS & NUTS
9	M.S. NUTS & BOLTS OF SIZES M16X40N, M16X45N M16X50N, M16X55N M16X60NXM16X65N M16X70N, M16X75N M16X100N, M16X200N M16X150N M16X250N&M16X300N
10	SPRING WASHER OF SIZE M16-B
11	WAVE TRAP
12	220 kV, 132kV & 33kV CCs
13	COUPLING DEVICE
14	CARRIER SETS
15	PROTECTION COUPLER
16	COAXIAL CABLE
17	BATTERY SETS 48V, 110V, 220V
18	ELECTRONIC TELEPHONE EXCHANGE
19	EHV/POWER TRANSFORMER 400KV, 220KV, 132KV & 33 KV class
20	33/11kV POWER TRANSFORMERS
21	33/0.4kV STATION TRANSFORMERS
22	220kV, 132kV & 33kV & 11kV CTs
23	33kV & 11 kV PT'S
24	220kV & 132 kV CVT'S
25	CIRCUIT BREAKERS 400KV, 220KV, 132KV, 33KV & 11KV
26	Las-400KV, 220kV, 132kV, 33kV & 11kV
27	ISOLATORS-400KV, 220kV, 132kV, 33kV & 11kV
28	HORN GAP FUSE SET COMPLETE 33 & 11 kV
29	POST INSULATORS (ALL RATINGS)
30	C&R PANELS
31	LT PANELS/ ANNUNCIATORS/ LT DISTRIBUTION CONTROL BOARD
32	DC BOARD 220V & 110V
33	CONTROL CABLES
34	CAPACITOR BANK ALONGWITH ASSOCIATED EQUIPMENTS
35	BATTERY CHARGERS: 220V, 110V, 48V
36	LT KVAH METER
37	HT & LT TRIVECTOR METERS
S.NO.	ITEM
38	LT CT

39	OIL FILTER MACHINE
40	TRANSFORMER OIL
41	METER TESTING BENCH & METER REPAIRING BENCH
42	CALIBRATION EQUIPMENTS
43	HIGH VOLTAGE (BREAK DOWN VALUE) INSULATION TEST SET
44	PHANTOM LOAD
45	PT TEST SET
46	CT TEST SET
47	STEEL
I)	TOR STEEL
II)	MS ROUND
III)	MS ANGLE
IV)	MS CHANNEL
V)	MS PLATE/ CHEQUERRED PLATE
VI)	MS JOISTS
VII)	MS FLAT
VIII)	MS RAILS
48	SINGLE PHASE ENERGY METER
49	THREE PHASE ENERGY METER
50	3.5 CORE PVC CABLES, ABOVE 120 SQ.MM
51	WEIGH BRIDGE/ WEIGHING MACHINE
52	CABLE/ CONDUCTOR REWINDING MACHINE
53	CRANES
54	FORK LIFTER
55	TRANSPORT & INSPECTION VEHICLES, TRACTORS & TRACTOR TRAILERS
56	MARSHALLING KIOSK
PART-B	
57	CONDUCTOR HARDWARES & CONDUCTOR ACCESSORIES
58	EARTH WIRE HARDWARES & ACCESSORIES
59	DANGER PLATE, NUMBER PLATE & PHASE PLATE
60	HARD WARE FITTINGS, CLAMPS & CONNECTORS FOR GSS
61	TELEPHONE CABLE
62	GI EARTHING SET
63	PLASTIC SEALS, LEAD SEALS & SEALING SYSTEM
64	SEALING PLIERS
65	BARBED WIRE
66	EARTH RESISTANCE TESTERS
67	INSULATION RESIS. TESTERS/ MEGGERS
68	MEASURING & TEST EQUIP.
69	ACCUCHECK WATT METER
70	RUBBER HAND GLOVES
71	SAFETY BELTS
72	EARTHING CHAIN
73	INSULATED RUBBER MATS/ SMC CHEQUARED MATS
74	RESUSICATORS
75	FIRST AID BOX
76	CAMERAS
77	REMOTE CONTROLLED LOAD MANAGEMENT SYSTEM
78	COMPRESSORS & DYNAMOMETERS

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD.,
OFFICE OF SUPERINTENDING ENGINEER(-----)

----- (Office address), Telephone Number:-----

TENDER INVITING NOTICE

SEALED TENDERS ARE INVITED FOR PURCHASE OF FOLLOWING ITEMS-

(BRIEF DESCRIPTION OF MATERIAL TO BE PURCHASED ALONGWITH TN NUMBER)

FOR DETAILS ABOUT QUANTITY, TENDER SPECIFICATION COST, EMD, DATE OF SUBMISSION, DATE OF OPENING OF TENDER(S) AND PRE-QUALIFYING REQUIREMENT MAY VISIT WEB SITE www.rvpn.co.in OR www.rajenergy.com .

DESIGNATION OF TENDER
INVITING AUTHORITY

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD.,
OFFICE OF SUPERINTENDING ENGINEER(-----)

----- (Office address)

Telephone Number:-----, Fax Number:-----

TENDER INVITING NOTICE

SEALED TENDERS (TECHNO COMMERCIAL BID AND PRICE BID TO BE OPENED IN TWO PARTS) ARE INVITED FROM MANUFACTURERS/ SOLE DISTRIBUTORS/ SOLE SELLING AGENTS (IN SINGLE/ DUPLICATE/ TRIPLICATE COPY) FOR SUPPLY OF FOLLOWING ITEMS AS PER SPECIFICATIONS:-

S NO	DESCRIPTION OF ITEM	QUANTITY	TN No.	COST OF SPECIFICATION in Rs.	AMOUNT OF EARNEST MONEY DEPOSIT in Rs.	DATE OF OPENING OF TENDERS

COPY OF THE SPECIFICATION (NON TRANSFERABLE) CAN BE OBTAINED FROM THE OFFICE OF THE UNDERSIGNED BY REMITTING THE COST OF SPECIFICATION (NON REFUNDABLE) AS ABOVE EITHER IN CASH OR BY CROSSED INDIAN POSTAL ORDER OR CROSSED DEMAND DRAFT IN FAVOUR OF THE SR. ACCOUNTS OFFICER/ ACCOUNTS OFFICER/ASSISTANT ACCOUNTS OFFICER(), RVPN _____(.) THE TENDER(S) WILL BE RECEIVED UPTO 2.30 P.M. ON THE DATE SPECIFIED AS ABOVE AND WILL BE OPENED ON THE SAME DAY AT 3.00 P.M. IN THE PRESENCE OF THE TENDERERS WHO CHOOSE TO BE PRESENT(.) PURCHASE OF SPECIFICATION IS ESSENTIAL FOR TENDERERS FOR SUBMISSION OF TENDERS(.) THE PURCHASER RESERVES THE RIGHT TO INCREASE/ DECREASE AFORESAID QUANTITY AT HIS DISCRETION(.)

DESIGNATION OF TENDER
INVITING AUTHORITY

NOTE: THE PRE-QUALIFYING REQUIREMENT OF THE TENDERED ITEMS ARE ALSO AVAILABLE ON WEB SITE.

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD.,
 REGISTER FOR SELLING OF TENDER FORMS/ DOCUMENTS
 (Office of the _____)

T.N. No. RVPN _____

Date of Publication of NIT in Newspapers _____

Date & time for receipt of Tenders _____

Date & time of opening of tenders _____

S. No.	Name of Firm/ Tenderer	Details of depositing of cost of tender specification /Form	Letter No. & dt. Of sending specification/ tender form to the respective tenderer firm	Remarks
1	2	3	4	5

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD.,

TENDER RECEIPT REGISTER

(Office of the _____)

T.N. No. RVPN/_____

Date of Publication of NIT in Newspapers _____

Date & time for receipt of Tenders _____

Date & time of opening of tenders _____

S. No.	Name of Firm/ Tenderer	Particulars for Receipt of tender		Name & Designation of the officer/ official receiving the tender	Signature of the concerned officer/ official	Remarks
		Date	Time			
1	2	3	4	5	6	7

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD.,

TENDER OPENING REGISTER

(Office of the _____)

T.N. No. RVPN / _____

Date of Publication of NIT in Newspapers _____

Date & time for receipt of Tenders _____

Date & time of opening of tenders _____

No. of tenders received up to the prescribed time for receipt of tenders _____

Number of delayed tenders (i.e. tenders not received within prescribed time for receipt and opening of tenders) _____

S. No.	Name of firm/ Tenderer	Total Number of pages of the tender	Name of the representative of the tenderer who attended tender opening	Signature of the representative of the tenderer who attended tender opening	Particulars of earnest money deposit/ exemption certificate
1	2	3	4	5	6

Signature of members of tender opening committee

DETAILS OF TENDERS RECEIVED LATE UNDER TN-_____

S.No.	Name of firm/ Tenderer	Date & Time of receipt of Tender	Signature of Concerned officer	Remarks
1	2	3	4	5

DETAILS OF TENDERS NOT OPENED UNDER TN-_____

S.No	Name of firm/ Tenderer	Reasons of not opening of technical bid of the tender	Remarks
1	2	3	4

Signature of members of tender opening committee

LIST OF T&P ITEMS**(A) E&M WING**

1. Crimping Tool
2. Welding Transformer
3. Lifting & Pulling Machine
4. Chain Pulley Block
5. Drill Machine
6. Electric Blower
7. M.S. Angle Cutter/ shearing Machine
8. Spray Painting Machine
9. Oxygen acetylene welding set
10. Power Hack Saw
11. Oil filtration Set
12. Conductor cutter
13. Grinder
14. Ring Spanner set
15. Screw Driver Set
16. Pipe Ladder
17. Hand Carts
18. Cable stripper
19. Ring & Box Spanner Set
20. Plier
21. Spade
22. Pick Axe
23. Mortar Pan
24. Hammer
25. Phase/ Line Tester
26. Crow bar
27. Screw Driver

(B) CIVIL WING (QUALITY CONTROL LAB EQUIPMENTS)

1. Compression Testing Machine
2. Proving Ring
3. Concrete Mixer
4. Vibrating Table
5. Tile Abrasion Testing Machine
6. Tile Flexure Testing Machine
7. Tile Cutter
8. Los Angel's Abrasion Test Machine
9. Aggregate Impact Tester
10. Sieve Shaker
11. Sieve Set
12. Cement Mortar Specimen Vibrating Machine
13. Slump Test Apparatus
14. Vicat Apparatus
15. Balance & Weights
16. Vernier Calliper
17. Screw Gauge
18. Gauge Set
19. Thermometer
20. Spirit level
21. Cement Spatula
22. Trowel
23. Concrete Test Hammer
24. Electric Oven
25. Dial Gauges for Machines

AGREEMENT

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

(1) To be used in case of Proprietorship firm

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

(2) To be used in case of Limited Companies

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

(3) To be used in case of Partnership concerns

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

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

1
2
3
4

having its registered office at _____

(hereinafter referred to as Contractor/ Supplier which expression unless the context does not permit includes their respective heirs, executors, administrators, legal representatives, permitted assignees) of the second part witnesses as follows:-

(1) The Supplier, do by these presents agree to supply to the Purchaser and the Purchaser does agree to purchase from the Supplier the material specified in the Purchase Order No. _____ dated _____ and amendment letter No. _____ dated _____ appended and on the terms & conditions contained in the said order and amendment letter. The General terms & conditions of the contract, Instructions to the tenderers & technical specification appended hereto are considered a part of this agreement.

(2) The Supplier is exempted being Registered Vendor/ have deposited Rs. _____ (in words Rs. _____ only) towards 2% security deposit.

(a) In cash, or

(b) by furnishing a Demand Draft No. _____ dated _____ drawn in favour of _____ or

(c) by furnishing a Bank Guarantee equivalent to _____% of the Contract value, towards Security deposit with the Purchaser for the performance of this agreement by the

suppliers. The Security deposit Receipt duly endorsed in favour of the Purchaser should be lodged to his safe custody.

(d) The Supplier have agreed to deduct the amount Rs. _____ equivalent to _____% of the contract value from their first Supply Bill(s) towards Security deposit as per stipulations of the Purchase Order.

(3) The Specifications of the materials to be supplied under this agreement shall be as set forth in the tender specification.

(4) (a) The Supplier is to deliver the material:-

- (i) Ex-works _____
- (ii) To F.O.R Destination(s) any where in Rajasthan by Train.
- (iii) Free delivery at Consignees Stores/ Site by Road Transport, duly packed in good condition conforming to specification.

(b) Sales tax, duties and charges etc. which may be payable as per clause No. _____ of P.O. would be the purchaser's liability and if incurred would be to his account.

(c) If so required by the Purchaser, the Supplier will book the consignments by Rail/ Road to any destination stipulated by the Purchaser.

(d) In case the consignments are to be insured to cover risks in transit, such insurance charges, if payable extra would be to the Purchaser's account.

(e) The Purchaser shall reimburse to the Supplier all such expenditure, if any, that may be incurred by the supplier in this behalf under Sub-clause(b), (c) and (d) of this clause by payment from time to time on receipt of the bills from the supplier supported by documentary evidence or acknowledgement granted by Purchaser for supplies received.

(5) In case of dispute as to whether any materials supplied are or are not in accordance with Specifications set forth in the schedule, the decision of the Chief Engineer/HOD, RVPN shall be final and binding on both the parties.

(6) The delivery shall be effected and completed as per clause No. _____ of the P.O.

(7) Payment of the price for the material supplied under this agreement shall be as under:

(a) As per clause No. _____ of the Purchase Order and amendment letter No. _____ dated _____ to the P.O.

