

(A Government of Rajasthan Enterprise)

**Registered Office** 

C89-90, Lal Kothi Scheme, Janpath Jaipur (Rajasthan)India Ph.:+91-141-2743734. 2743934

Fax: +91-141-2743735

CIN No.: U14109RJ1949SGC000505

PAN No: AAACR7857H

GSTIN No. 08AAACR7857 H1Z0

Corporate Office

4, Meera Marg, Udaipur – 313 001

Ph.:-91-294-2428768, 2428763-67 Fax:+91-294-2428768, 2428770, 2428739

e-mail naveengupta.rsmml@rajasthan.gov.in

website: www.rsmm.com

### TENDER DOCUMENT

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e- TENDERS ARE INVITED FOR THE WORK OF DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF NITROGEN INJECTION FIRE PROTECTION SYSTEM (NIFPS)

AND

# HEALTH /CONDITION MONITORING & REPAIR WORKS OF EHT & HT TRANSFORMERS ALONGWITH ALLIED WORKS AT OUR JHAMARKOTRA MINES.

| S. | Description  | Date                                      | Time                  |  |
|----|--|---|-----------------------|--|
| N. |  |   |                       |  |
| 1  | Publishing Date                                    | 24.07.2018                                | 5.55 p.m.             |  |
| 2  | Document Download/Sale Start Date                  | 24.07.2018                                | 6.00 p.m.             |  |
| 3  | Document Download /Sale End Date                   | 27.08.2018                                | 6.00 p.m.             |  |
| 4  | Bid Submission Start Date                          | 31.07.2018                                | 10.00 a.m.            |  |
| 5  | Bid Submission Closing Date                        | 27.08.2018                                | 6.00 p.m.             |  |
| 6  | Techno-Commercial Bid Opening Date                 | 28.08.2018                                | 3.30 p.m.             |  |
| 7  | Submission Demand Draft / Bankers cheque/          | 27.08.2018                                | Upto 6.00 p.m.        |  |
|    | Bank Pay Orders of Tender Document Fee,            |   |                       |  |
|    | Processing Fees and Bid Security                   |   |                       |  |
| 8  | Price Bid Opening Date                             | Will be intimated later on to the techno- |                       |  |
|    |  | commercially qualified bidders            |                       |  |
| 9  | Websites for downloading tender                    | www.rsmm.com,                             |                       |  |
|    | documents/ corrigendum etc.                        | http://eproc.rajasthan.gov.in             |                       |  |
|    |  | http://sppp.rajasthan.gov.in/             |                       |  |
| 10 | Website for submission of tender/bid (only online) | http://eproc.rajasthan.gov.in             |                       |  |
| 11 | Tender Document Fees                               | Rs. 1180/- in favour of "Rajasthan State  |                       |  |
|    |  | Mines & Minerals Limited" payable at      |                       |  |
|    |  | Udaipur                                   |                       |  |
| 12 | RISL Processing Fees                               | Rs. 1000/- in favour of "MD RISL" payable |                       |  |
|    |  | at Jaipur                                 |                       |  |
| 13 | Bid Security                                       | Rs. 1,44,000/- (Rs. 10                    | 0000/- + Rs. 44,000/- |  |
|    |  | )in favour of "Rajast                     | than State Mines &    |  |
|    |  | Minerals Limited" paya                    | ıble at Udaipur       |  |
|    |  |   |                       |  |

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website: www.rsmm.com

# e\_TENDER NO. RSMM\_CO\_MM\_NIT\_12\_2018-19\_Dated 24.07.2018

## **NOTICE INVITING e-TENDER**

e- Tenders in Two bids (Techno Commercial bid & Price bid) are invited from competent suppliers for following-

| Description   | BID<br>SECURITY<br>(Rs.) | Due date of opening      |
|---|--------------------------|--------------------------|
| PART-I: WORK OF DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF NITROGEN INJECTION FIRE PROTECTION SYSTEM (NIFPS) ALONGWITH ALLIED WORKS ON 4 NOS. TRANSFORMERS OF 2 NOS. 10MVA & 2 NOS. 12.5 MVA CAPACITY INSTALLED AT OUR JHAMARKOTRA MINES AS PER TERMS & CONDITIONS MENTIONED IN TENDER. | 1,00,000/-               | 28.08.2018<br>at 3.30 pm |
| PART-II: WORK OF HEALTH /CONDITION MONITORING AND REPAIR WORKS OF EHT & HT TRANSFORMERS ALONGWITH ALLIED WORKS AT OUR JHAMARKOTRA MINES AS PER TERMS & CONDITIONS MENTIONED IN TENDER.  | 44,000/-                 |                          |

For more details, visit us on web site <u>www.rsmm.com</u>, <u>www.eproc.rajasthan.gov.in</u>, <u>www.sppp.rajasthan.gov.in</u> or contact Sr. Manager (MM) at the above address.

(B.S. Gupta) Gr. Gen. Manager (MM)

# e\_TENDER NO. RSMM \_CO\_MM\_NIT\_12\_ 2018-19 Dated 24.07.2018 The tender document consists of following:

| General         | Instruction for preparation & submission of tender and  |  |
|-----------------|---|--|
| General         | General Conditions of e-Tender  |  |
|                 |   |  |
| Annexure-I      | General Information about the tenderer  |  |
| Annexure – II   | Undertaking towards non suspension/non- banning.  |  |
| Annexure - III  | Undertaking towards acceptance of specifications, all terms & conditions of tender.   |  |
| Annexure –IV    | Declaration for Registration under MSMED Act 2006   |  |
| Annexure – V    | Details of taxes & duties offered in the price bid  |  |
| Annexure-VI -a  | <b>Part-I of tender-</b> Checklist to Specifications/Technical details for the work of Design, supply, installation, testing & commissioning of Nitrogen Injection Fire Protection System (NIFPS) alongwith allied works. |  |
| Annexure-VI -b  | <b>Part-II of tender-</b> Checklist to Specifications/Technical details for the work of health /condition monitoring and repair works of EHT & HT transformers alongwith allied works.                                    |  |
| Annexure - VII  | Declaration by the tenderer   |  |
| Annexure - VIII | Details of past experience  |  |
| Annexure - IX   | Proforma of PDF sheet for the Prices of recommended mandatory & Insurance spares for the NIFPS system to be kept as spare.  |  |
| Annexure - X    | Proforma of Bank Guarantee  |  |
| Annexure- A     | Compliance with the Code of Integrity and No Conflict of Interest.  |  |
| Annexure-B      | Declaration by the Tenderer regarding Qualifications.   |  |
| Annexure- C     | Grievance Redressal during Procurement Process and Form No. 1.  |  |
| Annexure- D     | Additional Conditions of Contract.  |  |

# Instructions for preparation & submission of e-Tender and Conditions of e-Tender:

# 1.0 Instructions for preparation & submission of tender:

- i) Tender shall be submitted online only through e-procurement portal of GoR i.e. <a href="https://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>.
- ii) No physical/offline Tender/bid shall be accepted.
- iii) Bid Security and Tender Document Fee shall be in the form of Demand Draft / Bankers Cheque drawan in favour of "Rajasthan State Mines & Minerals

**Limited" payable at Udaipur** and shall be submitted to the office of the GGM(MM), 4-Meera Marg, Udaipur upto schedule date and time as above.

- iv) **Processing Fee** shall be in the form of Demand Draft / Banker Cheque drawan in favour of " **MD RISL**" **payable at Jaipur** and shall also be submitted to the office of the GGM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above.
- v) Conditional tenders and casual letters sent by the bidders will not be accepted.
- vi) Bidders are requested to read the instruction in the Tender Document/Bid before submitting the Tender/BID online.
- vii) The Tender Document is not transferable.
- viii) Bidders who wish to participate in this tender will have to be registered on http://eproc.rajasthan.gov.in. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
- ix) Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are:
  - 24X7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593. E-mail-support-eproc@nic.in. Local Help Desk Number 0141-4022688. 9.30 a.m. to 6.00 p.m. on all working days. email: eproc@rajasthan.gov.in,. Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg, C-Scheme, Jaipur.
- x) Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e-Procurement Cell, RISL.
- xi) Bidder shall submit their offer on-line in electronic formats both for technocommercial and financial bid, however DD/Banker Cheque for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of GGM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of DDs/ BCs should also be uploaded along with the online Bid.
- xii) Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- xiii) Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-tendering process.
- xiv) All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Company shall not be responsible for any interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed.

