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NIGAM LTD**

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**TENDER SPECIFICATION**

SPECIFICATION No. **JdVVNL/ SE/ TW/ TN-TW 412** for Operation & Maintenance of 33/11 KV Sub-Stations identified, in respect of various sub-divisions/divisions of SE (O&M), Jodhpur Discom, Pali

**VOLUME - I**

**Cost of tender specification: Rs.2950/-**

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## SECTION-I

### 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 class “A/B” Electrical license issued by Electrical Inspectorate of any state Govt. or Central Govt. of India and is a qualified contractor who regularly undertakes the projects of the type specified and has adequate technical knowledge and practical experience. If the bidder owns a license other than Rajasthan state, then he will have to obtain it within one month from Electrical Inspectorate of Govt. of Rajasthan before commencement of the work in case he is selected for award failing which the contract awarded is likely to be cancelled. An undertaking to this effect is to be furnished along with bid. The registration should be valid from the date of start of the work and shall remain valid up to 30 days from the date of completion of contract period.
  - i. The bidder should have atleast Three Years experience for operation and maintenance of 33/11 KV sub station and bidder having similar exposures in higher volatage class than 33 KV i.e 66 KV, 132 KV & 220 KV etc. shall also be considered for Technical Evolution, during last five financial years from date of opening of Bid i.e. from 2012-13 to 2016-17 in any of the Discoms.
  - ii. The Bidder should have mimimum experience of three years for operation & Maintenance of GSS of 50 % quantity of GSS for which bidder quoted in last five years.
  - iii. The copies of the relevant detailed work orders should be enclosed regarding above work experience.
  - iv. The ‘G’ Schedule / reports indicating various activities of works executed should also be enclosed alongwith satisfactorily work completion certificate issued by concerned officer not below the rank of Executive Engineer or equivalent in case of in any of the Discoms.
- b. The Bidder should have **Minimum Annual Turnover (MAT)** not less than 50 % value of estimated cost of Tender//lot, **for which bidder quoted**, in any one year of last five financial years. In case a bidder is quoting for more than one Lot, Pre-qualificaton reqrement shal be examined on the basis of sum of Lot requirements of MAT of all quoted Lot. Details of all lot are available at “Annexure-F”. A **CA Certified certificate is required for the same.**
- c. The contractor should be registered with PF and ESI Department in case of notified area. The certificate may be produced prior to opening bid.

- d. The contractor should possess the valid license as provided under section 12 of the contract labour ( R&A) Act 1970 , an attested photocopy of which should be submitted by the Contractor.

The work of Operation & Mainmtenence of GSS under the domain of Jodhpur Discom shall be one year initially.Nigam shall review same as per need and same can be extended for one more additional year.

The bidder has to quote for minimum one lot of particular Circle for a particular tender of circle. However bidder may participate in different LOT of Circle under Jodhpur Discom separately as per NIT.

## SECTION-II

### **COMMERCIAL TERMS & CONDITIONS FOR THE WORK OF OPERATION AND MAINTENANCE OF 33/11 KV SUB-STATION UNDER JODHPUR DISCOM**

#### **INSTRUCTIONS TO BIDDERS**

#### **2. 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 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 (TW), 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 (TW), 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. 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.

#### 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 15 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 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 EMD) suitably.

1.8 COST OF SPECIFICATION:

The cost of Bid document as published in NIT shall be furnished along with EMD 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 EMD shall be furnished through Bank Draft payable to Senior Accounts Officer (CPC), JdVVNL, Jodhpur

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.

#### 1.14 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.

#### 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 [www.JdVVNL.com](http://www.JdVVNL.com) 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 (TW), 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 EMD 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 for details of EMD / letter indicating validity of B.G. / Tender processing fee Rs 11800.00 in favour of MD, RISL, Jaipur and receipt of Cost of Tender Rs 2950.00 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 Guaranteed Technical Particulars in regard to all required details of Technical Specification and confirmation of commercial terms and conditions of GCC (General Conditions of Contract) and its addendum/corrigendum, if any, 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.

- 2.1 Bidders shall indicate in their bid the name and complete address of Excise authorities under whose jurisdiction is their works / offices falls.
- 2.2 All bids and accompanying documents shall be addressed to the S.E. (TW) Jodhpur Vidyut Vitran Nigam Limited, Jodhpur.
- 2.3 The tenderer should sign the tender documents digitally and stamped on each page.
- 2.4 The tenders given in the form other than prescribed form will not be considered.
- 2.5 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.
- 2.6 The conditional bids shall not be accepted.

#### 4. **PRICE:**

The rates for operation and maintenance of 33/11 KV sub-station are inclusive of all taxes, duties local levies including surcharge and other misc. Charges and Service tax, if payable, shall 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.

Note:- The bidders are required to quote the price as per clause No. 1 and 3(ii) of section –II regarding worker to be deployed and minimum wage criteria in prescribed Price Bid/BOQ format.