(8) The deposit made by the supplier under clause (2) will be returned to the Suppliers except registered vendor after due fulfillment of this agreement by them.

(9) If the Supplier 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 Supplier under clause (2) and if the loss suffered by the Purchaser exceeds the amount of said deposit, they will be entitled to recover the said loss from the Supplier.

(10) If any sum remains due or becomes recoverable from the Supplier on account of the non-fulfillment of this agreement or on account of any other reason, the supplier shall pay the same immediately on demand. If the Supplier do not make such payment on demand, the Purchaser shall be entitled to recover the same from the Supplier as arrears of Land Revenue.

(11) All disputes arising under the said agreement, between the Supplier and the RVPN pertaining to the Agreement, shall be subject to the jurisdiction of Courts, only at _____ in Rajasthan alone.

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

In case of Limited/ Partnership Shri _____ (1) Signature
Companies & Firms Designation (2) Signature

For and on behalf of _____ (1) Signature
In presence of witnesses (2) Signature

Signed and delivered by
In case of Individuals Shri _____ (1) Signature

In the presence of witness:

(1) Shri _____ Designation (1) Signature
(2) Shri _____ Designation (2) Signature

Signed and delivered by the _____ RVPN
By order and on behalf of the RVPN

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

PERFORMANCE BANK GUARANTEE FORM

(Performance Bank Guarantee on non-judicial stamp paper of Rajasthan Govt. of appropriate value which shall be in the name of Bank issuing B.G.)

The Superintending Engineer() GUARANTEE NO. _____
 Rajasthan Rajya Vidyut Prasaran DATE _____
 Nigam Ltd., _____ AMOUNT _____
 VALIDITY UPTO _____
 GRACE PERIOD UPTO _____

Dear Sir,

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

having its Head office at _____ hereinafter called "The Bank" (which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the other part.

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

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

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

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

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

The decision of the Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., as to whether the contractor has failed or neglected to perform or discharge his duties and obligations as aforesaid and as to the amount payable to the Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., by the Bank herein shall be final and binding on the Bank.

2. The guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the obligations to the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., under or by force of the contract have been fully and properly discharged by the said contractor, subject however, to the conditions that the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., will have no right under this guarantee after ____ months from the date of commissioning of the equipment or ____ months from the date of receipt of last consignment at site/ store, whichever is earlier, provided further that if any claim arises by virtue of this guarantee before the aforesaid date, the same shall be enforceable against this bank notwithstanding the fact that the same is enforced after the aforesaid date.
3. The guarantee herein contained shall not be affected by any change in the constitution of the contractor or Bank.
4. The Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by the RVPN against contractor and either to enforce or forebear from enforcing any of terms and conditions of the said contract and the Bank shall not be released from its liability under this guarantee and exercise of the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., of the liberty with reference to the matter aforesaid or by the reasons time being given to the contractor or any other forbearance, act or omission on the part of the Rajasthan Rajya Vidyut Prasaran Nigam Ltd., to the contractor or by any other matter or thing whatsoever which under the law relating to the sureties shall not for this provision have the effect of so releasing the bank from such liability.
5. The Superintending Engineer(-----) includes any other officer exercising the powers of Superintending Engineer(-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., -----
.
6. The Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., in writing.
7. All disputes arising under the said guarantee, between the Bank and the RVPN or between the contractor and the RVPN pertaining to this guarantee, shall be subject to the jurisdiction of Courts, only at ----- in Rajasthan alone.
8. Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain in force upto _____. Unless demand or claim in writing is presented/ lodged on the Bank within six months i.e. upto _____, the Bank shall be released and discharged from all liabilities thereunder.

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

Yours faithfully,

Bankers (EXECUTANT)

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

Witness: -

- 1.
- 2.

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

4. No variation in the terms of tender, acceptance or agreement as between the contractor and the purchaser made without the purchaser's consent shall discharge this undertaking.
5. No indulgence or grant of time by the purchaser to the contractor without the acknowledgement of the Bank will discharge the liabilities of the Bank under this guarantee.
6. The guarantee herein contained shall not be affected by any change in the constitution of the contractor or bank.
7. The Superintending Engineer(-----) includes any other officer exercising the powers of Superintending Engineer(-----), Rajasthan Rajya Vidyut Prasaran Nigam Limited., -----.
8. All disputes arising under the said guarantee between the Bank and the RVPN or between the contractor and the RVPN pertaining to this guarantee shall be subject to the jurisdiction of Courts, only at ----- in Rajasthan alone.
9. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the Superintending Engineer(-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd., ----- in writing.
10. Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain in force upto _____ unless demand or claim in writing is presented/ lodged on the Bank within 3 months i.e. upto _____, the Bank shall be released and discharged from all liabilities thereunder.

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

Yours faithfully,
Bankers (EXECUTANT)

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

Witness: -

- 1.
- 2.

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

PERFORMANCE AND SECURITY DEPOSIT (COMPOSITE) BANK GUARANTEE FORM
(Composite Bank Guarantee on non-judicial stamp paper of Rajasthan Govt. of appropriate value which shall be in the name of Bank issuing B.G.)

The Superintending Engineer() GUARANTEE NO. _____
Rajasthan Rajya Vidyut Prasaran DATE _____
Nigam Ltd., _____ AMOUNT _____
VALIDITY UPTO _____
GRACE PERIOD UPTO _____

Dear Sir,

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

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

AND WHEREAS in consideration of the purchaser having agreed that in respect the contract the contractor need not furnish the security deposit in cash and/ or Bank draft.

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

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

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

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

2. The Bank on demand by the Superintending Engineer shall make payment of the amount without question to the purchaser.
In the case in which the contractor, on receipt of the order and/or after the acceptance of his tender communicated to him by the purchaser, makes default in entering into an agreement or having entered into such agreement or otherwise the contractor makes default in carrying out the contract thereof. As to whether the occasion or ground has arisen for such demand the decision of the Superintending Engineer shall be final.
3. The decision of the Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd. as to whether the contractor has failed or neglected to perform or discharge his duties and obligations as aforesaid and as to the amount payable to the Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd. by the Bank herein shall be final and binding on the Bank.
4. The guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the obligations to the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. under or by force of the contract have been fully and properly discharged by the said contractor, subject however, to the conditions that the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. will have no right under this guarantee after ___ months from the date of commissioning of the equipment or ___ months from the date of receipt of last consignment at site/ store, whichever is earlier, provided further that if any claim arises by virtue of this guarantee before the aforesaid date, the same shall be enforceable against this bank notwithstanding the fact that the same is enforced after the aforesaid date.
5. No variation in the terms of tender, acceptance or agreement made without the consent of the purchaser shall discharge, this guarantee.
6. No indulgence or grant of time by the purchaser to the contractor without the acknowledgement of the Bank will discharge the liabilities of the Bank under this guarantee.
7. The guarantee herein contained shall not be affected by any change in the constitution of the contractor or Bank.
8. The Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd. shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by the RVPN against contractor and either to enforce or forebear from enforcing any of terms and conditions of the said contract and the Bank shall not be released from its liability under this guarantee and exercise of the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. of the liberty with reference to the matter aforesaid or by the reasons time being given to the contractor or any other forbearance, act or omission on the part of the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. to the contractor or by any other matter or thing whatsoever which under the law relating to the sureties shall not for this provision have the effect of so releasing the bank from such liability.
9. The Superintending Engineer includes any other officer exercising the powers of Superintending Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Limited.
10. The Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Superintending Engineer (-----), Rajasthan Rajya Vidyut Prasaran Nigam Ltd in writing.
11. All disputes arising under the said guarantee, between the Bank and the RVPN or between the contractor and the RVPN pertaining to this guarantee, shall be subject to the jurisdiction of Courts, only at ----- in Rajasthan alone.

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

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

Yours faithfully,

Bankers (EXECUTANT)

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

Witness: -

- 1.
- 2.

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

Rajasthan Rajya Vidyut Prasaran Nigam Ltd.

ITEMS FOR REGISTRATION

No.	Item
1	INSULATORS (DISCS/ LONG ROD/ POST)
2	CONDUCTORS
3	GSS WIRE
4	HARDWARES & ACCESSORIES FOR CONDUCTOR & GSS WIRE FOR LINES & SUB STATIONS INCLUDING CLAMPS & CONNECTORS
5	CABLES
6	CIRCUIT BREAKER
7	ISOLATORS
8	LIGHTENING ARRESTORS
9	TRANSFORMERS
10	INSTRUMENT TRANSFORMERS
11	CAPACITORS BANK WITH ACCESSORIES:
12	CONTROL & RELAY PANELS
13	METERS
14	TRANSFORMERS OIL
15	TRANSFORMERS OIL FILTERING MACHINE
16	BATTERY SETS AND BATTERY CHARGERS
17	FASTNERS
18	PLCC EQUIPMENTS INDOOR AND OUTDOOR TYPE, EPABX
19	DANGER PLATE, PHASE PLATE AND NUMBER PLATES
20	TOWERS AND STRUCTURES}
21	MOBILE CRANES AND EOT CRANES
22	HEAVY DUTY TRACTOR AND TRAILORS
23	SAFETY ARTICLES
24	SWITCH YARD MARSHALLING KIOSK

Form-1

FOR USE IN OFFICE

Received Rs. 500/- as application fees vide Receipt No.

Dated:

-Dealing Assistant

O/o C.A.O. (MM), RVPN Jaipur.

Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,

(MATERIAL MANAGEMENT WING)

APPLICATION FOR VENDOR REGISTRATION FORM SERIAL NO.

NOTES

- i. Unless complete and definite answers are given to the questions below, the application is liable to be ignored.
- ii. Separate sheets may be used where the space provided is not sufficient.
- iii. All subsequent changes in constitution of a firm affecting the accuracy of the answers now given, should be promptly communicated to the Chief Engineer (Material Management), RVPN, Jaipur.

For (material) _____

Item Serial No. _____

(Ref. Annexure A)

Class of Registration

Sought: _____

1. Name of Firm : _____
(in block Letters)
2. Address : _____
(in Block Letters)
- A. Office
- B. Works :
3. Telephone & Mobile No.
 - (a) Office : _____
 - (b) Works : _____
4. A. Fax No. (if any) : _____
B. Telegraphic Address (if any): _____
5. Date of commencement of : _____
Business
6. Whether the firm is :
 - (a) Proprietary Yes/No
 - (b) A joint stock company (in case of Joint Yes/No
Stock Companies attested Photostat copy of
Articles of Association and Memorandum of
Association is to be furnished)
 - (c) A registered partnership firm (in case Yes/No
of partnership, a attested Photostat copy of the
partnership deed is to be furnished)
 - (d) Small Scale Industry Registration No. _____
with NSIC/ Directorate of Industry,
Rajasthan to be quoted with an attested
Photostat copy of valid competency

- Certificate.
- (e) Firm owned by unemployed Engineers/ _____
Diploma holders (attested Photostat copy of
Necessary documents to be furnished)
- (f) If registered as Co-operative (attested photostat _____
copy of documents to be furnished)
- (g) (i) If authorised selling Agent/ Distributor/
Dealer of a reputed Manufacturer,
Attested Photostat copy of document
to be enclosed (Tick the item)
(ii) Name of their Manufacturer:
7. Full names and address of Owners/ Partners/Director(s) _____
etc. as the case may be
8. (a) Are you a manufacturer if so details of item _____
manufactured, specify each item separately and
production capacity/ month of each item
(w.r.t. item for registration)
(b) Yearly Turn over for each item in physical units
as well as in value for previous 3 years
immediately preceding the date of their application
(for the item in which registration is required)
9. (a) Name, Designation and Address of the person _____
signing the application (Attested photo copy
of Power of Attorney to be enclosed)
(b) Name, Designation & Address of other persons
authorised to sign, agreement, other documents
on behalf of the company (Attested photocopy
of the Power of Attorney to be enclosed)
10. Name and full address of your Banker along with the _____
Branch name in which the account stands.
11. Is the firm on the list of approved/ Registered suppliers _____
of the following (w.r.t. item of Registration)
i. Director General of Suppliers and disposal
(DGS&D)
ii. Central Stores Purchase Organisation
(CSPO)
iii. Any State Government
iv. Any other authority.
12. Give details of any Contracts executed during the _____
period of 3 years immediately preceding of the
date of application for any Govt. Dept. or Electricity
Board (w.r. to item of registration). Indicate ordering
Authority, order No. and date, date of completion
of supply (separate sheet may be employed)
13. Have the firm or any other person interested in the _____
business of the firm been removed (severing of
business relation/blacklisting) from the list of
suppliers of erstwhile RSEB/RVFN
Govt. of Rajasthan or any

other Govt. or Electricity Board if so, please
furnish full particulars.

14. Have the firm been paying Income Tax and Sales _____
Tax regularly? Further if no, briefly, mention
reasons thereof:

15. Has the necessary amount in the form of _____
Demand Draft and Bank Guarantee enclosed,
If so give details:

(a) Cash Deposit

(i) D.D. No. and Date : _____

(ii) Amount : _____

(iii) Issuing Bank and Branch

(b) Bank Guarantee

(i) Issuing Bank & Branch

(ii) Amount of Guarantee

SIGNATURE OF THE APPLICANT
(with the firms' Seal)
(To be notarized)

DECLARATION TO BE MADE BY THE APPLICANT

We _____
_____ (Name of partners/Proprietors or Directors) do hereby declare that the entries made above in this application form are true to the best of our knowledge and also that we shall be bound by the acts of our duly constituted attorney Shri _____ WHO HAS SIGNED THIS APPLICATION AND OF ANY OTHER PERSON WHO IN future may be appointed by us in his stead to carry on the business of the concern whether an intimation of such change is given to you or not.