- xv) Bidders shall have to upload the legible/readable bid documents online through e-proc portal in the "covers" as below/prescribed in the document in PDF/jpg format.
- xvii) In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following annexures are enclosed:
  - **a)** Annexure-A- Compliance with the Code of Integrity and No Conflict of Interest.
  - **b)** Annexure-B- Declaration by the Bidder regarding Qualifications.
  - **c)** Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.
  - **d)** Annexure-D- Additional Conditions of Contract.

### **COVER-A**

- a) Scanned Copies of Demand Draft / Bankers Cheque/ Bank Pay Orders towards Tender document Fees, Bid Security and processing fees.
- b) Scanned copy of sealed & signed tender document towards acceptance of terms and conditions.
- c) General profile of tenderer as per annexure-I
- d) Undertaking towards non suspension/ non banning as per annexure-II, Undertaking towards acceptance of all terms & conditions of tender as per annexure-III.
- e) Registration details as per MSMED Act, 2006 as per annexure-IV.
- f) Details of taxes & duties offered in price bid as per annexure-V.

### **COVER-B**

- a) Check-list to Specifications for the tendered jobs as per annexure-VI,a & annexure-VI,b (as the case may be).
- b) Declaration by tenderer as per annexure-VII
- c) Copies of work orders, installation reports etc in support of pre-qualification criteria of tender clause no. 6.0 as per details in annexure-VIII.
- d) Confirmation that you have offered prices of spares required for NIFPS system in PDF sheet as per annexure-IX. Prices are not to be mentioned in Technocommercial bid.
- e) Sealed and Signed copies of Annexure-A, Annexure-C, Annexure-D and Duly Filled, Sealed and Signed Annexure-B.

### **COVER-C**

- Price Bid in xls format (BOQ).
- In PDF sheet to be enclosed with BOQ, Format given at annexure-IX (Not to be furnished in part-I of tender) Price of recommended mandatory & Insurance spares for the NIFPS system which are required to be kept as spares.

### 2.0 SUBMISSION & OPENING OF TENDERS:

The online submission of bids on the e-procurement portal i.e.<u>http://eproc.rajasthan.gov.in</u> within the specified date and time will be the sole responsibility of the Tenderers. In case the date of opening of bids happens to be a holiday, then the bids shall be opened on the next working day.

Tenderers are requested to ensure submitting their tender online on e-procurement portal only and furnishing Demand Draft / Bankers Cheque/Bank Pay Orders towards tender document fee/Bid Security/ Processing Fees offline to the office of GGM(MM) within the specified time & date of submission. Tenders in physical form (offline) will not be acceptable in any case.

Tenderers may note that they will not be able to submit their tenders online after the specified/ scheduled date & time of submission of bid document. Tenderers should also to ensure furnishing Demand Draft / Bankers Cheque/ Bank Pay Orders towards tender document fee/Bid Security/ Processing Fees to the office of GGM(MM) within the specified time & date of submission. Failing which, their online bids will not be opened.

### 3.0 SCOPE & SPECIFICATION OF SUPPLY:

1) <u>Part-I of tender-</u> Specifications/Technical details for the work of supply, installation, testing & commissioning of Nitrogen Injection Fire Protection System (NIFPS) alongwith allied works for all the four transformers are as per detailed specifications & scope of work mentioned in **Annexure-VI(a)**.

Tenderer is also requested to furnish the details of spares which are required on mandatory basis and details of spares which are required on insurance basis. Details of such spares are to be mentioned in annexure-VI(a) itself, however, prices are to be offered in Annexure-IX in PDF sheet with BOQ.

**Part-II of tender** Specifications/Technical details for the work of Specifications/Technical details for the work of health /condition monitoring and repair works of EHT & HT transformers alongwith allied works are as per detailed specifications & scope of work mentioned in **Annexure-VI(b)**.

### Note-

1) Bidders may quote for Part- I (NIFPS system) or Part II (health /condition monitoring and repair works of EHT & HT transformers) or for both.

There are 2 bays for supplying power. At a time one bay i.e. one 132 KV/33 Kv and one 33 KV/3.3 KV transformers will be switched off. After completion of job on one bay and its successful charging other bay will be switched off and will be made available for the work.

If both works are allotted to different parties, both parties will work with proper liaison following instruction of EIC in tandem.

- 2) The tenderer should specify the complete description, technical specifications, make/model etc in their proposal. Tenderers are advised to visit our site to assess the technical requirement and details of existing installation/system of on any working day, if required, to understand the complete scope of work. Please note that in case tenderer does not visit our site & submit the tender, it will be presumed that they have understood the work as per scope of work mentioned in tender & no claim on this ground will be entertained.
- 3) The details of desired specifications & technical details are given at annexure-VI (a & b). Tenderers are requested to give point wise confirmation of the same for the items they have offered.
- 4) The supplier shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedules, specifications and all other documents forming part of the contract and also to have satisfied himself as to the nature and character of the stores to be delivered under the contract.
- 5) Supplier shall arrange suitable training to our Engineer's & staff at site.
- 6) The supplier shall be entirely responsible for the performance of the contract in all respects according to the intent and meaning of the specification data.

# 4.0 QUALITY OF ITEMS & STANDARD APPLICABLE WARRANTY:

- i) The tenderer shall warrant that the items/system supplied under the contract/order will be new, unused and shall be free from all defects and faults in material & workmanship.
- ii) The items/system will be consistent with the established, recognized or stipulated standards for materials of the type ordered and in full conformity with the specifications, drawings or samples, if any.
- iii) The tenderer shall guarantee/warranty for the satisfactory performance of the complete items/system for a period of 12 months from the date of successful commissioning of the system/ repair & maintenance work. This warranty shall survive inspection and acceptance of the goods.
- iv) In the event of any defect in material, design and workmanship during the aforesaid period is found due to faulty material, design or poor workmanship, the defective part will be replaced/repaired by the tenderer at site free of cost within 30 days of intimation of warranty claims. The tenderer will be required to stock spare parts to take care of warranty failures. The guarantee/ composite warranty shall be submitted along with the bill. Tenderer will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective/rejected material will lie with the tenderer and the cost for such collection will have to be borne by the tenderer.

**5.0 DELIVERY BASIS & WORK COMPLETION PERIOD:** Terms of delivery shall be on f.o.r. Jhamarkotra Mines.

Tenderer is requested to offer the minimum possible work completion period for the complete scope of each work (at annexure VI-a & annexure VI-b) separately for both works as per the specifications, terms & conditions mentioned in tender. The work completion period will be commenced from the date of handing over the site by RSMML to bidder.

## 6.0 PRE-QUALIFICATION CRETERIA:

i) For Part-I of tender i.e. work of supply, installation, testing & commissioning of Nitrogen Injection Fire Protection System (NIFPS)-

The tenderer should have supplied & Installed NIFPS on at least one 10MVA or above capacity transformer and it should be in operation since at least last 2 years for protection of transformers. Tenderer will provide order copies, work completion certificates & latest operational status of the said works.

ii) For Part-II of tender i.e. work of health /condition monitoring and repair works of EHT & HT transformers.

The tenderer should have experience of carrying out repair & testing work of at least one transformer of 132KV,10MVA or above rating in past three years i.e. 2017-18, 2016-17 & 2015-16. Tenderer will provide order copies, work completion certificates etc.

The Techno-commercial suitability of the offers will be ascertained on the basis of pre-qualification criteria, documents submitted alongwith Part –I of the offer and/or the information gathered by the RSMML about the tenderer. The price offer of only techno-commercially qualified Tenderer(s) will be opened on a later date, which will be informed to qualified Tenderer(s) only . The decision of the Company shall be final and binding in this regard.

