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- ould be immediately shorted out from bid process Tender documents will be made available on e-Tendering portal www.eproc.rajasthan.gov.in The bidders, in their own interest are requested to read very carefully the tender document before submitting the bid only through online on website www.eproc.rajasthan.gov.in . The bidders can download bid up to 06:00 p.m. one day prior to schedule date of opening of respective bid mentioned above documents and submit their bids online up to 12:00 p.m. on schedule of respective bid mentioned above.
- Eligible bidders should submit their bid well in advance instead of waiting till last date JdVVNL will not be responsible for non-submission of bids due to any website related problems.
- The cost of Tender specification **Rs. 2950/-** (Non-Refundable) (50% for MSME of Rajasthan) to be paid by Demand Draft in Favour of the Sr. Accounts officer(Cash & CPC), JdVVNL, Jodhpur and tender processing fees **Rs. 1000/-** shall be payable by demand draft in favour of The Managing Director RISL, Jaipur (Non-Refundable). The bidders are required to deposit all these payments in the office of the SE(MM&C), JdVVNL, Jodhpur up to 4.00 PM one day prior to date of tendering otherwise their bids are liable to be rejected.
- In lieu of Bid security, bidders are required to furnish Form of Bid Securing Declaration (**Appendix-B**) on Rajasthan Non-judicial Stamp Paper of Rs. 50/- (excluding surcharge on Stamp Paper, as per rules). Above Declaration should be furnished in favour of SUPERINTENDING ENGINEER (MM&C), JdVVNL, JODHPUR and which should be deposited to the Sr.AO(MM&C)JdVVNL, JODHPUR upto 4.00 p.m. of one WORKING day prior to schedule date of opening of technical bid and receipt of the same should be uploaded by the bidder along with the tender documents. . At the time of furnishing the form of Bid Securing Declaration, the bidder shall also furnish self attested and duly attested by Notary, the documentary evidence of SSI unit of Rajasthan or of sick unit (as applicable) along with affidavit as per schedule X on Non-Judicial Stamp of Rs. 100/-.

JODHPUR VIDYUT VITARAN NIGAM LIMITED
OFFICE OF THE SUPERINTENDING ENGINEER (MM&C)
NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR –342 003
Corporate Identity Number (CIN)-U40109RJ2000SGC016483 GST No. 08AAACJ8578R1ZJ

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TENDER SPECIFICATION NO. JdVVNL/SE(MM&C)/EIIIAIII/TN-1691

Tenders are hereby invited in e-procurement system for purchase of **RATE CONTRACT FOR FABRICATION OF VARIOUS STEEL ITEMS INCLUDING TRANSPORTATION OF RAW MATERIAL UNDER TN-1691.**

Tenders are to be submitted online in electronic format on website <http://eproc.rajasthan.gov.in>.
The details are as under-

S. No.	Name of Item	Quantity
1	RATE CONTRACT FOR FABRICATION OF VARIOUS STEEL ITEMS INCLUDING TRANSPORTATION OF RAW MATERIAL	5000 MT

A	NIT No.	TN-1691
B	Cost of tender specifications	Rs.2950.00 (Two Thousand Nine Hundred and Fifty Only) (50% for MSME of Rajasthan)
C	Processing fee of RISL	Rs.1000.00 (One Thousand Only)
D	Bid security (Fixed)	In lieu of Bid security, bidders are required to furnish Form of Bid Securing Declaration (Appendix-B) on Rajasthan Non-judicial Stamp Paper of Rs. 50/- (excluding surcharge on Stamp Paper, as per rules).
E	Validity	120 days from the next date of opening of techno-commercial 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.

IMPORTANT DATES

S.N.	Events	Date & Time	Location
1	Date of downloading of tender specifications	Up to 15.04.2021 (6:00 PM)	www.jdvvn.com & http://eproc.rajasthan.gov.in
2	Deposit of cost of Tender Specifications & Performa of Bid Securing Declaration and furnishing of Processing fee	Up to 15.04.2021 (4:00 PM)	Office of Sr. A.O (Cash & CPC) / SE (MM&C), JdVVNL , New Power House, Industrial Area, Jodhpur
3	Last Date & time of submission of electronic bid	Up to 16.04.2021 (12:00 PM)	http://eproc.rajasthan.gov.in
4	Opening of Technical Bid	16.04.2021 (3:00 PM)	http://eproc.rajasthan.gov.in
5.	Opening of Price Bid	To be intimated separately to the qualified bidders	http://eproc.rajasthan.gov.in

SECTION -III**QUALIFICATION REQUIREMENT****FOR FABRICATION OF STEEL ITEMS INCLUDING TRANSPORTATION OF RAW MATERIAL**

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.

