

JODHPUR VIDYUT VITRAN NIGAM LIMITED



**SUPERINTENDING ENGINEER (CC) JODHPUR VIDYUT VITRAN NIGAM LIMITED OLD
POWER HOUSE, JODHPUR-342006**

TENDER SPECIFICATION

**Hiring of computer System with printer & Operator (Man & Machine) for
billing activities UNDER Jodhpur City Circle Jodhpur Discom for 1 year *against TN
CC-1***

VOLUME -

Last date for online submission of Bid Proposal is 13.02.2020 upto 05.00 PM

Cost of tender specification: Rs.2950/-

Contact Details	
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SECTION-I

PRE-QUALIFICATION REQUIREMENT:

1. GENERAL

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.

2. ELIGIBILITY

I . The Bidder must be registered with **GST**

II . The bidder must not be blacklisted/ debarred / under business relation severed by any state/ Central Govt./PSU /Power utilities on the date of bid submission. The Bidder should provide an undertaking (Self certificate) in prescribed format in this regard. Prescribed format is enclosed at schedule- 1.

III. Minimum technical requirement of the hardware and Software's to be hired shall be as under :

A.**Computer** : Intel Core i3/Equivalent AMD based Computer of 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 Write, Standard Keyboard, Optical mouse, Standard serial, parallel & USB ports windows 7 or higher, Anti Virus preinstalled MS Office, Responsibility of software license will be borne by the Contractor/firm.

B.**Printer** : Black & White laser printer with speed 15 ppm or more for specific Needs, DOT Matrix/ inkjet printer may be taken in lieu of laser printer.

C.**UPS** : Online/offline UPS for above Computer and printer with 30 minutes Battery backup.

IV. **Manpower** : The personnel should be graduate should have knowledge to Operate computer in windows/ Linux environment good knowledge Practice in word Processor spread sheets and internet operation and other related computer operations and should have sufficient speed of typing in Hindi & English

NOTE :-

1. All bidders are requested to upload the documents related to qualification requirement strictly as per specification, uploaded documents should be clearly visible otherwise bid may be rejected.

2. If the price quoted by two or more qualified bidders are equal in a lot than total experience in three financial years (2017-18, 2018-19 & 2019-2020) for that lot's concerned office will be consider as a criteria for finalisation of L-1 bidder in that particular lot

MINIMUM WAGES CRITERIA SHOULD BE STRICTLY FOLLOWED

The Contractor shall abide by factories Act, 1948, Minimum Wages Act, Payment of Wages Act, 1936, Industrial Dispute Act, 1947, EPF & MP Act, Employees Compensation Act, Contract Labour (R&A) Act, 1970, ESI Act, 1948 and other Acts, Rules as applicable to workers employed by him.

In this regard minimum rate for **hiring of computer System with printer & Operator(Man & Machine) for billing activities** per month per computer has been calculated, on behalf of latest circular issued by Labour Department (Govt. Of Rajasthan) regarding Minimum wage. Thus minimum rate excluding EPF, ESI & GST for one computer per month is Rs. 7774.00/- (Rupees Seven Thousand Seven Hundred And Seventy Four Only). However minimum rate including EPF, ESI & GST for one system per month is Rs. 10719.93/- (Rupees Ten Thousand Seven Hundred Nineteen and Ninty Three paisa only).

The Bifurcation for details in respect of minimum wages, EPF, ESI and other Taxes are available at Annexure- A mentioned below:-

OFFICE OF SUPERINTENDING ENGINEER (CC), JdVVNL, JODHPUR									
Calculation for minimum wages to be paid as per latest minimum wages act issued by labour department(Govt. of Rajasthan) for COMPUTER OPERATOR									
Summary of Financial Bid As Per Notification & Rules lump sum rate to be quoted for various tenders including Monthly Wages, EPF, ESI, Goods & Services tax/GST, etc.									
Sr. No.	No. of Person require d for each COMPU TER	Rate as per latest Minimum Wages Act of Rajasthan (Govt.) per day for skilled workman (In Rs.)	Days	Wage s (In Rs.) for 30 days per GSS	PF, EPF , EDLI etc @13.61 % (In Rs.)	ESI @ 3.25 % (In Rs.)	Total (In Rs.)	GST 18 % (In Rs.)	Grand Total (In Rs.)
1	2	3	4	5	6	7	8	9	10= 8+9
1	1	299.00	26	7774.00	1058.04	252.65	9084.69	1635.24	10719.93

Remark:- Any downward variation in the EPF, ESI & GST rate if occurred in future then the effect of same will be taken into account in the contract amount and the benefit of same will be taken by Nigam.