## 7.0 INSPECTION:

- i) RSMML shall have the right to inspect and/or to test the goods to confirm their conformity to the order.
- ii) The inspection may be carried out at consignee's end, which will be final and binding to both the parties. However, in case of PDI at Tenderer's / OEM's Works, final inspection will be at our end.
- iii) In case of rejection of any item, the same should be replaced, to meet specification requirements, by the tenderer at their own risk & cost. The inspection/test reports shall in no way release the tenderer from any warrantee or other obligations under this contract. All reasonable facilities and assistance including access to technical data, drawings etc. shall be furnished by the tenderer to the inspector at no charge.
- iv) In case of rejection of any item, the same should be replaced, to meet specification requirements, by the tenderer at their own risk & cost.

### 8.0 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of four months from the date of opening of Part - I tender, within which period the tenderer shall have no right to withdraw, amend or modify his offer. In case of withdrawal/ amendment/modification the bid security deposited by the Tenderer, as per clause No. 9.0 hereof, shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.

In case, tenderer, after issuance of communication of acceptance of offer by RSMML, fails to execute the contract as per the conditions of the contract, such an event will be considered as the tenderer calculated willful breach of the contract, the cost & consequence of which shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of Bid Security.

### 9.0 BID SECURITY:

a) The tenderer shall deposit interest free bid security alongwith the tender by Demand Draft/Banker's Pay order as under:

| S.N. | Particulars   | Bid Security (In Rs.) |
|------|---|-----------------------|
| 1    | In case participating for Part-I of tender-<br>Design, supply, installation, testing &<br>commissioning of NIFPS system.                          | Rs. 1,00,000/-        |
| 2    | In case participating for Part-II of tenderwork of health /condition monitoring and repair works of EHT & HT transformers alongwith allied works. | Rs. 44,000/-          |
| 3    | In case of participation for both the parts of tender   | Rs. 1,44,000/-        |

Further, tenderers shall deposit a sum Rs. 1180/- towards tender document fees and Rs. 1000/- towards processing fees by Demand Draft / Bankers Cheque/ Bank Pay Orders only to the office of GGM(MM) within the specified date & time. The details of furnishing such financial instruments are elaborated in clause no. 1.0. Payments through Cash, Cheque or Bank Guarantee will not be accepted.

Demand Draft / Bankers Cheque/ Bank Pay Orders for Tender Fees, Processing Fees and Bid Security should be submitted offline personally/post/courier) to the office of GGM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of Demand Draft / Bankers Cheque/ Bank Pay Orders should also be uploaded along with the online Bid. The tender document fees & processing fees are non-refundable.

### (c) The BID SECURITY shall be forfeited in case of:

- i. If tenderer unsolicited revises and/or modifies and/or withdraw and/or amend and/or cancel their tender at its own after submission of tender.
- **ii.** If it is established that tenderer have submitted any wrong information/forged document alongwith the tender or thereafter/ found indulge in unfair trade practices.

- **iii.** If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
- **iv.** If the tenderer does not submit the security deposit cum performance guarantee.
- **v.** If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure –A.
- (d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- (e) The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards bid security against this tender, however, the bid security originally deposited may be taken into consideration in case tender is re-invited. However, tender document fees and processing fees have to be furnished afresh incase of re-tender.

# 10.0 RELAXATION IN TENDER DOCUMENT FEES, BID SECURITY & SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- a) Tenderers offering in capacity of micro, small and medium enterprises of the State Rajasthan, having acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum as mentioned in Micro, Small and Medium Enterprises Development Act, 2006, issued by the competent authority facilitated, on furnishing of a self-attested copy of acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum, following relaxations will be provided-
- i) Tender document fees will be taken @50% of the prescribed total value of Tender document fees.
- ii) Bid Security will be taken @25% of the total value of Bid Security. In case of offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.
- iii) Security Deposit will be taken @ 1% of the total value of order.
- b) Incase of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt.,Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Bid Security.
- c) Except above, no exemption in respect of Tender Document Fee, Bid Security & Security Deposit (Performance Security) will be given to any party on any grounds (except considered by management on the merit of the case ) and their offer will be liable for rejection.

## **11.0 CONSIGNEE:** The consignees is:

Head & In-charge, SBU-PC (RP) or his authorized officer, M/s Rajasthan State Mines & Minerals Limited, Jhamarkotra Mines, via & District: Udaipur. (Rajasthan).

### 12.0 INDIAN / INTERNATIONAL STANDARD:

All specification mentioned in the tender documents are based upon Indian standards or equivalent and where no Indian standards exist the supplies should conform to International standards. All electric installations, equipment and switch gear shall have to conform to Indian Electricity Rules 1967 and as amended from time to time.

### 13.0 PATENTS:

Tenderers shall warrant that all offered items against the tender are and shall be free and clear of infringement of patent and copy right or trade mark prevalent, if any country.

### 14.0 TERMS OF PAYMENT & PAYING AUTHORITY:

- a) 100% payment within 30 days of Receipt, Acceptance & completion of scope of work at site i.e. Jhamarkotra Mines for the respective work.
- b) **Billing and Paying Authority:** The bill (in triplicate) alongwith the supporting documents duly verified by the consignee as to Delivery of stores will be submitted to respective consignee. The payment disbursing authority is: Head of Finance, RSMML, Jhamarkotra.
- c) Payment will be made through RTGS/NEFT in the supplier's account.

### 15.0 RSMMLS' RIGHT:

The Company reserves the following rights at its sole discretion without assigning any reason thereof:

- to reject any or all the tenders received.
- to accept a tender either for the total requirement or part thereof or to split the work in more than one tenderer & not to accept the lowest tenderer.
- to judge any offered work/ tender on technical grounds for its acceptance based on RSMML technical requirement.
- to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.
- to increase/decrease the quantity.
- to purchase the mandatory/insurance spares or not

The decision of the Company in above regards shall be final and biding on the tenderer. As a result of such change the Company will not entertain any claim whatsoever.

### 16.0 RATES:

- i) The price should be quoted on-line in Indian Currency strictly in Price Bid (BOQ) Cover C on f.o.r. destination basis. Prices in BOQ are to be quoted as per below-
- a. Row no. 1- Charges for the complete work of design, supply, installation, testing & commissioning of Nitrogen Injection Fire Protection System (NIFPS) alongwith allied works are as per detailed specifications & scope of work mentioned in Annexure-VI(a) for all four transformers including the prices of mandatory spares as per annexure-IX and as per terms & conditions mentioned in tender. Prices of insurance spares are not to be included.
- b. **Row no. 2** Charges for the complete the work of Specifications/Technical details for the work of health /condition monitoring and repair works of EHT & HT transformers alongwith allied works for all the transformers are as per detailed specifications & scope of work mentioned in **Annexure-VI(b) and** as per terms & conditions mentioned in tender.
- ii) Tenderer (s) are requested to offer prices strictly in the BOQ uploaded on the site. They should first download the BOQ from the site on their system and after filling it, the same BOQ should be uploaded on the e-procurement portal.
- iii) The quoted price shall be on F.O.R. destinations basis inclusive of basic price, Taxes, Duties, Levies, Packing, Forwarding, Transportation, Insurance, any other Delivery Charges etc. upto destinations. The quoted price will remain firm and fixed till complete execution of contract. Tenderers are advised to fill GST (IGST/CGST/SGST) rates in the BoQ considering its applicability on all heads mentioned in the BoQ.
- iv) Further, tenderers are advised to recheck the filled prices of each item to its correctness before uploading the BoQ on portal. RSMML will not entertain any claim after closing of due date.
- v) Tenderers are requested to leave the column of price blank in case they are not offering for any particular item. They are requested not to fill "Zero" in the said column in case they are not offering for such item.

# 17.0 PRICE VARIATION:

- i) The agreed price shall remain firm and fixed till the complete execution of the contract. Only variation on account of changes in Taxes & Duties by the Government bid will be considered on production of documentary proof.
- (ii) Save and except as aforesaid, the tenderer shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.

