

## **Terms and Conditions (Specifications)**

### **1. QUALIFICATION REQUIREMENT:**

The bidder must possess the following requirements. It is clarified that the offer of those bids who do not qualify the following requirements shall not be entertained and the same shall be considered as disqualified. It is also intimated that merely meeting the following requirements does not indicate that the bidders shall be shortlisted for opening of financial bid. The short listing shall be made considering all the technical & commercial parameters furnished by the bidder along with the technical offer.

- (a) The bidder should possess experience of successful billing work on HCL system in Jodhpur Discom or Ajmer Discom or Jaipur Discom for at least one year as on 31.03.2019. The copies of the relevant detailed work orders and work experience certificate should be enclosed at the time of bid regarding above work experience.
- (b) The bidder should be registered with EPF, ESI and GST in case of notified area. The certificate of registration is to be enclosed at the time of bid.
- (c) The manpower to be provided should be graduate and should have knowledge to operate computer in windows/linux environment.
- (d) Machine to be supplied per man:
  - (i) One Computer:- Intel Core i3/Equivalent AMD based Computer or higher speed RAM 2/4 GB or Higher, hard disk 250 GB or more, 15" Monitor/TFT or bigger, 10/100/1000 Mbps LAN Card, CD/DVD Writer, Standard Keyboard, Optical mouse, Standard Serial parallel & USB ports Windows 7 or Higher, Anti-Virus, Preinstalled MS Office Responsibility of software licence will be borne by the contractor.
  - (ii) One Printer:- Black and White laser printer with speed 15 ppm or more. For specific needs Dot Matrix/inkjet printer may be taken in lieu of laser printer.
  - (iii) One UPS:- Online/Offline UPS for above Computer and printer with 30 minutes battery backup.

## **2. GENERAL INSTRUCTIONS:**

- 2.1 The Jodhpur Vidyut Vitran Nigam Ltd, or any authority designated herein after called 'OWNER' will receive bids in respect of services as set forth in the accompanying specification. All bids shall be prepared and submitted in accordance with these instructions. The Bidder, in his own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in General Conditions of Contract and Technical specification before filling the Bid proposal form. If he has any doubt as to the meaning of this specification or any portion thereof, he shall before submitting the Bid, refer the same to the Superintending Engineer (O&M), Jodhpur Vidyut Vitran Nigam Limited, Barmer in writing well in time before the specified date of opening of Bids so that such doubts may be clarified. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated / commented by him in his Bid.
- 2.2 Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid may be rejected.
- 2.3 INFORMATION REQUIRED WITH THE PROPOSAL:
- i. Oral statements made by the Bidder at any time related to any matter will not be considered.
  - ii. The bidder may use in the bid Standard catalogue pages and other documents to provide additional information and data as deemed necessary.
  - iii. In case the 'Proposal' information contradicts the specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical/ commercial deviation schedule.
- 2.4 RECEIPT AND OPENING OF BIDS.
- i. Bidder shall submit their bid in electronic format, digitally signed and stamped on each page. Bidder shall procure Digital Signature Certificate (DSC) as per IT act - 2000.
  - ii. The electronically received bids will be opened in the office of the Superintending Engineer (O&M), Jodhpur Vidyut Vitran Nigam Limited, Barmer on stipulated date & time in the presence of such tenderers or their authorized representative, who choose to be present. The system does not permit electronic submission of late tenders after the due date & time.
  - iii. In case, the date fixed for opening of the tenders be declared as a public holiday, the bid shall be opened on the next date on which office re-opens after such holiday(s).
- 2.5 FORMAT AND SIGNING OF BIDDER:
- i. The tender must contain the name, designation and place of business of the person or persons making the tender and must submit online & signing digitally with his DSC (Digital Signature). Tender by a partnership firm must be furnished with full names of all the partners and should be signed digitally by one of the member of partnership firm or by an authorized representative indicating the designation of the person or persons, with authority letter signed by the Chairman/ Secretary other person authorized to bind the Corporation / Company in the matter.
  - ii. Bid by a partnership must be furnished with full names of all partners and be signed with the partnership firm name, followed by the signature (s) and designation (s) of the authorized partner (s) or other authorized representative (s).

iii. Bids by corporation/ company must be signed with the legal name of the corporation/company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such corporation/ company in the matter.

iv. A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'Agent' or other designation without disclosing his principal will be liable to be summarily rejected.

v. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

vi. The Bidder's name stated on the proposal shall be exact legal name of the firm.

vii. Erasures or other changes in the bid documents shall bear the initials of the person signing the bid.

viii. Bids not conforming to the above requirements of signing shall be disqualified.