#### 5. **EARNEST MONEY DEPOSIT:**

- i. **In pursuance to RTPP Act, 2012 of Govt. of Rajasthan, Bid security / earnest money deposited by the bidder should be 2% of the estimated cost in the form of banker cheque / DD/ BG in favour of AO(CPC). 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.**
- 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 tenderer, the Earnest money will be refundable on production of the original receipt within a fortnight after finalization of the tender. In case of successful tenderer(s) the Earnest Money will be taken into account in arriving at the amount of 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 (BG) the EMD will be released consequent to acceptance of such BG.
- iv. Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the Discom's in connection with some other tenders/orders shall not be entertained.
- v. No interest shall be payable on such Deposits.
- vi. The JDVVNL reserves the right to forfeit Earnest Money Deposit or a part thereof in circumstances, which according to it indicate that the tenderer is not earnest in accepting/executing order placed under the specification.

**Documents to be Uploaded with the Tender:-**

- a. **Cover I** for details of EMD / Tender processing fee and Cost of Tender document as detailed below:
  - i. Proof of depositing EMD (DD/Banker's Cheque) /vendor Registration certificate with copy of letter indicating validity of B.G / central or state Govt. undertaking certificate for exemption.
  - 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.(Bid –bank guarantee form for EMD ).
  - (ii) Schedule 3 for confirmation with regard to “NIL DEVIATION” in respect of commercial terms & conditions of the specifications otherwise Schedule VB.
  - (iii) Schedule-4 for confirmation with regard to “NIL DEVIATION” in respect of Technical terms & conditions of the specifications otherwise Schedule VA.
  - (iv) Schedule-5 for list of past Experience.
  - (v) Schedule-6 for Particulars & details regarding list of equipments & Technical hands available as per requirement of specification.
  - (vi) Schedule-6(A) regarding qualification requirement for annual turn-over /Profit and Loss account /balance sheet/Income Tax Returns along with necessary supporting documents and certificate of registered chartered Accountant for eligibility.
  - (vii) Schedule-6(B) for detail indicating execution of works during last five financial years along with supporting documents like copy of W.O , G-Schedule, final bill, duly notarized completion certificate atc. Specified on “Qualification Requirement”.
  - (viii) Schedule7 for Security Bank Gurantees for safe custody of 33/11KV GSS regarding

operation & Maintenance of GSS.

Following documents are also required to be uploaded with the Tender are here under:-

- (i) Copy of class "A/B" Electrical contractor license.
  - (ii) Copy of Registration with labour department, insurance certificate, undertaking in respect of registration of Building & Construction, Act-1996 and oth supporting documents required as per specifications.
  - (iii) Power of Attorney for authorized signatory to sign the tender document digitally.
  - (iv) Copy of latest Balance-Sheet for last 3 years.
  - (v) Name & correspondence address of the bidder along with phone /Fax No. & email address.
- c. **Cover-III** For financial/price bid/BOQ (to be filled in Excel format) in prescribed schedule.P1-P12 alongwith corresponding lot number mentioned in Annexure-F.

## 6. **PAYMENT:**

After completion of period of one month for operation and maintenance, the contractor shall submit bills in triplicate, in first week of following month to the concerned Assistant Engineer for verification. While verifying the bill following certificates shall be recorded by Assistant Engineer (O&M) on each bill: -

- 1 The contractor has carried out all the operation & maintenance duties satisfactorily as specified in the specification during the month for which payment has been claimed.
- 2 All the records prescribed under the specification were regularly maintained by the contractor during the month \_\_\_\_ at each Sub-Station.
- 3 The power availability during the month of \_\_\_\_\_ has been \_\_\_\_\_ %
- 4 The contractor has deployed one ITI holder worker in each shift of 8 hours per day.
- 5 Weekly duty chart was displayed by the contractor on the notice board.
- 6 Appointment letter of workers were pasted by the contractor on the notice board.
- 7 The contractor had performed watch and ward of every Sub-station area and equipment and had maintained lighting arrangement properly.
- 8 Payment to worker should be ensured / verified by Contractor as per wages rules and next payment shall be released after verification of same through Bank Statement of worker.

During operation & maintenance of SubStation, proper supply as per prevailing Nigam rules should be given by his deployed workman as intimated by Nigam time to time. The same labour must not be allowed to perform duty more than 8 hours duty during a day (24 hours), failing which it will be treated violation of Labour Act/ Rules and penalty will be imposed as per penal provision.

The contractor will deploy workmen for sub-stations which could be used **partially or solely** for any of the sub-station and shall be at the discretion of Discom.

The bidder shall produce copy of Bank statement of payment proof of the previous month in the forthcoming bills.

After due verification and recording above certificates, the AEN (O&M) will further forward the bill to concerned XEN for counter checking and signature and onward transmission to the

Sr. Accounts Officer (CPC), JDVVNL, Jodhpur 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 Sr. Accounts Officer (CPC), JDVVNL, Jodhpur within the period of 30 days from the date of receipt of the bills in his office and on receipt of copy of insurance premium receipt in respect of the workers engaged by contractor and copy of challans with supporting details of the workers engaged, wages paid, PF & ESI (if applicable) subscription and contribution duly tallied with the challan amount from the contractor in token of deposition of PF & ESI (if applicable) amount for the previous month as well as on completion of the contractual formalities as mentioned at clause No. 2,3,6,7 which ever is later. However, 95% payment of first bill of every contract shall only be made after random checking of at least 3 Sub-stations per division by the officer(s) nominated by Circle SE for ensuring the compliance of the entire contractual obligation to be discharged by the contractor. The checking officer shall submit his report to Circle SE & Sr. AO (CPC) within a week from the date of nomination (by second week positively). The Sr. AO (CPC) on receipt of this report only shall arrange payment of the first bill to the contract as per the terms of payment. 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. The final bill shall also be routed through Executive Engineer concerned. All other statutory deductions like taxes and duties etc. as per prevailing rates shall be made by the Sr. Accounts Officer (CPC) while payment to the contractor.

