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(TN-2734)

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1. Tender documents will be made available on e-Tendering portal <http://www.eproc.rajasthan.gov.in/nicgep/app> . The bidders, in their own interest are requested to read very carefully the tender document before submitting the bid only through online on website <http://www.eproc.rajasthan.gov.in/nicgep/app>. The bidders can download bid documents and submit their bids upto 5.00 p.m. one day prior to schedule date of opening of respective bid mentioned above.

2. Eligible bidders should submit their bid well in advance instead of waiting till last date. JVNL will not be responsible for non-submission of Bid due to any website related problems.

3. The Tender process fee **Rs.1,180/-** to be paid by Demand Draft/Banker's Cheque in favour of MD,RISL, Jaipur and cost of tender specification to be paid by Demand Draft/Banker's Cheque

in favour of AO(MM), JVVNL, Jaipur (payable at Jaipur), be deposited in the office of the Accounts Officer (MM), JVVNL, Old Power House Premises, Bani Park, Jaipur-302006 upto 2.00 p.m. upto one WORKING day prior to schedule date of opening of respective bid.

4. The cost of tender specification (Non-refundable) to be paid by **Net Banking/ NEFT/ RTGS/ Demand Draft/ Banker's cheque** in favour of AO(MM) JVVNL, Jaipur (Payable at Jaipur). All eligible interested bidders are required to provide UTR No. for recognizing any fund transfer.

5. The Bid Security amount (as applicable) to be paid by Demand Draft/Banker's Cheque in favour of AO(MM), JVVNL, Jaipur (payable at Jaipur) or Bank Guarantee, in specified format (Appendix-B), of a scheduled bank in favour of Chief Engineer (MM), JVVNL, Jaipur, be deposited in the office of the Accounts Officer (MM), JVVNL, Old Power House Premises, Bani Park, Jaipur-302006 upto 2.00 p.m. upto one WORKING day prior to schedule date of opening of respective bid.

6. The bidders are required to upload the receipt of depositing all above payments along with their tender at the relevant place on the scheduled date & time otherwise their bids are liable to be rejected.

7. Eligible bidders should submit their bid well in advance instead of waiting till last date. JVVNL will not be responsible for non-submission of Bid due to any website related problems.

Note :- 1. All eligible interested bidders are required to get enrolled on e-Tendering portal <http://www.eproc.rajasthan.gov.in/nicgep/app>.

2. If any difficulty arises, in downloading/ uploading of tender you may contact in the RISL, Jaipur Rajasthan at following Contact/address

Address of RISL:-

RajCOMP Info Services Limited (RISL)

1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Tel :	0120-4200462, 0120-4001002
Mobile :	8826246593
E-Mail :	support-eproc[at]nic[dot]in
	Local Helpdesk Number - 0141-4022688
	Available all Working days (between 9.30 AM and 6.00 PM)
E-Mail :	eproc[at]rajasthan[dot]gov[dot]in

**JAIPUR VIDYUT VITARAN NIGAM LIMITED
OFFICE OF THE SUPERINTENDING ENGINEER (MM-II)
OLD POWER HOUSE PREMISES, BANI PARK, JAIPUR -06**

TELEPHONE: 0141-2202607

TELE FAX: 0141-2202025

BID DOCUMENTS FOR PURCHASE OF MIP METER BOXES UNDER SPECIFICATION NO.JPD/SE/MM-II/SPO-IV/TN-2734

LAST DATE AND TIME FOR BID SUBMISSION	30.05.2022 at 5.00 p.m.
DATE AND TIME OF OPENING OF BID	31.05.2022 at 3.00 p.m
Estimated unit FOR destination price in Rs.	Rs. 4820/-
BID SECURITY TO BE DEPOSITED	i) General Bidder : Rs. 0.97 Lac ii) Sick Unit : Rs. 0.49 Lac iii) SSI Unit of Rajasthan : Rs. 0.25 Lac *
COST OF THE SPECIFICATION	Rs.2,950.00(non refundable) Rs.1475/- (for MSME Units)
TENDER PROCESSING FEE	Rs.1,180.00(non refundable)
VALIDITY	120 DAYS FROM THE NEXT DATE OF OPENING OF TECHNO-COMMERCIAL BID

*** In case SSI units of Rajasthan quote less than the tendered quantity then they are required to furnish Bid Security @ 0.5% of the estimated value of quantity offered on the basis of estimated unit FOR destination price.**

Further, while depositing the bid security amount in the office of Accounts Officer (MM), JVVNL, Jaipur, the bidders shall also furnish a certificate of SSI unit of Rajasthan/ sick unit and also to submit a letter mentioning the quantity offered by them.

The Micro, Small & Medium Scale Industries of Rajasthan and sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR) shall furnish self-attested documentary evidence duly attested by Notary to claim the above.

The bid security may be given in the form of banker's cheque or demand draft in favour of Accounts Officer (MM), JVVNL, Jaipur payable at Jaipur or bank guarantee, in specified format, of a scheduled bank in favour of Chief Engineer (MM), JVVNL, Jaipur up to stipulated date & time, and obtain a receipt/ acknowledgement thereof. No other mode of deposit shall be accepted. Further, while depositing the bid security amount in the office of Accounts Officer (MM), JVVNL, Jaipur, the bidders shall also furnish a certificate of SSI unit of Rajasthan/ sick unit and also to submit a letter mentioning the quantity offered by them. An Affidavit for MSME unit of Rajasthan in the enclosed format is to be furnished on non-

judicial stamp paper of Rs.100/- duly attested by Notary public, to the office of Sr. Accounts Officer (MM), JVVNL, Jaipur. The Bid Security of requisite amount shall be furnished on non-judicial stamp paper of Rajasthan State.