## 2.6 UNDERSTANDING AND CLARIFICATIONS ON DOCUMENTS AND SPECIFICATIONS:

a. The Bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and terms matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for at least 7 days before the specified date of opening of Techno-commercial Bid for interpretation/clarification by the owner. The Owner, then, will issue interpretation and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the bidder's proposal.

b. Verbal clarifications and information given by the owner or his employee(s) or his representative(s) shall not in any way be binding on the owner.

## 2.7 EFFECT AND VALIDITY OF BID:

i. The submission of any bid connected with these documents and specification shall constitute an agreement that the bidder shall have no cause of action or claim, against the owner for rejection of his bid. The owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the owner.

ii. The bids shall be valid for a minimum period of 180 days (One hundred eighty) days from the date of opening of technical bids or 180 days from the date of opening of financial bid whichever is later. Bids mentioning a shorter validity period than specified are likely to be summarily rejected /ignored.

iii. Owner may ask for extension in validity period. The bidder will be at liberty to accept it or not. In case bidder agrees to extend the validity period without changing his original offer, he will be required to extend validity period of the Bank Guarantee (Submitted against the SECURITY DEPOSIT) suitably.

2.8 COST OF SPECIFICATION:

The cost of Bid document as published in NIT shall be furnished along with SECURITY DEPOSIT prior to opening of bid and scan copy be upload on website of RISL. The document shall be downloaded/uploaded in the manner prescribed in bid document. The cost of bid and Bid Security shall be furnished through Bank Draft payable to Accounts Officer (O&M), JdVVNL, Barmer.

2.9 LATE BIDS:

The system does not permit electronic submission of late tenders after the due date & time.

2.10 CLARIFICATION OR MODIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids, JDVVNL may ask Bidders individually for clarification, in writing. No change in the substance of the bid shall be permitted except as required to confirm the correction of any typographical error. JDVVNL may modify.

2.11 REJECTION OF BIDS :

Any action on the part of the Bidder to revise the rates / prices and modification in the substance of original tender, submission of any supplementary information unless & otherwise asked for at his own instance after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bid to the NIGAM at least for one year. The owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the owner's action.

2.12 OPENING OF FINANCIAL BID:

The date and time for opening "Financial bid" will be intimated to the short-listed Bidders by JDVVNL in due course through „E“-Procurement web portal. „Financial Bid“ of the Bidders, not short-listed shall not be opened and shall be returned to such Bidders.

2.13 UNDERSTANDING & CLARIFICATIONS ON DOCUMENTS & SPECIFICATIONS:

The Bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and terms matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation / clarification by the owner. The Owner, then, will issue interpretation and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the bidder's proposal. Verbal clarifications and information given by the owner or his employee(s) or his representative(s) shall not in any way be binding on the owner.

2.14 POLICY FOR BIDS UNDER CONSIDERATION:

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the owner to the bidders. While the bids are under consideration, bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, the owner and / or his employees / representatives on matters related to the bids under consideration. The owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the bidders, either in writing or through personal contact, as may be necessary. Bidder will not be permitted to change the substance of the bid after the bid has been opened.

2.15 PERIOD OF CONTRACT:-

The procurement is being made vide work order for the period from 01.08.2019 to 31.03.2020 i.e. for 8 months and can be extended on the discretion of the JDVVNL in accordance with RTPP ACT 2012 and RTPP Rules 2013.

**3. SUBMISSION OF BIDS:**

The bidders, in their own interest, are requested to read very carefully Technical Specification before filling the bid. The Bid documents be downloaded from JDVVNL website <http://energy.rajasthan.gov.in/JDVVNL> or <http://eproc.rajasthan.gov.in> and upload the tender on website of RISL [www.http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in). No hard copy of the bidding documents will be provided to the bidders through this office. In case of any discrepancy found in bidding documents downloaded from the website and appended with the bid (as a bid document) and original copy of such document available in the office of Superintending Engineer (O&M), Jodhpur Discom, Barmer will be considered as final document for all purpose. The cost of Bid document as published in NIT shall be furnished along with Bid Security before opening of bid and scan copy be upload on website of RISL. The document shall be downloaded/uploaded in the manner prescribed in bid document.