In the event of introduction of GST in the course of performance of contract, project Implementation Agency (PIA) i.e. JDVVNL shall examine its impact on the affected transactions under the contract in totality, for equitable adjustment in the contract price, if required. The contractor shall furnish the relevant details/documents for this purpose, as may be required by PIA.

For the purpose of the Contract, it is agreed that the Contract Price specified in (Contract price and terms of Payment) of the Contract Agreement is based on the taxes, duties levies and charges prevailing at the date seven (07) days prior to the last date of bid submission. If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the contract price shall be made to fully take into account any such change by addition to the Contract price or deduction there from, as the case may be, in accordance with Changes in Laws and Regulations thereof. However, these adjustments would be restricted to direct transactions between the Employer and the Contractor for which the taxes and duties are reimbursable by the Employer as per the Contract. These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor and also not applicable on the bought out items dispatched directly from sub-vendor's works to site.

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

7. **BANK GUARENTEE AGAINST SAFETY OF MATERIAL & EQUIPMENT:**

Before commencement of work by the contractor, he shall furnish a Bank Guarantee in favour of Superintending Engineer (TW), JDVVNL, Jodhpur equivalent to 10 % of Contract value towards safety of JDVVNL's material and equipment installed. The Bank Guarantee shall remain valid during the currency of the contract with a grace period of 3 months. The Bank Guarantee shall be released after ascertaining that all the legal and contractual liabilities as per contract have been met out by the contractor to the entire satisfaction of Nigam. Performa for safe custody Bank Guarantee has been enclosed.

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 GSS 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:

### **(A) Operational function & duties to be performed: -**

Workmen of contractor shall strictly provide three phase & single phase supply on each 11 KV outgoing feeder 33/11 KV Sub-station as per schedule / block hours and timings as intimated by officers of JDVVNL from time to time.

For making supply off and on, workmen shall operate main 11 KV and outgoing feeders VCB/OCB/KIOS (if available on 11 KV feeders) along with operating GO's and fuses of 11 KV feeders.

- (iii) For providing single-phase supply by removing 33 KV sides and 11 KV side fuses or by other single phasing mechanism as per prevailing methodology and system instructed/ directed by officers of JDVVNL.
- (iv) All operation for providing three phase /single-phase supply on 11 KV feeders should be done carefully with all safety measure as well as guidelines prescribed for operations.
- (v) The contractor will be solely responsible for any damage of equipment or accident of any workman.
- (vi) In case contractor needs shut down at 33 KV/11 KV sub-station to carry out any repair or maintenance work prior permission of shut down shall be obtained from the concerning Assistant Engineer/ Junior Engineer. The material required for such maintenance (excluding T&P) shall be provided by the Assistant Engineer Incharge of the sub-station. Any shut down on any of the 33/11 KV lines at the sub-station required by Jodhpur Discom's authorized employee(s) shall be given by the contractor or his authorized representative on the requisition of PTW form (Annexure-I).
- (vii) On failure of 33/11 KV line the contractor or his authorized person shall intimate to the concerned Assistant Engineer / Junior Engineer promptly.
- (viii) In case of tripping of supply or blowing of fuse of any feeder the same will be replaced immediately according to capacity by the contractor or his authorized person. The capacity of fuses for each feeder shall be prescribed by Assistant Engineer concerned.
- (ix) The appropriate capacity TC fuse wire shall be arranged by the contractor. The other required material as per requirement shall be arranged by the Nigam after due verification from the concerned AEN of the sub-division.

### **(B) Maintenance duties to be performed: -**

- (i) The contractor shall check oil level of power Transformers leakage, if any in the power transformer checking air passage are free and also check the color of the silica-gel. The contractor shall observe earthing of the transformer and he will inspect any crack ness of flat of earthing of the dryness. He will intimate the position to JEN/AEN.
- (ii) The contractor shall carry out inspection & maintenance of circuit breaker as under: -  
The contractor shall inspect switchgear premises & circuit breaker. He will clean the circuit breaker. He will inspect oil position of the circuit breaker and if any leakage is found he will intimate to JEN/AEN. Any unusual smell /noise observed in the OCB shall be intimated to JEN/AEN. He will also observe position of auxiliary fuses whether intact or not. The position shall be intimated to JEN/AEN. The contractor shall observe working order of indicating & measuring instrument whether they are in working order or not. The position / condition will be intimated to JEN/AEN. He will also examine position of dirt, top fitting and oxide film on lightning arrester. He will clean with dry cloth and tight bolt if found any looseness. The position will be

intimated to JEN/AEN. The contractor shall observe water level of battery if the water level is low he will fill water and position will be intimated to JEN/AEN.