NOTE:-1. Wherever EMD and Security Bank Guarantee (SBG), are appearing in the ITB, GCC & other Bidding Documents, same is hereby replaced by BID SECURITY as above.

Note:-2 VENDOR REGISTRATION: The relaxation/exemption given to the registered vendors of the Nigam in respect of EMD/SBG, wherever appearing in the ITB, GCC & other Bidding documents, are hereby WITHDRAWN.

SCHEDULE OF REQUIREMENT (TN-2734)

Name of the Item	Approx. Quantity (Nos.)
MIP METER BOXES	1,000

NOTE:-The quantities as mentioned in the schedule of requirements are tentative and may increase/decrease as per the requirement of the Nigam.

SCHEDULE- II

PURCHASE OF MIP METER BOXES AGAINST TN-2734.

PRICE ARE `FIRM”



JAIPUR VIDYUT VITRAN NIGAM LIMITED

A Govt. of Rajasthan Undertaking

Prescribed technical specification for supply of

(Name of Material/Equipment/Machinery/T&P etc.)

S.No.	Technical specification which material/equipment/ Machinery/T&P shall confirm confirm	Name of IS/other standard specification to which material should confirm	Other particulars if any.	to
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Certified that we agree to all the aforesaid technical specification except at S.No..... for which our technical specification shall be as under:-

S.No.	Technical specification which material/equipment/ Machinery/T&P shall confirm confirm	Name of IS/other standard specification to which material should confirm	Other particulars if any.	to
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(Signature)

Name & Designation
with seal of the bidder.

QUALIFICATION REQUIREMENT**ITEM:- MIP METERS Boxes AGAINST TN-2734**

The bidder should fulfill following qualifying requirements for successful participation in the tender along with relevant documentary evidence supporting each qualifying requirement without which the offer shall be considered non-responsive & rejected.

I) The bidder should be a Manufacturer. The offers from Sole Distributor / Sole Selling Agent / Authorized Dealer shall not be entertained.

II) The bidder is required to quote for minimum 10% of tendered quantity, failing which the offer may be considered Non-Responsive.

III) The bidders should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officers, should not have business activities suspended, should not be blacklisted or debarred by any utility/ government agency, should not have a conflict of interest.

For this bidder is required to furnish a Declaration as per Appendix-F, on Rajasthan Non-judicial Stamp Paper of Rs. 100/ (excluding surcharge on Stamp Paper, as per rules).

IV) The bidder should have designed, manufactured / fabricated, tested and supplied to utility / Discoms / Govt. Departments at least 2XQQ (QQ being the quoted quantity) of HT and MIP Meters Boxes in last three years from the date of opening of technical-commercial bid. In support of fulfillment of the past supply criteria, the bidder shall furnish documentary evidence in the form of certificate from Chartered Accountant in the prescribed proforma only. This prescribed proforma should be either in original or copy duly attested by Notary. The bidder shall also sign and affix seal on the prescribed format C.A. Certificate. The certificate should have membership number with the name & address of the chartered accountant. Certificate should clearly indicate the quantity supplied, period of supply, voltage class / accuracy class of the material etc. in the format prescribed any deviation to format or information diverted format, will not be considered and rejected.

The material supplied and accepted for same or better rating for Turnkey projects to a licensed power utility/Govt. shall be consider for the purpose of evaluating criteria. The certificate given by C.A. shall indicate above quantity separately.

Note: The quantity of 200 Amp. & above LT Distribution Kiosks & Feeder Pillar Boxes may also be considered for quantity evaluation for purchase of HT/MIP meter boxes.

V) The bidder should possess adequate testing facilities for carrying out routine & acceptance test of items as per relevant standard at their works. The bidder shall furnish documentary evidence in support for conducting routine & acceptance test.

VI) PERFORMANCE CRITERIA:-

i) If a bidder has supplied up to 50% of ordered quantity in previous tender up to date of opening of subsequent tender and scheduled delivery period expired, the bid of such bidder will not be opened in the Discom for that item.

ii) However, if the supplies have been completed for a quantity more than 50% but not completed up to date of opening of subsequent tender and scheduled delivery period expired, the quantity equal to the quantity pending in previous tender for that item shall be reduced from the subsequent tender quantity to be allocated to the bidder.

VII) POOR RECORD OF PERFORMANCE AND DELIVERY:- Severment of business relations will be done in case of following circumstances for the period and with the recovery mentioned against each:-

i) When vendor does not accept order awarded on its accepted price and terms and conditions or does not comply with contractual formalities.	Forfeiture of EMD/cancellation of vendor registration to recover amount of EMD along with severment of business relations for three years from the date of issue of order.
ii) When vendor complies with contractual formalities but does not commence supplies.	Levy of maximum recovery on account of delay in delivery along with severment of relations for a period of 2 years from the date of issue of order or in next two bids whichever is later along with forfeiture of EMD / cancellation of vendor registration.