- 3.1 Tenders shall be submitted online in the electronic format attached here to and all blanks in the tender and the schedule to the specification shall be duly filled in. The completed forms, schedule(s) shall be considered as part of the contract documents in the case of successful tenderer (s).
- 3.2 No alteration should be made to the format of the tender specification and schedules. The tenderer must comply entirely with specification.
- 3.3 The tender and all accompanying documents shall be in Hindi/English Language and shall be signed digitally by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the tender.
- 3.4 Tender should be filled in only with ink or typed and must be submitted online after signing digitally.
- 3.5 All additions, alterations and over-writing in the bid must be clearly signed by the signatory of the bidder otherwise bid will be summarily rejected.

- 3.6 The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any room for doubt.
- 3.7 The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- 3.8 Any printed conditions of sale on the bid shall not be accepted by the purchase authority.
- 3.9 The tender offer shall be submitted in time specified on <http://eproc.rajasthan.gov.in> in electronic format in the following manner:

i. **COVER – I**

- (1) For details of BID SECURITY / Bid E-processing fee and Cost of Bid document as detailed below:

i. Proof of depositing BID SECURITY (DD/Banker"s Cheque or by way of Bank Guarantee from scheduled Bank which shall be got verified from the issuing Bank (**as per point no. 5**))

ii. Proof of depositing DD/Banker"s Cheque towards e- Bid processing fee, **Rs 1180.00 in favour of MD, RISL, Jaipur.**

iii. Proof of depositing cost of Bid documents (DD/Banker"s Cheque), **Rs 2950.00 in favour of Accounts Officer (O&M), JdvvnI, Barmer**

**Note: No reimbursement shall be made for the cost of tender processing cost or cost of Tender to any bidder.**

- (2) Documents detailed below duly signed and stamped:-

(1) Schedule-1 for list of past Experience.

(2) Schedule-2 for Particulars & details regarding list of equipment & Technical hands available as per requirement of specification.

(3) Copy of Registration with GST, ESI, EPF.

(4) PAN Card

(5) Power of Attorney for authorized signatory to sign the tender document digitally if any.

(6) Name & correspondence address of the bidder along with phone /Fax No. & email address.

- ii. **Cover-II** For financial/price bid/BOQ (to be filled in Excel format) in prescribed schedule.

- 3.10 Bidders shall indicate in their bid the name and complete address of Excise authorities under whose jurisdiction is their works / offices falls.
- 3.11 All bids and accompanying documents shall be addressed to the S.E. (O&M) Jodhpur Vidyut Vitran Nigam Limited, Barmer.
- 3.12 The tenderer should sign the tender documents digitally and stamped on each page.
- 3.13 The tenders given in the form other than prescribed form will not be considered.

3.14 Only one representative, on submission of valid authorization of the signatory of the bid, will be allowed to be present during the opening of the bid.

3.15 The conditional bids shall not be accepted.

#### 4. PRICE:

The rates to be quoted are for one month and are inclusive of all taxes, duties local levies including surcharge and other misc. charges except GST. Rates to be quoted in INR only. GST shall be paid in extra if applicable and charged in the bill and will be reimbursed on submission of documentary proof in support of the claim. The price is firm in all respect. However, in case a new statutory tax, duty or local levies are imposed on this contract during its currency the same shall be reimbursed by the Nigam at actual on submission of documentary evidence format.

#### 5. BID SECURITY:

(i) In pursuance to RTPP Act, 2012 of Govt. of Rajasthan, Bid security deposited by the bidder should be 2% of the estimated cost in the form of banker cheque / DD/ BG (as per schedule 3) in favour of Accounts Officer (O&M), Jdvnl, Barmer. No preference/relaxation should be given to CLRC registered contractors in compliance to RTPP act. The Demand draft shall be accompanied with the bid in an envelope as per instructions given in these bidding documents. No other mode of deposit shall be accepted.

Estimated value of the work and security deposit is as under:-

No of men with machine	Period in months for which services are required	Estimated cost of per men with machine excluding GST	Total estimated cost of procurement	Security deposit @ 2%
40	8	10000.00	3200000.00	64000.00

(ii) Any other mode except as specified under clause (i) above such as Postal orders / Cheques/ Other forms of instructions are not acceptable.

(iii) In case of unsuccessful bidder, the bid security will be refundable on production of the original receipt within a fortnight after finalization of the tender. In case of successful bidder(s) the security cum performance guarantee if vendor(s) desires to furnish cash security deposit. However if the security cum performance guarantee is furnished through bank guarantee of such BG.