- (iii) The 33/11 KV sub-station area will be maintained clean by cutting grass and shrubs and toilet cleaning etc. by the contractor at his own cost and material required for this work will be arranged by the contractor himself.
- (iv) The contractor shall be full responsible for watch and ward of the Sub-Station area and equipments.
- (v) The contractor shall maintain the Jodhpur Discom property and equipment safely and any damage caused solely due to lack of contractor or his employee then losses will be recovered form his due payment. If amount of damage/losses are more than due payment then he will be liable to deposit the balance amount otherwise this will be recoverable as per law.
- (vi) The contractor shall replace 33 KV and 11 KV GO Blades/Rods. The requisite material shall be provided by Jodhpur Discom.
- (vii) Initially the Nigam shall hand over the sub-station to the contractor with proper lighting arrangements including providing of fixture and bulbs, tube light etc. subsequently; the contractor shall maintain the lighting arrangements at the sub-station.
- (viii) The contractor or his authorized persons shall pour sufficient quantity of water in earthing pits in 33/11 KV Sub-station premises from time to time.
  
- (ix) All the T&P like earth chain, plier, screw driver, hand gloves required for maintenance including safety items shall be arranged by the contractor firm.

#### **10. SECURITY DEPOSIT:**

In pursuance to RTPP Act 2012 Govt. Of Rajasthan, the contractor shall deposit 10% amount of the total contract value in form of DD with the Sr. Accounts Officer (CPC), JDVVNL, Jodhpur within 7 days from the dates of work order towards security amount and same will be refunded to contractor on successful completion of contract and after meeting out all legal and contractual liabilities by the contractor as per terms and condition of the contract. The security deposit so received would be non-interest bearing.

#### **11. CONTRACT DOCUMENTS AND AGREEMENTS:**

The contractor shall execute a contract agreement with Superintending Engineer (TW) concerned 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. For the due fulfilment of the contract, the contractor shall execute an agreement in the prescribed form Annexure-C on Rajasthan State Non-judicial stamp paper bearing stamp duty as applicable. 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 15 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. Instructions to bidders.
4. General Technical Conditions and Specifications
5. Power of Attorney in favour of the signatory.

**Commencement Period And Delay Penalty :-** The contractor shall have to commence the work within a period of one and half month (45 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 GSS 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 EMD and Security Deposit.

## **12. SUPERVISION:**

The work shall be carried out under the supervision & control of the contractor and supervision & control of the work /job will be contractor's responsibility. Contractor will dictate about the work to his persons without any interference / instructions from Jodhpur Discom in day working. Supervision, control and regulation of condition of the workmen engaged by contractor shall be his responsibility. The contractor shall ensure that the persons deployed by him are fully trained for the job. The persons engaged by him shall be treated his employees for all purposes. He will be responsible for payment of remuneration to such staff as may be provided by any law, rule and regulations of the time being in force and that the Jodhpur Vidyut Vitran Nigam Limited shall not be responsible in any of the matters connected with the employees of the authorized contractor.

However to ascertain and maintain the quality of work and other conditions specified for supply of electricity, any Officer of Jodhpur Discom not below the rank of Junior Engineer may suddenly check the sub-station at any time. Any short coming / deficiency in the work observed during checking shall be rectified/ attended free of cost immediately otherwise Jodhpur Discom will be free to get the deficiencies rectified / attended at the cost and risk of the contractor besides withholding his payment/ terminating the contract.

## **13. WORK COMPLETION SCHEDULE & AVAILABILITY OF POWER:**

- (i) Power availability means the supply available on 33 KV mains/ 11 KV Bus Bar. If any month availability of power is less than 95 % in aggregate due to the reasons solely attribute to the contractor, then a penalty of 2% of monthly contract value (for the concerned sub-station) for every fall of 1% below availability of 95% shall be recovered from the contractor. If power availability falls below 90% in any month then besides deduction of above penalty contract may be terminated without any further notice.

In case of block hours supply specified on each 11 KV feeder if any distributed /shortage/ excess in supply occurs due to deficiency /negligence of the contractor, the sum of duration of individual feeder for the time supply remained disturbed /contrary to block hours will be deducted time of availability of supply. The concerned Unit Officer shall record a certificate on each bill regarding availability of power. Further, in case of excess supply of power on any

feeder beyond block hours by the contractor due to the reasons not beyond his control, the contract shall be liable to be terminated without further notice besides above deduction of penalty.

**14. PERIOD OF CONTRACT:**

The work may be awarded initially for a period of one year extendable by another one year on satisfactory performance of the contractor, on the discretion of management 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 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 Sr. Accounts Officer (EA & Cash) JDVVNL, 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 (TW), JDVVNL, Jodhpur.

**17. PENAL PROVISION:**

i Workmen/person found performing duty more than One shift (8 Hours) at any substation i.e. He continues the duty in next shifts then penalty at rate of Rs.250/- Per shift per day shall be imposed.

ii If deficiency as mentioned above at point (i) remains/continues upto 7 days then the work order shall be cancelled / terminated and the Security deposit and safe custody bank guarantee against equipment shall be forfeited.

iii In case of non maintenance of any or all the records as set out in the specification or incomplete records at any Sub-Station assigned to the contractor is reported during checking by the Inspecting officer then an amount equivalent to 10% of the contract value for the month in respect of the Sub-Station assigned where deficiency noticed, shall be recovered from the contractor's bill.

iv In case of such deficiencies (as mentioned in sub clause (iii) above) , penalty of Rs. 500 / - per incidence shall be imposed . And if such incidences are more than thrice a month at any sub-station, then besides above deductions, the contract shall be cancelled for that particular sub-station and the contractor shall be liable for penalty as per prevailing penal rules.

