



## Two Part Bid

**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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**BID DOCUMENTS FOR AWARD OF RATE CONTRACT FOR SUPPLY OF SPARE PARTS OF VCBs BY THE PAST SUPPLIERS UNDER SPECIFICATION NO. JDVVNL / SE (MM&C) / TN- 1765 FOR PROVIDING SPARE PARTS OF VCBs**

<b>A.</b>	NIT No.	TN-1765
<b>B.</b>	Last date for receipt of tenders	05.04.2022 up to 12:00 PM
<b>C.</b>	Date & time of tender opening	05.04.2022 at 3:00 PM
<b>D.</b>	Cost of Specification	Rs. 2,950.00 (Two Thousand Nine Hundred & Fifty only) For MSME of Rajasthan: Rs. 1,475 (One Thousand Four Hundred & Seventy Five only)
<b>E.</b>	Processing of RISL	Rs. 1,000.00 per set (One Thousand only)
<b>F.</b>	Bid security to be deposited	General Bidder: Rs. 18,92,242.00 Sick Unit of Rajasthan: Rs. 9,46,121.00 SSI unit of Rajasthan: Rs. 4,73,061.00
<b>G.</b>	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.	Last Date of downloading of tender specifications	Up 04.04.2022 (04:00 PM)	<a href="http://www.jdvvn.com">www.jdvvn.com</a> & <a href="http://www.eproc.rajasthan.gov.in">http://www.eproc.rajasthan.gov.in</a>
2.	Last Date of Deposit of cost of Tender Specifications, Processing fee & Bid Security	Up to 04.02.2022 (4:00 PM)	Office of Sr. A.O (Cash & CPC), JdVVNL , New Power House, Industrial Area, Jodhpur
3.	Last Date & time of submission of electronic bid	Up to 05.04.2022 (12:00 PM)	<a href="http://www.eproc.rajasthan.gov.in">http://www.eproc.rajasthan.gov.in</a>
4.	Opening of Technical Bid	05.04.2022 (03:00 PM)	<a href="http://www.eproc.rajasthan.gov.in">http://www.eproc.rajasthan.gov.in</a>
5.	Opening of Price Bid	To be intimated separately to the qualified bidders	<a href="http://www.eproc.rajasthan.gov.in">http://www.eproc.rajasthan.gov.in</a>

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1. Tender documents will be made available on e-Tendering portal [www.eproc.rajasthan.gov.in](http://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](http://www.eproc.rajasthan.gov.in) . The bidders can download bid up to 04:00 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.
2. 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.
3. 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, JODHPUR ( 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.
4. The Bid Security amount (as applicable) to be paid by demand draft/banker's cheque in favours of SR.AO(CASH & CPC), JDVVNL, Jodhpur (Payable at jodhpur) **342003 up to 4.00 p.m upto one WORKING day prior to schedule date of opening** of respective bid or Bank guarantee, in specified format, of a scheduled bank in favor of superintending Engineer (MM&C), JDVVNL, Jodhpur be deposited to the Sr. Accounts Officer (MM&C), JdVVNL, New Power House, Industrial Area,Jodhpur-342003 **up to 4.00 p.m. up to one WORKING day prior to schedule date of opening** of respective bid and obtain a receipt/acknowledgement thereof. No other mode of deposit shall be accepted. At the time of depositing the Bid Security amount or Bank Guarantee, the bidder shall also furnish self attested and duly attested by Notary, the documentary evidence of SSI/MSME unit of Rajasthan or of sick unit (as applicable) along with affidavit as per schedule XI on Non-Judicial Stamp of Rs. 100/-.

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.

**SECTION- III****TECHNICAL SPECIFICATION FOR PROVIDING SPARE PARTS OF VCBs BY THE SUPPLIERS****1. SCOPE:**

- i) This specification covers assessment and estimation for providing various Spare Parts of 36 KV/12 KV Outdoor/ Indoor VCB/VCB Kiosks lying at various circles/Sub-divisional stores of Jodhpur Vidyut Vitran Nigam Limited on Rate Contract Basis, so that VCBs lying at various sub-stations may be utilized by the Nigam.
- ii) The period of Rate Contract shall be for **two years**. The Rate Contract may be extended further on same Price, Terms and Conditions for a maximum period of 3 months, subject to the conditions that the market prices may not have fallen down during this period.
- iii) The Rate Contract shall be entered into with the Superintending Engineer (MM &C) Jodhpur Discom, Jodhpur for Price only without a commitment of the quantity, place and time of service.
- iv) Further to this Rate Contract, the Circle officers of M&P Wing i.e. SE (M&P) Jodhpur, Barmer & Bikaner shall issue Work Orders to you at the Contracted Price with mention of quantity, place and time of service required.
- v) The estimate cost of Spare Parts will not exceed to the **25%** of the original all adjusted unit FOR Destination Price of breaker.
- vi) The terms and conditions of the rate contract including provision for liquidated damages shall be similar to those prescribed for procurement by open competitive bidding.