- (iii) Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the supplier. The supplier will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy, where credit is not available to RSMML, then company is free to deduct/recover/retain such amount from the bills of supplier or any other amount due to him/ or from Security Deposit, as the case may be.
- (iv) In case of reversal of Input Tax Credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, supplier is liable to pay all such dues to the company, failing which RSMML is free to deduct /recover/ retain such amount from the bills of supplier or any other amount due to him/ or from Security Deposit, as the case may be.
- (v) The bidder shall submit an undertaking with bills bearing GSTIN and HSN/SAC Code that " total GST has been deposited and returns have been filed for relevant tax period."
- (vi) In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid that "as on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filed by us."

# 18.0 NO COMPENSATION FOR ALTERATION OF DELIVERY SCHEDULE OR SUSPENSION OF SUPPLIES:

If at any time before commencement of the supply if the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the contract, shall give notice in writing of the same to the supplier and the supplier shall not be entitled for any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the supplier be entitled to any claim for compensation for rescheduling of delivery period.

## 19.0 DETERMINATION OF LOWEST BIDDER:

The lowest tenderer will be determined for each work separately on the basis of total calculated landed cost at our Jhamarkotra Mines including the basic price, Freight, Insurance and any other delivery charges etc. up to destination except GST and giving effect of direct/indirect tax/duties/levies imposed by Govt. of Rajasthan /Central Govt.

### **NEGOTIATIONS:**

i) Negotiations may be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.

- ii) In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- iii) In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.
- iv) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

### 20.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- i) As security for the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML Security Deposit cum Performance Guarantee of 10 % of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector /ICICI/HDFC/AXIS Bank (except state Bank of India) having its Branch at Udaipur, within 21 days from the date of LOA/PO on the stamp paper of appropriate value. The Bank Guarantee should be valid for a period of 6 months in excess of the contractual period.
- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the supplier either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full it's dues to the Company.
- iii) The Company is empowered to recover from the S.D. any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to un-satisfactorily performance or non fulfillment of any of the conditions of the tender/contract.
- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modification is made to the contract or any extension of the contract period is granted by RSMML.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the Supplier after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- vi) The said Security shall not in any way be construed as a limitation of the supplier's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and or as per the laws of the land.
- vii) Incase SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.25% (Zero Point Twenty Five Percent) of total Security Deposit amount subject to the maximum of Rs. 25000/- or as applicable at the time of submission of B.G.
- viii) S.D. should be sent to the office of GGM(MM), CO.

# 21.0 EXCEPTION & DEVIATION/ ACCEPTANCE OF ALL THE TERMS & CONDITION OF TENDER:

Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be ignored. However, in case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in Annexure- III. Deviations mentioned anywhere else in the offer shall be ignored without any consequences.

- a) Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.
- b) Deviations mentioned anywhere else in the offer shall be ignored without any consequences.
- c) Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear and signed by the tenderer. Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are signed by the tenderer.

### 22.0 STATUTORY OBLIGATIONS:

All the works shall be carried out following Indian electricity rules, act safety regulations and standards.

The tenderer shall carry out the work in accordance with all statutory obligations in line with all applicable Acts or any other laws or rules with statutory modifications thereof as are in force or as may be applicable during the currency of this contract.

## 23.0 COMPENSATION FOR DELAYED COMPLETION:

In the event of the supplier fail to deliver the stores as per agreed specifications in full/part as per delivery schedule, the Company shall be entitled at its option either:

- a) to recover from the tenderer as agreed pre determined compensation @ 1/2% (Half percent) per week of the total value of undelivered stores for each week or part thereof the delivery has been delayed, subject to a maximum of 5% of the total value of the undelivered stores,
- b) either to purchase from elsewhere, without notice to the supplier at his risk and cost full or undelivered part, as the case may be

OR

c) to cancel the contract.

In case of b & c above, the Company will be empowered to purchase stores which are readily available with alternative source to meet the requirement irrespective of the fact whether these are similar or not.

### 24.0 TERMINATION:

- 1. In case of failure to perform the job as required under this tender or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify such default/breach with 10 days, failure to which may result in termination of the contract and forfeiture of security deposit without any prejudice to the Company's rights to claim damages/ cost/ loss etc caused by such default/ breach. Such termination shall not absolve the tenderer of the liabilities accruing till the date of such termination.
- 2. The contract may also be terminated in the event the tenderer is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- 3. Notwithstanding anything contained herein above, the Company in its absolute discretion may at any time terminate the order without assigning any reason thereof by giving fifteen day's notice to the tenderer at their last notified address. In such an event the tenderer shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and / or losses or costs by reason of such earlier termination on any ground whatsoever.
- **25.0 FORCE MAJEURE:** At any time, during the continuance of the contract, the performance in whole or in part by either party (sub-vendors excluded) and/ or obligations under this contract shall be prevented or delayed by reason of any acts of public enemy ,civil commotion, fires, floods, explosion, epidemics, quarantine restrictions, nonperformance due to Acts of God or Acts of Government/statutory bodies (herein after referred as "Event") then provided a notice of the happening of any such event is given within seven days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim fordamage against the other in respect of such non-performance or delay inperformance and the deliveries and/or performance of the practicable after such event under the contract shall be resumed as soon as has come to an end or ceased to exist and decision of Company whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part is delayed by reasons of any such events for a period exceeding thirty days either party may at its option terminate the contract.
- **26.0 JURISDICTION**: The contract is subject to the jurisdiction of courts at Udaipur only in the state of Rajasthan.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta) Gr. Gen. Manager (MM)

I/ We have studied the above terms and conditions and having understood the same in true sense and spirit. I/We shall abide by and adhere to the above terms and conditions fully.

Date & Place:

Signature of Tenderer with official stamps

# e TENDER NO. RSMM CO MM NIT 12 2018-19 Dated 24.07.2018 GENERAL PROFILE OF TENDERER

|    | GENERAL TROTTES OF TE  |         |         |         |
|----|--|---------|---------|---------|
| 1. | Name & address of the tenderer   |         |         |         |
|    | Telephone No   |         |         |         |
|    | Fax No.  |         |         |         |
|    | e-mail   |         |         |         |
|    | Mobile no.   |         |         |         |
|    |  |         |         |         |
| 2  | Status of Tenderer i.e. Manufacture/<br>Authorised Dealer/ Bonafied Dealer/any<br>other. |         |         |         |
| 3  | Whether Proprietor/Partnership/<br>Company.  |         |         |         |
| 4  | Name of owner/partners Directors with full address.                                      |         |         |         |
| 5  | Annual turnovers in rupees for last three years (in lacs)                                | 2017-18 | 2017-16 | 2015-16 |
| 6  | PAN No.  |         |         |         |
| 7  | GSTIN No.  |         |         |         |
| 8  | HSN Code of offered item   |         |         |         |

| 9  | Entrepreneurs Memorandum no. as per MSMED Act 2006Nature of Activity (manufacturing/Service)Category of Enterprise: (Micro/Small/Medium)  |  |
|----|---|--|
| 10 | Banker details:  a) Name  b) Branch No.  c) Address  c) Bank account No.  e) Type of A/c :Saving / Current/CC/any other  f) IFSC Code   |  |
| 11 | Any other important information related to the tender requirement.  |  |
| 12 | Offered work completion period for the work of supply, installation, testing & commissioning of Nitrogen Injection Fire Protection System (NIFPS) alongwith allied works for all the four transformers are as per detailed specifications & scope of work mentioned in <b>Annexure-VI(a)</b> and terms of tender. |  |
| 13 | Offered work completion period for work of Specifications/Technical details for the work of health /condition monitoring and repair works of all the EHT & HT transformers alongwith allied works are as per detailed specifications & scope of work mentioned in <b>Annexure-VI(b)</b> and terms of tender.      |  |

Signature of tenderer with official stamp

Date & Place

# e\_TENDER NO. RSMM \_CO\_MM\_NIT\_12\_ 2018-19 Dated 24.07.2018 UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING.