v In case any sub-station is reported to be unmanned (without contractor's worker) by the Inspecting officer then work order shall stand terminated with immediate effect.

vi Single Phase and Three Phase supply must be maintained as per instruction issued by Nigam Authority time to time and in case of non compliance of instruction noticed at any substation the Penlty @ 10% contract value per GSS per month shall be imposed.

vii In case a contractor feeds, excess block supply from prescribed block hours more than 1.00 hr per day and 15 hrs in a month on the feeder then penalty amount of Rs.2000/-(Rupees Two thousand ) for each excess hour shall be recoverable from the contractor firm. If such violation is repeated in more than two months during the contractual period then that 33/11 KV sub-station will be detached from the contractor and personnel deployed on such sub-station will be terminated. If such practice is repeated at other substation also than the Superintending Engineer (O&M) in concurrence with the Zonal Chief Engineer may take action as per prevailing penal rules. Excess supply hours will be verified through CMRI. If CMRI of the feeder meter is not available then it is to be verified from log-sheet to be maintained at sub-station or any other available authenticated data.”

**18. 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.

**19. 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.

**20. 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.

**21. HANDING OVER BACK ON COMPLETION/ CANCELATION:**

The contractor shall be fully responsible for upkeep, operation & maintenance, security and safety of the equipment, property and records etc. of each sub-station let out to him under the contract. On completion/cancellation of the contract, the contractor shall hand over back to Jodhpur Discom the equipments. Property and record etc. of each sub-station in good working order. The contractor shall make good to Jodhpur Discom any loss suffered by it due to contractor's default in this regard.

**22. TELEPHONE AND TRUNK CALL CHARGES:**

Jodhpur Discom (JDVVNL) shall pay the rental charges & free call/ minimum charges of BSNL/other company telephone only. Excess call charges over the minimum charges shall be borne by the contractor. However when telephone is being used for JEN/AEN office, full charges shall be paid by the Nigam.

**23. 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 (TW), 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 forfeited.

### SECTION-III

#### TECHNICAL TERMS & CONDITION FOR THE WORK OF OPERATION AND MAINTENANCE OF 33/11 KV SUB-STATION UNDER JODHPUR DISCOM

1. For carrying out round the clock operation & maintenance of the 33/11 KV Sub-Station, the contractor shall employ his own, 3 (three) persons per day per GSS who possess a minimum qualification of ITI from a recognized/ Govt. Institution in each shift i.e one Skilled (ITI) in each shift is to be deployed. The contractor shall ensure that the persons engaged by him should not continue the shift for more than 8 hours in a day. The contractor shall provide following details of each worker engaged by him on each sub-station at his own cost: -
  - a. Appointment letter with photo affixed duly counter signed by the Assistant Engineer (O&M) containing details such as name, father's name date of birth, age, home address.  
Per month wages including confirmation from such persons about having been engaged by the contractor along with wages at which employed and educational qualification, duly signed by the employee engaged and attested by the contractor. A copy of this appointment letter issued by the contractor to his worker shall be providing to the Assistant Engineer concerned and also pasted on the Notice Board of the Sub-Station. The copy of appointment letter of workers shall also be provided to the circle Accounts Officer along with the first bill.
  - b. Identity card of each employee engaged in enclosed Performa (Annexure-II) for counter signature of concerned Executive Engineer. The identity card after counter signature will be returned back to the contractor for keeping it with his employees. The identity card so issued will not be used for any legal purposes and will be treated as null and void for the same. Further the identity card so issued shall be used by the workers in 33/11 KV sub-station premises only.
  - c. If any engaged person(s) to be replaced/ shifted by the contractor, then a written prior permission from the concerned Executive Engineer will be obtained by the contractor.
  - d. Weekly duty chart (Monday to Sunday) shall be displayed by the contractor on the Notice Board of the Sub-Station.
2. Contractor shall abide by all the applicable laws in-force and non-compliance shall be his responsibility. The contractor shall comply with Rules/ Regulation issued by Government of India as well as of Rajasthan Government and local bodies from time to time.
3. (i) The Contractor shall abide by factories Act, 1948, Minimum Wages Act, Payment of Wages Act, 1936, Industrial Dispute Act, 1947, EPF & MP Act, Workmen Compensation Act, Contract Labour (R&A) Act, 1970, ESI Act, 1948 and other Acts, Rules as applicable to workers employed by him. The act of Govt of Rajasthan for minimum wages be also followed while deciding the tendered prices.  
(ii) Contractor/bidder shall abide by factory Act 1948 minimum wages Act, and he is bound not to pay wages to worker less than the prevailing rate of minimum wages as per above Act which is declared by Labour Department of GOI/GOR time to time. Therefore bidders are required to quote the price in view of above minimum wages Act with Taxes, if any.
4. All T&P and safety devices like hand gloves, safety belt, earth chain, insulated pliers, screw driver, spanner set etc. of standard quality for this work will be arranged by the contractor at his own cost.