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

Note: Requirement of minimum quantity to be offered shall be reduced to 25% for Rajasthan based units.

II) The bidder should furnish the details regarding fabrication/transportation work done, **if any**, for utility/Discom/ govt. deptt. /other Pvt. firms of similar items/higher rating of tendered items in the last three years from the date of opening of techno-commercial bid supported by orders copies, completion certificates, auditors certificates/client certificates etc. The bidder shall furnish documentary evidence in the form of certificate of C.A. in the prescribed Performa as per **Schedule VIA** only for their past fabrication records. This prescribed Performa should be either in original or copy duly attested by the 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 fabricated, period of the fabrication in the format prescribed. Any deviation to format or information diverted format will not be considered.

III) 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.

IV) The bidder shall clearly indicate the deviations such as Technical Deviation & Commercial Deviations in the prescribed Performa only. The deviations indicated elsewhere in the bid shall not be accepted.

V) (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 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.

V(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 LOA/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. Severment done by one Discom for non-supply of material and /or corresponding non-recovery of dues will not be effective in other Discoms **except in respect of common purchase cases of three Discom.**

4. On severment of business, the EMD/SD/vendor registration security will be forfeited.

5. The orders in execution satisfactorily will not be cancelled other than the order on which severment have been done.

V(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.

Note:-. 2. If the firm is debarred in one Discom for any reasons then the same should not be applicable in other Discom **subject to exception that in case of common Discoms purchases such debarment of a firm would be applicable to all three Discoms for that particular item and rating/capacity/size etc.**

(VI) 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.

SECTION -IV

GENERAL TECHNICAL CONDITIONS AND SPECIFICATION

SCOPE OF WORK: -

- 1.0** This specification covers the work of fabrication of steel items including transportation of raw steel for all types of fabricated steel items required for 33 & 11 KV, LT works viz. Cross Arms set with Top Hamper, lattice towers, sub-station structure set, line DP sets etc. in the store or any other site of Nigam ACOS. JdVVNL, JODHPUR /PALI /JALORE /BIKANER/RATAN GARH /BARMER /JAISALMER/ HANUMAN GARH/SRI-GANGANAGAR/ SIROHI or any other site of jodhpur discom. Various steel sections required in ordered fabrication work shall be provided by Nigam. All the required manpower and necessary plant & machinery shall be arranged by you for which no extra payment shall be made by the Nigam however space & free electricity for machinery used in fabrication work shall be provided by Nigam.

Note:- **The fabrication shall be allowed in only working days / working hours of the Nigam.**

2.0 ACCESS TO LOCATION:

- 2.0.1** It will be the contractor's sole responsibility to take the material up to the location of fabrication and shall have to arrange transportation including loading and unloading at his cost.
- 2.0.2** The contractor will be deemed to be very well familiar with the work to be executed before giving the offer.

3.0 WASTAGES:

The Nigam will allow 1% wastage for the steel fabrication :

The Contractor will make every effort to minimize the wastage. The contractor shall also return to the Nigam all the items un-used. However, the contractor shall compensate the Nigam at double the issue rate effective only work completion date for the quantities exceeding permitted wastage. Reconciliation of material shall be done immediately after completion of work. The unused material shall be got deposited in the store of ACOS/Store Superintendent.

4.0 STANDARDS:

The fabrication work shall comply in all respect to the requirements of the latest edition of the relevant Indian Standard Specification(s) except so far as modified in this specification. Where the relevant ISS is not available, the material / equipment should comply the latest BSS. The fabrication work shall conform to provision of IS-802 (part-I) -1978 latest amendments.

5.0 GENERAL TECHNICAL CONDITIONS

The following provisions shall supplement all the detailed technical Specification and requirements. The Bidder's proposal shall be based on the use of equipment and materials complying fully with the requirements, specified herein.

The Bidder shall furnish clause – by – clause commentary (with detailed technical data as required) on the Technical Specification demonstrating the goods substantial responsiveness to the Specification or deviation and exceptions to the provisions of the Technical Specification unless and until advised contrary to this in the bidding document.

6.0 DRAWINGS

The contractor has to fabricate the various steel sections as per the approved drawings of Nigam.

Further, the work by the contractor shall be strictly in accordance with these drawings and no deviation shall be permitted without written approval of the purchaser, if so required.