(iv) Request for adjustments / Proposals for acceptance of security deposits, if any already lying with Discom's in connection with some other tenders/ Orders shall not to be entertained.

(v) No interest shall be payable on such Deposits.

(vi) The Bid security taken from bidder shall be forfeited in the following cases, namely:

a) When the bidder withdraws or modifies its bid after opening of Bids.

b) When the bidder does not execute the agreement, if any after placement of supply/ work order within the specified period.

c) When the bidder fails to supply/work order or the supply of the goods/service or

d) When the bidder does not deposit the performance security within specified period after the supply/ work/order is placed.

- e) If the bidder breaches any provision of code integrity prescribed for bidders specified in the act and chapter 6 of RTPP rules 2013.

**6. PAYMENT:**

(a) After completion of period of each month of the work, the contractor shall submit bills in triplicate to the Accounts Officer (O&M) Jodhpur Discom, Barmer in first week of following month along with following certificate duly verified by concerned AEN/ARO {for bill of sub division} and AAO(Rev) {for bill of circle office):-

**Certificate**

1. The contractor M/s \_\_\_\_\_ has performed duties satisfactorily as specified in the specification of work order during the month of \_\_\_\_\_.
2. The absence of the worker during the month of \_\_\_\_\_ is \_\_\_\_\_man days.

Signature

(b) Accounts Officer (O&M), JDVVNL, Barmer for arranging 95% payment subject to any deduction covered under the contract, 5 % payment is deducted against performance security for Tender. However contractor may submit Bank Guarantee of 5 % value of work order of Tender/cluster valid for one year with grace period of three month. The payment shall be made by the Accounts Officer (O&M), JDVVNL, Barmer within the period of 30 days from the date of receipt of the bills.

The balance 5% payment shall be made along with final bill after satisfactory completion of contract and after meeting out all legal and contractual liabilities by the contractor as per terms and condition of the contract and if contractor submits PBG amounting 5 % of value of work order Tender/ Cluster instead of 5 % deduction from bill, 5 % PBG shall be refunded after satisfactory completion of contract and after meeting out all legal and contractual liabilities by the contractor as per terms and condition of the contract. All other statutory deductions like taxes and duties etc. as per prevailing rates shall be made by Accounts Officer (O&M), JDVVNL, Barmer while payment to the contractor. GST @ applicable rate for the time being in force will be paid only after production of GST deposit challan.

**No interest shall be paid for delay in payment, if any.**

**8. AWARD OF CONTRACT:**

Notification of award of contract will be made in writing to the successful bidder(s) by the owner. The contract will be awarded to the best qualified and the substantially responsive bidder offering the lowest evaluated bid in conformity with requirements of these specifications and documents and the owner shall be the sole judge in this regard and subject to the provisions of these instructions to bidders and other terms and conditions detailed out in



these documents and specifications. A responsive bid is one which accepts all terms and conditions of these specifications and documents without any major modifications. A major modification is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way the responsibilities or liabilities of the bidder or any rights of the owner as required in these specifications and documents. However, the owner may waive any minor formalities or irregularities in the bid. The contract will be awarded to first lowest responsive bidder after having discussions & negotiations with him, for ascertaining the reasonable price for tendered work. However where the prices quoted / agreed by such first lowest bidder, even after negotiation is considered higher, the competent purchase committee / authority may offer a still lower price, considered reasonable to all qualified participating bidders including first lowest one. On acceptance of such price by one or more bidders, the contract would be awarded to bidder standing lowest among those counter offer prices) as per original comparative statement. The contractor shall be fully responsible for the works to be executed under the contract and it should be expressly understood by him that any breach under any one of contract shall automatically be deemed as a breach of another contract and any such breach or occurrence giving the owner a right to terminate a contract and or recover the damages under that contract shall give owner a right to terminate the another contract and or recover the damages under such contract as well. However such breach or occurrence in any contract shall not automatically relieve the contractor of any of his obligations under another contract. If more than one bidder exists at same price then quantity of work order to be awarded shall be distributed equally among the bidders existed on same price.

**9. FUNCTION AND DUTIES TO BE PERFORMED BY CONTRACTOR/CONTRACTOR WORKERS:**

Following works are to be carried out by the personnel deployed by the contractor:-

1. Billing related activities which are to be carried out on HCL billing system in the office campus of the sub divisions/circle office.
2. Printing of Bill/notice/other performas etc at circle office Barmer/ at concerned sub divisions.
3. Any other work on HCL system as asked to do from time to time by the concerned SE/AO/XEN/ AAO /AEN/ /ARO.