VIII) (A) Black listing of a firm:

After having given Show Cause Notice of 30 days, and having established & cogent reasons for blacklisting of the firm as given below, the firm should immediately be blacklisted for a period of 5 years indicating reasons of doing so, in the letter itself, and a copy of such blacklisting should be given to the firm, with the approval of CLPC:-

- (i) There are sufficient and strong reasons to believe that the supplier or his employee has been guilty of malpractices such as manhandling/misbehavior with Government official by supplier or his partner/employee, bribery, corruption or abatement of such a offence in a position where he could corrupt Nigam's official, fraud, vitiating fair tender process including substitution of or interpolation in tender, mis-representation, pilfer-aging or unauthorized use or disposal of Nigam's material issued for specific work etc.
- (ii) Where a supplier or his partner or his representative has been convicted by a court of Law for offences involving moral turpitude in relation to the business dealing or where security considerations including suspected disloyalty to the Nigam/state so warrant the blacklisting.
- (iii) If the State Bureau of Investigation or any other authorized investigating agency recommends for blacklisting after completing the investigation.

Note: - 1 If a supplier after having tendered for a supply or after negotiations gives application voluntarily vitiating the fair tendering process, it shall also tantamount to malpractice.

Note:-2 A register containing the reasons for blacklisting the supplier as also the names of all the partner of the suppliers and the allied concerns coming within the effective influence of the blacklisted supplier will be maintained.

Note: - 3 A register of black listed supplier will be maintained which will not only include suppliers enlisted with the Enlisting Authority but also black listed suppliers in Nigam.

Note :-4 A Black listed supplier (i) shall not be entitled for registration in any of the Discom (ii) shall not be awarded any supply order in future in any Discom during the notified period.(iii) his registration if any shall stand cancelled immediately and his registration security /EMD/S.D. shall stand forfeited. (iv) In case of blacklisting of the firm by any one of Discom for the cogent prescribed reason(s) as stipulated above, the same shall be applicable to all the three Discoms and as a consequence of blacklisting, all the pending orders to that firm, will be cancelled in all three (3) Discoms with immediate effect. However in respect of completed/executed contract

G.P. obligations as well as other liabilities shall be fulfilled by the supplier.

(B) Severment of Business relation:

(a) After having given Show Cause Notice of 30 days, and having established & cogent reasons for Severment of business relation as given below, the firm should immediately be severed the business relations for a period of 2 to 3 years indicating reasons of doing so, in the letter itself, and a copy of such severment should be given to the firm, with the approval of CLPC:-

- (i) The supplier continuously refuses to pay Nigam dues without showing adequate reasons and where the purchasing authority is satisfied that no reasonable dispute attracting reference to Settlement Committee or Court of Law exists for the supplier's action of non-supply.

- (ii) When vendor does not accept LOI/detailed purchase order awarded on its accepted prices and terms & conditions or does not comply with the contractual formalities.
- (iii) When vendor/supplier who otherwise completed contractual formalities but does not commence supplies on the date of opening of technical bid of the fresh tender/completion of schedule delivery period whichever is later.

Note-1-In case supplier does not deposit outstanding dues towards Nigam, even after completion of severment period, the period of severment will continue.

2. Severment done purely/ mainly on account of non-deposition of dues against the supplier/vendor/contractor could be lifted by CLPC, if the dues are deposited prior to the expiry of such severment period.
3. On severment of business, the EMD/SD/vendor registration security will be forfeited.
4. The orders in execution satisfactorily will not be cancelled other than the order on which severment have been done.

(C) DEBARMENT

Reasons on which Debarment can be made:-

- (i) The competent authority may debar the supplier on account of his performance or other disabilities, if it is no longer considered fit to remain under vendor registration as per his obligation under vendor registration.
- (ii) If at any subsequent stage of inspection of firms after award of contract, it is found that firm does not have sufficient tech. staff or required/necessary technical equipments, the purchasing authority can debar the firm for one year or next tenders whichever is later. The debarment will be lifted only on re-inspection of firm's works; the defects noticed earlier are fully rectified to the satisfaction of Nigam.
- (iii) When contract agreement executed and supplies commenced but could supply only up to 50% of ordered quantity and scheduled delivery period expired, then the firm can be debarred for one year or next tender whichever is later in that Discom only for that particular item/rating/ capacity/size etc.
- (iv) The suppliers who have been awarded contract for supply of material is not adhering to the periodic delivery schedule, the contract awarding authority reserve the right to terminate the contract and may debar the firm in participating in tender for a period of 2 to 3 years.

Note:-1. On debarment, the EMD/ SD/Vendor Registration security shall be forfeited.

IX) APPEALS AND APPLICATIONS:-

Appeal against the order of blacklisting, severment and debarment can be filed before BOD within a period of 3 months from the date of intimation. The letter of appeal will be addressed to the order placing authority. Who will process the case for placing the matter in B.O.D. with in a period 60 days. The BOD may reduce or waive the penalty, if sufficient reasons/supporting documents are furnished by the supplier.

GENERAL CONDITIONS : - (ALL CONDITIONS BE DULY SIGNED & SEALED)

- I) All documents required in the prescribed format are to be furnished along with the bid itself only (wherever it is required), failing which the bid will be summarily rejected.