5. The contractor has to provide proper safety to equipment/ items and workman/ labour deployed at sub-station and also issue protection tip/ instructions to them.
6. The contractor shall be required to get all workmen insured under Group Insurance Scheme against accident/miss-happening of the workmen during execution of work at his cost to cover the liability of workman as per workmen's compensation Act, which should be paid by the Insurance Company against the accident. The Jodhpur Discom shall not be held responsible for any accident/ injury/ casualty during the execution of the contract, total responsibility will be of the contractor whatsoever and contractor/ Insurance Company will pay the compensation as per workmen compensation Act, 1923 and amendment thereto.
7. The contractor and his authorized person will not interfere in the working of Jodhpur Discom. Any unlawful activities shall not be allowed. No person other than the contractor's duty person and officers/ officials of Jodhpur Discom shall be allowed to enter into the premises of 33/11 KV sub-station.
8. Jodhpur Discom shall not be responsible in any manner for any act or omission or commission of the workers engaged by the contractor. 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.
9. The concerned officers of the Jodhpur Discom shall have the authority to inspect the work site/ sub-station at any time during the period of contract.
10. All the consumable items such as TC fuse wire, bulbs, tube lights, distilled water etc. shall be arranged by the contractor at his own cost.
11. **Engineer Incharge/Nodal Officer:-**  
The engineer In-charge for verification and monitoring of supply position and other technical issues against this order shall be concerned Superintending Engineer (O&M).
12. The following record shall be maintained at each sub-station by the contractor or his authorized representative and shall be produced on demand for which register shall be provided by Jodhpur Discom: -
  - a. PTW (Permit to Work) Register (Annexure- I)
  - b. Identity Card (Annexure- II)
  - c. Log Sheet (Annexure- III)
  - d. Maintenance of power Transformer (Annexure- IV A)
  - e. Maintenance of Circuit Breaker (Annexure- IV B)
  - f. Transformer failure report (Annexure- V)
  - g. Roznamcha containing the incidence of all nature like disturbance of supply on 11 KV, failure of 33 KV supply and damage of equipment of sub-station etc. (To be maintained in ordinary register).
  - h. Daily attendances register of workers.
  - i. Register of workmen employed by contractor (Form ix). Employment Card (Form x) and Register of wages (Form xii) prescribed under Rajasthan Contract Labour (R&A) Rules, 1971.
  - j. Certificate of principal employer (Form-V), Renewal with Licensing officer (Form-VI, pt-I), Register of particulars of contractors (Form-VII), Progress of contract work (Form-VII, Pt-II), Annual return of principal employer to be sent to registering officer (Form-XXI)
  - k. Jodhpur Discom will provide Notice Board to the contractor having (a) Name of utility.
  - l. Name of 33/11 KV sub-station with district on which contractor person will write by chalk as under: -
    - i. Block of supply hours for agriculture sector giving feeder wise details.

- ii. Name of employee on duty.
- iii. Single-phase supply hours.

**RESPONSIBILITIES OF THE BIDDER:**

- i. Employee on duty at the S/S shall record consumption on feeder meter reading hourly and shall maintain the record in the log sheet as well as in the soft copy. The bidder shall develop a technically support system in such a way that the details of meter readings shall be communicated to concern JEN & AEN on daily basis through e-mail/ digital form.
- ii. Contractor shall analyze the excess power drawl on feeder on daily basis such as excess load during single phase supply & shall intimate the same to concern JEN,AEN, XEN & the SE through e-mail/digital form.

**Annexure – E**

**TN No. 412**

Name of Division	Pali Circle LOT No	No. of 33/11 KV GSS (nos)	Estimated Value in Rs ( for 1 yr)	Processing fees for E-Proc. (Rs)	Tender fees	Earnest Money (Rs)
Pali.	Lot no. 1.	26	10920000	1180.00	2950.00	218400
Sojat	Lot no.2.	34	14280000			285600
Phalodi	Lot No.3.	32	13440000			268800
	Total Pali	92	38640000			<b>772800</b> <b>(Cash / BG )</b>

**Note :-**

1. The tender quantity of 33/11 KV Substation which is to be given on contract for Operation & maintenance may be reduced or enhanced as per Nigam Requirement.
2. The bidder may quote for one or more LOTs and deposit the EMD accordingly for each lot.
3. Bid Document fee for any number of lot(s) is Rs. 2950/- (Re. Two Thousand Five Hundred only+GST @ 18%) and Tender processing Fee for e-procurement is Rs. 1180/- (Rs. One Thousand only + GST@18% for each tender in favour of MD, RISL, Jaipur)
4. The Discom reserves the right to rescind the Contract after giving one month's notice in case any Circle is decided to work on Franchise model.



**Bid Bank Guarantee (FOR EARNEST MONEY)**

Ref : \_\_\_\_\_ Bank Guarantee No. .... Dated: .....

To,  
 The Superintending Engineer (TW),  
 Jodhpur Vidyut Vitran Nigam Limited,  
 New Power House Road  
 Jodhpur-342003

1. Whereas .....[name of the Bidder] (hereinafter called “the Bidder”) has submitted its bid dated .....[date of submission of bid] for the construction of..... [name of contract] (hereinafter called “the Bid”).
2. **KNOW** ALL PEOPLE by these presents that WE..... [name of bank] of ..... [name of country], having our registered office at..... [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 Jodhpur (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 (TW), JODHPUR VIDYUT VITRAN 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, \_\_\_\_\_ further undertake not to evoke this guarantee during its currency except with the previous consent of the SUPERINTENDING ENGINEER (TW), JODHPUR VIDYUT VITRAN NIGAM LIMITED, and 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 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. 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.