We agree and accept all the terms and conditions of Vendor Registration and declare that we shall not get registered in more than one name.

SIGNATURE WITH NAME AND DESIGNATION
OF PERSONS SIGNING THIS APPLICATION
(TO BE NOTARIZED)

Place:

Date:

SIGNATURE OF WITNESSES WITH
NAME AND FULL ADDRESS:

**UNDERTAKING REGARDING PERMANENT DEPOSIT
FOR EARNEST MONEY AND SECURITY GUARANTEE**
(ON NON-JUDICIAL PAPER OF RAJASTHAN STATE OF APPROPRIATE VALUE)

WHEREAS the Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,, (hereinafter called "The RVPN") has afforded a facility to persons submitting tenders in response to notices of the RVPN, calling for tenders for supply of materials or rendering of services, permitting tenderers who furnish a permanent deposit of Rs. _____ in cash and Rs. _____ in the form of B.G. for enlistment in _____ category for supply of _____ (Name of Material) without separate payment of Earnest Money and Security Guarantee with each tender.

WHEREAS we, _____ (firm's Name and Full Address) hereinafter called the Contractor/Supplier, intend to avail the said facility and do hereby furnish the permanent Deposit of Rs. _____ in cash and Rs. _____ in the form of B.G. of the _____ (Banker's Name and Full Address)

IT IS HEREBY UNDERTAKEN AND DECLARED AS FOLLOWS:

1. The Bank Guarantee furnished herewith shall in the first instance be valid for one year.
2. So long as the Bank Guarantee is in force, all tenders submitted by the Contractor/Supplier in response to notices of the RVPN inviting tenders for the aforesaid item shall be considered by the RVPN without payment of Earnest money and security guarantee for each tender.
3. We hereby bind ourselves (the Contractor/Supplier), not to withdraw or modify the terms of the offers during their validity period, for faithful execution of contract including past, existing and future contract/ order and for fulfillment of the various obligations under the contracts/ order to supply material of good quality and workmanship including substituting and supplying free of cost any material that may be required due to defects arising from faulty material, design and workmanship.
4. We further undertake and accept for recovery by the RVPN, out of the amount of permanent deposit (cash and B.G. by invocation thereof), of any amount due on account of recoveries, penalty etc. and any other liabilities under any contract/ order including past and future contracts/ order irrespective of whether the supplies completed or under completion or otherwise, in the event of our failure to deposit such amount within 30 days from the date or receipt of such communication from the RVPN in this regard. We further, hereby, authorize the RVPN to effect recoveries outstanding against us under any contract/ order from our any payment/ deposit available with the RVPN under any contract/ order or in any manner as may be considered expedient by the RVPN including from other bills.
5. We further undertake and accept that the aforesaid deposit shall also cover our liabilities under past contracts/order, whether executed or under execution or otherwise in case the financial hold in the form of the aforesaid deposit is sufficient to take care of our liabilities under such above referred contracts.
6. If there is any default on our part in respect of the tender or the contract/order, the Chief Engineer or any other officer of RVPN shall have the unilateral right to call upon the Bank to forthwith pay to the RVPN the amount demanded merely on invocation of the Bank Guarantee and without questioning the right of the RVPN to make such demand or propriety or legality of the demand.
7. Where any such amount has been demanded from and paid by Bank, the RVPN shall not be bound to consider any tender of the Contractor submitted thereafter unless the amount of cash and B.G. has been restored to the level of Rs. _____ and Rs. _____ respectively.

8. We further undertake not to claim any interest on the amount of non interest bearing permanent deposit.

9. We further undertake that the order given by the RVPN will be acceptable to us and if we fail to start and complete the supply/ work as per the order, the Chief Engineer or any other Officer of RVPN will have every right to invoke the Bank Guarantee.

10. We further undertake to abide by RVPN Vendor Registration Rules, as amended from time to time.

11. We further undertake that all disputes arising under the said Registration shall be subject to the jurisdiction of court only at Jaipur in Rajasthan.

SIGNATURE AND SEAL OF THE
CONTRACTOR/ SUPPLIER
(To be Notarized)

Date :

WITNESS:

1.

and

2.

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD.
OFFICE OF THE CHIEF ENGINEER
(MATERIAL MANAGEMENT)

Telephone : Jaipur(Rajasthan)
Fax :

CERTIFICATE OF REGISTRATION

CERTIFICATE No. Class of Registration
Registration No.

M/s. _____ is hereby
enlisted as Registered suppliers in Rajasthan Rajya Vidyut Prasaran Nigam Ltd., for supply of
_____ (name of item). The registration is valid up to
_____ unless terminated earlier.

CHIEF ENGINEER (MM)
RVPN,Jaipur

No. RVPN/CE/CAO/MM/D Dated:

To,

M/s. _____

NIT REGISTER

NIT No.	Date of issue	Item Particulars	Tender Qty.	Due Date of opening	Division	Tender Cost	Deciding Committee	EMD Amount	Remarks

**Register indicating reference of decision of
Techno-Commercial Bid Evaluation Committee(for the cases falling within the
competency of circle/ CE level purchase committee)**

1. Date of Meeting:_____
2. Description of Item:_____
3. TN:_____
4. Details of the firms, description of item & quantity for which firms/ tenderer considered qualified for price bid opening.
5. Remarks (if any)

(Signature of the Committee Members)

**Register indicating reference of decision of
Purchase Committee**

1. Date of Meeting:_____
 2. Description of Item:_____
 3. TN:_____
 4. Purchase Committee:_____
 5. Brief of decision:_____
- _____
- _____
- _____

S. No.	Name of the firm	Description of the item	Quantity ordered	Unit Rate in (Rs.)	Remarks
1	2	3	4	5	6

**Earnest money applicable in case of N.I.Ts. floated by the
office of the Chief Engineer (MM/ PPM&R)**

S.No.	Estimated value of tenders	EMD Amount (Rs.)
1	Upto Rs. 5 lacs	Rs. 5000/-
2	Above Rs. 5 lacs and upto Rs. 10 lacs	Rs. 10,000/-
3	Above Rs. 10 lacs and upto Rs. 25 lacs	Rs. 25,000/-
4	Above Rs. 25 lacs and upto Rs. 50 lacs	Rs. 50,000/-
5	Above Rs. 50 lacs and upto Rs. 100 lacs	Rs. 75,000/-
6	Above Rs. 100 lacs	Rs. 1,00,000/-

**PERFROMA FOR BANK GUARANTEE OF PERMANENT DEPOSIT FOR EARNEST
MONEY AND SECURITY GUARANTEE**

(On non-judicial stamp paper of Rajasthan Govt. of appropriate value which shall be in the name of Bank issuing B.G.)

The Chief Engineer (MM)	GUARANTEE NO. _____
Rajasthan Rajya Vidyut Prasaran	DATE _____
Nigam Limited, _____	AMOUNT _____
	VALIDITY UPTO _____
	GRACE PERIOD UPTO _____

Dear Sir,

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

WHEREAS MESSERS _____ (hereinafter called "The Contractor", having their/its Registered/Head office at _____, having deposited a sum of Rs. _____ (Rupees _____) in cash has applied for enlistment in _____ category with RVPN for supply of _____ (Name of material) and is further required to furnish Bank Guarantee for Rs. _____ (Rupees _____).

WHEREAS the Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,. (hereinafter called the RVPN) has offered the facility to the persons submitting tenders in response to the notices of the RVPN calling for tenders for supply of materials or rendering of services, permitting tenderers or for enlistment upon furnishing permanent deposit for given amount in the prescribed mode in lieu of requirement of separately depositing earnest money and furnishing security guarantee with each tender.

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

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

1. The Bank hereby undertake to make payment forthwith on invocation of the guarantee on behalf of the RVPN to the tune of Rs. _____ and keep RVPN indemnified on any account whatsoever and it will not be questioned by the bank.
2. The Bank further undertake that the Guarantee herein contained shall remain in full force and effect up to and inclusive of the last date of validity.
3. The Bank, undertake to pay immediately the amount guaranteed herein or such part thereof as may be demanded by the RVPN without reference to supplier and without questioning the right of the RVPN to make such demand or propriety or legality of the demand.
4. The Bank further undertake to pay the amount demanded under this Guarantee merely on invocation of the Guarantee by the Chief Engineer or any other officer of the RVPN on any account whatsoever. The decision of the Chief Engineer, RVPN or any other officer as to whether the Contractor/ Supplier have failed or neglected to perform or discharge their duties and obligations as aforesaid and as to the amount payable by the Bank shall be final and binding on the Bank.

5. The guarantee herein contained shall not be affected by any change in the constitution of the contractor or Bank.
6. The Chief Engineer(MM) includes Additional Chief Engineer and any other officer exercising the powers of Chief Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Limited.
7. The Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Chief Engineer (MM), RVPN in writing.
8. All disputes arising under the said guarantee, between the Bank and the RVPN or between the contractor and the RVPN pertaining to this guarantee, shall be subject to the jurisdiction of Courts, only at Jaipur (Rajasthan) alone.
9. Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain in force upto _____ unless demand or claim in writing is presented/ lodged on the Bank within three months i.e. upto _____, the Bank shall be released and discharged from all liabilities thereunder.

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

Yours faithfully,

Bankers (EXECUTANT)

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

Witness: -

- 1.
- 2.

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

MANUFACTURER'S WARRANTY FORM

(Warranty to be furnished on non-judicial stamp paper of Rajasthan State of appropriate value)

To,
The Superintending Engineer ()
Rajasthan Rajya Vidyut Prasaran Nigam Limited,

Dear Sir,

THIS DEED OF GUARANTEE is made this day _____ of _____ of the year _____ between the Superintending Engineer/----, Rajasthan Rajya Vidyut Prasaran Nigam Limited (which expression shall unless excluded by or repugnant to the context includes his successors, assignees and his authorized representative, hereinafter called "The Purchaser") of the one part and MESSERS _____, hereinafter called "The Supplier" (which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the other part.

WHEREAS MESSERS _____ (hereinafter called the "Supplier") agreed to supply the materials to the Superintending Engineer/---, Rajasthan Rajya Vidyut Prasaran Nigam Ltd. against Purchase Order No. _____ dated _____ (hereinafter referred to as the "Contract").

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

AND WHEREAS at the request of the Superintending Engineer/-----, the supplier M/s _____ has agreed to execute these presents.

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

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

The decision of the Superintending Engineer/----, Rajasthan Rajya Vidyut Prasaran Nigam Ltd. as to whether the supplier (M/s _____) has failed or neglected to perform or discharge his duties and obligations as aforesaid shall be final and binding on the supplier

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

Prasaran Nigam Ltd. will have no right under this Warranty after ____ months from the date of commissioning of equipment or ____ months from the date of receipt of last consignment at stores/ site, whichever is earlier provided further that if any, claim arises by virtue of this Warranty before the aforesaid date at site, the same shall be enforceable against the Supplier notwithstanding the fact that the same is enforced after the aforesaid date.

3. The Warranty herein contained shall not be affected by any change in the constitution of the Contractors (Suppliers).
4. The Supplier further undertake not to revoke this Warranty during its currency except with the previous consent of the Superintending Engineer/-----, Rajasthan Rajya Vidyut Prasaran Nigam Limited in writing.
5. All disputes arising under this Warranty, between the Contractors (Suppliers) and the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. shall be subject to the jurisdiction of Courts, only at Jaipur in Rajasthan alone.

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

Yours faithfully,

(EXECUTANT)

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

Witness :-

- 1.
- 2.

Attested by Notary Public or First Class Magistrate

VARIOUS COMMITTEES FOR FINALIZATION OF PURCHASE AND SETTLEMENT CASES

(A) **QUANTITY APPROVAL COMMITTEE:** (for approval of requirement of centrally purchased items being purchased by MM wing)

- (i) Chief Engineer(MM)
- (ii) Chief Engineer(PP&M)
- (iii) Chief Engineer(T&C),Jaipur
- (iv) Chief Controller of Accounts
- (v) Chief Accounts Officer(MM),Jaipur
- (vi) Concerned SE[SE(SSPC)/ SE(TLPC)/ SE(PLCC)],RVPN,Jaipur

(B) **PURCHASE COMMITTEES FOR MM/PPM WING:**

S. No.	Level	Purchase Committee
1	Chairman & Managing Director	1. Chairman & Managing Director 2. Director(Finance) 3. Director(Technical) Note: Chief Engineer(MM)/(PP&M)-Convener
2	a. Chief Engineer (for MM wing) b. Chief Engineer (for PP&M wing)	1. Chief Engineer(MM) 2. ZCE(T&C), Jaipur 3. CCOA Note: SE concerned for MM wing – Convener 1. Chief Engineer(PP&M) 2. Chief Engineer(MM) 3. CCOA Note: SE concerned for PPM wing - Convener
3	a. Superintending Engineer (for MM wing) b. Superintending Engineer (for PP&M wing)	1. Concerned SE (SSPC / TLPC) 2. SE(TCC-I/II)-(by rotation) {SE(PLCC) for PLCC cases } {SE (Protection) for Protection Equipments} 3. CAO(MM) Note: XEN(Concerned)- Convener 1. Concerned SE (P&P / 400kV Design / NPP / Reform) 2. SE (TLPC) / SE (SSPC) by rotation {SE (Protection) for Protection Equipments} 3. Sr.AO concerned Note: XEN(Concerned)- Convener

(C) **SPECIFICATION APPROVAL COMMITTEE FOR MM AND PP&M WING:**

- a. CE (MM)
- b. CE (PPM & R)
- c. CE (T&C), JAIPUR
- d. SE concerned of MM/ PPM wing

Note: (1) XEN concerned of MM/ PPM wing -Convener

(2) Committee may co-opt CE/SE of M&P/PLCC wing as may be required.