7.0 Reference Standards & Design Improvements

- 7.1 The Codes and/or Standards referred to in Specification shall govern, in all cases wherever such references are made. In case of a conflict between such Codes and / or Standards and the specification, latter shall govern. Such Codes and / or Standards, referred to shall mean the latest revisions, amendments / changes adopted and published by the relevant agencies.
- 7.2 Other internationally acceptable Standards that ensure equivalent or better performance than those specified shall also be accepted.
- 7.3 The Owner or the Contractor may propose changes in the Specification of the equipment or quality thereof and if the parties agree upon any such changes, the Specification shall be modified accordingly.
- 7.4 If any such agreed upon change is such that it affects the price and schedule of completion, the parties shall agree in writing as to the extent of any change in the price and / or schedule of completion before the Contractor proceeds with the change. Following such agreement, the provision thereof shall be deemed to have been amended accordingly.

8.0 Owner's Supervision

- 8.1 To eliminate delays and avoid disputes and litigation it is agreed between the parties to the Contract that all matters and questions shall be resolved in accordance with the provisions of this document.
- 8.2 The fabrication shall be carried out in accordance with the specification. The scope of the duties of the Owner's pursuant to the contract will include but not be limited to the following:
- (a) Interpretation of all the terms and conditions of these Documents and Specification. Review and interpretation of all the Contractor's Drawings, Engineering data etc.
 - (b) Witness or authorize his representative to witness routine tests at the circle stores.
 - (c) Issue certificate of acceptance and / or progressive payment and final payment certificate.
 - (d) Review and suggest modification and improvement in completion schedules From time to time; and
 - (e) Supervise the Quality Assurance Programme implementation at all stages of the Works.

9. FINANCIAL RESOURCES AND EXPERIENCE:

The bidder shall furnish the details regarding his previous experience in performing same or similar comparable work, the technical strength and manufacturing facilities available and also financial capability along with the tender. The bidder is also required to furnish the following information.

- a. Standing of the firm as manufacturer/Supplier
- b. Approximate qty, fabricated so far at his works on monthly basis.
- c. Testing facilities available at his works..

10. WORKMANSHIP:

The fabrication shall be done in such a way that there is a good finish of the fabricated structures. The steel structure shall be fabricated accurately adhering to dimensions as per the approved drawings. All the steel sections shall be carefully leveled/ straightened and made true to method which shall not injure the material so that when assembled the adjacent surface are in close contract through out. No rough edges shall be permitted anywhere throughout the work. Holes must be perfectly circular. The tolerance(s) as per drawing/ clause hereunder is permissible. All burrs left by drills or punches shall be removed completely. No bolts holes shall be more than 1.5 mm bigger than the corresponding bolt diameter.

11. INSPECTION, TESTING & CHECKING:

The finished product before acceptance shall be subject to inspection in respect of workmanship, checking of dimension/weight & testing as per requirement of relevant IS.

12. TESTS

The fabricated material shall be subject to following test as per IS at the circle stores.

- (i) Dimensional checking and visual inspection
- (ii) Weight checking
- (iii) Checking of welding

13. SAMPLING:

The inspection shall be carried out on each lot separately. The following number of pieces selected at random shall be subject to inspection and checking.

Workmanship and dimension checking: 3 % samples from finished item.

14. TOLERANCE IN DIMENSIONS:

The tolerance(s) shall be permissible as per IS: 1852-1985 (latest amended). Further the following tolerance(s) on fabricated items will also be allowed.

- | | |
|--|---------------|
| i) Tolerance in overall length | ± 3mm |
| ii) Tolerance in edge dimensions (centre of hole to end) | ±2mm |
| iii) Tolerance in hole centre | ±2mm |
| iv) Circular holes | No tolerance |
| v) Weight Tolerance | +2% to (-) 4% |

15. CRITERIA FOR ACCEPTANCE

The inspected material should be strictly in accordance to the drawing otherwise the material shall be treated as rejected and shall not be accepted.

16.0 STATUTORY REGULATIONS & STANDARDS: -**16.1 Statutory Regulations: -**

The contractor is required to follow Indian Electricity Act 2003, Indian Electricity Rules, 1956, as amended and other local rules and regulation referred in this specification.

16.2 Reference Standards: -

The codes and/ or standards referred to in the specification shall govern, in all cases wherever such references are made. In case of a conflict between such codes and/or standards and the specification, latter shall prevail. Such codes and/or standards referred to shall mean the latest revisions, amendments/changes adopted and published by the relevant agencies unless otherwise indicated.

17 CONTRACT AGREEMENT:-

You shall have to make an agreement with SE (MM&C), Jodhpur Discom, Jodhpur on the Non-Judicial Stamp paper worth of 0.25% of the contract value subject to maximum Rs.15000/- regarding acceptance of terms and conditions of Jodhpur Discom before starting transportation, fabrication of material.