| Name of the Tenderer:   |   |
|---|---|
| We hereby declare that we have not been bar past.   | nned/suspended or de-listed by RSMML in   |
| We understand that "as on date, no default of ST and all returns up to the last date of sub | ž ž                                       |
| Place:<br>Date:   | Signature of Tenderer with official stamp |

# e\_TENDER NO. RSMM CO MM NIT 12 2018-19 Dated 24.07.2018 UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER

| Nar                                 | Name of Tenderer   |   |  |  |  |
|-------------------------------------|--|---|--|--|--|
|                                     | We confirm that all the terms & conditions of tender is acceptable to us except the following. |   |  |  |  |
| considered<br>deviation<br>tenderer | ed unavoidable. In<br>s in the below for<br>is not offering/ pu                                | case the tenderer does not rmat & furnish it blank the                                  | ns to the tender conditions, if<br>mention any information to the<br>n it will be presumed that the<br>ider terms & condition. Tenderer<br>f rejection of their offer. |  |  |
| S.N.                                | Tender Clause<br>no.   |   | Offered condition/ Deviation   |  |  |
|                                     |  |   |  |  |  |
|                                     |  |   |  |  |  |
|                                     |  |   |  |  |  |
|                                     |  |   |  |  |  |
|                                     |  |   |  |  |  |
|                                     |  | t to accept the deviations pu<br>s will be entertained.                                 | t by the tenderer at its sole  |  |  |
| do                                  | cument will not be   | der terms, if any, mentioned a considered & accepted. RSM on offered deviations mention |  |  |  |
| Date:<br>Place:                     |  | Signatu   | re of tenderer with official stamp   |  |  |

# e\_TENDER NO. RSMM \_CO\_MM\_NIT\_12 \_ 2018-19 Dated 24.07.2018 Declaration for Registration under Micro, Small & Medium Enterprises Development Act, 2006.

| 1.   | Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006 (Yes/NO)  |
|------|--|
|      | If yes, please furnish the declaration given below.  |
|      | We (Name of Tenderer), hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as (Micro, Small & Medium) Enterprises vide Registration No dated |
| 2.   | Enclose attested copy of registration certificate.   |
| 3.   | Whether the tenderer is also registered as S.S.I. units, if yes, enclose copy of registration certificate.   |
|      | Signature of tenderer with official stamp  |
| Date | & place:   |

# 

Name of Tenderer\_\_\_\_\_

| Particulars  | % Rate considered in price bid |
|--|--------------------------------|
| CGST   | @%                             |
| SGST   | @%                             |
| IGST   | <i>@</i> %                     |
| GST on Transportation,<br>Insurance & any other delivery<br>charges up to destination. | @%                             |

Date: Place:

| Signature | of tenderer | with | official | stamp |
|-----------|-------------|------|----------|-------|
|           |             |      |          |       |

# e\_TENDER NO. RSMM \_CO\_MM\_NIT\_12\_ 2018-19 Dated 24.07.2018

CHECKLIST TO THE SPECIFICATIONS FOR THE WORK OF SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF NITROGEN INJECTION FIRE PROTECTION SYSTEM (NIFPS) ALONGWITH ALLIED WORKS

| Description/specifications  | Agreed, Deviation if any |
|---|--------------------------|
| A nitrogen gas based fire prevention and extinguishing system shall prevent transformer oil tank explosion and possible fire in case of internal / external cause. It shall accomplish its role as fire preventer and extinguisher. Fire shall be extinguished within reasonable time (i.e. with not more than 3 minute so as to harm the transformer) of system activation and within 30 seconds (maximum) of commencement of Nitrogen Injection. In the event of fire by external causes such as bushing fire. OLTC fires, fire from surrounding equipment etc., it shall act as a fast and effective fire fighter.   |                          |
| The system shall extinguish the fire immediately through the N2 gas injection into the Transformer Tank as well the Compressed Nitrogen Foam Spray System over the Transformer. State-of-art concept: Rapidly drain oil to prevent explosion and inject nitrogen to prevent and extinct fire where as Foam spray extinguish fire over the body of transformer   |                          |
| Nitrogen Injection Fire Protection System should be a dedicated system for each oil filled transformer. It should have a fire extinguishing cubicle (FEC) placed on a plinth at a suitable distance away from transformer The FEC shall be connected to the transformer oil tank for depressurization of tank and to the oil pit through oil pipes. The FEC should house pressurized nitrogen cylinder (s) which should be connected to the oil tank of transformer oil tank. Cable connections are to be provided from signal box to the control box in the control room, from control box to FEC and from Transformer conservator isolation valve (TCIV) to signal box etc. |                          |
| <b>OPERATION:</b> In case of fire sensed by fire detectors, the system shall be activated only after electrical isolation of transformer, confirmed by upstream breaker trip. If the fire detection is not associated with any other fault, the system activation shall be only manual. Manual operation switch shall be provided in the control room /remote control centre with a cover to avoid accidental operation. There shall be interlock to prevent activation of the system if the transformer is not electrically isolated. There shall also be provision for isolating the system during maintenance and / or testing of the transformer.                         |                          |

System ensures that the probability of chances of malfunctioning is practically zero. The system should be provided with automatic control for explosion prevention and fire extinction. Besides automatic control, remote electrical push button/switch control at control panel and local manual control in the fire extinguishing cubicle shall also be provided.

System should have facility to operate both oil drain and nitrogen release valves without power and also in case of DC power failure.

The installation/system shall meet requirements of CEA- regulations 2010, IS-1886 as amended till date

## **System components:-**

System shall broadly consist of the following components. However all other components which are necessary for fast, reliable and effective working of the fire protective system shall be in supplier's scope:

- Fire extinguishing cubicle and compressed nitrogen foam spray unit.
   The FEC frame shall be made of CRCA sheet of 3 mm (minimum) thick completed with the base frame, painted inside and outside with post office red colour (shade 538 of IS-5). It shall have hinged split doors fitted with high quality tamper-proof lock. The degree of protection shall be IP- 55.
- Control panel for system monitoring, automatic control and remote operation to be installed at control room along with required alarms, indications, switches, push buttons, audio signals etc.
- Nitrogen cylinders with pressure monitors/gauges
- Fire detectors/sensors & Signal Box: Adequate no. of fire detectors located at strategic locations
- Transformer conservator isolation valves
- Drain pipes and valves as per requirement

- Oil leakage detection system
- Limit switches
- Fire survival and FRLS cables as per the requirement
- Pipes complete with connections, flanges, bends and tees etc. As per requirement
- Panel lighting etc.
- Tank for oil sump

A common Fibre sheet tank of capacity approximately equal to 22000 litre, shall be supplied along with the system. It will be installed at location of existing cemented oil tank size- (3.5X 3.5 X 3.0) meters situated in the switch yard of 132 KV S/S. Suitable thickness Fibre sheet tank with water tight cover to be placed in the oil pit. This tank shall be provided with the manhole, air vent pipe through silica gel breather, drain valve gate valve at the top etc.

Individual mechanical locking devices for oil drain and nitrogen release to isolate the system during maintenance and/or testing of the transformer/system.

System should be designed in such a way that the nitrogen gas shall not enter the energised transformer tank even in case of leaking of valves.