**SCHEDULE-2**

**JODHPUR VIDYUT VITRAN NIGAM LIMITED  
AGREEMENT**

(On non-judicial stamp paper of Govt. of Rajasthan having stamp duty as applicable)

This indenture made at \_\_\_\_\_ on \_\_\_\_\_ this \_\_\_\_\_ day of the Month of \_\_\_\_\_ of the year \_\_\_\_\_ between the Managing Director, Jodhpur Vidyut Vitran Nigam Ltd.

(hereinafter referred to as the Owner) which expression unless the context does not permit includes successors and assigns) of the one part and

(I) To be used in case of Limited Companies

M/s \_\_\_\_\_ a private/ Public Limited Company  
incorporated

\_\_\_\_\_ under the \_\_\_\_\_ companies act and  
having

its Registered office at \_\_\_\_\_ (hereinafter referred to as  
Contractor which

expression unless the context does not permit includes their successors and permitted  
assigns).

(2) To be used in case of Partnership concerns

M/s \_\_\_\_\_ a Partnership Firm consisting of the following Partners namely:

(Name) (Age) (Residence)(Occupation)

1

.

2

.

3

.

4

.

(hereinafter referred to as Contractor which expression unless the context does not permit includes their respective heirs, executors, administrators, legal representatives, permitted

assigns) of the second part, witness the as follows:-

(1) The contractor, does by these presents agree to supply and execute/complete the erection work of \_\_ (Name of work) to the Owner and the Owner does agree to purchase and execute/complete the erection work from the Contractor, the material/equipment and erection work as

specified in the work order No. \_\_\_\_\_ dated \_\_\_\_\_ and amendment  
letter No.

\_\_\_\_\_ dated \_\_\_\_\_ appended and on the terms & conditions constrained in the said order and amendment letter. The General terms and conditions of the contract appended hereto are considered a part of this agreement.

(2) The Contractor has deposited Rs. \_\_\_\_\_ Rs. \_\_\_\_\_ (In

\* (a) In cash, or \_\_\_\_\_ word

\* (b) \_\_\_\_\_ by furnishing a Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn in  
\_\_\_\_\_ or \_\_\_\_\_ favor of

\* (c) by furnishing a Bank Guarantee amounting to Rs. \_\_\_\_\_ towards security and performance o  
(\* delete which is not applicable)

(3) The contractor is also bound to fulfill all the conditions mentioned in the above work order.

(4) The work to be executed under this agreement shall be as per terms and conditions mentioned in the above work order.

(5) In case of  
dispute as to whether any materials supplied are or are not in accordance with specifications set forth in the schedule, the decision of The Superintending Engineer (TW), JDVVNL shall be final and binding on both the parties.

(6) The delivery shall be effected and completed as per clause No. \_\_\_\_ of the work order from the date of this Work Order and amendment letter No. \_\_\_\_ dt. \_\_\_\_ . The first installment of supplies will begin as per clause No. \_\_\_\_ of the work order and amendment letter No. \_\_\_\_ dt. \_\_\_\_ to the work order.

(7) Payment of the work executed under this agreement shall as under :  
As per clause No. \_\_\_\_ of the Work Order and amendment letter No. \_\_\_\_ dt \_\_\_\_ to the work order.

(8) If the Contractor fails wholly or in part to fulfill this agreement, the Owner shall be entitled at his discretion to retain the whole or any part of the deposit made by the Contractor under clause (2) and if the loss suffered by the Owner exceeds the amount of said deposit, he will be entitled to recover the said loss from the Contractor.

(9) If any sum remains due or becomes recoverable from the Contractor on account of the non-fulfillment of this agreement or on account of any other reason, the Contractor shall pay the same immediately on demand, the Owner shall be entitled to recover the same from the Contractor as arrears of Land Revenue.

(10) In witness of the due execution of this agreement the parties have hereunder set their hands the day and the year first above written.

Signed and delivered by

In case of \_\_\_\_\_ (1)Signature \_\_\_\_\_  
Limited/Partnership Shri \_\_\_\_\_  
Companies & Firms ation \_\_\_\_\_ (2)Signature \_\_\_\_\_

For and on behalf of \_\_\_\_\_ (1) Signature \_\_\_\_\_  
In presence of witnesses \_\_\_\_\_ (2) Signature \_\_\_\_\_

Signed and delivered by \_\_\_\_\_ (1) Signature \_\_\_\_\_  
In case of individuals Shri \_\_\_\_\_

Signed and delivered by

In case of Individuals Shri \_\_\_\_\_ (1) Signature \_\_\_\_\_ In the presence of  
witness:  
(1) Shri \_\_\_\_\_ ation \_\_\_\_\_ (2) Shri(1) Signature \_\_\_\_\_ (2) Signature \_\_\_\_\_

Signed and delivered by the \_\_\_\_\_ JDVVNL  
by order and on behalf of the MD of  
JDVVNL

**SCHEDULE-3**

**Commercial Terms & Conditions**

Bidder's Name & Address:

To  
The Superintending Engineer (TW),  
JODHPUR Vidyut Vitran Nigam Limited,  
New Power House Road,  
JODHPUR – 342003

Dear Sirs,

Sub : Confirmation for “No Deviation” in Commercial terms & conditions of package No JdVVNL/ SE/ TW/ TN-412

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 (TW),  
JODHPUR Vidyut Vitran Nigam Limited, New Power  
House Road  
JODHPUR – 342003

Dear Sirs,

Sub :- Confirmation for “No Deviation” in Technical terms & conditions of package No. JdVVNL/ SE/  
TW/ TN-412

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.