**10. CONTRACT DOCUMENTS AND AGREEMENTS:**

The contractor shall execute a contract agreement with Superintending Engineer (O&M), Jodhpur Discom, Barmer within a period of 7 days from the date of work order on a non - judicial stamp paper of appropriate value as per the Indian Stamp Duty Act. The order placed under this specification shall be governed by the terms and conditions as incorporated in this section of the Specification and as given in the detailed work order and its annexure(s). The terms and conditions as specified in this section if differ from the terms indicated in the detailed work order and its annexure(s) the latter shall prevail. The contract shall for all purposes be construed according to the Laws of India and subject to jurisdiction of Rajasthan Courts only. The expenses of completing and stamping the contract agreement shall be borne by the Contractor. Such agreement shall be executed and signed by the competent authority of the contractor on each page thereof. The original copy is only to be executed on the stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement form along with the contract documents together with a Power of Attorney" in favour of the Executants shall be required to be submitted returned to the owner within a period of 7 days from the receipt of order duly signed on each page. One copy of the executed agreement duly signed by

the purchaser/owner shall be sent to the supplier for his reference. The contract documents shall mean and include the following:-

1. Contract agreement along with letter of Intent.
2. Work order and its annexures.
3. Terms and Conditions of the contract (Specifications)
4. Power of Attorney in favour of the signatory if any.

#### **11. Commencement Period And Delay Penalty**

The contractor shall have to commence the work within a period of 7 days from date of issuing work order. He has to also complete the execution of contract agreement and other formalities during the commencement period. After lapses of commencement period, if work is not started then delay penalty based on contract value per month per man with machine shall be as under:-

- (i) 10% per week or part thereof for first two weeks.
- (ii) In case delay exceed more than two weeks then @ of 30% per week and part thereof.
- (iii) If delay exceeds four weeks then work order shall be cancelled with forfeiture of Bid Security.

#### **12. SETTLEMENT OF DISPUTES:**

i. All disputes, differences, questions whatsoever so arising between the owner & contractor upon or in relation to or in connection with contract shall be deemed to have arisen at Barmer (Rajasthan.) and no court other than court in Barmer (Rajasthan) shall have jurisdiction to entertain the same. In any time any question, dispute or difference what so ever which may arise between the JDVVNL and the agency, the same shall be decided by the MD, JDVVNL or by the settlement committee constituted by him and shall be final and binding on both the parties.

ii. The NIGAM has constituted settlement committee to settle the disputed cases. For the disputed amount up to Rs.2.5 Lac the case may be referred to the CE level settlement committee and if the disputed amount is more than 2.5 Lac the case shall be referred to the corporate level settlement committee. The non refundable fees for referring the case to the settlement committee is as given below:

- i) Reference fee for CE level settlement committee - Rs.300/-
- ii) Reference fee for corporate level settlement committee- Rs.3000/-
- iii) Fee for review of cases by corporate level settlement committee- Rs.5000/

\* The Nigam has rights to revise above fees without any prior notice.-

iii. The settlement committee fees as shown above shall be deposited in cash/demand draft /pay order with the Accounts Officer (O&M) JDVVNL, Barmer and shall furnish receipt thereof with a request for referring their disputes to the settlement committee for consideration/decision.

#### **13. FURTHER CORRESPONDENCE:**

All correspondence pertaining to the work order shall be addressed to the Superintending Engineer (O&M), JDVVNL, Barmer.

#### **14. PENAL PROVISION:**

Person deployed for work by contractor found not performing duty as per work order or found absent shall be penalised @ Rs. 350/- per man per day.

**15. CANCELLATION OF THE CONTRACT:**

The performance of the contractor shall be watched regularly. If at any stage it is found that the performance of the agency is not satisfactory or if the contractor commits breach of any of the terms & condition then the contract may be rescinded by giving one-month notice in writing to the contractor to this effect. In such case, no compensation will be paid by the Nigam. In case the contractor wishes to rescind the contract then he will have to give three months" notice in writing to the Nigam.

Due to unforeseen reasons / change of Nigam"s policy the contract can be rescinded by the Nigam at any time by giving three months" notice in writing to the contractor to this effect.

**16. SUB-LETTING:**

The contractor shall not sublet the contract or any part of this contract to any other person / Agency. In case of violation, action will be taken against him as per prevailing law in force/ besides termination of contact.