Note :

- i) Rajasthan based firms not meeting minimum quantity supplied criterion but having manufacturing and adequate testing facility and technical know how shall be considered as new firms and would be eligible for trial order only.
- ii) Requirement of quantity manufactured, minimum quantity to be offered and amount of Bank Guarantee to be furnished shall be reduced to 25% for Rajasthan based units.

SCHEDULE-IV-`A`**TN-2734****ITEM : MIP METER BOXES.****Must be filled in by the bidder and attached with Technical Bid (Part-I)**

To,
The Superintending Engineer (MM-II),
Jaipur Vidyut Vitran Nigam Limited,
Jaipur.

Dear Sir,

With reference to your invitation to tender against specification No.JPD/SE/MM-II/SPO-IV/TN-2734 we agree to supply the following quantity:

S. No	Particulars of Items	Tendered Quantity	Qty. Offered	Justification of quantity offered as per Qualifying Requirement	Status of Type Test Certificates.	HSN Code
1.	2.	3.	4.	5.	6.	7.
1	MIP METER BOXES	1,000 Nos.				

- The offer is valid for a period of 120 days after the date of opening of this tender.
- It is noted that the quantity as mentioned in the specification are approximate and we agree to supply any quantity as per your requirement.
- The delivery shall strictly be in accordance with our delivery schedule as given in Schedule-VIII of this specification. In case we fail to deliver the materials as indicated in the clause No.1.23 of GCC (Schedule-II), we are liable to pay recovery for delay in delivery as per clause No.1.24 of this Schedule-II of this specification.

The material shall conform to your specification No.JPD/SE/MM-II/TN-2734 and as per relevant ISS in all respect.

- We conform that we agree to all the terms & conditions as well as the technical stipulation of your specification No.JPD/SE/MM-II/SPO-IV/TN-2734 and there are no deviations other than as specified in the Schedule-VI (A & B).
- The prices offered against this specification shall be FIRM.

Yours faithfully,

Signature of bidder with stamp
Dated:

Schedule – V

**JAIPUR VIDYUT VITRAN NIGAM LIMITED****A Govt. of Rajasthan Undertaking**

Statement of guaranteed technical particulars and other performance data for supply of
 (Name of material) against specification
 no.....

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

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

S.No.	Particulars of technical & other Performance data	Reasons for deviations/departure.
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(Signature)

Name & Designation
 with seal of the bidder.

**JAIPUR VIDYUT VITRAN NIGAM LIMITED****A Govt. of Rajasthan Undertaking****DEPARTURE/DEVIATION FROM TECHNICAL SPECIFICATION**

The bidder shall state under this schedule the departure from the Purchaser's specification in respect of technical is as under:-

S.No.	Main Deviations from Technical Specification.
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Certified that we agree to all the technical specification of the NIT except for the deviation to the extent indicated above.

(Signature)
Name & Designation
with seal of the bidder.

**JAIPUR VIDYUT VITRAN NIGAM LIMITED****A Govt. of Rajasthan Undertaking
DEPARTURE FROM COMMERCIAL TERMS & CONDITIONS OF THE
SPECIFICATION**

The bidder shall state under this schedule the departure from the Purchaser's specification in respect of Commercial terms & conditions:-

S.No.	Main Deviations from Specification.
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Certified that we agree to all the commercial terms & conditions as laid down in General Conditions of Contract to the specification except for the deviation to the extent indicated above.

(Signature)
Name & Designation
with seal of the bidder.



JAIPUR VIDYUT VITRAN NIGAM LIMITED

A Govt. of Rajasthan Undertaking LIST OF PAST SUPPLIES

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

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

If executed partially to be mentioned (Qty. in Nos.)	whether still to be executed order	Delivery stipulated in	Remarks
7	8	9	10

Note: Separate schedules are to be furnished by the bidder for past supply to the JVVNL, Jaipur other State Electricity Boards and other Departments /Organisations.

(Signature)
Name & Designation
with seal of the bidder.

SCHEDULE-VIIIA**TN- 2734****TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. _____ (Complete with address) have manufactured and supplied the goods / equipments / material during the following financial year(s) to the Utilities / Government Departments / Discoms/ SEBs as detailed out below:

FOR THE LAST THREE FINANCIAL YEAR FROM THE DATE OF OPENING OF TECHNO-COMMERCIAL BID.

S.No	Financial year in which material supplied	Detailed Particulars of item(s) supplied	Name and particulars of purchasing authority	Order No. & date against which item(s) supplied	Unit	Ordered		Actual Supplied up to		Remarks
						Quantity	Value (Rs)	Quantity	Value (Rs)	
1	2	3	4	5	6	7	8	9	10	11

Signature ,
Name & Designation
With Seal of the Bidder
Date _____
Place _____

Signature of C.A
Name :
Address:

Membership No

The above particulars are true and correct based on explanations, records and books of accounts produced before us. Further the above certificate issued on the request of the company

CA Firm (_____)

Note:- The C.A. certificate must be signed by the bidder and C.A. firm on the letter head of C.A. The details i.e. address of C.A. & membership No. shall clearly be mentioned on C.A. certificate. In case C.A. certificate is not signed by the bidder/furnished without membership No. & address of C.A. then same may not be considered for which responsibility rests with the bidder.