SECTION-II

TERMS & CONDITIONS FOR THE WORK OF HIRING OF COMPUTOR WITH PRINTER AND OPERATOR FOR BILLING ACTIVITIES UNDER JODHPUR CITY CIRCLE JODHPUR DISCOM

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS:

1.1 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 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 (CC), Jodhpur Vidyut Vitran Nigam Limited, Jodhpur 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.

1.2 Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid may be rejected.

1.3 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.

1.4 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 (CC), Jodhpur Vidyut Vitran Nigam Limited, Jodhpur 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).

1.5 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 a 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. Full names of all the partners and should be signed digitally by one of the member of partnership firm or by a 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.
- ix Power of Attorney on NJS Rs. 500/- of Rajasthan State for authorized signatory to sign the tender document digitally.

1.6 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.

1.7 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 **120 days from the date of opening of**

Techno-commercial bids. Bids mentioning a shorter validity period than specified are likely to be 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 BID SECURITY) suitably.

1.8 COST OF SPECIFICATION:

The cost of Bid document as published in NIT shall be furnished along with BID SECURITY 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 (CC), JdVVNL, Jodhpur and in form of BG shall be submitted in the name of SE (CC), JdVVNL, Jodhpur in the office of SE (CC) valid initially upto the bid validity period plus 30 day grace period & Further extendable till finalization of bid.

1.9 LATE BIDS:

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

1.10 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 „Financial bid“ based on discussions with individual Bidders short-listed even after opening of „Technical bid“.

1.11 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.

1.12 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.

1.13 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 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.

3. SUBMISSION OF BIDS:

The bidders, in their own interest, are requested to read very carefully I 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 <http://www.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 (CC), Jodhpur Discom, Jodhpur 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. <http://www.eproc.rajasthan.gov.in>. 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** for details of BID SECURITY / Valid exemption certificate/ Registration certificate with copy of letter indicating validity of B.G. / Tender processing fee and Cost of Tender document (to be filed in pdf format).
- ii. **COVER – II** for Techno- Commercial Bid (to be filed in pdf format):

In this part of bid, tenderer will have to furnish Technical Particulars in regard to all required details of Technical Specification of computer and printer along with details required in various/schedules “EXCEPT THE PRICE SCHEDULE” so that the purchaser

may be able to examine whether the offer submitted is technically acceptable and also confirm to our commercial terms and conditions or not.

- iii. **COVER – III** for Financial/Price Bid/BOQ (to be filed in pdf and .xls format).

This price bid shall include submission of details of prices as per specification. The price bid will be opened only after being satisfied with Technical and Commercial Bid as per qualifying requirement stipulated in the Specification and bid of such qualified bidders will only be opened. The date of opening of such price Bids will be intimated in due course of time.

- 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 Superintending Engineer (CC), Jodhpur Vidyut Vitran Nigam Limited, JODHPUR .
- 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 for for hiring of computer System with printer & Operator (Man & Machine) for billing activities are inclusive of taxes (GST), duties local levies including surcharge and other misc. Charges and Goods & Services tax, if payable, shall be paid on submission of GST Invoice in support of the claim. The price is firm in all respect. However, in case of upward variation in existing taxes, duty or local levies are imposed on this contract during its currency the same shall be paid by the Nigam at actual on submission of documentary evidence.

Any downward variation in the GST rate/duty/cess if occurred in future then the effect of same will be taken into account in the contract amount and the benefit of same will be taken by Nigam.

5. BID SECURITY:

- i. The bidder shall furnish (Bid Security) @2% of estimated cost of LOT(s) as mentioned in "Invitation for bids"/Tender Notice by crossed bank draft payable in the name of Accounts Officer (CC), JDVVNL, Jodhpur. and in form of BG shall be submitted in the name of SE (CC), JdVVNL, Jodhpur in the office of SE (CC). No other mode of deposit shall be accepted.
- ii. Any other mode except as specified under clause (i) above such as Postal orders/ cheques/ other forms of instruments 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.

Bid security in case of successful bidders will be refundable only after when the performance security deposit is deposited by the Successful bidder either in the form of DD or in case bidder request for the deduction of Performance security deposit of 5% through its bills submitted to. AO (CC) then the Bid security will be refundable only after the deduction of complete 5% of Contract amount. The performance security will be refunded with in one month on submission of no dues certificate from concerned office after completion of contract agreement .

- vi. No interest shall be payable on such Deposits.
- vii. The JDVVNL reserves the right to forfeit Bid Security Deposit or a part thereof in circumstances, which according to it indicate that the tenderer is not interested in accepting/executing order placed under the specification.

- viii. Other terms and conditions regarding bid security which are not mentioned here shall prevail as per RTPP Act 2012 and Rules 2013 made thereunder.