# **Technical Particulars :-**

| 30 Second (Max)       |
|-----------------------|
| 3 Minutes (Max)       |
| 141 Degree Centigrade |
| 110 Volt DC           |
| 230 Volt AC           |
|                       |

- All the fitments/modifications/changes required to be carried out in existing transformers/equipments and switchyard along with removal of transformer oil, refilling after filtration etc shall be in supplier's scope. Required earth work (excavation & backfilling) civil construction, structural work etc. shall be in supplier's scope
- All tools, tackles, cranes etc. required for carrying out the work shall be arranged by the supplier.
- All the transportation of material/items to be supplied along with loading, unloading etc. shall be in the bidder's scope. Any supplied items /material damaged during transportation, erection, commissioning & testing etc. shall be replaced free of cost by the contactor.
- The supplier shall demonstrate functional test on complete system at site.
- As the work require transformers in uncharged condition, so at a time one transformer will be provided for installation. After its completion, another transformer will be provided so that power can be maintained.
- The detailed lay out drawings, equipment drawings along with operation and maintenance manual and The manufactures standard guarantee/warrantee certificates if any along with test reports shall be provided to RSMML along with soft copy.
- The supplier shall also provide the list of recommended mandatory spares along with their rate as per proforma at annexure-IX in PDF sheet alongwith BOQ.
- All the works shall be carried out following Indian electricity rules, act safety regulations and standards.
- The supplier shall work in such a way that no damages is caused to core/winding/other parts of transformers and other equipments installed in switchyard. If any item is damaged, same shall be repaired/replaced on free of cost basis by the supplier.

# **INSURANCE:**-

Supplier shall at his own expense, arrange appropriate insurance to cover all risks assumed by the supplier under this contract in respect of its personnel deputed under this contract and for equipments as required during the entire period of their engagement in connection with this contract. RSMML will have no liability on this account. RSMML shall not be responsible for any accident to the man power of the contactor while carrying out the installation, testing & commissioning of the items for the above work purpose. Before submitting the offer, the bidders are advised to visit 132 KV Substation at Jhamarkotra Mines to understand the above works clearly.

<u>MANDATORY SPARES</u>- Bidders will submit the details of mandatory spares as below, if any, to be replaced essentially during warranty period i.e. one year from the date of successful installation of NIFPS system as per the tender specifications. <u>Prices of such spares are to be quoted by bidder in Annexure-IX and to be included in the prices offered at row no. 1 of BOQ.</u>

| s.n. | Details of Mandatory spare | Qty in nos. |
|------|----------------------------|-------------|
|      |                            |             |
|      |                            |             |
|      |                            |             |
|      |                            |             |
|      |                            |             |
|      |                            |             |
|      |                            |             |

Note-Bidder may insert more rows, if required.

<u>INSURANCE SPARES</u>- Bidders will submit the details of insurance spares required to be kept by the company for after warranty period for a period of 18 months. <u>Prices of such spares are also to be quoted by bidder in Annexure-IX and but not to be included in the prices offered at row no. 1 of BOQ. RSMML may or may not purchase the such spares</u>

| s.n. | Details of Insurance spare | Qty in nos. |
|------|----------------------------|-------------|
|      |                            |             |
|      |                            |             |
|      |                            |             |
|      |                            |             |
|      |                            |             |
|      |                            |             |
|      |                            |             |
|      |                            |             |

Note- Bidder may insert more rows, if required.

# <u>Detailed specifications of all four nos. transformers & plan lay out of existing switch yard of 132 KV S/S are as below:-</u>

1- NGEF make power transformers Qty-02 Nos.

**Type-** OFTR 16000/132

**Rated KVA** – ONAF – 16000

ONAN - 12500

Rated voltage- HV - 132000

LV - 33000

Rated current- ONAF – HV- 69.98

LV- 279.90

ONAN – HV- 54.67

LV- 218.67

Quantity of Insulating oil- 21591 liters

Year of manufacturing- 1991

2- Bharat Bijlee make power transformers Qty-02 Nos.

Rated KVA – ONAF – 12500

ONAN - 10000

Rated voltage- HV - 33000

LV - 3300

Rated current- ONAF – HV- 218.7

LV- 2187

ONAN – HV- 175

LV- 1750

**Quantity of Insulating oil-** 4850 liters

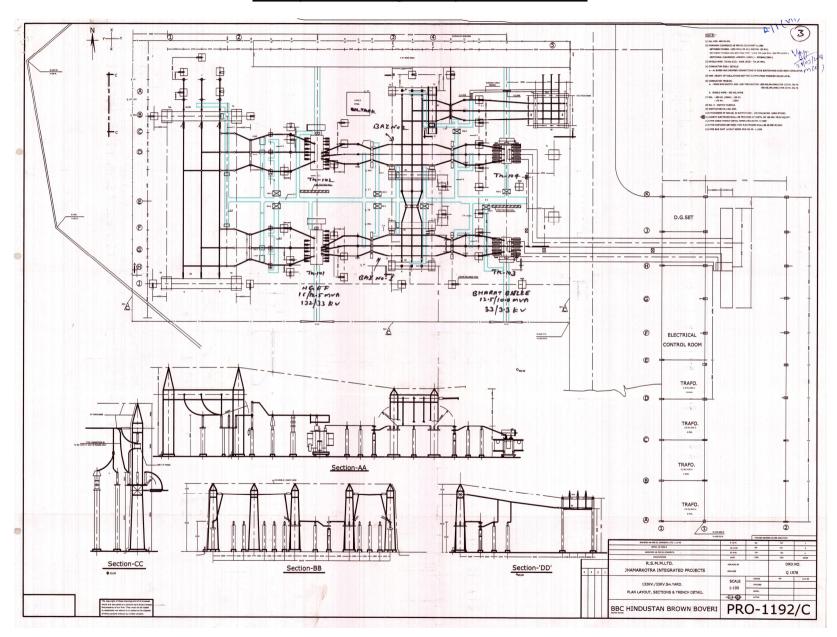
Year of manufacturing- 1990

3.- Plan lay out of existing switch yard of 132 KV S/S- (As enclosed)

Signature with Office Seal of the tenderer.

Place:

# Plan lay out of existing switch yard of 132 KV S/S-



# e\_TENDER NO. RSMM \_CO\_MM\_NIT\_12\_ 2018-19 Dated 24.07.2018

CHECKLIST TO THE SPECIFICATIONS FOR THE WORK OF HEALTH /CONDITION MONITORING AND REPAIR WORKS OF EHT & HT TRANSFORMERS ALONGWITH ALLIED WORKS

| Description  | Agreed, Deviation if any |
|--|--------------------------|
| 1-Health/condition monitoring of the EHT & HT transformers by conducting following tests:- (Detailed specifications of transformers are also given at point no. 4 below) | · ·                      |
| A.Tests to be conducted on Power Transformers :-(Qty132/33 kv-02 nos. & 33/3.3 kv-02 nos.)  i) IR and Polarization Index by 5 KV Meggar                                  |                          |
| ii) DC winding resistance measurement  |                          |
| iii) Winding capacitance and Tan Delta measurement   |                          |
| iv) Bushing Capacitance test   |                          |
| v) Magnetic Balance test   |                          |
| vi) Magnetizing current test   |                          |
| vii)Transformer turn ratio test  |                          |
| viii) Vector Group test  |                          |
| ix) DGA dissolved Gas analysis   |                          |
| x) Sweep Frequency response analysis test  |                          |
| B.Tests to be conducted on Current Transformers :- (Qty 132 kv- 02 sets & 33 kv- 06 sets)  i) Capacitance and Tan delta of winding                                       |                          |
| ii) CT sec. resistance measurement   |                          |
| iii) Polarity test   |                          |
| iv) Ratio test   |                          |
| v) IR Value  |                          |
| vi) Knee point voltage measurement   |                          |

C. Tests to be conducted on Potential Transformers:- (Qty. 33 kv -03 sets.)

- i) Capacitance and Tan delta
- ii) Secondary resistance measurement
- iii) Polarity Test
- iv) Ratio Test
- v) IR Value

Contactor shall provide test reports containing actual values along with permissible values and his recommendations. Calibration reports of testing equipments shall also be submitted along with test reports.