(D) **SETTLEMENT COMMITTEES :**

S. No.	Level	Settlement Committee
1	Chairman & Managing Director (More than Rs. 5.00 Lacs)	1. Chairman & Managing Director 2. Director(Finance) 3. Director(Technical) 4. Chief Engineer(MM)/(PP&M) –Convener 5. Advisor (Legal Affairs)
2	Chief Engineer (Upto Rs. 5.00 Lacs)	1. Chief Engineer(MM) 2. Zonal Chief Engineer(T&C-Jaipur) 3. CCOA 4. Advisor (Legal Affairs) 5. SE(Concerned) 6. CAO(MM) -Convener

(E) **TECHNO COMMERCIAL BID EVALUATION COMMITTEE FOR MM WING:**

Techno Commercial Bid Evaluation shall be carried out by Purchase Committee except for MM wing for which separate Techno Commercial Bid Evaluation Committee is as under:

1. Chief Engineer(MM)
2. Zonal Chief Engineer(T&C),Jaipur
3. Chief Controller of Accounts
4. Superintending Engineer(TLPC/SSPC)

Note: XEN concerned - Convener

SECTION-I

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD.

INSTRUCTION TO TENDERERS

1.01. INTRODUCTION:

The tenderer, 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 tender form. If he has any doubt as to the meaning of the specification or any portion thereof, he shall before submitting the tender at once furnish them to the -----
------(name of the purchase officer) Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,----- in writing at least fifteen days before the specified date of opening of tenders in order that such doubts may be removed. The purchase officer will respond in writing to such request for clarification on tender documents which should have been received not later than 7 days for short term tender enquiry/ 15 days for normal tender enquiry prior to specified date of technical bid opening after which no correspondence shall be entertained. Submission of the tender shall be deemed to be the conclusive proof of the fact that the tenderer 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 the prescribed schedule of deviation to be submitted with his tender.

1.02 FILLING OF TENDERS:

- 1.02.1 Tenders shall be submitted in the forms attached hereto and all blanks in the tender and the schedules of the specification shall be duly filled in. The completed form(s), schedule(s) shall be considered as part of the contract documents, in the case of successful tender(s).
- 1.02.2 No addition/alternation should be made in the form of the tenderer specification and schedules. The tenderer must comply entirely with the specification. Technical and Commercial deviations, if any, shall be mentioned only in Schedule-VIA & VIB "Departure from the SPECIFICATION" attached with this specification. The deviation mentioned elsewhere in the offer will not be considered as deviation. The printed terms and conditions of firms, if any, attached with the tender will not be considered as part of tender and will be summarily rejected. RVPN reserves the right to accept minor deviation in techno-commercial terms & conditions provided in schedule VIA & VIB.
- 1.02.3. The tender and all accompanying documents shall be in Hindi/ English Language and shall be signed by authorised person. The name, designation and authority of the signatory shall be stated in the tender
- 1.02.4 Tenders should be filled in, only with ink, ball pen or typed. Tender filled in by pencil or likewise, shall not be considered.
- 1.02.5 All additions, alterations and over-writings in the tender must be clearly authenticated and signed by the signatory to the tender. All cutting/over writing in figures of tendered documents should also be clearly indicated in the words & duly signed by the authorized signatory.
- 1.02.6 The bidders are required to furnish the clarification/ confirmation/ documents if sought subsequent to opening of bid within specified time failing which, the purchase case shall be finalized/ decided on the basis of available information only. The entire responsibility of bid being ignored on account of delay in furnishing of desired information/documents shall be of the bidder.
- 1.02.7 The Purchase officer will not be responsible to accept any cost involved in the preparation or submission of tenders.

1.02.8 The tender offer shall be furnished in single copy only as prescribed in the following manner:

(i) One small size envelope duly sealed & superscribed EARNEST MONEY / VALID EXEMPTION CERTIFICATE / REGISTRATION CERTIFICATE AGAINST TN- _____ to be opened on _____ with proof of depositing/ furnishing the earnest money/ exemption certificate / registration certificate.

(ii) Second envelope sealed & superscribed " TECHNO-COMMERCIAL BID AGAINST TN- _____(PART-I) to be opened on _____. The tenderer is required to furnish all relevant documents as per Specification (Section–III) including documents in support of qualifying requirement and also confirmation of commercial terms and conditions of as incorporated in 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 purchase officer may be able to examine whether the offer submitted is meeting the technical and commercial terms and conditions of specification

(iii) Third envelope sealed & superscribed " PRICE BID AGAINST TN- _____(PART-II)". This price bid shall include submission of details of prices as per schedule–IV of the specification. In case of more than one item (or lot), the tenderer shall quote the prices for each item(or lot) separately in schedule –IV and should be packed in separate small size envelope for each item indicating the name of item on the small size envelope (i.e. Price Bid for -----) and all these small envelopes shall then be packed in bigger size envelope & marked "Price Bid". If schedule-IV is not filled for each item separately the offer is likely to be ignored.

The price bid will be opened at a later date in respect of those tenderers whose offers are found / adjudged technically and commercially acceptable. The date of opening of " PRICE BID" shall be intimated to successful tenderers in due course of time. Deviation of any kind shall not be quoted in price bid. If found quoted, the same shall be ignored.

(iv) All the three envelopes containing earnest money, techno-commercial bid and price bid as stated above should be put in the fourth big size envelope and sealed and shall be super scribed " TENDER OFFER AGAINST TN- _____ TO BE OPENED ON _____ and shall be sent at the following addresse:

The -----

(name of purchase officer),

Rajasthan Rajya Vidhyut Prasaran Nigam Ltd.

----- (Raj.)

(v) The tenderer shall also ensure that his tender is furnished/submitted strictly in the manner detailed in the specification.

1.02.9 All tenders and accompanying document should be addressed to -----
----- name of purchase officer, RVPN, -----.

1.02.10 Tenderers shall indicate in their bid the name and complete address of excise authorities under whose jurisdiction their works / office falls.

1.02.11 The telegraphic tenders/ quotations or tender given in the form other than prescribed form will not be considered.

1.03 EARNEST MONEY:

1.03.1 Before submitting the offer the tenderer shall deposit an amount of Rs. _____ as Earnest Money with the, AO (-----) RVPN, ----- either in cash or by crossed Bank

Draft Payable in the name of AO (-----), RVPN, ----- and obtain a receipt thereof. No other mode of deposit shall be accepted.

1.03.2 Any tender not accompanied by a copy of the receipt for depositing Earnest Money in cash / Crossed Bank Draft or exemption certificate / vendor registration certificate or certificate stating that the tenderer is a Central/ Government undertaking/ Corporation/ Company shall be rejected and the tender will not be opened.

1.03.3. In case of unsuccessful tenders, the Earnest Money will be refundable on production of the original receipt within a fortnight after finalisation of the tender. In case of successful tenderers the Earnest Money will be adjusted in arriving at the amount of the Security Deposit referred in the General Conditions of Contract on the request of the firm and remaining security deposit if any, would be furnished either in cash or in the form of bank guarantee (if BG is furnished for full amount, EMD shall be refunded).

1.03.4 Request for adjustments/ proposals for acceptance of Earnest Money deposit (if any), already lying with the RVPN in connection with some other tenders/ orders shall not be entertained.

1.03.5 No interest shall be payable on such Deposits.

1.03.6 The Purchase authority reserves the right to forfeit Earnest Money Deposit in circumstance, which according to him indicate that the tenderer is not earnest in accepting/ executing any order placed under the specification.

1.03.7 The following categories of tenderers .are exempted from payment of earnest money:

(i) Firms registered with the respective wings/offices under the scheme for registration of firms/contractors on furnishing in original or Photostat copy duly attested by Notary Public regarding registration with the name of item for which registered. If the tenderer is not registered for the material under tender enquiry, he would not be entitled for exemption from earnest money.

(ii) Central/State. Government undertaking/Corporation/Company.

1.04 RECEIPTS AND OPENING OF TENDERS:

1.04.1 Sealed covers, in which the tenders are enclosed shall be delivered in the office of the -----(Name of purchase officer) not later than 2:30 PM Indian Standard Time (unless otherwise specified) on the date specified in the notice inviting the tender. Tenders shall not be accepted after the time and date fixed for receipt of tenders.

The tenders (techno-commercial bid) will be opened in the office of the ----- (Name of purchase officer) at 3:00 PM Indian Standard Time on the prescribed date in the presence of such tenderers or their authorised representative, who choose to be present.

1.04.2 Should the date fixed for receipt & opening of the tenders be declared as a public holiday, the tenders shall be received and opened on the day on which office re-opens after such holiday(s) on the timing as indicated above.

1.05 VALIDITY OF OFFERS:

Tenders shall be valid for a minimum period of 120 days from the date of opening of Techno-Commercial bids. Tenders mentioning a shorter validity period than specified are likely to be ignored.

1.06 SIGNATURE OF TENDERER:

The tender must contain the name, designation and place of business of the person or persons making the tender and must be signed and sealed by the tenderer with his usual signatures. Tender by a partnership firm must be furnished with the full names of all the partners and be signed with the partner's name by one of the member of partnership or by authorized representative indicating the signatures and designations of the person or persons signed with the legal entity of the Corporation/ Companies by the Chairman or by the Secretary or by other person or persons authorized to bind the Corporation/ Company in the matter. The tenderer should sign the tender form at each page at the end.

1.07 CAPACITY TO MANUFACTURE AND SUPPLY:

In case the Purchaser desires to examine and inspect through his representative(s) the works of the tenderer or his associate, necessary facilities for the same shall be timely arranged by the tenderer.

1.08 PRICES :

1.08.1 The rates/ prices quoted shall be 'variable' without any ceiling until & unless specifically asked by the purchaser to quote firm prices. The price variation shall be claimed as per Price variation formula specified in Section-III of the Specification. In case 'IEEMA'/CACMAI changes the applicable formula for price variation for any item and issues guidelines for adopting the same during pendency of the contract, the new formula and guidelines shall become applicable. Such price variation shall be applicable only on Ex-works prices. No variation shall be applicable on freight and insurance charges.

1.08.2 All rates/ prices must be quoted for delivery F.O.R. destination any where in Rajasthan. Unless otherwise specifically indicated in the schedule of prices, requirement and desired deliveries, the material will be required to be despatched by Road transport to any destination(s) in Rajasthan. In the event of purchaser exercising his option to get the material by any other mode of Transport, no adjustment in respect of difference in freight between Road Transport & any other mode of transport shall be permitted unless otherwise mutually agreed upon specifically.

1.08.3 The rates/ prices quoted shall include the following:-

- (i) Ex-works prices including packing & forwarding charges.
- (ii) Excise duty including cess.
- (iii) Central/State Sales Tax (VAT).
- (iv) Freight including unloading charges at site and levies thereof, if any.
- (v) Insurance charges
- (vi) Any other taxes, if applicable

1.08.4. The tenderer must quote the prices in the manner described in schedule of prices (schedule-IV) filling all the columns i.e. ex-works price, excise duty, Sales tax(CST or VAT as applicable), freight including unloading charges at site & levies thereof, if any and insurance charges separately failing which, tender is liable for rejection. The rates/ prices shall be entered in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leaves room for any doubt.

1.08.5 The supplier should take into consideration the following provisions while filling the price bid in schedule IV.

1.08.5.1 The bidder shall quote the prices after considering the provisions of Modvat/Cenvat benefit.

1.08.5.2 'Entry Tax under Rajasthan Tax on Entry of Goods into Local Areas Act, 1999 is payable on FORD prices on certain items purchased from outside Rajasthan. RVPN is registered under Section-11 of Rajasthan Tax on Entry of Goods into Local Areas Act, 1999, having certificate of Registration No. RET/1421/N/0315. As such amount of Entry Tax shall be borne and paid to Government of Rajasthan by RVPN.

The supplier shall quote prices exclusive of entry tax. In order to arrive at comparative position of prices, the Entry Tax shall be loaded as per applicable rate of quoted FORD prices in respect of firms which are supplying material from outside Rajasthan.

Any variation in rate of Entry Tax within stipulated delivery schedule shall be to RVPN's account. However, any increase in rate of Entry Tax beyond stipulated delivery schedule shall be to the supplier's account and equivalent amount shall be deducted from supply bills.

1.08.5.3 The tenderer shall quote only single price/rate for the quantity offered by the tenderer. The offers with prices of the materials quoted in slab basis and/or with any conditional discount on any account viz payment, quantity etc liable to be rejected.

1.08.5.4 In case the bidders quote rate of any existing tax/duty higher than the maximum prevailing statutory rate, his bids shall be evaluated at corrected rate of tax/duty i.e. the maximum prevailing statutory rates and accordingly order shall be placed with correct rate of tax/duty.

1.08.5.5 In case bidder quotes taxes/duties "not applicable" or "Zero" or "NIL" or "-" or indicates the rates lower than the maximum applicable rate/concessional rate against any prevailing taxes/ duties, the bidder shall absorb the taxes/duties upto maximum applicable rate..

1.08.5.6 In case bidder quotes any tax/duty inclusive in the ex-works price and does not indicate the applicable rate of tax/duty then no variation in tax/duty shall be allowed and all the statutory variation in tax/duty shall be to bidder's account.