JAIPUR VIDYUT VITRAN NIGAM LIMITED

**A Govt. of Rajasthan Undertaking
DELIVERY SCHEDULE
PART-A**

The delivery schedule of the material by the Purchase Officer is as mentioned hereunder:-

Sr. No.	Particulars of Material	Commencement period	Rate of supply per month	Period for completion of delivery of entire material
	MIP Meter Boxes	After 30 Days from the date of receipt of detailed Purchase Order/ proto approval.	_____ Nos. per month (to be quoted by tenderer)	Completion in Eight months (including commencement period for supply shall be 30 days from the date of approval of sample). Proto-type Sample to be furnished within 30 days from the date of purchase order.

PART-B

In case bidder deviates from the delivery schedule mentioned by the purchaser in Part-A then the delivery schedule shall be indicated/mentioned by the bidder as under:-

S.No.	Particulars of Material	Commencement period per Month.	Rate of supply per Month material	Period for completion of delivery of entire material

- Note:** 1. During the commencement period the process of model assembly and submission of B.O.M. for approval shall be got completed.
1. During the commencement period the contractual formalities shall be got completed.

(Signature)
Name & Designation
with seal of the bidder.

Schedule – IX**JAIPUR VIDYUT VITRAN NIGAM LIMITED****A Govt. of Rajasthan Undertaking**

List of Equipments and Technical Hands Available with the Firm

(To be filled in by the bidders & enclosed with the bid)

Manufacturers and / or their authorized agents who are quoting against this bid are requested to furnish the following information along-with the bid. The Purchaser will have the discretion to ignore the bid without the under noted particulars and/or ignore the bid particulars.

1.	Name and Address of Manufacturer (With landline, fax and mobile no.)	
2.	Official email ID	
3.	GSTIN No.	
4.	Whether firm is proprietorship/partnership/ Limited (Please give details and also enclose copy of memorandum of constitution of firm along with name of directors/ partners/proprietor & their address.	
5.	Place where works exist (indicate the name of the only one works from where you want to supply the offered material).	
6.	Details of machinery particularly with B.H.P. of each item installed.	
7.	Details of staff employed in the works	
8.	Date when started the manufacturing of item under reference	
9.	List of items manufactured.	
10.	Literature and drawings of items manufactured showing their description, size, design and other important technical particulars	
11.	Details of order so far, executed alongwith the names of organization to whom supplied.	
12.	Manufacturing capacity.	
13.	Is the workshop open for inspection by the representative of the board, if required?	
14.	Statement of financial resources and Banking Reference along with Balance-Sheet for previous two years	
15.	Testing facilities available for the manufactured articles in the testing laboratory of works.	
16.	Whether the Firm is a small/medium/large scale industry.	
17.	Registration No. with :-	
	i. Small Scale, National/State.	
	ii) DGTD	
	iii) State Industries Department	

(Signature)Name & Designation
with seal of the bidder.

Schedule - X**GENERAL PARTICULARS ABOUT THE TENDER IN BRIEF**

**JAIPUR VIDYUT VITARAN NIGAM LIMITED
OFFICE OF THE SUPERINTENDING ENGINEER (MM-II)
OLD POWER HOUSE PREMISES, BANI PARK, JAIPUR -06**

TELEPHONE: 0141-2202607**TELE FAX: 0141-2202025****BID DOCUMENTS FOR PURCHASE OF MIP METER BOXES UNDER SPECIFICATION NO.JPD/SE/MM-II/SPO-IV/TN-2734**

LAST DATE AND TIME FOR BID SUBMISSION	30.05.2022 at 5.00 p.m.
DATE AND TIME OF OPENING OF BID	31.05.2022 at 3.00 p.m
Estimated unit FOR destination price in Rs.	Rs. 4820/-
BID SECURITY TO BE DEPOSITED	i) General Bidder : Rs. 0.97 Lac ii) Sick Unit : Rs. 0.49 Lac iii) SSI Unit of Rajasthan : Rs. 0.25 Lac *
COST OF THE SPECIFICATION	Rs.2,950.00(non refundable) Rs.1475/- (for MSME Units)
TENDER PROCESSING FEE	Rs.1,180.00(non refundable)
VALIDITY	120 DAYS FROM THE NEXT DATE OF OPENING OF TECHNO-COMMERCIAL BID

*** In case of SSI units of Rajasthan quotes less than the tendered quantity then they are required to furnish Bid Security @ 0.5% of the estimated value of quantity offered on the basis of estimated unit FOR destination price mentioned above:**

Further, while depositing the bid security amount in the office of Accounts Officer (MM), JVVNL, Jaipur, the bidders shall also furnish a certificate of SSI unit of Rajasthan and of sick unit and also to submit a letter of quantity offered by them.

VERY VERY IMPORTANT

The bids not accompanied with qualification requirement, technical requirement indicated in the specification and other requirement given here under will be considered as incomplete offer and sufficient grounds for offer to be passed over:

1. Capacity, capability and competency proofing documents.
 - a. Capacity /orders of similar and higher rating of tendered equipment booked as on date of bidding with type and rating and construction details of equipment for which order received be indicated.
 - b. Copy of purchase orders of Erstwhile RSEB /SEB`S / Electric Utilities / Govt.
2. Departments / Discom for similar or higher rating equipment latest executed.
3. Year wise past experience for last 5 years of similar or higher rating of tendered equipment.
4. The details of testing facilities available at the works and copies of latest type test certificates, carried out on similar ITEM.