6.0 Documents to be Uploaded with the Tender:-

- a. **Cover I** for details of BID SECURITY / Tender processing fee and Cost of Tender document as detailed below:
- i. Proof of depositing BID SECURITY (DD/Banker's Cheque)
 - ii. Proof of depositing DD/Banker's Cheque towards e- tender processing fee.
 - iii. Proof of depositing cost of tender documents (DD/Banker's Cheque).
- b. **Cover II** for Techno- Commercial Bid as detailed below duly signed and stamped:-
- (i) Schedule-1.(Self Declaration of non Blacklisting/Debarment/Business relation severment).
 - (ii) Schedule 3 for confirmation with regard to "NIL DEVIATION" in respect of commercial terms & conditions of the specifications.
 - (iii) Schedule-4 for confirmation with regard to "NIL DEVIATION" in respect of Technical terms & conditions of the specifications
 - (iv) Schedule-5 for experience
- Cover-III** For financial/price bid/BOQ (to be filled in Excel format) in prescribed schedule.

9. AWARD OF CONTRACT:

Notification of award of contract will be made in writing to the successful bidder(s) via e-mail and registered address by the Superintending Engineer (CC), JDVVNL.

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.

9. SUPERVISION:

The work shall be carried out under the supervision & control of Accounts Officer/Executive engineer/Assistant Engineer/Assistant revenue officer of concerned office

10. PAYMENT:

Payment Procedure:-

- 1- The contractor shall furnish monthly bill to the concerned officer in triplicate . After verifying the bills by concerned officer will submit to the next higher authority for counter signature, if required, concerned who will further submit the bills to the A.O (CC),JdVVNL.,Jodhpur for payment through cheque or online payment.
- 2- Statuary deduction shall be made from contractor's bill.
- 3- If the contractor is not in a position to provide the Man & Machine in time, deduction from monthly bill shall be made on daily rate basis including all taxes and duties.
- 4- Any irregularity made by the operator it will be responsibility of the contractor.
- 5- The responsibility of P.F., E.S.I. regulation and if any other provision the contractor as operator shall be to contractor's account and in no circumstances the Nigam shall be responsible for the same and any type taxes shall be borne by the contractor at his own cost..
- 6- Contractor bill will be not accepted after lapsed of two month period.
- 7- Payment will be released only after producing online deposition wages sleep of computer operator in his bank account for last month if computer operator is hired.
- 8- The contractor has to execute an agreement on Rajasthan Govt. Non Judicial Stamp paper worth Rs. 500/- at his on cost in each above work order.
- 9- Any dispute shall be the jurisdiction of Jodhpur Court

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

11. CONTRACT DOCUMENTS AND AGREEMENTS:

The contractor shall execute a contract agreement with the Circle Superintending Engineer (CC) JDVVNL, within a period of 7 days from the date of work order on a non -judicial stamp paper of appropriate value as per the Rajasthan Stamp Duty Act.1998 vide notification no. F2 (38) vidhi/2/2019 dt. 21.08.19 at S.No. 8 (4) of Ch.5.

The contract documents shall mean and include the following:-

1. Contract agreement along with letter of Intent.
2. Work order and its annexure.
3. Instructions to bidders.
4. General Conditions and Specifications
5. Power of Attorney in favour of the signatory.
6. Performance Security of 5 %

All documents which were required during the bid shall also be submitted along with the Contract Agreement.

Commencement Period And Delay Penalty :- The contractor shall have to commence the work within a period of one month (30 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 COMPUTER 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 exceed four weeks then work order shall be cancelled with forfeiture of BID SECURITY and Security Deposit.

Note:-The commencement of the contract shall be the date of installation of computer system with operator. This date shall be reference date for calculation of contractual month for the purpose of monthly payment to the Contractor.

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

- 1- The contractor shall provide one no computer system, printer with toner, UPS & Computer operator. The System should be complete in all respect and should work trouble free, No consumable will be provided by JdVVNL. Except paper and ink
- 2- The computer operator shall report in the office at 09:30 AM sharp and remain Up to 6 P.M. on Monday to Saturday. if work performance of computer operator/system is not satisfactory then the contractor has to provide a suitable Replacement immediately on telephonic information.
- 3- The contractor shall not sub-let the contract to any other agency.
- 4- Discom does not allow any claim of permanent hiring of computer & operator in the Discom including carriage of above equipment.
- 5- The commencement of the contract shall be the date of installation of computer system with operator. This date shall be reference date for calculation of contractual month for the purpose of monthly payment to the Contractor.
- 6- The contractor and his authorized person will not interfere in the working of Jodhpur Discom. Any unlawful activities shall not be allowed
- 7- Jodhpur Discom shall not be responsible in any manner for any act or omission or commission of the workers engaged by the contactor No. claim in this regard shall lie against Jodhpur Discom. If by virtue of any law in force, Jodhpur Discom is made liable to pay any amount by way of penalty / damages/ fine etc. contractor shall be liable to indemnify/ reimburse to the extent of amount so paid along with other expenses incurred by Jodhpur Discom to defend such cases.