1.08.5.7 In case bidder quotes any tax/duty inclusive in the ex-works price and also indicate the applicable rate of tax/duty lower than maximum applicable rate against any prevailing taxes/ duties, the bidder shall absorb the taxes/duties upto maximum applicable rate.

1.08.5.8 VARIATION IN TAXES/ DUTIES WITHIN CONTRACTUAL COMPLETION PERIOD :

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 completion period shall be to RVPN's account and all taxes/duties shall be paid at actuals. However, supplier shall have to furnish supporting document(s) in the form of gazette notification for approval before claiming any upward variation.

1.08.5.9. VARIATION IN TAXES/DUTIES AFTER EXPIRY OF CONTRACTUAL COMPLETION PERIOD :

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 to adhere to the stipulated delivery schedule shall have to be borne by the supplier. However any reduction in financial liability due to abolition of existing taxes/duties or revision in the effective rates of taxes/duties after expiry of stipulated completion period shall be passed to RVPN, For this purpose, the net increase in financial liability shall

be worked-out with reference to the rates prevailing on last day of the stipulated completion period.

1.09 APPLICABLE FOR VARIABLE PRICE CONTRACT:

1.09.1 The base date for price variation shall be the date as indicated in Section-III of the specification irrespective of date of bid opening. In case any bidder quotes the base date different than indicated in the specification in that case the bid of the bidder will be evaluated considering the base date indicated in the specification. However in case such bidder appears at L-1 position and the order is placed on the bidder then the base date whichever is beneficial to Nigam i.e. indicated in the specification/quoted by the bidder will be considered for allowing PV to such bidder.

1.09.2 The basic cost (the price quoted/confirmed) applicable for claiming price variation shall be the date prevailing on the first day of Calendar month which shall be determined in the manner prescribed hereunder.

1.09.2.1 When the material is offered within stipulated delivery schedule.

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, which ever is beneficial to the Nigam.

1.09.2.2. When the material is offered after expiry of stipulated delivery schedule

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.

1.09.2.3 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.

1.09.2.4 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.

1.09.3 No representation from successful tenderer for enhancement of rates, deviation in terms & conditions once accepted within the validity period of his offer will be considered.

1.09.4 The bidders quoting 'firm' prices (when asked to quote variable prices) are likely to be ignored.

1.10 APPLICABLE FOR FIRM PRICE CONTRACT (only in case specifically asked by the purchaser)

1.10.1 The rates/ prices shall be quoted in the manner as indicated at 1.08.2,1.08.3 & 1.08.4 & 1.08.5.

1.10.2 The rates/ prices quoted shall be firm in all respects and independent of any variations in any of the of the following:-

- (i) Cost of raw materials
- (ii) Duties and taxes on raw material (s)
- (iii) Exchange Rate
- (iv) Labour Charges
- (v) Transportation Charges
- (vi) Insurance Charges

1.10.3 The material will be required to be despatched by Road transport to any destination(s) in Rajasthan. In the event of purchaser exercising his option to get the material by any other mode of Transport, no adjustment in respect of difference in freight between Road Transport & any other mode of transport shall be permitted unless otherwise mutually agreed upon specifically.

1.10.4 No representation from successful tenderer for enhancement of rates, deviation in terms & conditions once accepted within the validity period of his offer will be considered.

1.11 SALES TAX:

Rajasthan Rajya Vidyut Prasaran Nigam Ltd., is registered dealer under Rajasthan Sales-Tax Under RST and Central Sales Tax Act under TIN No.08032105436 and is entitled to concessional rate of Central/ State Sales Tax (VAT) as per rules in force.

1.12. QUANTITIES:

1.12.1 The quantities indicated in the accompanied schedule (s) are only provisional and the purchase authority reserves the right to revising the same at the time of placing the order. The purchase authority also reserve the right to drop the tender enquiry or to reduce the tendered quantity to any extent at its discretion..

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

1.12.3 Minimum quantities: The bidder shall quote for minimum 20% (Twenty percent) of the N.I.T. quantity as appearing in Pre-qualifying Requirement. The bidders submitting bid under Clause No.5.0 "Collaboration with Manufacturer" shall quote for maximum 10% of the NIT quantity.

1.13 DELIVERY:

The time being the essence of the Contract, the tenderer should agree to the deliveries indicated in the Schedules appended with the specification. However the purchaser reserve the right to amend the delivery schedule at the time of placement of order with the consent of the bidder.

1.14 DRAWINGS:

- 1.14.1 Wherever required, 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 the specification shall be furnished along with the tender.
- 1.14.2 Notwithstanding anything contained in sub para (a) above, the tenderer may also furnish such drawing which according to him are desirable for the material/ equipment offered.
- 1.14.3 The purchaser may require the drawings as furnished by the tenderer to be modified to suit the requirements of the specification. The approval of final drawings shall be necessary and binding and the supplies shall conform to the same.
- 1.14.4 The tenders not containing the documents in support of qualifying requirement, confirmation on commercial terms & conditions and guaranteed technical particulars & drawings (if required) as per Section-III in terms of above clauses are liable to be rejected.
- 1.14.5 The _____ (purchase officer) may revise or amend the specification and timings for bid opening prior to the date notified for opening of the tenders. Such revision or amendment, if any will be communicated to all the tenderers as amendment or addenda to this invitation of the tender.

1.15 SAMPLES:

Wherever required in Section-III of the Specification the tenderer 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 tenderers 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 tenderers from the office/ stores of the purchaser at his cost.

1.16 GENERAL:

- 1.16.1 Purchase of a copy of the specification by the tenderer is essential for the consideration of his tender. Only one tender will be accepted against each copy of the specification purchased. This specification is not transferable. The value of tender form once sold will not be refunded under any circumstances.. The tenderer possessing more than one factory at different location shall not submit offers with different rates/same rates for each of his factories against one tender form purchased by him. In such an event, the tender/tenders is liable to be rejected. In case the tenderer desires to submit offer with different rates for each of his factories separately, he will have to submit separate tenders for each of his factories and independently comply with all the tender conditions including tender fee, E.M.D., etc. for each of his offer failing which, all such offers are liable to be rejected.
- 1.16.2 The supplier shall treat the details of the specification and other tender documents as private and confidential and they shall not be reproduced without the written authorization of the purchaser.
- 1.16.3 The purchaser does not bind himself to accept the lowest or any tender or any part of the tender and shall not assign any reason(s) for the rejection of any tender or a part thereof.
- 1.16.4 Modification and withdrawal of Bids :
- 1.16.4.1 The fact of submission of tender to the purchaser shall be deemed to constitute an agreement between the tenderer & the purchaser whereby such tender shall remain

open for acceptance by the purchaser and tenderer shall not have option to withdraw his bid after its submission.

1.16.4.2 The bidder may modify its price bid on lower side after the bid's submission provided that written notice of the modification is received by the purchase officer prior to the deadline prescribed for submission/opening of techno-commercial bid.

In case bidder modifies the price bid after bid submission and prior to the dead line prescribed for bid submission/opening of techno-commercial bid, then the original bid shall not be returned and both the price bids(original & modified) of the qualified bidder shall be opened. The bidder is allowed only to reduce as lump sum amount or percentage below originally quoted rates.

1.16.4.3 The bidder's modification notice shall be prepared, sealed, duly marked as "modified bid" and despatched in accordance with the provisions of clause 1.02.

1.16.4.4 No price bid may be modified subsequent to the dead line for submission/opening of techno-commercial bid.

1.16.4.5 Withdrawal of bid after its submission and modification of a price bid after opening of the techno-commercial bid & during validity period of the bid may result in the rejection of the bid and bidder may also be debarred from submission of tenders to RVPN at least for one year besides forfeiting his earnest money deposit.

1.16.4.6 If the tenderer is notified during the period of validity of tender that his bids/ tender is accepted by the purchaser, he shall be bound by the terms of agreement constituted by his tender and such acceptance thereof by the purchaser ,until formal contract of the same tender has been executed between him and purchaser in replacement of such agreement.

1.17.1 The successful tenderer shall have to execute the contract documents/ agreement for the proper fulfillment of the contract. He shall furnish such executed stamped agreement (in triplicate) free of charge at his cost to the purchaser as per clause No. 1.06 of GCC.

1.17.3 In case of orders placed by MM and PPM&R wings, the payment shall be made on completion of contractual formalities and against receipted challans duly verified by the concerned consignee(s) and other documents furnished directly to Sr. Accounts (CPC), RVPN, Jaipur.

SECTION -II

RAJASTHAN RAJYA VIDHYUT PRASARAN NIGAM LTD

GENERAL CONDITIONS OF CONTRACT

Notwithstanding anything contained to the contrary in the specification or tender 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 **RVPN**. 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 Vidyut Prasaran Nigam Ltd. represented by Chairman & Managing Director and shall include their legal personal

representative, successors and assignees. The “RVPN” “Owner” or “Customer” shall mean the “Purchaser”.

- 1.1.3 The “Tenderer” shall mean and include one or more persons or any firm or any company or body in-corporate who has submitted the tender in response to “Invitation of Tender”.
- 1.1.4 The “Contractor” shall mean the tenderer whose tender has been accepted by the “Purchaser” and shall include the tenderer’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 “CMD” shall mean the Chairman & Managing Director, Rajasthan Rajya Vidyut Prasaran Nigam Ltd., Jaipur.
- 1.1.7 The “Engineer” shall mean the Chief Engineer, Addl. Chief Engineer, Dy. Chief Engineer, Superintending Engineer, Rajasthan Rajya Vidyut Prasaran Nigam Ltd. or other Engineer or Officer for the time being or from time to time duly authorised 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:-
1. Invitation of tender
 2. Instruction to tenderers.
 3. Tender form including schedule of prices
 4. Earnest Money Deposit.
 5. Letter of Intent and its acknowledgement
 6. Performance Guarantee / Manufacturer Warranty.
 7. Formal Work Order.
 8. Guaranteed Test Performance and Penalty
 9. General Conditions of Contract
 10. Special Instructions.
 11. Site Conditions
 12. Specification, specific conditions, schedules and drawings.
 13. Addenda which may hereafter be issued by the purchaser to the contractor in the form of letter and covering letters and schedule of prices as agreed between the contractor and the purchaser.
 14. 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 materials 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 tender 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. The contract price/value of order shall include the basic cost of equipment at manufacturer's works, test charges, excise duty, sales tax etc. at the time of order, and freight & insurance charges up to the stores.
- 1.1.19 "Purchase order/Work order" shall mean the purchaser's letter 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 the formal written agreement in accordance with Clause 1.6.
- 1.1.20 "Consignee" shall mean and include the Asstt. Controller of Stores and/ or any other officer/ official of the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. 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 the "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 are assigned to them in the Indian Sale of Goods Act (No. III or 1930) failing that in the Indian Contract Act (Act IX of 1872) and failing that in the General Clause Act 1897.
- 1.1.27 'Purchase/Purchasing Officer' shall mean the officer competent to place purchase orders after sanction of competent authority/committee.

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 fulfillment 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 tender 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 to 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 otherwise obtained from the purchaser or the Engineer shall not in any way relieve the contractor from his responsibility for the supplying 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.

1.4 COMPLETENESS OF EQUIPMENT

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 TENDER FORM AND ACCEPTANCE OF TENDER:

1.5.1 Each tenderer must prepare and submit his tender strictly according to the procedure laid down in the instructions to tenderer annexed herewith. The tenderer may, if he deemed it essential, submit in the envelope with his tender short and concise memorandum or any letter accompanying the tenders as to form part of the tender. Any tenderer wishing to submit descriptive matter for consideration must enclose it in a separate envelope marked and addressed in the same manner as the tender with the addition of the word "descriptive matter".

1.5.2 The purchaser is not bound to accept the lowest tender or any tender or assign any reason for the rejection of a tender. The purchaser also reserves the right to either call for fresh tenders or to accept either the whole or a part of tender.

1.5.3 VENDOR'S REGISTRATION SCHEME (Excluding Turnkey Projects):

1.5.3.1 RVPN has formulated a scheme for vendor's registration, which provide for registration of manufacturers for supply of particular stores item, material, equipment, instrument etc. after taking permanent deposit of prescribed amount in cash as well as in the form of Bank Guarantee. Registration of vendors shall be subject to prior assessment of their financial status/standing, capability and capacity to manufacture equipment, testing facilities etc. The registered vendors shall be exempted from furnishing earnest money and security deposit required against the NITs floated/orders placed by various authorities of the RVPN in respect of the item for which they are registered. However the suppliers registered under category 'A' shall be eligible to participate in the NITs for any item. Such vendors (category-A) shall be exempted from furnishing earnest money and security deposit against NITs floated/orders placed for all

the items. However incase of forfeiture as per rules full normal Earnest Money and/ or Security deposit shall be forfeited.

1.5.3.2 The vendor registration scheme does not confer any right upon the registered vendors for consideration of their techno-commercial bid for price bid opening. Only on meeting prescribed qualifying requirements and acceptance of techno-commercial terms & conditions set out in specification, their price bid shall be opened.

1.5.3.3 For details of vendor registration scheme, see purchase manual on web site www.rvpn.co.in or www.rajenergy.com.

1.6 CONTRACT DOCUMENTS AND AGREEMENTS:

1.6.1 The Order placed under the 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 _____ Jaipur (Rajasthan) only. For the due fulfillment of the contract, the supplier shall execute an agreement, in triplicate, in the prescribed form on non-judicial stamp paper of appropriate value as per stamp duty applicable in Rajasthan or of equivalent value as applicable in the State from where Non-Judicial stamp paper purchased. 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 stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement form along with 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 Annexure
3. Instruction to tenderers (SECTION - I)
4. General Conditions of Contract of the specification (SECTION-II)
5. Terms and conditions of the specification (SECTION-III)

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 tender has been accepted by the purchaser all orders or instructions to the contractor shall except as herein otherwise provided be given by the purchase officer in writing on behalf of the purchaser.