18 TERMS OF PAYMENT:-**(a)For fabrication**

- i) 97% (Ninety seven percent) payment will be made by the Sr. Accounts Officer (CASH&CPC) JdVVNL, Jodhpur on receipt of verified bills from ACOS JDVVNL, JODHPUR /PALI /JALORE /BIKANER /RATAN GARH/BARMER/ JAISALMER/ HANUMAN GARH /SRI-GANGANAGAR/ SIROHI, duly Counter Signed by Superintending Engineer (MM&C) JdVVNL, Jodhpur Discom, Jodhpur and on completion of all contractual formalities.

- ii) Balance 03% (three percent) payment shall be released after ascertaining satisfactory performance of the work for a period of 12 (Twelve) month from the date handing over the finished fabricated steel items or on furnishing and acceptance of performance security Bank Guarantee equal to 03% of the contract value. Completion of the contractual formalities incorporated work order will be pre-requisite for making payment.
- iii) The Sr. Accounts officer (Cash & CPC) JdVVNL, Jodhpur, while making payment of bill shall ensure all statutory deduction applicable from time to time from running and final bills.

(b)For transportation

- i) The 100% payment will be made by the Sr.A.O. (Cash & CPC), Jodhpur Discom, Jodhpur after receipt of verified bill from the ACOS, Jodhpur Discom,. The Contractor will submit the bill in triplicate to the respective ACOS, Jodhpur Discom, after transportation of material.
- ii)The Sr. Accounts officer (Cash & CPC) JdVVNL, Jodhpur, while making payment of bill shall ensure all statutory deduction applicable from time to time from running and final bills.

19. WORK COMPLETION PERIOD:-

- a) The work of transportation shall be completed as per details given in the schedule VII.
- b) The period of completion of tender shall be 24 months from the date of receipt of LOA.
- c) Various work orders shall be placed, time to time in parts, upon you as per requirement of Nigam.
- d) The work shall be completed by you within a period of 2 months from the last date of issue of raw steel material and as per requirement of Nigam. For this you will approach the ACOS JDVVNL,/JODHPUR/PALI/JALORE/BIKANER/RATANGARH/BARMER/JAISALMER/HANUMAN GARH /SRI GANGA NAGAR / SIROHI immediately on receipt of work order.
- e) The tendered quantity (5000 MT) is tentative and can be increased / decreased up to any extent during the currency of contract.

20. DELAY IN COMPLETION OF WORK:-

The work completion period is the essence of contract and will be binding on you. If you fail to execute the work or any part of it within the stipulated time period, the Nigam shall be entitled at its option as under:-

- a. To effect recovery @ ½ % per week or part thereof subject to the maximum 5% of value of unexecuted work.
- b. To cancel the contract if so desired & to get the work executed from other agencies / contractor at your risk and cost.

21. PERFORMANCE SECURITY :-

The amount of performance security shall be 3 % of the amount of work order. 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. The bank guarantee shall be initially valid for 12 month and shall be further extended to cover the balance guarantee period where ever required by the purchaser. The firms situated outside the state of Rajasthan and not furnishing the bank guarantee on non Judicial stamp paper worth of 0.25% of Bank Guarantee value or maximum up to Rs. 25000.00, whichever is less, of Rajasthan Government, shall have to furnish difference amount of stamp duty on non Judicial stamp paper of Rajasthan Government.

The performance security from the successful bidder shall be taken or may adopt option after approval of purchaser to withheld 3% amount in lieu of performance security from each bill on prorata / proportionate basis.

21.01 SECURITY AGAINST MATERIALS :

The Contractor shall be fully responsible for the safe custody of all the material issued by JdVVNL for the work (s) as per quantity mentioned in Bill of Material enclosed along with work order till their completion and handed over to JdVVNL. For this the contractor shall take suitable storage-cum-erection insurance cover note for entire project / material equivalent to cost of Bill of Material of the work order at the store Issue Rate at his own cost. Such insurance will cover any

destruction / risk of loss or damage of material by way of theft, damage in transit etc. If insurance cover is not submitted, then the contractor is required to submit a Bank Guarantee against the cost of material.

22. EPF/ CPF SCHEME:-

The contractor will have to furnish the information in proforma "C" CPF para 6.5 (a) every month or with every bill in respect of the employees engaged in connection with the execution of work from the date of its start and up to the date of its completion. If the contractor fails to furnish this information, Nigam will be entitled to deduct the amount from the bills at the rates applicable at the time of payment as per CPF / EPF rules. This will be under the head 46.921(Misc. Deposits) of the contractor / employees till the contractor furnish the information in the above mentioned proforma along with nomination form with in stipulated period failing which the amount so deducted shall be deposited with the Regional P.F. Commissioner within stipulated period as per CPF rules.