2. Repairs for the following transformers:-

| Power Transformer (NGEF Make)    | 12.5/16.0MVA, 132/33 KV with | 02 Nos. |
|----------------------------------|------------------------------|---------|
|                                  | OLTC                         |         |
| Power Transformer (Bharat Bijlee | 10.0/12.5 MVA, 33/3.3 KV-    | 02 nos. |
| Make)                            |                              |         |
| Current Transformer (ABB Make)   | 132 KV                       | 02 sets |
| Current Transformer (AE Make)    | 33 KV                        | 06 Sets |
| Potential transformers (AE make) | 33 KV                        | 03 Sets |

(Detailed specifications at point no. 4 below)

# Repairs to be carried out:-

- i) Arresting oil leakage and change of Gasket based on condition (for 4 nos. Power Transformers).
- **ii**) Oil Conservators should be thoroughly cleaned internally (for 4 nos. Power Transformers).
- **iii**) Painting of transformers after degreasing/derusting, cleaning etc by enamel paint. (for Power Transformers, Current Transformers and Potential Transformers, as detailed above.)

### 3.Other terms and conditions:-

- **i.** Before submitting the offer, the bidders are advised to visit 132 KV Substation at Jhamarkotra Mines to understand the above works clearly.
- ii. All tools, tackles, testing equipments, man powers including cranes/hydra etc. and consumables like nut bolts, washers, cotton waste, gasket/packing etc. required for the above works purpose shall be arranged by bidders.
- iii. All the transportation of material/items to be supplied along with loading, unloading etc. shall be in the bidder's scope.
- iv. Supplier shall take suitable insurance policy for theirs staff, RSMML shall not be responsible for any accident to the man power of the supplier while attending the works.
- v. All the works shall be carried out following Indian electricity rules, act safety regulations and standards.
- vi. Supplier shall work in such a way that no damage is cause to core/winding/other parts of transformer and other equipments installed in the switch yard.
- vii. The bidder should submit copies of work orders/completion certificates issued by parties to carry out the similar jobs as per PQC of tender.
- viii. RSMML shall provide three phase power supply free of cost for testing & maintenance works purpose in the switch yard.
- ix. If any items /material damaged during maintenance & testing etc. work of transformers shall be replaced free of cost by the bidder.
- x. Transformer oil, as required, for the work will be provided by RSMML.
- 4. Detailed specifications of all EHT & HT transformers installed at switch yard of 132 KV S/S as below:
  - i) NGEF make power transformer nos. 101 & 102, Qty-02 Nos.

Type- OFTR 16000/132 Rated KVA - ONAF - 16000 ONAN - 12500 Rated voltage- HV - 132000 LV - 33000 Rated current- ONAF – HV- 69.98

LV- 279.90

ONAN – HV- 54.67

LV- 218.67

Quantity of Insulating oil- 25191 litres

S.No. of transformer no. 101- 28 0005 1815

S.No. of transformer no. 102- 28 0005 1814

Year of manufacturing- 1991

ii) Bharat Bijlee make power transformer nos. 103 & 104, Qty-02 Nos.

Rated KVA – ONAF – 12500

ONAN - 10000

Rated voltage- HV - 33000

LV - 3300

Rated current- ONAF - HV- 218.7

LV- 2187

ONAN – HV- 175

LV- 1750

Quantity of Insulating oil- 4850 litres

S.No. of transformer no. 103- 3365/2

S.No. of transformer no. 104- 3365/1

Year of manufacturing- 1990

**iii**) Asea Brown Boveri make current transformers 132 KV-2 Sets (Installed at Primary side of transformer nos. 101 & 102), Year of manufacturing- 1990-91, type-TMBR 145, F- 50 Hz, ITh-19.7 Ka- 1 sec., IDy-50.23 Ka peak

CT Ratio- Core-1 Core-2 Core-3 Core-4 150-75/1 80-40/1 80-40/1 80-40/1

iv) Automatic Electric make current transformers 33 KV-06 Sets (Year of manufacturing- 1990-91), Insulation level-70/170 KV, Rated S.T.C.- 13.1 Ka for 1 sec, Rated Freq.- 50 Hz

- a) CT Ratio- 300-150/1-1 Amp- 01 set (Installed for Bus coupler)
- **b)** CT Ratio- 100-75/1-1 Amp- 01 set (Installed for Mines Feeder)
- c) CT Ratio- 300-150/1-1-1-1 Amp- 02 sets (Installed at secondary side of transformer nos. 101 & 102)
- **d)** CT Ratio- 250-125/1-1-1 Amp- 02 sets (Installed at primary side of transformer nos. 103 & 104)
- **v)** Acutomatic Electric make potential transformers 33 KV-03 Sets (One set installed at secondary side of transformer nos. 101 & two sets at both ends of 33 KV bus bar), Year of manufacturing- 1990-91, Insulation level-70/170 KAVA, Burden-100 VA, class-0.5- 3P, Type- earthed, F- 50 Hz PT Ratio- 33 KV/ 3/110/3 110 V/3

Signature with Office Seal of the tenderer

Place : Date

### Annexure - VII

# e TENDER NO. RSMM CO MM NIT 12 2018-19 Dated 24.07.2018 DECLARATION BY TENDERER

I/We declare that I am/ We are /manufacturer/ Sole distributor/Authorised dealer/ bonafide dealers in the goods/stores/equipments for which I/We have tendered.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our bid security/security deposit may be forfeited in full and the tender if any to the extent accepted may be cancelled.

|        | Signature of tenderer with official stamp |
|--------|---|
| Date:  |   |
| Place: |   |

## **Annexure-VIII**

# e\_TENDER NO. RSMM \_CO\_MM\_NIT\_12 \_ 2018-19 Dated 24.07.2018 Details of past experience

{To be submitted with Part-1 of the offer (Techno- commercial part)}

| (               |               |            | `                 | 1 /            | ,     |
|-----------------|---------------|------------|-------------------|----------------|-------|
| List of order(s | executed in p | ast as per | pre-qualification | criteria of te | ender |

| LIST | oi oraer(s) execut | eu in past as. | per pre-qualification cr | iteria oi tender |
|------|--------------------|----------------|--------------------------|------------------|
| S.   | Name &             | Order No. &    | Brief Description of     | Status           |
| No   | Address of the     | Date           | the work                 |                  |
| •    | Purchaser          |                |                          |                  |
| 01   |                    |                |                          |                  |
| 02   |                    |                |                          |                  |
| 02   |                    |                |                          |                  |
|      |                    |                |                          |                  |
|      |                    |                |                          |                  |
| 03   |                    |                |                          |                  |
|      |                    |                |                          |                  |
| 04   |                    |                |                          |                  |
|      |                    |                |                          |                  |
| 05   |                    |                |                          |                  |
|      |                    |                |                          |                  |
| 06   |                    |                |                          |                  |
| 00   |                    |                |                          |                  |
|      |                    |                |                          |                  |
| 07   |                    |                |                          |                  |
|      |                    |                |                          |                  |
|      |                    |                |                          |                  |
| Not  | e: Essentially     | enclose copie  | es of Purchase Orders    | s, Performance   |
|      | Q Q.               |                |                          |                  |

|        | Signature with Office Seal. |
|--------|-----------------------------|
| Place: |                             |
| Date:  |                             |

Certificate, Status of work etc as per PQC of tender.