**2. ELIGIBILITY :**

The bidders who have supplied VCBs to the Nigam in the past will only be eligible for awarding this Rate Contract for providing Spare Parts. The suppliers whose VCBs are lying unutilized due to missing parts will be allowed to provide spare parts in their own Make of VCBs only or authorized dealer of the firm.

**3. DETAILS OF SPARE PARTS:**

Mainly the following spare parts (to be supplied as per application IS Standards with latest amendments, if any) will be covered for awarding Rate Contract:-

S. No.	Item Name
1.	Shunt Closing coil with Plunger assembly [Aux volt: 110V DC]
2.	Series & Shunt Trip coils with plunger assembly & mounting bracket [4 coils = 1 set)
3.	Shunt Trip coil with plunger assembly [Aux voltage: 110 V DC]
4.	Fuse HRC link 10 A
5.	HRC Fuse Base 32 A
6.	Spur Gear Big
7.	Spur gear Small
8.	Pole Assembly (Barrier, Vacuum Interrupter & Upper-Lower Bus bar)
9.	Epoxy Barrier
10.	Vacuum Interrupter
11.	Roof Bushing
12.	Roof Bushing with copper stem & Assembly
13.	Wiring of Trolley
14.	Operating Mechanism, (spring charged store energy)
15.	Spring charging motor mechanism,
16.	Ammeter Selector switch
17.	Breaker Auxiliary switch [Contact: 6 NO+ 6 NC] ,
18.	Breaker Auxiliary switch [Contact: 8 NO+ 8 NC] ,
19.	Voltmeter [Type: Analog, Size: 96x96 Sq.mm] (Range: 0-15 KV)
20.	Ammeter (96x96 Sq.mm) Range: 0-100-200-400/5A
21.	Test Terminal Block Rear Connection
22.	Relay Test Terminal Block

23.	Breaker Control Switch
24.	Trivector Meter (TVM), AC HT Static meter suitable for 3 ph 4 wire unbalanced load [CT Ratio: 100-200-400/5A PTR: 11 KV/110 Volt]
25.	Numerical Relay 3 O/C & 1 E/F, Make _____
26.	Current Transformer [Ratio: 400-200-100/5-5A, STC: 16 KA Protection core:5P/15 VA, Metering core: 0.5S/15 VA]
27.	Indoor single phase resin cast Potential Transformer, Ratio: 11 KV/110 Volt, Burden: 100 VA,
28.	PT Primary Fuse [ Rating: 11KV, 3.15 Amp,
29.	Jaw Contact / Disconnecting contact [ Ratio: 630 Amp & above]
30.	Charging Link With Assembly for BB1-3
31.	Epoxy Post Insulator
32.	Wiring of Trolley , Type:RB1-3
33.	Power Factor meter
34.	Shunt Trip coil with plunger assembly, Aux voltage: 110 VDC
35.	Bridge Rectifier
36.	Power Pack 100Watt ,110VDC
37.	Upper terminal-L type
38.	Middle terminal-L type
39.	Earthing bus bar L TYPE [50x6 mm Copper]
40.	Copper flexible bus bar
41.	PT Jumper
42.	Middle terminal-pad
43.	Top Terminal Pad
44.	Limit Switch/Micro Switch
45.	Toggle Switch
46.	Door Switch
47.	32 pin Plug Socket
48.	Push Button-Black Shroud
49.	Local-Remote Switch
50.	Terminal Connector
51.	Indication Lamp
52.	Antipumping Relay
53.	Heater
54.	Thermostate
55.	Labour Charges per breaker for inspection & fixing of required spare parts to put defective breaker in operating condition.