22..01 ESI SCHEME:-

The contractor shall deposit / contribute all the due payment of ESI Deptt. if applicable and shall produce the copy of the receipt / challan to concern ACOS/Store Superintendent., before getting any payment.

23 SAFETY MEASURES:-

The contractor shall follow a safe method of working so that no damage / loss is caused to JdVVNL, regarding material and also injury to any of workers. The JdVVNL shall not be responsible in any way for the injury caused to contractor's labour while working. The contractors should ensure to get insured his all workers against accident from any Nationalized General Insurance Company. The insurance charges shall be borne by the Contractor. A copy of such policy shall be delivered to the Superintending Engineer (MM&C) JdVVNL, Jodhpur.

24 ISSUE AND ACCOUNTING OF MATERIAL:-

The various steel sections required in ordered fabrication work shall be issued by the ACOS JdVVNL, JODHPUR / PALI/ JALORE / BIKANER / RATANGARH / BARMER / JAISALMER / HANUMANGARH / SRIGANGANAGAR / SIROHI, after completion of all contractual formalities by the Contractor. Proper accounting of material received and deposited shall have to be maintained as directed by concern ACOS. After completion of work, the fabricated material along with wastage / scrap shall be handed over to ACOS in accordance with the quantity / weight of material issued.

25. TRANSPORTATION ARRANGEMENTS:

The renderers should also furnish the particulars of transportation vehicles owned by them. The tenderers who also undertake the guarantee for transportation of minimum steel sections daily up to consignees head quarters within stipulated delivery period shall be preferred in deciding the quantities to be ordered. They are responsible for coordination with agency from whom Nigam will procure raw steel. The Nigam shall provide the PO given to agency with allotted quantity to tenderer.

Transportation charges shall be furnished in the following manner:-

Rates are inclusive for loading, transportation & unloading of the material & running charges per MT per KM in the following slabs and shall be calculated as slab distance method:-

- 0 to 200 Km
- 201 to 250 Km
- 251 to 350 Km
- 351 to 400 Km and above

For example ,if rate finalized for slab 0 Km to 200 Km is Rs x per MT per Km and for slab 201 Km to 250 Km is Rs y per MT per Km, then total transportation payable for 210 Km per MT per Km shall be Rs = (200 x + 10 y) and so on.

The transportation rates are FIRM in all respect and are inclusive of loading, unloading charges.

25.0.1 Loss/Damages: You shall be fully responsible for Safe loading, transportation & unloading and for any loss/damage of the material. You shall be fully liable to pay compensation to Jodhpur Discom for cost of material which has been damaged during transportation /loading/ unloading.

25.0.2 Insurance: You shall transport the material duly fully insured. The charges of insurance paid shall be reimbursed by Nigam on production of proof of payment of insurance and policy documents.

25.0.3 Disputes: If any dispute arises, the decision of the Superintending Engineer (MM&C), Jodhpur Discom, Jodhpur will be final and binding upon you.

25.0.4 Authorization: The transportation of the material from prime producers to respective stores/site shall have to be arranged by you as and when consignment from prime producers would be available for supply of steel to be fabricated at store/site at above mentioned rates, after obtaining proper authorization of each consignment from respective consignee/ACOS, for the quantity to be transported under the work order .Further, the material transported from the prime producer shall be deposited to the respective consignee and thereafter the material shall be issued by the consignee/concern ACOS to fabricator.

SCHEDULE-I**SCHEDULE OF REQUIREMENT**

S.No.	Particulars	Qty in Sets/MT
1	Transportation of Raw steel From prime producer	5000.00MT
2	Fabrication of 11 KV Cross arm(Angle) with top hamper & clamp in the Circle stores.	80000 Sets/1023.120 MT
3	Fabrication of 33 KV Cross arm(Angle) with top hamper & clamp in the Circle stores.	10000 sets/ 228.49 MT
4	Fabrication of 33 KV, 36 feet Lattice Tower S/C with X arm & top hamper in the Circle stores.	500 sets/ 228.490 MT
5	Fabrication of 33 KV, 42 feet Lattice Towers D/C with X arm & top hamper in the Circle stores.	250 sets/ 145.245 MT
6	Fabrication of 11/0.4 KV S/S Sets in the Circle stores.	15000 sets/ 2501.190 MT
7	Misc. Other items (Welded Type) (Like LT bracket etc.) in the Circle stores	450 MT
8	Misc. Other items (Only Fabrication) (Like Line DP sets, Cut Point Channels etc.)	427 MT

Note: - The requirement as indicated above is tentative and can be decreased up to any extent & also can be increased at the time of placing of the order.

In case of urgency Nigam has reserved all rights to fabricate the steel items at any site other than circle store in the jurisdiction of Nigam.