5. Quality assurance plan.
6. Complete guaranteed technical particulars, out lines and general arrangement drawings along with Bill of Material.
7. Bids without Section-I, II, III & Schedules (I to X) shall be rejected.
8. Bids shall be furnished **through online**.
9. JVVNL has the right to reject any offer on the basis of track record of poor performance in execution of previous order / equipment supplied /after sales service while evaluating the Techno-Commercial bid.
- 10.** JVVNL reserves the right to accept minor deviations in standard terms and conditions and also in technical and constructional features as specified in the technical specification **(Schedule-III)**.
11. Deviation of any kind shall not be quoted in price bid, if found quoted, the same shall be ignored.
12. The following facilities are to be provided by the supplier at his own cost to the inspecting officer of Nigam (JVVNL):-
 - i. Suitable accommodation.
 - ii. Local conveyance between arrival point, place of stay, works and departure point.
 - iii. The supplier shall assist in arranging return ticket and reservation on the request of the inspecting officer for which the payment shall be made by the inspecting officer. In case of joint inspection, single or shared double room accommodation shall be provided

Appendix-A**AMENDMENT**

The various clauses wherever appearing in the Instructions to Bidders (ITB), General Conditions of Contract (GCC), Technical Specifications, Qualification Requirements, various Schedules etc., are hereby amended to the extent as under:-

- 1) **Wherever EMD and Security Bank Guarantee (SBG), are appearing in the ITB, GCC & other Bidding Documents, same is hereby replaced by BID SECURITY as under:-**

BID SECURITY

Bid security shall be 2% **of the estimated value of subject matter of procurement put to bid.** In case of Small Scale Industries of Rajasthan it shall be 0.5% of the **quantity offered** for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

In case SSI unit of Rajasthan quotes the less than the tendered quantity, then they are required to furnish Bid Security @ 0.5% of the estimated value of quantity offered on the basis of estimated unit FOR Destination price mentioned in the bidding documents, failing which bid shall be considered non-responsive.

The Bid Security amount (as applicable) to be paid by Demand Draft/Banker's Cheque in favour of AO(MM), JVVNL, Jaipur (payable at Jaipur) or Bank Guarantee, in specified format (Appendix-B), of a scheduled bank in favour of Chief Engineer (MM), JVVNL, Jaipur, be deposited in the office of the Accounts Officer (MM), JVVNL, Old Power House Premises, Bani Park, Jaipur-302006 upto 2.00 p.m. upto one WORKING day prior to schedule date of opening of respective bid.

The Micro, Small & Medium Scale Industries of Rajasthan and sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR) shall furnish self-attested documentary evidence duly attested by Notary to claim the above.

- 2) **Wherever Performance Bank Guarantee (PBG) and Composite Bank Guarantee (CBG) are appearing in the ITB, GCC & other Bidding Documents, same are hereby replaced by PERFORMANCE SECURITY as under:**

PERFORMANCE SECURITY :

The Performance security wherever appearing in the tender document may be read as under:-

- (a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 3% of the amount of work order, in case of procurement of works;
- (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries or MSME units of Rajasthan; and
- (c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR); and

In case of successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security.

Additional Performance Security.-

In addition to Performance Security, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee. Explanation :

For the purpose of this rule,- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value. (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity. (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder. (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

3) VENDOR REGISTRATION

Therelaxation/exemption given to the registered vendors of the Nigam in respect of EMD/SBG, wherever appearing in the ITB, GCC & other Bidding documents, are hereby WITHDRAWN.

- 4) The indirect taxes i.e. Excise Duty, Service Tax, VAT/CST, Entry Tax etc. mentioned in G.C.C., may now be read as G.S.T.**
- 5) The clause No. 1.43 of General Conditions of Contract has been amended to the extent as under:**

"1.43 Payment shall be due and payable by the purchaser in accordance with the provision of the contract within a reasonable period from the date of receipt of each invoice by the contractor / supplier duly supported by a certificate of the Engineer.

The purchaser will take all possible effort to make payment to the contractor/supplier generally on **45th day** after receipt of duly verified challans/ receipts/ bill in the office of paying authority (Sr. Accounts Officer (CPC)/ Concerned Circle Accounts Officer) and completion of contractual formalities. **But in case of delay in payment the purchaser shall not be liable to pay any interest on the outstanding amount to the contractor/supplier."**

- 6) The GST will be charge extra at the prevailing rate on all the settlement fees as applicable and amended time to time.
- 7) **Addendum in the provision of Instruction to bidder (ITB) in the clause No. 1.12.2 for quantity allocation as per award criteria of purchase manual in accordance to the clause no. 74 of RTPP rules:**

1.12.2(A) for quantity allocation

(i) Trial order under Para No. 22.17 (a) & (b) of purchase manual

- (a) Any bidder located within or outside the state of Rajasthan has participated for the first time in a particular Discom & meeting minimum qualification requirement and has supplied the tendered material/or of higher rating in other utility shall be treated as an old supplier. Rajasthan's firms although supplied in past but not meeting minimum quantity supplied criterion including altogether new units which have not supplied any quantity but having adequate & required manufacturing and testing facility and technical know-how of the tendered material shall be considered as new firms and would be eligible for trial order only. In case of supply made to the licensed power utility out side India, the C.A. certificate furnished by firm shall be considered.