**Note:-The technical features/specification/parameters etc. of spare parts shall be in line with Original Technical Specification/ Purchase Order/ GTP.**

#### 4. PRICES :

- i) Prices of individual spare part will be quoted in the Price Bid (BOQ) only. Amount of GST applicable will also be indicated in the Price Bid. No other taxes & duties shall be payable.
- ii) No Price Variation on the rates agreed, shall be allowed during the complete contract period.
- iii) The prices under the Rate Contract shall be subject to Price Fall clause. If the Rate Contract holder quotes / reduces its prices to render similar services at a price lower than the Contracted Price to anyone in the state at any time during the currency of Rate Contract, the Rate Contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for the same service of Rate Contract and the Rate Contract shall be amended accordingly. The firms holding parallel Rate Contracts shall also be given opportunity to reduce their prices by notifying them the reduced price giving them 15 days time to convey their acceptance. Similar action shall be taken if a parallel Rate Contract holding firm reduces its prices. If any firm holding Rate Contract does not agree to reduce the price as above, no further transaction shall be done with it. Service Provider has to provide an undertaking after every six months to the effect that they have not quoted or entered into a price lower than contracted in the current Rate Contract.
- iv) The quantities indicated in the BOQ are tentative and subject to change. JdVVNL does not guarantee any minimum quantities for this Contract.

5. **ASSESSMENT OF SPARE/ MISSING PARTS:-**

The Committee authorized by M&P Wing i.e. AEn (Protection), AEn (HTM/O&M) & firm's representative will assess the requirement of missing parts for individual VCB lying unutilized at various sub-stations, in the attached format.

6. **PLACEMENT OF WORK ORDER :**

On assessment of missing parts, the concerned SE (M&P) will place the Purchase Order to the respective supplier at the rates so finalized in this Rate Contract as per Delegation of Power (DOP).

7. **CONSIGNEE :**

After placement of work order of missing parts, the successful suppliers will delivered the ordered items to the concerned circle stores and will get the receipted challans as per practice.

8. **DELIVERY PERIOD :**

“The ordered spare parts will be delivered within 30 days of receipt of Work Order and Installation & Commissioning will be arranged by supplier within 30 days from the date of intimation of site by the concerned AEn (M&P) or from the date of arrangement of spare parts at site, whichever is later.

Recovery towards delay in delivery of spare parts and Installation & Commissioning shall be made separately as per provision of clause No. 1.24 (Delay in Delivery) of General Conditions of Contract.”

9. **GUARANTEE PERIOD :**

The spare parts so provided shall be guaranteed for satisfactory operation for a period of **18 months** from the date of successful Re-Installation & Commissioning of the Breaker. For this purpose you shall furnish manufacturer's warrantee on Rajasthan State Non-judicial Stamp Paper worth Rs.500/- in a manner detailed at Clause 1.41.2 (a) of "General Conditions of Contract".

The Performance Bank Guarantee/ Bid Security as furnished by the supplier against original purchase order of breaker, will be released only after ascertaining satisfactory working of all the breakers, after providing spare parts by the supplier and expiry of Guarantee period of spare parts so provided. This provision is in addition to other formalities/condition of original Purchase Order.

10. **ISSUE OF SPARE PARTS :**

The authorized officer/AEn (M&P) Jodhpur Discom, will get issued the spare parts from the concerned Stores according to supplier's work order, which will be made available to the authorized representative of the supplier at site. If the installation & commissioning of the particular breaker is to be arranged at any other site/sub-station, transportation, loading & unloading etc. of the same, will be in the scope of the Nigam.

11. **RE-INSTALLATION AND COMMISSIONING OF BREAKER :**

- i) After providing spare parts, the supplier shall arrange Re-Installation & Commissioning of the Breakers as per provision of Original Purchase Order/ Installation & Commissioning of Breakers, placed upon the supplier by the Nigam.
- ii) The Payment of re-installation, including foundation, if any, will be payable at the rates, terms & conditions of the Original Purchase Order/ Installation & Commissioning of Breakers, placed upon the supplier by the Nigam.

**12. PAYMENT :**

1. 40% (Forty percent) Payment of each consignment with taxes & duties shall be payable on supply of Spare parts.
2. Balance 60% payment shall be released on production of satisfactory Re-installation & commissioning report of Breaker duly verified by the concerned Assistant Engineer of M&P Wing.
3. The bank commission charges, if any shall be borne by the supplier.

**13. MODE OF PAYMENT:**

This shall be governed by the clause No.1.42.9 entitled "Mode of Payment" of the General Conditions of Contract and subsequent amendments issued by the Nigam from time to time.

**14. PERFORMANCE SECURITY:**

The successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 10% of the amount of the bill.