The JdVVNL also reserves the right to split the quantities and to entrust the order for the works to one or more contractors. The tenderer shall agree to accept part work at the rates/prices decided by JdVVNL.

SCHEDULE-IIIMust be filled in by the tenderer and attach with technical bid (Part-I)

To,

The Superintending Engineer (MM&C)
Jodhpur Vidyut Vitran Nigam Limited,
Jodhpur.

Dear Sir,

With reference to your invitation to tender against specification No. JdVVNL/SE/MM&C/Spec/TN-1691, we agree to transport& fabricate the following quantity.

S.No.	Particulars of item	Tendered quantity	Qty. offered	Remarks
1	2	3	4	5
1	Transportation of Raw steel from stock yard of prime producer to circle store	5000.00MT		
2	Fabrication of 11 KV Cross arm (Angle) with top hamper & clamp in the Circle stores of Jdvvnl.	80000 Sets/1023.120 MT		
3	Fabrication of 33 KV Cross arm sets(Angle) with top hamper & clamp in the Circle stores of Jdvvnl.	10000 sets/ 228.49 MT		
4	Fabrication of 33 KV,36 feet Lattice Towers sets S/C with X arm & top hamper in the Circle stores of Jdvvnl.	500 sets/ 228.490 MT		
5	Fabrication of 33 KV,42 feet Lattice Towers sets D/C with X arm & top hamper in the Circle stores of Jdvvnl.	250 sets/ 145.245 MT		
6	Fabrication of 11/0.4 KV S/S Sets in the Circle stores	15000 sets/ 2501.190 MT		
7	Misc. Other items (Welded) MT (Like LT bracket, Beam etc.)	450 MT		
8	Misc. Other items (Only Fabrication) (Like Line DP set, Cut point Channels etc.)	427 MT		

- The prices as mentioned in Schedule-II (furnished in separate envelope under the cover "PRICE BID") are FIRM in all respect.
- The prices quoted are valid for a period of 120 days from the next date of opening of "Techno-Commercial Bids".
- The quoted /agreed prices are inclusive of ALL the statutory GST etc. as applicable at the time of opening of the bid, such as following charges:
 - Labour/ Erection charges including GST thereon.
 - Any other Tax / levies/duties/ charges what- so- ever.
- Any statutory variation in the GST during contracted completion period shall be to Nigam's account.
- It is noted that the quantities as mentioned in the specification are tentative and we agree to execute any quantity of work and at any circle stores/site of Nigam as per your requirement.

6. We have noted the standard terms of payment and undertake to abide by the same.
7. We also note that conditional offers are likely to be rejected.
8. We also note that wastage is admissible as per specification.
9. The fabrication work shall strictly be in accordance with work completion schedule as given in the **Schedule-VII**. In case we fail to complete the work as indicated in therein we shall pay penalty as per “Delay in completion” clause of the specification.
10. The material shall conform your specification No **JdVVNL/ SE/ MM&C/ TN-1691**,and as per ISS in all respect.
11. We confirm that we agree to adhere to all the commercial terms & conditions as well as the technical stipulation of your specification No **JdVVNL/ SE/ MM&C/ TN-1691**and there is no deviation. Such acceptance has also been confirmed in prescribed schedule IV & V enclosed herewith.
12. We confirm that we are qualified for bidding in terms of Qualification Requirements specified in the bidding documents and have submitted the requisite qualification Certificate & data/ documents with the bid.
13. Until a formal contract is prepared and executed, this together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
14. We understand that price quoted by us are firm and no price variation will be allowed on any item.
15. We understand that you are not bound to accept the lowest or any bid you may receive.

Date

Yours faithfully,
Signature of tenderer
With stamp

SCHEDULE-IV

**JODHPUR VIDYUT VITARAN NIGAM LIMITED
OFFICE OF SUPERITENDING ENGINEER (MM&C)
NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR -342003**

TELE: 0291-2742223

TELE FAX: 0291-2746539

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.

Certified that we agree to all the technical specification of the NIT except for the deviation to the extent indicated above.

(Signature).....

Place:

(Name).....

(Designation).....

(Common Seal).....

SCHEDULE-V

**JODHPUR VIDYUT VITARAN NIGAM LIMITED
 OFFICE OF SUPERITENDING ENGINEER (MM&C)
 NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR -342003**

TELE: 0291-2742223

TELE FAX: 0291-2746539

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 Technical Specification.

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).....

Place:

(Name).....
 (Designation).....
 (CommonSeal).....