1.6.4 Any tender, 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 tender, 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 equipments 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 Standard 875 unless otherwise specified in the technical specification.
- 1.8.3 Structural parts and equipment shall be designed to resist lateral inertia forces developed in each corresponding mass center due to seismic ground motion. The structural parts and their anchorages shall be designed on the basis of the conventional acceleration method. The lateral inertia forces will be determined from the expression:
- $$F=CW$$
- 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 India Standard IS 1893 (latest edition) unless otherwise specified in the technical specification.
- 1.8.4 The contractor shall provide adequate guards for all couplings by wheels and other moving parts which could be considered as a safety hazard, safety sentinel and relief valves are to be locked or piped in such a manner as to safeguard personnel and property.
- 1.8.5 All safety devices shall be in accordance with the prevailing statutory regulations and requirements.
- 1.8.6 Special attention shall be given to the design arrangement and assembly of all equipment to ensure ease of maintenance and renewal of part.

1.9 STANDARD:

- 1.9.1 The equipment covered by specification shall, unless otherwise specified be built to conform to the requirements of relevant standards issued by any of the following and the tenderer 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 1956 wherever applicable
 3. Appropriate National Standard Specification of the country of Manufacture on approval by the purchaser.
 4. Indian Boiler Regulation Act.
 5. Other Standards approved by Purchaser.
- 1.9.2 The equipment conforming to any other national standard which ensures equivalent quality may be acceptable by purchaser/ Engineer at his discretion. In such cases the tenderer shall clearly indicate the standard adopted and furnish a copy of the English translation of the standard along with the tender.
- 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 the equipment fails to meet the guaranteed performance figures, the purchaser reserves the right to reject the equipment.
- 1.9.4 The tenderers are requested to tender for their standard equipment as far as possible, provided it meets the service requirement mentioned in the specification.
- 1.9.5 Should the tenderer 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 in prescribed schedules and submit complete justification supported by

information, drawings etc. as it 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 purchase officer

1.9.7 THE ELECTRICITY ACT 2003:

All the supplies covered by the contract shall be in accordance with the Electricity Act, 2003 with the latest amendments and the Indian Electricity Rules, 1956.

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 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 contractor 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 purchase officer's letter of intent, the contractor shall submit to the consulting engineers as well as to the purchase officer, the following drawings of plant, and technical data for approval as per distribution schedule attached with the specification:-

(i) Dimensional general arrangement/ outline drawing 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) Schematic drawings of all wirings, connections and interlock diagrams showing the points where connections have to be made by the purchaser.

(v) Necessary structural and other calculations and data required for approval.

1.12.2 RVPN'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 drawing 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 RVPN Engineer/ consulting engineers and resubmit within two (2) weeks of receipt of comments in the same manner as stated in the distribution schedule. The RVPN Engineer/ 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. 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.

- 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 which 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 along with 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 ERECTION, DRAWING AND INSTRUCTION MANUAL:

The contractor shall submit to the engineer & purchase officer 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, and 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:

- 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 tender, the spare parts required for three (3) years satisfactory operation and maintenance of the offered equipment and should furnish the manufacturing drawings of the spare parts, which the particular company is not manufacturing. The contractor shall also recommend item wise, spare part 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.
- 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.
 - (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 other sources.

1.15 INTERCHANGEABILITY OF PARTS:

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

1.16 SPECIAL TOOLS AND TACKLES:

- 1.16.1 The tenderer shall provide to the purchaser one complete and unused set of all special tools, and tackles free of cost for every three set of ordered quantity which are necessary 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 equipment for which they are intended.

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 atmosphere 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 through out the design and special consideration shall be given for parts subjected 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 and apparatus required for the completion of the supply which have not been specifically mentioned in the specification or tender offer but which are usual or necessary for the equipment.

1.17.3 PATENT AND RIGHTS :

The supplier shall indemnify and keep indemnified the purchaser against liability of any nature or kind including the cost and expenses for the order on account of any copyright or secret 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 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 equipments 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 color.

1.20.2 All metal parts not accessible for painting shall be made of corrosion resisting metal. All finished surfaces subject to rust 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/ SUPPLIES:

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 forth with 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 an 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 variations 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 shall 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:

The progress report of supply / works shall be submitted in such a form and manner as required by the purchase officer.

1.23 DELIVERY AND TIME FOR COMPLETION:

(a) The delivery schedule as mentioned in purchase order should be strictly adhered by the supplier. The date for the purpose of reckoning the delivery to the consignee in case of despatches by railways 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 recovery for delay in delivery for all the equipments/material (except EHV transformer, tower and structure material), provided that the material is received within 10days 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, However in case of EHV transformer of capacity 50MVA and above and for the tower and structure materials, this period shall be 30 days from the date of GTR in respect of despatches made from outside state and 15 days from the date of GTR in respect of despatches made from within state. In case of EHV transformer(s) of below 50MVA capacity this period shall be 20days from the date of GTR in respect of despatches made from outside state and 10days from the date of GTR in respect of despatches made from within state. Beyond, the above specified period, the date of receipt of material by the consignee at his store 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 shall be accepted. 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 periods equal to the period of deferment including notice period(s) shall be allowed. For deferment period the price variation shall be allowed as per price variation clause if so provided in the purchase order. In case deferment extends beyond a period of three months then the supplier shall have option to get the order cancelled for the balance unsupplied quantity by giving one month notice. In such case the order for the balance quantity shall be cancelled by the purchaser without any financial liability beyond the date of issue of deferment notice by the RVPN.

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 fail 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 MM wing or project related orders placed by PPM&R Wing for delay in delivery / execution @ 1/4th percent per week or part thereof for first four weeks and thereafter 1/2% per week or part thereof subject to a maximum of 5% of delayed/unexecuted supply/works. In case of orders placed by other wings of RVPN , recovery shall be effected for delay in delivery/ execution @ 1/2% per week or part thereof subject to a maximum of 10% of delayed / unexecuted supply / works. The amount of recoveries will be worked out on the basis of ex-works price on the date on which delivery was due without including taxes, duties and freight etc. In cases where Ex-works prices have not been indicated then the recovery shall be worked out on the basis of FORD 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 expiry of scheduled delivery period for the total ordered quantity, the order may be cancelled with levy of the maximum penalty as per contract. However the

supplies after expiry of schedule delivery period for the total ordered quantity may be availed by the purchase officer at his discretion.

Note: The bidders who are defaulters for 25% or more quantity for more than six months or any quantity for more than 12 months in making the supplies against order placed as on the date of technical bid opening of subsequent tender beyond the overall delivery period for the total ordered quantity, the bid of such bidders will not be considered for opening of price bid.

- (b) The adjustment in regard to the amount recoverable, if any, in terms of clause 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 RVPN and/ or in any other manner as may be deemed appropriate by the purchaser.
- (c) Any additional financial liability due to increase in rate of existing taxes/duties and introduction of new taxes and duties arising consequent upon failure of the supplier to adhere to the stipulated delivery schedule shall have to be borne by the supplier. However any reduction in financial liability due to abolition of exiting taxes/duties or revision in the effective rates of taxes/duties after expiry of stipulated completion period shall be passed to RVPN. For this purpose, the net increase in financial liability shall be worked-out with reference to the rates prevailing on last day of the stipulated completion period.
- (d) 'Entry Tax' under Rajasthan Tax on Entry of Goods into Local Areas Act, 1999 is payable on FORD prices on certain items purchased from outside Rajasthan. RVPN is registered under Section-11 of Rajasthan Tax on Entry of Goods into Local Areas Act, 1999, having certificate of Registration No. RET/1421/N/0315. However any increase in the rate of Entry Tax beyond stipulated delivery period shall be to the supplier's account and an amount equivalent to increase shall be deducted from the supplier's bills.

1.25 FORCE MAJEURE CONDITIONS:

If at any time during the contractual delivery/ completion period 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 (herein after referred to as 'Events') then provided, notice and adequate proof of the production/ dispatch 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 resume, 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 or his duly authorized representative shall have at all reasonable times access to the contractor's premises of works and shall have the power at all reasonable time to inspect the drawings 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 or for his duly authorized 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 tenderer shall state in his tender the places of manufacture, testing and inspection of various equipments 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 at least 15 days in advance through notice(s) about the readiness of material for dispatch, 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 dispatch. 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 or material is found not conforming to provisions of purchase order/relevant ISS/ Governing technical specifications/ GTP & thus rejected by the inspecting officer, an amount Rs. 3,000/- only for the supplier's work located in Rajasthan and an amount of Rs. 10,000/- only for the supplier's works located outside Rajasthan will become payable by the supplier on this account to the concerned Sr.Accounts Officer/Accounts Officer (), RVPN, ----- . The supplier will deposit the amount with the concerned Sr.Accounts Officer /Account Office (), RVPN, ----- immediately under intimation to the purchasing Officer failing which the amount will be recovered from financial holds of the supplier.
- 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(s) 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 authorized representative to accomplish such testing.
- 1.27.6 The purchaser reserve 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 manufacturer of the testing instruments or any Govt./ Govt. approved / Govt. recognized NABL / ILAC accredited laboratory 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 dispatched 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 dispatch, 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 () / HOD shall be final and binding.
- 1.27.12 The purchaser also reserves the right to get the material/ equipment tested in any recognized 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.
- 1.27.13 The acceptance of any quantity of material on the basis of inspection report/waiver of inspection, will in no way relieve the supplier of his responsibility for meeting all the requirement of the specification and will not prevent subsequent rejection of such material if they are later found to be defective.
- 1.27.14 Where the value of stores to be purchased is Rs 50 lacs and above, the supplier shall provide the following facilities to the inspecting officer(s):
- (i) Suitable accommodation to the Inspecting Officer(s) of RVPNL.
 - (ii) Local conveyance between arrival point, place of stay, works & departure point.

NOTE:

1. The firm shall assist in arranging return ticket & reservation on the request of the Inspecting Officer(s) for which payment shall be made by the Inspecting Officer(s).
2. In case of joint inspection, single or shared double room accommodation shall be provided.

1.28 TEST CERTIFICATE(S):

The test certificates shall be furnished as per provision of ' PRE QUALIFICATION REQUIREMENTS'

1.29 ACCEPTANCE OF PLANT FOR DESPATCH:

When all tests to be performed in the contractor's or subcontractor'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 the Guarantee Period of the equipment specified in clause no. 1.40.2 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 contractor 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 attaching, lugs for lifting shall be provided and all packages shall be clearly marked with signs showing up and down side of boxes and handling and unpacking instructions as considered necessary. Special precaution shall be taken to prevent rusting of steel and iron parts during transit by sea, gas seals or other methods proposed to be adopted for protection against moisture during transit shall be subject to the prior approval of the Engineer.
- 1.30.5 The cases containing easily damageable material shall be very carefully packed and marked with appropriate caution symbols i.e. FRAGILE HANDLE WITH CARE, USE NO HOOK, ETC.
- 1.30.6 Each bale or package delivered under the contract shall be marked by and at the expense of the contractor and such marking must be distinct (all previous irrelevant marking being carefully obliterated). Such marking shall show the description and quantity of contents, the name of the consignee and address, the gross weight of the package, the name of the contractor with a distinctive number of mark sufficient for purposes 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 and 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 to the stores due to improper and insecure packing.

1.31 DESPATCHES:

(A) DESPATCH OF INDIGENOUS PLANT:

- 1.31.1 Equipment/ material shall be dispatched at the consignee stores/destinations any where in Rajasthan as per dispatch instructions (if any shall be issued by the Engineer) as per clause 1.29.
- 1.31.2 Notification of delivery or dispatch in regard to each and every consignment shall be made to the purchaser immediately after dispatch or delivery. The supplier shall further supply to the consignee a priced invoice and packing account of all stores, delivered or dispatched 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.

1.31.4 In case due to urgency the material is lifted from firms works in departmental (RVPN's) vehicle then freight & Insurance charges shall not be payable.

(B) SHIPMENT OF IMPORTED PLANT:

1.31.5 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.

1.31.6 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.

1.31.7 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.

1.31.8 After shipment is effected, the following documents shall be forwarded direct to the purchaser by the first and second registered airmail:

- (a) Bill of lading in original and two non-negotiable copies.
- (b) F.O.B. invoices in six triplicate for customs purpose.
- (c) Packing list in six copies.
- (d) Certificate of origin in triplicate.
- (e) Acceptance Certificate by the purchaser in triplicate.

1.31.9 When the equipment is imported, the manufacturer is to intimate at least two (2) months in advance the size of over dimensioned packages to enable RVPN 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 dispatch 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 dispatched 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 bank guarantee 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 has 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 1.24 above.
- 1.32.7 If the supplier/ contractor has not incurred the cost towards insurance charges, the same shall not be paid. When the material is supplied by the suppliers without insurance cover, utmost care should be taken by the consignee while receiving and verifying consignment before endorsing acknowledgement of receipt of material on the challans /bills. In such cases the quoted insurance charge or otherwise 0.2% of the FORD price shall be recovered.