**FORMAT FOR ASSESSMENT OF REQUIREMENT OF MISSING PARTS**

S. No.	Breaker Sr.No.	TN No./ Make	Name of sub-station where breaker is lying	Name of O&M Sub-division	Name of circle M&P office	Name of Missing Parts	Qty. of missing parts

**15. The approximate quantity of make-wise VCBs require spare parts are as under:-**

S.No.	Name of Firms	Total
1	Areva	8
2	Alstom	10
3	Asiatic	57
4	CG	16
5	Pyrotech	11
6	Stelmec	609
7	Toshiba	124
8	Megawin	15
9	BHEL	43
	<b>Total</b>	<b>893</b>

**16 GENERAL:**

The tenders received without complete details required as per enclosed forms/schedules are liable to be rejected.

- 17** As GST act has been effected from 01.07.2017, therefore, BOQ has been prepared accordingly with applicability of GST. Further, old tax structure wherever appearing in ITB/GCC/Specification may be replaced by GST as per notification.

Further, GST registration number of Jodhpur Discom is 08AAACJ8578R1ZJ.

- 18** Every Micro, Small & Medium enterprises of Rajasthan shall be required to submit an affidavit in schedule-XI, along with duly filled bid document.

**Schedule – I****SCHEDULE OF REQUIREMENT OF ITEM**

<b>Name of Item</b>	<b>Approx Quantity (In nos.)</b>
No. of VCBs require Spare parts for different makes	893



Schedule-II

**PRICE ARE "FIRM"**





## SCHEDULE-III-A

### PRE-QUALIFICATION REQUIREMENT (PQR)

#### **ITEM:- AWARD OF RATE CONTRACT FOR SUPPLY OF SPARE PARTS OF VCBs BY THE PAST SUPPLIERS (TN- 1765)**

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.

#### **1.0 STATUS OF BIDDER:-**

- a. The bidders who have supplied VCBs to the Nigam in the past will only be eligible for awarding this Rate Contract for providing Spare Parts. The suppliers whose VCBs are lying unutilized due to Spare parts will be allowed to provide spare parts in their own Make of VCBs only or authorized dealer of the firm.
- b. 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-B, on Rajasthan Non-Judicial Stamp Paper of Rs. 100/ (excluding surcharge on Stamp Paper, as per rules).

#### **2.0 POOR RECORD OF PERFORMANCE AND DELIVERY:**

- 1) 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.

- 2) A Bidder debarred under section 46 of the RTPP Act 2012 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

#### **3.0 (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:- On debarment, the EMD/ SD/Vendor Registration security shall be forfeited.

**4.0 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) The bidder shall clearly indicate the deviations such as 'Technical Deviation & Commercial Deviations' in the prescribed proforma only. The deviations indicated elsewhere in the bid shall not be accepted.
- II) The bidder must clearly fill up each and every particular of guaranteed technical particulars annexed with Technical Specifications otherwise he will be responsible for Technical Non-responsiveness.
- III) All documents required in the prescribed format are to be furnished along with the bid itself only except an attested copy of BIS license (wherever it is required), failing which the bid will be summarily rejected.
- IV) However, a copy of BIS License may be submitted by the bidder up to the official working hours of one working day prior to the schedule / notified date of opening of price bid.

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**Schedule – VI (A)**

**JODHPUR 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:-

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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.



**Schedule – VI (B)**

**JODHPUR 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:-

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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.

**Schedule – VIII**

**JODHPUR 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:-

“The ordered spare parts will be delivered within 30 days of receipt of Work Order and Installation & Commissioning will be arranged by supplier within 30 days from the date of intimation of site by the concerned AEn (M&P) or from the date of arrangement of spare parts at site, whichever is later.

Recovery towards delay in delivery of spare parts and Installation & Commissioning shall be made separately as per provision of clause No. 1.24 (Delay in Delivery) of General Conditions of Contract.”

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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:-

**(Signature)**

Name & Designation  
with seal of the bidder.