SCHEDULE-VI**List of Past Experience**

Bidder's Name & Address:

To,

**The Superintending Engineer (MM&C),
Jodhpur Vidyut Vitran Nigam Limited,
New Power House,
Jodhpur-342003.**

Dear Sirs,

We have completed /executed the orders of Turn-key packages/ Labour contracts /fabrication work orders successfully as per details given hereunder:-

S.No.	Details of ordered work	Order No. & Date	Name & details of ordering utility	Date of commencement
1	2	3	4	5

Date of completion	Contract value of ordered /executed work	Whether order executed as per stipulated work completion schedule or not	Remarks
6	7	8	9

Date:

(Signature).....

Place:

(Name).....

(Designation).....

(Common Seal).....

Schedule-VI-A

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s_____ have fabricated ,tested and supplied similar item/higher rating of tendered material /equipments in last three financial years from the date of opening of Techno-Commercial bid to the Utilities/ Discoms/ Government Department, as detailed out below:-

S. No.	Financial year in which material fabricated	Particulars of items	Name and particulars of purchasing authority	Order No. & date	Unit	Quantity ordered in MT	Value in Rs.	Actual quantity fabricate d against the order	Value	Remarks
1	2	3	4	5	6	7	8	9	10	11

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.

Date:

(Signature).....

Place:

(Name).....

(Designation).....

C.A.

(Common Seal).....

With seal & Membership No

SCHEDULE-VII**Work Completion Schedule**

Bidder's Name & Address:

To,

**The Superintending Engineer(MM&C),
Jodhpur Vidyut Vitran Nigam Limited,
New Power House,
Jodhpur-342003.**

Dear Sirs,

We hereby declare that the following Work Completion Schedule, including transportation of equipments / machineries required for fabrication, installation and commissioning of the equipments and completion of works as detailed in the specification No. JdVVNL/ SE/ MM&C/ TN-1691.

(A)

S.No	Stage	Period
1	Transportation of equipments / machineries	Within 7 days from the date of issue of work order.
2	Installation and commissioning of the equipments	Within 10 days from the date of issue of work order
3.	Commencement of work	Within 30 days from the date of issue of work order
4.	Completion of ordered work	within a period of 2 months from the last date of issue of raw material

(B)

S.No	Stage	Period
1	Transportation of raw steel	Within 7 days from the date of issue of work order or documents released by prime producer for raw steel.

Date:

(Signature).....

Place:

(Name).....

(Designation).....

(Common Seal).....

SCHEDULE-VIII**Additional Details**

Bidder's Name & Address:

To

**The Superintending Engineer (MM&C),
Jodhpur Vidyut Vitran Nigam Limited,
New Power House,
Jodhpur-342003.**

Dear Sirs,

We hereby submit the following details:-

S.No.	PARTICULARS	DETAILS	
1	Turn Over	(In Lacs of Rs. Only)	
		2017-18	
		2018-19	
		2019-20	
2	Net Profit After Int. & Dep.	(In Lacs of Rs. Only)	
		2017-18	
		2018-19	
		2019-20	
3	Corporate/ Income Tax Paid	(In Lacs of Rs. only)	
		2017-18	
		2018-19	
		2019-20	

and submit the following certificate(s) /documents in support of the above: -

1. Copies of Audited Balance Sheet pertaining to last three years.

Date:

(Signature).....

Place:

(Name).....

(Designation).....

(Common Seal).....

List of Equipments

Bidder's Name & Address:

To,
**The Superintending Engineer (MM&C),
Jodhpur Vidyut Vitran Nigam Limited,
New Power House,
jodhpur-342003.**

Dear Sirs,

We hereby declare that we have sufficient men & machinery for successful execution of work against this tender enquiry, the details of which are given as under:-

Date:

(Signature).....

Place:

(Name).....
(Designation).....
(Common Seal).....

Format of Affidavit

(ON NON-JUDICIAL STAMP OF Rs. 100/-)

I _____ S/o _____ Aged _____ Yrs. _____
 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
 Centre _____. The acknowledgement No. is _____ dated
 _____ and has been issued manufacture of following items:

Name of Items	Production Capacity (Yearly)
---------------	------------------------------

- (i)
- (ii)
- (iii)
- (iv)
- (v)

- (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 acknowledgement of Entrepreneurial Memorandum Part-II issued on the date of District Industries Center, _____.

Place _____

Signature of
 Proprietor/Director Authorized Signatory
 With Rubber 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)
 and (d) above are true and correct to the best of my knowledge and nothing has been concealed therein.
 So, help me God.

DEPONENT

GENERAL

AMENDMENT IN ITB AND GCC

- 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:-**

A. Following arrangement is applicable upto 31.12.2021 in respect of tenders which are due for opening.

BID SECURITY DECLARATION:

In lieu of Bid security, bidders are required to furnish Form of Bid Securing Declaration (Appendix-B) on Rajasthan Non-judicial Stamp Paper of Rs. 50/- (excluding surcharge on Stamp Paper, as per rules).