1.33 DELIVERY, CUSTOMS, OCTROI, TAXES & DUTIES ETC DURING STIPULATED DELIVERY/COMPLETION PERIOD:

- 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 site /railway station / inclusive of packing any where in Rajasthan. The contract price shall also include the test charges, excise duty & sales tax at the time of order.
- 1.33.3.1 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.
- 1.33.3.2 Any upward or downward variation in the effective rate of existing taxes/duties or change in financial liability due to introduction of new taxes/duties or abolition of existing taxes/duties within stipulated completion period shall be to RVPN's account and all taxes/duties shall be paid at actual. However suppliers shall have to furnish supporting document(s) in the form of gazette notification for approval before claiming any upward variation.
- 1.33.3.3 In case bidder quotes taxes/duties "not applicable" or "Zero" or "NIL" or "-"or indicates the rates lower than the maximum applicable rate/concessional rate against any prevailing taxes/ duties, the bidder shall absorb the taxes/duties upto maximum applicable rate..
- 1.33.3.4 In case bidder quotes any tax/duty inclusive in the ex-works price and does not indicate the applicable rate of tax/duty then no variation in tax/duty shall be allowed and all the statutory variation in tax/duty shall be to bidder's account.
- 1.33.3.5 In case bidder quotes any tax/duty inclusive in the ex-works price and also indicate the applicable rate of tax/duty lower than maximum applicable rate against any prevailing taxes/ duties, the bidder shall absorb the taxes/duties upto maximum applicable rate.

1.33.3.6 'Entry Tax' under Rajasthan Tax on Entry of Goods into Local Areas Act, 1999 is payable on FORD prices on certain items purchased from outside Rajasthan. RVPN is registered under Section-11 of Rajasthan Tax on Entry of Goods into Local Areas Act, 1999, having certificate of Registration No. RET/1421/N/0315. As such amount of Entry Tax shall be borne and paid to Government of Rajasthan by RVPN. Any variation in rate of Entry Tax within stipulated delivery period shall be to RVPN's account.

1.33.4 VAT / CENTRAL SALES- TAX:

(a) The payment of Value Added Tax/ Central Sales Tax shall be made only on furnishing the following certificates which may be affixed on the bills preferred of the material supplied.

VAT / CENTRAL SALES TAX CERTIFICATE:

- (i) Certified that the goods on which Central sales-tax/ VAT has been charged have not been exempted under the Central Sales Tax Act / Value Added Tax Act and that the charges on account of Central Sales Tax/ VAT on these goods are correct under the provisions of the relevant act or the rules made there under and that in case of supplies against regular contract, the relevant contract also includes a specific provisions that the Central Sales Tax/ VAT is payable by the Rajasthan Rajya Vidyut Prasaran Nigam Ltd. , Jaipur
- (ii) Certified further that we _____ are registered as dealers in the state of _____ under registration No. _____ for the purpose of Central Sales-tax / Value Added Tax.
- (b-1) "C" form(s) as per Central Sales-Tax Act will be issued by the Accounts Officer (SSPC), RVPN, Jaipur to the supplier on his request as per time period specified in rules or on completion of the entire supplies under order and on furnishing the copies of the relevant invoices, receipted challans and Purchase Order together with the above declaration certificate.
- (b-2) Rajasthan State Government (finance Department) vide Gazette Notification No.F.12(63)FD/TAX/2005-27 dated 28.4.2006 has allowed concession in applicable rates of VAT w.e.f. 01.04.2006 for sale to or purchase by Rajasthan Rajya Vidyut Prasaran Nigam Limited for exclusive use in the generation, transmission or distribution of electric power to the extent to which the rate of tax exceeds 4% against following certificate. This certificate shall be issued by the Purchase Officer on furnishing the following details (1) copies of receipted challans, (2) copy of VAT invoice (3) Purchase Order.

CERTIFICATE

I------(name)------(designation)------(name of the company)-----
do certify that the goods purchased from Shri/M/s-----having registration
No. (TIN)-----amounting to Rs.------(in words also)-----vide
VAT invoice No.-----dated-----have been purchased by M/s-----
------(name of the purchasing company) for the purpose of exclusive use by it in the
generation, transmission or distribution of electric power.
(seal of the duly authorized officer of the company)

Place:-----

Date: -----

Designation of the authorized
Officer of the company

(c) In no circumstances, certificate for VAT and “C” form shall be issued along with letter of acceptance/ purchase order and shall not be demanded by the supplier through bank on presentation of the despatches documents.

(d) In case the VAT/ Central Sales Tax assessment of the supplier becomes due before completing the entire supplies against the order, certificate for VAT and C form(s) for the supplies made shall be issued on specific request of the supplier made at least 15 days before the due date of VAT /Central Sales Tax assessment on fulfilling the requirement of sub-clause(s).

(e) The VAT certificate / ‘C’ form shall be issued in the name of the supplier in whose favour the Purchase Order has been placed by RVPN.

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 site testing will be to supplier’s account and material shall be replaced by supplier at site, free of cost.

1.35 TESTS ON COMPLETION:

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

1.36 REJECTION OF DEFECTIVE PLANT:

1.36.1 If the complete plant or any portion thereof, before it is taken over is found defective or fails to fulfil the requirements of the contract, the Engineer shall give the contractor notice setting forth 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 requirement 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 reasonable 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 in the original contract,

such extra cost being ascertained by the difference between the price paid by purchaser under the above mentioned provisions, for such replacement and the contract price for the plant so replaced and also to repay any 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 as complete and satisfactory, except that this shall not be construed 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 or his obligation under the contract.

1.37 LATENT DEFECTS:

1.37.1 Any equipment or part thereof that develops defect not disclosed prior to the final acceptance by the purchaser but within the performance guarantee period specified in clause 1.40.2 shall be promptly replaced by the supplier free of charge and all expenses for 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 or 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 within 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 so to do by the purchaser, at the purchaser's expenses 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 commercial 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 forces at the date of contract relating to the question of the 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, materials and/or workmanship;
- (b) The equipment shall operate satisfactorily and reliably and the performance and efficiencies of the several equipment shall not be less than the respective guarantee values.

1.40.2 The contractor/ supplier shall guarantee among other things the followings:-

- (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 or 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, its/ their operation under service conditions for a period of 12 months from the date of commissioning or 18 months from receipt of last consignment at site, whichever is earlier, show that the material/ plant/ equipment does not meet these guarantees as aforesaid. In case of Transformers including station transformers, C&R panels, Capacitor banks, Vacuum interrupter of 36KV & 12KV (Vacuum Circuit Breakers only),

measuring and testing equipments, meters, Battery Set, Battery Charger, D.C. Board, L.T. Panel and Relays the performance guarantee period would be as under:

Sr. No.	Name of items	Guarantee period
1	Transformer(s) including Station Transformer(s), C&R Panel(s) and Measuring & Testing equipment(s)	36 months from the date of receipt of last consignment at site or 30 months from the date of commissioning whichever is earlier.
2	Capacitor Bank(s), Vacuum Interrupter(s) for 36KV & 12KV Vacuum Circuit Breakers, Meter(s) and Relays	60 months from the date of receipt of last consignment at site or 54 months from the date of commissioning whichever is earlier.
3	Battery Set, Battery Charger D.C. Board and L.T. Panel	24 months from the date of receipt of last consignment at site or 12 months from the date of commissioning whichever is earlier.

The purchaser may 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 guarantees of equipment to the satisfaction of the purchaser. All expenses in this connection shall be borne by the supplier.

The replacement/ rectification shall be carried out in accordance with clause No. 1.32 (4 to 6).

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 Rajasthan State Non-Judicial Stamp Paper of appropriate value or of equivalent value as applicable in the State from where Non-Judicial stamp paper is purchased in the proforma prescribed. Such warrantee shall be attested either by a First Class Magistrate or by Notary Public.

1.41.2 (b) In case the contractor/ supplier chooses to exercise option under clause 1.42.5 (ii and v), a bank guarantee in prescribed proforma from any nationalised /scheduled bank in India for an amount equivalent to 5% of Contract Value for established supplier at the discretion of purchase officer otherwise 10% of the contract value on the Rajasthan State Non-Judicial Stamp Paper of appropriate value or of equivalent value as applicable in the State from where Non-Judicial stamp paper is purchased duly authenticate by a 1st Class Magistrate or Notary Public or directly confirmed by the issuing banker shall be furnished. Such guarantee shall be valid for a period, specified in clause No. 1.40.2.

Note:-The established suppliers are those suppliers who have successfully executed three tenders in past of same item in RVPN.

1.41.3 The supplier shall have to extend the validity period of the bank guarantee if required on intimation from the purchaser along with three months grace period. Such bank guarantee should remain valid up to 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 services 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 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 for six (6) months from the date of such replacement or renewal or until the end of the guarantee period of the equipment as specified in clause no. 1.40.2, 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.
- 1.41.6 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 (-----) shall be final and binding.
- 1.41.7 All replacements 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 authorized 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 paragraph 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.

NOTE: (i) Bank guarantee from the firms located outside Rajasthan may be accepted on the non- judicial stamp paper of Rajasthan or stamp paper of their State of appropriate value provided a declaration be given by such firm that the Bank guarantee is duly stamped as per stamp law applicable in that concerned State.

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 (whichever is applicable).
- 1.42.2 In case of the variable price, the price- variation will be allowed as per price- variation formula given in the technical specification/ section –III of specification and as per the procedure laid down at clause no. 1.09.07 of " Instructions to tenderer" ,

1.42..2 PRICE VARIATION

- a. Price Variation (PV) payment in a contract, wherever applicable, is released to the contractor / supplier on submission of bill along with documentary evidence in support of movement of relevant indices. The contractor is also required to submit the Price Variation claims alongwith authenticated indices and relevant documents so that payable/recoverable amount, on this account if any, is regularly paid / adjusted from other payments due to the contractor/ supplier.
- b. In case of downward movement of indices, a situation is often encountered that contractor/ supplier does not come forward with PV bills/calculation, apprehending considerable recovery on this account. In order to have a check on such occurrences, concerned purchase officer shall keep a close watch on the movement of indices governing contract price adjustment and make constant follow up with the contractor/supplier for submission of bills/calculation (irrespective of whether PV is positive or negative). In case the contractor/supplier fails to submit details despite reminder issued at an interval of 15 days after the initial demand, then in case of negative PV adhoc amount ~~as~~ shall be provisionally worked out. on the basis of applicable indices and the payment to that extent shall be retained/ deducted from the payments due to the contractor/supplier.
- c. In order to ensure that price variation claims are furnished by the contractor/suppliers, the 10% payments against supply of quantity included in the last lot as per the contractual delivery schedule be made after the complete claim for price variation against the order is furnished by the contractor/supplier and cleared by the purchase officer.

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 tender.

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 authorized 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 and 90% payment in case of others plus 100% taxes & duties, if payable extra, shall be made against receipted challans, subject to completion of the contractual formalities incorporated in the purchase order

(ii) 5% or 10% payment, as the case may be, after ascertaining satisfactory performance of the material/ equipment for the Guarantee Period of the equipment as specified in clause 1.40.2 or as per applicable guarantee period 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 5% or 10% payment may be considered to be released after expiry of 30 days from receipt of material by consignee.

(iv) In case the request of the successful tenderer for furnishing a performance bank guarantee from the nationalised/ scheduled bank equivalent to 5% or 10% of the contract value in the prescribed proforma is accepted by the purchase officer in that case the balance 5% or 10% payment can be considered for release earlier.

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 tenderer for releasing 100% value of the equipment with full amount of taxes/ duties etc. against presentation of receipted challans is accepted by the purchase officer, subject to furnishing of performance bank guarantee and security deposit bank guarantee or composite bank guarantee in prescribed proforma for a value agreed to between the purchase officer 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 with the supplier and the amounts due to be withheld or the bank guarantees shall not be released till the claims are satisfactorily settled by the supplier.

(c) As the Bank Guarantee is to remain valid for the entire currency of the contract including the currency of the contract guarantee period, the supplier should get validity of the Bank Guarantee suitably extended, on the advice of purchase officer for the amount so as to safeguard the RVPN's interest to cover any extension in the delivery period or guarantee / warranty period or where any claim of the RVPN against him is still pending.

(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 RVPN 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 got made good by the supplier.

Alternatively, the RVPN 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:

1.42.9.1 In case of orders placed by MM and PPM&R wings, the payment shall be made on completion of contractual formalities and against receipted challans duly verified by the concerned consignee(s) and other documents furnished directly to Sr. Accounts Officer.

1.42.9.2 The invoices shall be correctly prepared in six copies in the name of consignee(s) , and shall be submitted to consignee, who will verify all the copies of invoices/ challans 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, MM / PPM&R wing and concerned Circle Accounts Officer. Remaining two copies of receipted challans and invoices (including original challan /bill) will be forwarded to Sr. Accounts Officer (CPC), RVPN, Jaipur for arranging the payment to the supplier.

1.42.9.3 The payment of material supplied shall be made by the Sr. Accounts Officer (CPC), RVPN, Jaipur on submission of Bill as per procedure in clause no. 1.42.9.2 along with all required documents.

a) For claiming 100% payment, completion of following formalities is essential:

i) Execution of Contract agreement.

ii) Inspection Clearance.

iii) Despatch Instructions.

iv) Acceptance of SBG or Proof of vendor registration in relevant class.

- v) Acceptance of PBG.
- vi) Furnishing of manufacturer's Warranty on non judicial stamp paper of appropriate value 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.

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

- (a) Sales tax 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 authorized representative of the purchase officer (Inspector's clearance report be enclosed). The inspections for such items have been specifically waived by the purchase officer vide letter No. _____ dated _____

(c) A certificate/ undertaking to the effect that proof of excise duty 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) A telegraphic/ Fax intimation about the despatch of material/ equipment shall be given to the consignee(s) and the concerned Accounts Officer.