# e\_TENDER NO. RSMM CO MM NIT 12 2018-19 Dated 24.07.2018 Format of PDF Sheet to be enclosed with BOQ for Prices of spares

# (Not to be furnished in part-I of tender)

# A- Mandatory Spares-

| s.n. | Description of | Basic | GST-      | Total         | Total        | Total landed |
|------|----------------|-------|-----------|---------------|--------------|--------------|
|      | mandatory      | price | <u>@%</u> | landed        | quantities   | price for    |
|      | spare part     | per   | (In Rs.)  | price per     | in nos.      | total        |
|      |                | no.   |           | no. on f.o.r. |              | quantities   |
|      |                |       |           | destination   |              | on f.o.r.    |
|      |                |       |           | basis         |              | destination  |
|      |                |       |           |               |              | basis        |
|      |                |       |           |               | No.          |              |
|      |                |       |           |               |              |              |
|      |                |       |           |               | No.          |              |
|      |                |       |           |               |              |              |
|      |                |       |           |               | No.          |              |
|      |                |       |           |               |              |              |
|      |                |       |           |               | No.          |              |
|      |                |       |           |               | <u> </u>     |              |
|      |                |       |           |               | Total (Rs. ) | /-           |
|      |                |       |           |               |              |              |

**Note-** Prices of above spares **are to be included** in the prices offered at row no. 1 of BOQ.

# B- <u>Insurance Spares-</u>

| s.n. | Description of       | Basic   | <u>GST-@%</u> (In | Total landed price per    |
|------|----------------------|---------|-------------------|---------------------------|
|      | Insurance spare part | price   | Rs.)              | no. on f.o.r. destination |
|      |                      | per no. |                   | basis                     |
|      |                      |         |                   |                           |
|      |                      |         |                   |                           |
|      |                      |         |                   |                           |
|      |                      |         |                   |                           |
|      |                      |         |                   |                           |
|      |                      |         |                   |                           |
|      |                      |         |                   |                           |
|      |                      |         |                   |                           |
|      |                      |         |                   |                           |
|      |                      |         |                   |                           |

**Note-** Prices of above spares **are not to be included** in the prices offered at row no. 1 of BOQ.

Bidder may insert more rows, if required.

| 5 | Signature | of | tend | lerer | with | official | stam | p |
|---|-----------|----|------|-------|------|----------|------|---|
|   |           |    |      |       |      |          |      |   |

Date& Place:

## PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank having its Branch office at Udaipur on the non-judicial stamp paper of value equal to @ 0.25% (zero point twenty five percent) of the total Security Deposit Amount subject to maximum of Rs. 25000/- or as applicable at the time of submission of BG.

| B.G   | Dated   |   |
|---|---|---|
| Contact details of Banke  | r:  |   |
| <ul> <li>Postal Address:-</li> <li>Telephone Nos.:-</li> <li>Fax No.:-</li> <li>e-mail Address:-</li> <li>Contact person e-mail:</li> </ul>   | :-  |   |
| registered office at (me address etc.) awith contact nos./mail the context so required the Surety/Bank) AND incorporated and regis registered office at C-89 office at 4 Meera Marg, by                                     | executed between have ention complete postal address with contact nost and its head office at (mention complete postal address etc.) and who include its successors and assignees (hereinafter Rajasthan State Mines and Minerals Limited, a contered under Indian companies Act, 1956, having 1979 and Kothi Scheme, Janpath, Jaipur and Corp. Udaipur and wherever its context so required includes (hereinafter called 'the company').   | ./mail<br>ddress<br>erever<br>called<br>mpany<br>ng its<br>porate |
| company/partnership firever the context so recalled 'the Contractor/su conditions of Letter of dated Contractor/supplier/RC Purchase Order/ Rate amendment, modification provision thereof, of cash of Acceptance/ Purchase | having agreed to exempt M/s (address of registered/H.O.) quire includes its successors and assignees (here: applier/RC holder) from the demand under the term of Acceptance/ Purchase Order/ Rate Contraction issued in favour of holder, hereinafter called 'the said 'Letter of Acceptance' which expression shall also include on or variations thereof made in accordance with security deposit for the due fulfillment by the said see Order/ Rate Contract on production of unconderank Guarantee for Rs( being Contract. | where inafter and et no. the tance/ e any the Letter itional      |
| request of the Contract   | h that in consideration of said bank having agreed tor/supplier/RC to stand as surety for payment ity deposit to the company subject to the following   | of Rs.  |
| 1. We,  | (Bank) do hereby undertake to pay<br>t not exceeding Rs against any l   | to the  |

damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/Purchase Order/Rate Contract. The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

- 2. (bank) do hereby undertake without any We, reference to the Contractor/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ of Purchase Order/ Rate Contract bv reason the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. Any such demand made on the bank shall be conclusive, absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs.
- 4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor/supplier/RC holder and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur

branch office (specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall deemed to be sufficient demand under this guarantee. 5. \_\_(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said letter/Purchase Order/ or to extend time of performance by the said supplier/RC from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC and to for bear or enforce any of the terms and conditions relating to the Purchase Order/ and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the supplier/RC or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. \_\_ \_\_\_\_\_ is made by the Bank. The guarantee will not be discharged or affected if the Company 7. holds/obtain any other security/guarantee/promissory note from any person and/or the contractor/supplier/RC holder and this guarantee shall be in addition to any such guarantees. \_(Bank) lastly undertake not to revoke this 8. We,\_ guarantee during this currency except with the previous consent of the company in writing. 9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated granted to him by the bank. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction. IN WITNESSETH I, **HEREBY** 

said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act

2018.

(designation)

the \_\_\_\_\_ day of \_\_\_\_\_

prevailing in the state of \_

(branch) constituted attorney of the

\_\_\_\_executed at \_\_\_\_ this

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

Any person participating in a procurement process shall –

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

### Conflict of Interest:-

The tenderer participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i) A tenderer may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
- a) Have controlling partners/shareholders in common; or
- b) Receive or have received any direct or indirect subsidy from any of them; or
- c) Have the same legal representative for purposes of the bid; or
- d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another tenderer, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e) The tenderer participates in more than one bid in a bidding process. Participation by a tenderer in more than one bid will result in the disqualification of all bids in which the tenderer is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a tenderer, in more than one bid; or
- f) The tednerer or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the bid; or
- g) Tenderer or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

### Annexure B: Declaration by the Tenderer regarding qualifications

| Dec | laration | by the | Tenderer |
|-----|----------|--------|----------|
|     |          |        |          |

| In relation to my/our Bid submitted to         | for                              |
|--|----------------------------------|
| procurement of                                 | in response to their             |
| Notice Inviting Bids No dated                  | I/we hereby declare              |
| under Section 7 of Raiasthan Transparency in F | Public Procurement Act 2012 that |

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

| Date:  | Signature of Tenderer |
|--------|-----------------------|
| Place: | Name:                 |
|        | Designation:          |
|        | Address:              |

### **Annexure C: Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is: Mines Dept, Govt. of Rajasthan

The designation and address of the Second Appellate Authority is: Finance Dept., Govt. of Rajasthan

## 1) Filing an appeal

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

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

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

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

### 4) Appeal not to lie in certain cases

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

- a) Determination of need of procurement;
- **b)** Provisions limiting participation of tenderers in the Bid process;
- **c)** The decision of whether or not to enter into negotiations;
- **d)** Cancellation of a procurement process;
- e) Applicability of the provisions of confidentiality.

## 5) Form of Appeal

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

### 6) Fee for filing appeal

- **a)** Fee for the first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- **b)** The fee shall be paid in the form of bank demand draft or bankers' cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

## 7) Procedure for disposal of appeal

- **a)** The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- **b)** On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall
  - (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- **c)** After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- **d)** The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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

|       |  | of( F  |                  | ellate Authorit | y)          |  |
|-------|--|--|------------------|-----------------|-------------|--|
| 1.    | Partic<br>(i)  | ulars of appellant :<br>Name of the appellant :              |                  |                 |             |  |
|       | (ii)   | Official address, if any:                                    |                  |                 |             |  |
|       | (iii)  | Residential address:   |                  |                 |             |  |
| 2.    | Name<br>(i)<br>(ii)<br>(iii)   | and address of the respond                                   | lent(s):         |                 |             |  |
| 3.    | . Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved: |  |                  |                 |             |  |
| 4.    | If the   | Appellant proposes to be a                                   | represented by a |                 | e, the name |  |
| 5.    | -  | ostal address of the represe<br>per of affidavits and docume |                  | the appeal :    |             |  |
| 6.    | Groun  | nd   | of               |                 | appeal      |  |
| 7.    | Prayer   | r:   | (Sup             | oported by an a | affidavit)  |  |
| Place | :  |  |                  |                 |             |  |
| Date: |  |  |                  |                 |             |  |
|       |  |  |                  | Appellant's     | signature : |  |

### Annexure D: Additional Conditions of Contract

### 1. Correction of arithmetical errors

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

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

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

## 2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity in the Bidding Document due to change in circumstances, the tenderer shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

# 3. Dividing quantities among more than one tenderer at the time of award (In case of procurement of goods)

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