Encls.: Appendix-B

The bidders are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when they withdraw or modify our bid after opening of bids;
- (b) when they do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when they fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when they do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if they breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar the bidder from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

B. IF THE BIDDER IS REQUIRED TO PAY THE BID SECURITY AMOUNT AS ABOVE, THEN IT WILL BE AS UNDER:

Bid security shall be **1%** of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be **0.25%** 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 **0.50%** 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 units of Rajasthan quote less than the tendered quantity then they are required to furnish Bid Security @ 0.25% of the estimated value of quantity offered on the basis of estimated unit FOR destination price.

The Bid Security amount (as applicable) to be paid by Demand Draft/Banker's Cheque in favour of Sr. Accounts Officer (Cash & CPC), JdVVNL, Jodhpur (payable at Jodhpur) or Bank Guarantee, in specified format (**Appendix-A**), of a scheduled bank in favour of Superintending Engineer (MM&C), JdVVNL, Jodhpur, be deposited in the office of the Superintending Engineer (MM&C), JdVVNL, Jodhpur, New Power House, Jodhpur.

The Bank Guarantee against Bid Security be issued by Nationalized / Scheduled Bank. The same may be accepted after confirmation by issuing Bank. If any Bid Security Bank Guarantee not is proper format / not confirmed by the issuing Bank the same would not be accepted and the bidder would be immediately shorted out from bid process.

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 5% 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.

3) 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.

- 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 following amendment is hereby made in GCC Clause No. 1.43 (Due Date of Payment):**

Payment shall be due and payable by the purchaser in accordance with the provision of the contract within a reasonable period from the date of receipt of each invoice by the 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 (Cash & CPC) Jodhpur Discom, Jodhpur / 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) 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.No	Type of Appeal	Name & Designation of appellate authority
1	First appeal	Chairman, Discoms
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 Sr. Accounts Officer (Cash & CPC), JdVVNL, Jodhpur.

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.

8) In case the terms & conditions mentioned in PO, ITB & GCC are modified/differ from RTPP Act, then RTPP Act shall supersede.

APPENDIX-A

Bank Guarantee No. _____.

Security Amount : _____.

Issued on dated : _____.

Valid upto : _____.

Claim upto / Grace period: _____.

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 Superintending Engineer (MM&C),
Jodhpur Vidyut Vitaran Nigam Limited,
Jodhpur.

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. / TN No. _____) (hereinafter called "the Bid").
2. KNOW ALL PEOPLE by these presents that WE _____ (name and address of branch 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 this _____ day of _____ 20 ____.
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 unconditionally and irrevocably to guarantee as primary obligator and not as surety merely to pay to the purchaser a sum of Rs. _____ (in words Rs. _____) 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 above three conditions specifying the occurred condition or conditions.
5. The decision of the Superintending Engineer (MM&C), Jodhpur Vidyut Vitaran Nigam Limited, Jodhpur 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 _____(Bank Name) further undertake not to revoke this guarantee during its currency except with the previous consent of the Superintending Engineer (MM&C), Jodhpur Vidyut Vitaran Nigam Limited, Jodhpur.
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 the Courts in Jodhpur, 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. upto _____, 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 (EXECUTANT)
Signed by the above named Bank in presence of :
(signature with full Name and Address)

Witness :

1. _____.
2. _____.

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

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

Note : 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.

Annexure 'A'**SELF ATTESTED UNDERTAKING TO BE GIVEN ON FIRM'S LETTER HEAD**

We, the undersigned declare that:

- 1. Our firm, its affiliates of subsidiaries including any subcontractor or suppliers for any part of the contract have not debarred by the state government or the procuring entity or a regulatory authority under any applicable law.**
- 2. We declare that we have complied with and shall continue to comply with the provision of the code of integrity including conflict of interest as specified for bidders in the RTPP Act 2012, RTPP Rules 2013 and the bidding document during the procurement process and execution of contract till completion of all our obligation under contract.**
- 3. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the procuring entity.**
- 4. 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.**
- 5. 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.**
- 6. 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.**
- 7. I/We do not have a conflict of interest as specified in the Act, Rules and the bidding document, which materially affects fair competition.**

Firm's Name

Seal & Signature

APPENDIX-B**FORM OF BID-SECURING DECLARATION**

(On Rajasthan Non-Judicial Stamp Paper worth Rs.50/- + Surcharge on Stamp Paper as per rules)

Form of Bid-Securing Declaration

Date:

Bid No. :

Alternative No. :

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.:-----

Name :_-----

In the capacity of :-----

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

Dated on day of

Corporate Seal .-----.

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]