1.42.9.5 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 atleast 7 days in advance of the date of the booking to enable him to arrange necessary funds.

1.42.9.6 The supplier shall intimate to the bank to convey the details of the consignment(s) to the concerned Accounts Officer in case of payment claims through Bank..

1.42.9.7 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.

1.42.9.8 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.

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 purchaser duly supported by a certificate of the Engineer. The purchaser will take all possible effort to make payment to the contractor within thirty days after receipt of duly verified challans / receipt / bill in the office of paying authority and completion of contractual formalities. 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:

1.44.1 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.

1.44.2 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 RVPN. In case, where the amount of recoveries against a firm/ supplier exceed its financial hold, the RVPN 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 despatch 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 or 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 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 CORRESPONDENCE:

1.47.1 The purchaser/engineer/ consulting engineer shall ordinarily correspond with the tenderer/ contractor at the address furnished by the tenderer/ contractor. The tenderer/ contractor shall ordinarily address all correspondence intended for the purchase to the purchaser or representative who has invited tender at the address given in the tender 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, despatch instructions, contract drawings, test certificates, etc. should be addressed to the purchase officer.

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

1.49 ENGINEER'S DECISION:

- 1.49.1 In respect of all matters which are left to the decision of the Engineer or consulting Engineer as the case may be including the granting or withholding of certificates, the Engineer shall give in writing a decision thereon.
- 1.49.2 If the contractor neglects to execute the work with due diligence and expedition or refuse 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 seize and take possession and have free use of all materials, tackles 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 and 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 of the incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be balance 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 or bankruptcy or being a corporation commences to be wound up except for reconstruction purpose or carry on his business under a receiver, the executors, successors or other representatives in law of the state of the contractor or any such receiver, liquidator or any person to whom the contract may become vested, shall forthwith give notice thereof in writing to the purchaser and shall for one (1) month, during which he shall take all reasonable steps to prevent stoppage of the work, have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining relieve unexecuted provided however that nothing above said shall be deemed to relieve the contractor or his successors of his or their obligations under the contract under any circumstances. In the event of stoppage of the work, the period of the option under this clause shall be fourteen (14) days only. Provided that, should the above option be not exercised, the contract may be terminated by the purchaser by notice in writing to the contractor and the same power and provisions reserved to the purchaser in clause 1.4 in the event of taking the work out of the contractor's hand shall immediately become operative.

1.50.2 At any stage after tendering, the purchaser shall deal with the 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 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 purchases of the material not supplied from elsewhere at the risk and cost of the tenderer/ 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 any one 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 by the purchaser. 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 be settled by the purchaser in such manner and on such evidence of information as he 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 erection 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 expenses within the guarantee period.

1.55 BREAK CLAUSE:

1.55.1 The purchaser shall in addition to his power under other clause to determine this contract, have power to terminate his liability there under at any time by giving three (3) months (or such shorter period as may be mutually agreed) notice in writing to the contractor if purchaser's desire to do so and upon the expiration of the notice period 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, and
 - (iii) To terminate on the best possible terms, such orders for materials and parts brought out in a partly manufactured or 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, and

(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 to 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 that total price 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 order or sub-contract, in the event of 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 purchaser, 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 contract 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 RVPN to settle the old disputed purchase cases where the firm(s) do not agree with the RVPN'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 of, the case with full details shall be put-up before CMD level committee for decision.

1.56.3 For settlement firm shall furnish in writing their representation indicating the details of disputes/grievances along with requisite settlement fee either in cash / Demand Draft in favour of A.O (____), RVPN, Jaipur, within a period of six months after receiving communication from MM/ Purchasing Authority giving rise to cause of disputes/grievances. The representation received beyond a period of six months shall not be entertained without the specific approval of CMD. Appeal against any decision of settlement committee can be filed within three months from date of conveying such decision to the firm.

The requisite fees for various committees are as under :

- (i) CE Level Settlement Committee : Rs. 1000/- (Cases upto 5 lacs)
- (ii) CMD Level Settlement Committee: Rs. 5000/- (Cases above 5 lacs)
- (iii) For Review of case of CE/CMD level settlement Committee by CMD Level Settlement Committee: : Rs. 7500/-

1.57 CONSTRUCTION OF CONTRACT:

The contract shall in all respect be deemed to be and shall be constructed and shall operate as an 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 (SSPC/TLPC), Rajasthan Rajya Vidyut 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 SECURITY DEPOSIT:

1.59.1 In order to secure/ assure due fulfillment of the contract, successful tenderer (s) on receipt of a preliminary acceptance letter/ detailed order as the case may be shall furnish within 15 days a security deposit equivalent to 2% (two percent) of the order value by way of crossed/ bank draft with A. O (____), RVPN, _____ as stated in the purchase order or alternatively security Bank Guarantee equivalent to 2% of order value can be furnished in the prescribed proforma. The Security bank guarantee shall continue to be valid till the expiry of three months from the date of receipt of last consignment in stores/ site. The registered Vendor with Nigam are exempted from furnishing security deposit for specified items. However incase of forfeiture as per rules full normal Earnest Money and/ or Security deposit shall be forfeited.

1.59.2 Unless otherwise specifically required to be retained/ forfeited by the purchaser the security deposit shall be refundable on request of the supplier after three months of completion of the entire supplies to the satisfaction of the purchaser.

1.59.3 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 security deposit furnished by the supplier.

1.59.4 No interest shall be payable on such deposits.

Note:- (i) Bank guarantee from the firms located outside Rajasthan may be accepted on the non- judicial stamp paper of Rajasthan or stamp paper of their State of appropriate value provided a declaration be given by such firm that the Bank guarantee is duly stamped as per stamp law applicable in that concerned State.

1.60 PRICE FALL CLAUSE:

1.60.1 The "Price Fall Clause" will be applicable w.e.f. the date of opening of the 'Price-Bid' of the subsequent tender.

1.60.2 The price fall clause shall be as under:

- (a) In case delivery schedule is already over, pending supplies against previous order will be accepted at the price lower of the two i.e. prices payable as per provision of the old contract minus recovery due to delay in delivery or the prices payable under subsequent tender as per the provision of the subsequent tender and the tenderer agrees to it. If he is not agreeable, supply shall not be taken and the order for the balance supply shall be cancelled as per provisions of the purchase order.
- (b) When delivery schedule is not over if any previous successful tenderer has also participated in the subsequent tender enquiry and accepted the lower rate as received in the price bid of subsequent tender then pending supply against previous order shall be taken at such lower rate as is received in the subsequent tender.
- (c) If the supplier has not participated or participated in the subsequent tender but he is not agreeable to supply the balance quantity at lower rate received in the subsequent tender, the balance supply against previous order shall be acceptable to the extent of ordered quantity as per delivery schedule up to three months from the date of opening new tender (price bid) on the following conditions.
 - (i) The rate will be as per the purchase order against which supplies are to be made within the delivery schedule.
 - (ii) The back log, if any, of supplies according to delivery schedule on the date of opening of 'price bid' of the subsequent tender shall be acceptable on charging recovery for delay in supply beyond contractual delivery as per clause 1.24 (a)(i), if leviable under the circumstances.
 - (iii) No supply in excess of quantity as per the delivery schedule during the 3 months period after opening of price bid of the subsequent tender shall be acceptable in any circumstances. No preponment of original delivery schedule will be made.
 - (iv) 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 the subsequent tender

Note (a) If subsequent tender is decided on differential rates and a firm has also participated in subsequent tender, the price fall clause would be applicable, if the same firm has accepted lower price in the subsequent tender.

(b) In case, firm has not participated or not agreed to lower rates in subsequent tender, then price fall clause would be applicable with respect to highest differential price, decided under new tender, provided this highest price is lower than firm's previous updated price minus recovery due to delay in delivery.

(c) Price fall clause shall not be applicable based on the rates received in Company other than RVPN. In other words, price fall clause shall be applicable based on subsequent rates received within RVPN only.

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

1.60.3 The following items are excluded from the price fall clause

- (a) 132kV and above transformers including auto power transformers.
- (b) Control and relay panel.
- (c) Circuit breaker.
- (d) EHV current transformer.

In respect of above items which are excluded from the 'price fall clause' in case lower Prices are received in the subsequent tender, the supply of above items shall be obtained as per the prices and provisions of previous purchase order upto the

scheduled delivery period of total ordered quantity. Thereafter supply may be obtained at the discretion of the purchaser.

1.61 CONTACTING THE PURCHSER

a. From the time of bid submission to the time of contract award if any bidder wishes to contact the tender accepting authority, tender inviting authority or tender scrutiny authority, in any matter related with bid, he shall do so in writing,

b. Any effort by the bidder to influence the concerned authority/ committee in its decision on bid evaluation, bid comparison or contract award will result in the rejection of bidder's bid.

c. Notwithstanding anything contained above, the tender accepting authority, tender inviting authority or tender scrutiny authority may seek bonafide clarification(s) from tenderer(s) relating to tender(s) submitted by them during the evaluation of bid.

1.62 REPEAT ORDER:

Repeat order may be considered with prior consent of the supplier under special circumstances where the need is urgent or to cut down the lead-time in procurement. The rate/price in the repeat order shall be the same as in the original order.

1.63 CANCELLATION OF ORDER:

Purchaser reserves the right to cancel the order at any time for non-compliance and/or non-execution /delay of supplies by the supplier.

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD.,

TENDER FORM/ SCHEDULE OF PRICE

(Must be filled by the tenderer and returned with the tender)

The _____ (_____)
 The Superintending Engineer (_____)
 The Executive Engineer (_____)
 The Assistant Engineer (_____)
 RVPN

With reference to your invitation to tender against specification No. _____ we agree to supply _____ our prices are given as follows:-

S. No	Particulars of material	Quantity offered	Unit Ex-works price in Rs.	Excise duty including Cess charges @ ___%	CST/ VAT @ ___%	Freight (Per unit) in Rs.	Insurance (per unit) In Rs.	Unit FOR destination price in Rs. (4+5+6+7+8)	Total FOR destination price in Rs. (3x9)
1	2	3	4	5	6	7	8	9	10

1. The prices are variable with base date as _____ .
 (to be filled by RVPN)

2. Bidder shall not quote any deviation in this price schedule, if quoted shall be ignored.

(Signature)
 Name & Designation
 With seal of the tenderer

(Must be filled in by the tenderer and attach with Technical Bid-Part.I)

The _____ (_____)
 The Superintending Engineer ()
 The Executive Engineer ()
 The Assistant Engineer ()
 RVPN

With reference to your invitation to tender against Specification No _____, we agree to supply the following quantity.

S. No.	Particulars of material	Tendered Quantity	Quantity offered
1	2	3	4

1. The offer is valid for a period of 120 days from the date of opening of this tender.
2. The prices are variable with base date as _____ .
(to be filled by RVPN)

Yours faithfully,

(signature)
 Name & Designation
 with seal of the firm

SCHEDULE-V

Statement of guaranteed technical particulars and other performance datas for supply of Material/ Machinery/ T&P etc. against specification No. _____

S.No.	Particulars of technical & other performance datas guaranteed

Certified that we agree to all aforesaid guaranteed technical particulars and other performance datas except following:-

S.No.	Particulars of technical & other performance datas	Reasons for deviations/ departure

(Signature)
Name & Designation
With seal of the tenderer.

SCHEDULE –VI(A)

DEVIATION(S) FROM TECHNICAL SPECIFICATION (TN NUMBER:-----)

The tenderer shall state in this schedule the deviation(s) from the Purchaser’s technical specification:-

S.No.	Deviations from Technical Specification

- (1)** Certified that we agree to all technical specification of the NIT except for the deviation to the extent indicated above.
- (2)** The technical deviation(s), if any, quoted any where in the tendered documents shall be null & void.

(Signature)
Name & Designation
With seal of the tenderer.

**DEVIATION(S) FROM COMMERCIAL TERMS & CONDITIONS OF THE SPECIFICATION
(TN NUMBER: -----)**

The tenderer shall state in this schedule the deviation(s) from the purchaser's specification in respect of commercial terms & conditions :-

S.No.	Clause No.	Deviation from specification
1	2	3

- (1) Certified that we agree to all commercial terms & conditions the specification except for the deviations to the extent indicated above.
- (2) The commercial deviation(s), if any, quoted any where in the tendered documents shall be null & void.

(Signature)
Name & Designation
With seal of the tenderer.

SCHEDULE – VII**LIST OF PAST SUPPLIES**

The tenderer shall state in this schedule material and equipments, similar to those offered in the tender previously supplied by him. A list shall be given of such orders executed by him together with information regarding the names of purchasing organisations, quantities supplied and when the supplies were effected. This list should be in form given below:-

S. No.	Detailed particulars of items supplied	Order No. & Date	Name & details of purchasing authority	Qty.		Date of Completion	Remarks
				Ordered	Supplied		
1	2	3	4	5		6	

Note:- Separate schedules are to be furnished by the tenderer for past supply to the erstwhile RSEB/RVPM and other State Electricity Boards / other Departments/ Organizations.

(Signature)
Name & Designation
With seal of the tenderer.

SCHEDULE-VIII

FORM FOR INDICATING THE DELIVERY (DELIVERY SCHEDULE)

PART – A

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

S. No	Particulars of Material	Scheduled Delivery Period with Quantity

(To be filled by RVPN)

We confirm to supply the material as per above delivery schedule.

Signature
Name & Designation
With seal of the tenderer.

Note: In case the above delivery schedule is not acceptable, the supplier shall indicated his delivery schedule hereunder.

Signature
Name & Designation
With seal of the tenderer.