14. PERIOD OF CONTRACT:

The work may be awarded initially for a period of **one** which may be further **extended by half year** on satisfactory performance of the contractor, on the discretion of management on same rates, terms & conditions with mutual consent.

15. 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 Jodhpur (Rajasthan.) and no court other than court in Jodhpur (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 ACE(S&T-CSS), JdVVNL, Jodhpur 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.1000/-

ii) Reference fee for corporate level settlement committee- *Rs.3000/-

iii) Fee for review of cases of corporate level settlement committee- *Rs.5000/

* Plus GST shall be extra as per prevailing law

* 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 Sr.Accounts Officer (CPC) , Jodhpur and shall furnish receipt thereof with a request for referring their disputes to the settlement committee for consideration/decision.

16. FURTHER CORRESPONDENCE:

All correspondence pertaining to the work order shall be addressed to the Superintending Engineer (CC), JDVVNL, JODHPUR .

17. 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.

18. UNDER TAKING:

The Jodhpur Vidyut Vitran Nigam Limited reserves right to withhold payment of the contractor for any liability put on the department due to workmen compensation Act or any other liability by any other court for the period beyond six month from the date of expiry of contract for which contractor shall give an undertaking on non - judicial stamp paper worth Rs. 500/- of Rajasthan Government. The contractor shall

be solely responsible for payment of compensation to the workers in case of accident as provided by the Workmen Compensation Act.

19. PENAL PROVISION:

i If the contractor is not in a position to provide the Man & Machine in time deduction from monthly bill shall be made on daily rate basis including all taxes and duties.

ii In case the work is suspended beyond 4 (Four) days in any month then contract will be treated as terminated from the fourth day of work suspension in month.

20. 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.

21. ACCEPTANCE OF THE ORDERS:

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

Price BID and BOQ enclosed on Excel
Sheet

SCHEDULE-1

Self Declaration of non Blacklisting/Debarment/Business relation severement

To,

**The Superintending Engineer (CC),
JODHPUR VIDYUT VITRAN NIGAM LIMITED
Jodhpur – 342003**

In reference to the tender ref.

no.....dated.....as an
owner/partner/director ofI/We
hereby declared that our company/firm

.....is not blacklisted/debarred & business relation are
not severed with any State/Central Govt. /PSU/ Power utilities on the date
of bid submission.

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

Thanking you,

Yours faithfully,

(Signature).....

Date

Place:

(Name).....

(Designation).....

(Common Seal).....

SCHEDULE-3

Commercial Terms & Conditions

Bidder's Name & Address:

To
The Superintending Engineer (CC),
JODHPUR Vidyut Vitran Nigam Limited,
OLD Power House, Jodhpur

JODHPUR – 342003

Dear Sirs,

Sub : Confirmation for "No Deviation" in Commercial terms & conditions of package
No. JdVVNL/ SE/ CC/ TNCC-

We hereby confirm that there is no deviation in commercial terms & conditions stipulated in the bidding documents and we are agreed to adhere the same strictly.

Date :
Place :

(Signature).....

(Name).....

(Designation).....

(Common Seal).....

Technical Terms & Conditions

Bidder's Name & Address :

To

The Superintending Engineer (CC),
Jodhpur Vidyut Vitran Nigam Limited,
OLD Power House, Jodhpur
JODHPUR – 342003

Dear Sirs,

Sub :- Confirmation for "No Deviation" in Technical terms & conditions of package
No. JdVVNL/ SE/ CC/ TNCC-

We hereby confirm that there is no deviation in technical terms & conditions stipulated in the bidding documents and we are agreed to adhere the same strictly.

We also confirm that tendered material shall be procured from vendors approved by JDVVNL and shall be conforming to various requirements of relevant ISS/Specification/orders and as per design and drawing approved by the Nigam.

Date :

(Signature)

Place :

(Name).....

(Designation)

(Common Seal).....

List of Past Experience in The Offices of Jodhpur Discom

Bidder's Name & Address :

To,
The Superintending Engineer (CC),
Jodhpur Vidyut Vitran Nigam Limited,
Old Power House, Jodhpur
JODHPUR –
342006

Dear
Sirs,

We have completed /executed the work orders for hiring of computer system with printer and operator successfully in Jodhpur Discom's offices in three financial years (2017-18,2018-19 & 2019-2020) as per details given hereunder

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

Date of completion	Number of system	Total month as per completion	Total Experience in Terms of Colum 7x8	Remarks
6	7	8	9	10

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

Date
:

(Signature).....
(Name)

Place :

.....
....
(Designation).....

(Common Seal).....