**17. Excess/extra Items:-**

In case of some additional men (Extra/Excess) with machine are required due to creation of new sub divisions or due to any other administrative requirement shall be allowed as per RTPP Act-2012 & Rule-2013 made there under on the same terms and conditions and rate as per work order.

**18. ACCEPTANCE OF THE ORDERS:**

On receipt of work order, the contractor shall submit its acceptance within a period of 7 days from the date of work order to the Superintending Engineer (O&M), JDVVNL, Barmer, and copy to concerned Superintending Engineer (O&M) failing which his security Deposit as available with the Nigam shall be liable to be forfeited.

**19. FAILURE TO EXECUTE THE CONTRACT:**

Contractor failing to execute the order placed on them to the satisfaction of the JDVVNL under terms and conditions set forth therein, will be liable to make good the loss sustained by the JDVVNL. This is without prejudice to the imposition of penalty and forfeiture of any available financial holds. Penalty & Fine shall be applicable as per "Rajasthan Transparency in Public Procurement Act-2012 & Rule-2013 made there under.

**20. COMPLIANCE OF LABOUR LEGISLATION:**

The bidder shall discharge its liability of employer/ contractor in respect of personnel to be engaged for service, as said out in EPF and MP Act, 1952 ESI Act, 1948 (in ESI implemented area), Employee"s compensation act, 1923 (in non ESI implemented area) contract labour (R&A) Act, 1970, Payment of Wages Act, 1936, etc. The bidder is required to get separate code under the provision of EPF and ESI Acts, if not already taken and deposit the employer"s contribution along with employee subscription as per Law for the time being in force from his own resources since no reimbursement of such expenses will be made by JDVVNL as the price to be quoted in bid are inclusive of all kind of charges/taxes/EPF contribution/ ESI contribution except GST which will be paid in extra by JDVVNL, and the bidder shall be solely responsible for any consequences arising out of breach of any legislation.

**List of Past Experience  
(Cover I)**

**Schedule 1**

Bidder's Name & Address :

To,  
The Superintending Engineer (O&M),  
Jodhpur Vidyut Vitran Nigam Limited,  
New Power House, Near Police Line  
Barmer 344001

Dear Sir,

We have completed /executed the work orders of Providing Man with Machine for billing related activities on HCL system in Electricity Distribution company as per spec under TN- successfully as per details given hereunder:-

S.No.	Details of Ordered Work	Order No. and Date	Name and 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

Note: Certificate(s) of competent authority of the utility for satisfactory execution of stated works are to be furnished along-with this schedule. Date :

(Signature).....

(Name).....

Place :

Designation .....

Common Seal

**LIST OF EQUIPMENTS AND TECHNICAL HANDS  
(Cover I)**

Bidder's Name & Address :

To,  
The Superintending Engineer (O&M),  
Jodhpur Vidyut Vitran Nigam Limited,  
New Power House, Near Police Line  
Barmer 344001

Dear Sir,

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:-

1. Number of men available:
2. Number of machine as per specification available:

Date :

(Signature).....

(Name).....

Place :

Designation .....

Common Seal

**Bid Bank Guarantee (FOR Bid Security)(Cover I)**  
**Ref : Bank Guarantee No. .... Dated: .....**

**Schedule 3**

To,  
The Superintending Engineer (O&M),  
Jodhpur Vidyut Vitran Nigam Limited,  
New Power House, Near Police Line  
Barmer 344001

1. Whereas .....[name of the Bidder] (hereinafter called "the Bidder") has submitted its bid dated .....[date of submission of bid] for providing 31 man with machine for billing related work ..... [name of contract] (here-in-after called "the Bid").

2. KNOW ALL PEOPLE by these presents that WE..... [name of bank] of ..... [name of country], having our registered office at..... [Address 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 \_\_\_\_\_ 200\_\_\_.

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, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the General Conditions of Contract;

4. We undertake and authorize our branch situated at Barmer (Rajasthan) address:

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

5. The decision of the SUPERINTENDING ENGINEER (O&M), JODHPUR VIDYUT VITRAN NIGAM LIMITED, BARMER shall be final whether breach has been committed on the right to demand the amount of guarantee from us which has accrued to the purchaser.

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

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

8. We, \_\_\_\_\_ further undertake not to evoke this guarantee during its currency except with the previous consent of the SUPERINTENDING ENGINEER (O&M), JODHPUR VIDYUT VITRAN NIGAM LIMITED, BARMER.

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 Court in Barmer, Rajasthan alone.

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

Yours faithfully,

Bankers (EXECUTANT)

Witness:-1.

2.

{The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of bid}