Note: - The material supplied and accepted for same/higher rating for turnkey project(s) to a licensed power utility/Govt. shall be considered for the purpose of evaluating criteria. The certificate given by C.A. shall indicate above quantity separately.

- (b) (i) The trial order for a particular item shall not generally exceed 10 % of the total quantity considered for placement of order. This ceiling may, however, be relaxed by the corporate level purchase committee up to the extent of 30 %, to take the advantage of lower price where situation of differential prices offering is arising.
- (ii) The capacity & capability assessment of a bidder located outside state of Rajasthan who otherwise qualifies but is participating for the first time shall not be carried out. Similarly, For the tendered item(s) where the valid BIS license is an essential qualification requirement and the bidder possesses the valid BIS but new to the utility. The capacity/capability assessment of such a bidder shall also not be carried out.

(ii) Award criteria under Para No. 10.2 (iii) of purchase manual

- (a) In case of distribution transformers of rating 40 KVA and below, LT cables & conductors and fabricated steel items, order quantity may be distributed in the following manner: -
- 20% to L1**
 - 15% to L2**
 - 10% to L3**
 - 05% to L4**

50% to be distributed equally among other firms subject to the condition that not more than 5% of the quantity to be purchased will be allotted to any one of such firms. The balance, if any will be distributed in the same proportion as indicated above among the first four firms.

- (b) In case of other items except poles, order quantity may be distributed in the following manner:

40% to L1
20% to L2
10% to L3
06% to L4

The balance quantity may be equally distributed among other firms subject to the condition that not more than 4% of the quantity to be purchased will be allotted to any such firm. The balance, if any, will be distributed in the same proportion as indicated above the first four firms.

- (c) In case of poles, the order may be awarded on the basis of landed cost (material and transportation taken together). The allocation of quantity location/destination wise may be made among the eligible firms in equal proportion as far as possible.

- 8)** The purchaser reserves the right for reducing the quantity indicated in the Bid Document at the time of placing the order, looking to the existing requirement & availability at that time.

- 9)** A Bidder debarred under section 46 of the RTPP Act shall not be eligible to participate in any procurement process undertaken by -

- (a) any Procuring Entity, if debarred by the State Government; and
(b) a Procuring Entity if debarred by such procuring Entity.

- 10)** The contract agreement must be submitted to the purchasing authority within 15 days of receipt of Purchase Order.

11) APPEAL:

- i. If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued there under, he may file 1st & 2nd appeal under section 38 of RTPP Act-2012 to the following appeal authorities **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:**

Sr.	Type of Appeal	Name & Designation of appellate authority
1	First appeal	
	a) For purchase Cases of Corporate Level Purchase	Chairman & Managing Director, Rajasthan VidyutUtpadan Nigam Ltd, VidyutBhawan,

	Committee.	Jaipur.
	b) For purchase cases of Zonal/CE Level	Managing Director, Jaipur VidyutVitrان Nigam Limited, VidyutBhawan, Jaipur.
	c) For purchase cases upto Circle Level)	The Zonal Chief Engineer, Jaipur VidyutVitrان Nigam Limited
2	Second appeal	Energy Department, Government of Rajasthan

- ii) The form of appeal shall be as per Rule 83 of RTPP Rules, 2013 and memorandum of appeal shall be filled as per form-1 as prescribed under RTPP Rules, 2013.
Fee for appeal: - Subject to rule 84 of the RTPP Rule 2013 the fee shall be as under:-
a. For First Appeal:- Rs. 2,500/- (Rupees Two Thousand Five Hundred Only)+GST.
b. For Second Appeal:- Rs. 10,000/- (Rupees Ten Thousand Only)+GST.
- iii) It is further intimated that the fee shall be paid in the form of Demand Draft of Bankers Cheque of a Scheduled Bank payable in the name of Accounts Officer (MM), JVVNL, Jaipur.
- iv) Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:
- v) Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.
- vi) 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.
- vii) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- 12.** The bidders should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officers, should not have business activities suspended, should not be blacklisted or debarred by any utility/ government agency, should not have a conflict of interest.
- 13) Clause No. 1.16.1 of Instructions to Bidders (I.T.B.):-**

Each Bidder shall submit only one Bid and required to comply with the Code of Integrity and No Conflict of Interest as per RTPP Act 2012/Rules 2013 as detailed hereunder:-

Code of Integrity and no conflict of interest:-

I) Code of integrity

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 information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any;
- 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 procurement entity.**

II) Conflict of Interest

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

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

The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated

above in this Clause along with its Bid, in the format specified in Annexure-E & G.

III) Breach of Code of Integrity by the Bidder: -

Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

PERFORMA OF BANK GUARANTEE FOR BID SECURITY

(Bank Guarantee in lieu of Bid security on non-judicial Stamp Paper of Rajasthan State of 0.25% of the B.G value or Rs. 25,000/- , whichever is less)

To,
The Chief Engineer (MM),
Jaipur Vidyut Vitran Nigam Ltd., Jaipur

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

2. KNOW ALL PEOPLE by these presents that WE.....(name of bank) of (name of country), having our registered office at..... (addresses of bank) (hereinafter called "the Bank"), are bound unto (name of Purchaser) (hereinafter called " the Purchaser") in the sum of Rs.* _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank thisday of20.....

3. THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (ii) If the bidder refuses to accept the correction of error in his Bid; or
- (iii) If the Bidder, having been notified of the acceptance of its Bid by the purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Agreement within the time specified in purchase/work order, if required, or
 - (b) Fails or refuses to furnish the performance security within the time specified in purchase/work order in accordance with the GCC, or
 - (c) Fails to commence supply of goods or services or execute work as per purchase/work order within time specified.
- (iv) If the bidder breaches any provision of the Code of Integrity specified in the RTPP Act and Chapter VI of the RTPP Rules.

4. We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions specifying the occurred condition or conditions.

5. The decision of the CHIEF ENGINEER (MM), JAIPUR VIDYUT VITRAN NIGAM LIMITED, JAIPUR shall be final whether breach has been committed on the right to demand the amount of guarantee from us which has accrued to the purchaser.

6. This guarantee shall not cease or determine, if the purchaser grants time or indulgence or vary the terms of the contract with the Contractor or without our consent or knowledge.

7. The guarantee herein contained shall not be affected by any change in the constitution of the Contractor.

8. We... further undertake not to revoke this guarantee during its currency except with the previous consent of the CHIEF ENGINEER (MM), JAIPUR VIDYUT VITRAN NIGAM LIMITED, JAIPUR.

9. All disputes arising under the said guarantee between the Bank and the Nigam or between the Contractor and the Nigam pertaining to the guarantee, shall be subject to the jurisdiction of Courts in Jaipur, Rajasthan alone.

10. This guarantee will remain in force up to and including one hundred eighty (180) days after the date of the opening of bids, i.e. up to..... , with a further grace period of Ninety (90) days and any demand in respect thereof should reach the Bank not later than the above date.

Yours faithfully,
Bankers (EXECUTENT)

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

Witness :

- 1. _____
- 2. _____

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

* The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of bid.

Note1 :- In case the bid is submitted by a Joint Venture, the Bid Bank guarantee shall be in the name of Lead partner or in the name of joint venture partners submitting the Bid covering all the partners of the joint venture.

APPENDIX-C

**JAIPUR VIDYUT VITARAN NIGAM LIMITED
OFFICE OF THE SUPERINTENDING ENGINEER (MM-II)
OLD POWER HOUSE PREMISES, BANI PARK, JAIPUR -06**

DETAILS OF BANK FOR RTGS

FOR FURNISHING BID SECURITY/BANK GUARANTEE

1.	Account No.	51093320896
2.	Account Holder Name	Accounts Officer (MM)
3.	Bank Name & Branch	State Bank of India Collectorate Branch, Jaipur (Rajasthan)
4.	IFS Code	SBIN0031026
5.	Phone No. of Sr.Accounts Officer (MM) JVVNL Jaipur	0141-2202608
6.	Email ID of Sr.Accounts Officer (MM) JVVNL Jaipur	sraomm@jvvn.org

GSTIN of JVVNL: 08AABCJ6373K1Z7

APPENDIX-D

Format of Affidavit for MSME Unit

(On Non-Judicial Stamp Paper of Rs. 100/- attested by Notary Public/ First Class Magistrate)

I, _____ S/o _____ Aged _____ Years
residing at _____ Proprietor/ Partner/ Director of
M/s _____ do hereby solemnly affirm and
declare that:-

- (a) My/ our above noted enterprise M/s _____ has been issued acknowledgement of Entrepreneurial Memorandum Part-II by the District Industries Center, _____. The acknowledgement No. is _____ dated _____ and has been issued for manufacture of following items:-
 - (i)
 - (ii)
 - (iii)
 - (iv)
- (b) My/ our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.
- (c) My/our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.
- (d) The present status of the firm is as per acknowledgment of Entrepreneurial Memorandum Part-II issued on the date of District Industries Center, _____.

Place

Signature of Proprietor/ Director/
Authorized Signatory with Stamp and Date

VERIFICATION

I, _____ S/o _____ Aged _____ Years
residing at _____ Proprietor/ Partner/ Director of
M/s _____ verify and confirm that the
contents at (a), (b), (c) & (d) above are true and correct to the best of my knowledge and
nothing has been concealed therein. So, help me God.

DEPONENT

Declaration by the Bidder

In relation to my/ our bid submitted to SE (MM-II) For procurement of _____ in response to their notice inviting bids under TN-_____ I/We hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that : -

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

Date :
Place :

Signature of bidder
Name :
Designation :
Address :

Declaration by the Bidder

(On Rajasthan Non-Judicial Stamp Paper worth Rs.100/- + Surcharge on Stamp Paper as per rules)

In relation to my/ our bid submitted to SE (MM-II) JVVNL, Jaipur, For procurement of _____ in response to their notice inviting bids under TN-_____ I/We hereby declare that : -

We are qualified, not insolvent, not in receivership, not bankrupt or being wound up, not have affairs administered by a court or a judicial officers, not have business activities suspended, not blacklisted or debarred by any utility/ government agency, not have a conflict of interest.

Signed _____
Name _____

In the capacity of _____

Duly authorized to sign the bid for an on behalf of :

Dated on _____ day of _____

Corporate Seal _____

ANNEXURE-G**COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST
(Must be signed by the bidder and attached with Techno-commercial bid)**

1. COMPLIANCE WITH THE CODE OF INTEGRITY

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 information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any;
- 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 procurement entity.

2. Conflict of Interest

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

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

(Bidder's Signature)

Name & Designation with seal of the bidder