**Schedule – IX****JODHPUR 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 &amp; 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, mobile & FAX No.)	
2.	Official email ID	
3.	GSTIN	
4.	HSN Code	
5.	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.	
6.	Place where works exist (indicate the name of the only one works from where you want to supply the offered material).	
7.	Details of machinery particularly with B.H.P. of each item installed.	
8.	Details of staff employed in the works	
9.	Date when started the manufacturing of item under reference	
10.	List of items manufactured.	
11.	Literature and drawings of items manufactured showing their description, size, design and other important technical particulars	
12.	Details of order so far, executed alongwith the names of organization to whom supplied.	
13.	Manufacturing capacity.	
14.	Is the workshop open for inspection by the representative of the board, if required?	
15.	Statement of financial resources and Banking Reference along with Balance-Sheet for previous two years	
16.	Testing facilities available for the manufactured articles in the testing laboratory of works.	
17.	Whether the Firm is a small/medium/large scale industry.	
18.	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**

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

TELEPHONE: - 0291-2651376

FAX: - 0291-2746539

**SPECIFICATION NO. JDVVNL / SE (MM&C) / TN-1765 FOR PROVIDING SPARE PARTS OF VCBs**

NIT No.	TN-1765
Last date for receipt of tenders	05.04.2022 up to 12:00 PM
Date & time of tender opening	05.04.2022 at 3:00 PM
Cost of Specification	Rs. 2,950.00 (Two Thousand Nine Hundred & Fifty only) For MSME of Rajasthan: Rs. 1,475 (One Thousand Four Hundred & Seventy Five only)
Processing of RISL	Rs. 1,000.00 per set (One Thousand only)
Bid security to be deposited	General Bidder: Rs. 18,92,242.00 Sick Unit of Rajasthan: Rs. 9,46,121.00 SSI unit of Rajasthan: Rs. 4,73,061.00
Validity	120 days from the next date of opening of techno-commercial bid.

**\*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 value of the quantity offered by them, failing which bid shall be considered non-responsive.**

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 attest documentary evidence duly attested by notary to claim the above.

**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 XI) shall be rejected.



8. Bids shall be furnished **through online**.

9. JdVVNL 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. JdVVNL 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 **(Section-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 (JdVVNL):-

- i. Suitable accommodation.
- ii. Local conveyance between arrival point, place of stay, works and departure point.

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

**Schedule – XI**

**(TO BE FURNISHED ON NON-JUDICIAL STAMP WORTH Rs.100/- & DULY NOTARIZED)**

**FORMAT OF AFFIDAVIT**

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 acknowledgment 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) & (d) above are true and correct to the best of my knowledge and  
 nothing has been concealed therein. So, help me God.

**DEPONENT**

**GENERAL**  
**Amendments in GCC & ITB**

- 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 value of the quantity offered by them, 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 SR. AO (CASH & CPC), JDVVNL, Jodhpur (payable at Jodhpur) 342003 **upto 4.00 p.m. upto one WORKING day prior to schedule date of opening** of respective bid or Bank Guarantee, in specified format, of a scheduled bank in favour of Superintending Engineer (MM&C), JDVVNL, Jodhpur, be deposited to the Sr.Accounts Officer (MM&C), JDVVNL, New Power House, Industrial Area, Jodhpur-342003 **upto 4.00 p.m. upto one WORKING day prior to schedule date of opening** of respective bid and obtain a receipt/acknowledgement thereof. No other mode of deposit shall be accepted. At the time of depositing the Bid Security amount or Bank Guarantee, the bidder shall also furnish self attested and duly attested by Notary, the documentary evidence of SSI/MSME unit of Rajasthan or of sick unit (as applicable) along with affidavit as per schedule X on Non-Judicial Stamp of Rs. 100/-.

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**

- (i) Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- (ii) The amount of performance security shall be **five percent** of the amount of supply order in case of procurement of goods and services and **ten percent** of the amount of work order in case of procurement of works. In case of **Micro, small and Medium scale Industries** of Rajasthan it shall be **one percent** of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose

cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be **two percent** of the amount of supply order.

### 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) **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 45<sup>th</sup> 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 RTTP 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) 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-B, on Rajasthan Non-Judicial Stamp Paper of Rs. 100/ (excluding surcharge on Stamp Paper, as per rules).”
- 9) In case the terms & conditions mentioned in PO, ITB & GCC are modified/differ from RTPP Act, then RTPP Act shall supersede

**ADDENDUM IN ITB**

**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 supply made to the licensed power utility outside India, the C.A. certificate furnished by the 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 price 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 one of such firm. The balance, if any will be distributed in the same proportion as indicated above among 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.

**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.



**APPENDIX-B**

**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&C) JdVVNL, Jodhpur, 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-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, not in receivership, not bankrupt or being wound up, not have affairs administered by a court or judicial officers, not have business activities suspended, **not be blacklisted or debarred by any utility/government agency**, not have a conflict of interest 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**