(Signature) .....

Date :

Place :

(Name).....

(Designation) .....

(Common Seal).....

**List of Past Experience**

Bidder's Name & Address :

To,  
The Superintending Engineer (TW),  
Jodhpur Vidyut Vitran Nigam Limited,  
New Power House Road  
JODHPUR – 342003

Dear Sirs,

We have completed /executed the work orders Turn key packages Labour contracts required as per spec under TN-412 successfully as per details given hereunder:-

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

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

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**

Bidder's Name & Address :

To,  
The Superintending Engineer (TW),  
Jodhpur Vidyut Vitran Nigam Limited, New Power House  
Road,  
JODHPUR – 342003

Dear Sirs,

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

Date :

(Signature).....

Place :

(Name).....

(Designation).....

(Common Seal).....



**SCHEDULE-6(A)**

**Qualification Requirements**  
(Tender No. JdVVNL/ SE/ TW/ TN-412)

**Details of Turnover during last three financial years (2014-15,2015-16 & 2016-17)**

**Bidder's Name & Address:**

To  
The Superintending Engineer (TW)  
Jodhpur Vidyut Vitran Nigam Limited  
New Power House Road,  
Jodhpur- 342003

Dear Sirs,

We hereby declare that we are qualified for bidding in reference to “Qualification Requirements” indicated in Sec.III of the bidding documents as per details given here under:

S.No	PARTICULARS	DETAILS	
1	Turn Over	( In Crores of Rs. only)	
		2014-15	
		2015-16	
		2016-17	
2	Net Profit After Int. & Dep.	( In Crores of Rs. only)	
		2014-15	
		2015-16	
		2016-17	
3	Corporate/ Income Tax Paid	( In Lacs of Rs. only)	
		2014-15	
		2015-16	
		2016-17	

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

1. Copy of Valid Contractor License.
2. Copy of registration with Jodhpur-Discom, if registered.
3. Copies of Audited Balance Sheet pertaining to last three years
4. Furnishing of a certificate issued by a registered Chartered Accountant certifying of specified qualification requirements is essential. The name, stamp and the registration no. of the Chartered Accountant are necessary of the certificate.

Place:

Name: \_\_\_\_\_

Date:

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

**Qualification Requirements**

(Tender No. JdVVNL/ SE/ TW/ TN-TW 412)

**Details of Works Executed during last Five financial years (2012-13, 2013-14,2014-15, 2015-16 & 2016-17)**

Order Awarding Authority	Description of Work	Work order		Stipulated completion Period	Date of commencement	Date of actual completion	Value of work actually executed (as per completion certificate) during last FY <u>2012-13, 2013-14, 2014-15, 2015-16 &amp; 2016-17</u> (Amt.in Rs. Lacs)						After 31.3.17/ balance	Remarks
		No. & Date	Amount (Rs. in lacs)				2012-13	2013-14	2014-15	2015-16	2016-17	Total		
<b>TOTAL:</b>														

Note:

1. Copy of each work order, G-schedule & completion report be enclosed.
2. Completion report must be certified by a competent technical officer only, i.e. not below the rank of Executive Engineer as per Qualification Requirement mentioned at section –I and should also be duly attested by Notary Public.
3. Furnishing of the completion report of each of work executed specially indicating the amount thereof, is essential as the qualification of the bidder shall be determined on this basis. The Work experience shall not be counted on account of non-furnishing of such documents.

Date :

(Signature) .....

Place :

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

**SECURITY BANK GUARANTEE FOR SAFE CUSTADY OF 33/11 KV GSS  
REGARDING OPERATION AND MAINTENANCE OF GSS**

**The Superintending Engineer (TW),  
JDVVNL, Jodhpur**

**Bank Guarantee No..... Date.....**

Whereas M/s.....has entered into a contact with Jodhpur Vidyut Vitran Nigan Limited, New Power House Road, Jodhpur-342003(Raj.) the Nigam (herein after called the Nigam) vide work order no.JDVVNL /SE(TW)/XEN(TW).....for contract of operation and maintenance of GSS.

And where as under the terms of the said contract the contractor is to furnish the Nigam a security Bank Guarantee for an amount of,..... for safe custody of 33/11 KV GSS i.e.loss on account of damages, fire, riots and flud for GSS under contract.

And whereas the contractors has requested Bank having its registered office at ..... to guarantee to pay the due payments by the contractor of the aforesaid amount of the Nigam.

Now we .....hereby agree unequivocally and unconditionally to pay within 48 hours on demand in written from the Nigamn or any officer authorized by it in this behalf and without demur, any amount upto and not exceeding Rs.....to the Nigam on behalf of the contractor.

The Guarantee shall be valid and binding on us .....for the period of 12 months from this date and shall not be terminable or affected by notice of any change in the constitution of the Bank or of the Firm or contractors or by any other reason whatsoever and the .....liablity hereunder shall not be impaired or discharge by any extension of time of variations of alternations made give conceded, agreed to with or without our knowledge or consent, by or between the parties to the said written contract.

All the rights of the Nigam under this Guarantee shall be relieved and discharged from all liabilities there under:

All disputes arising under the said guarantee between the Bank and the Nigam or between the supplier and the Nigam pertaining to this Guarantee shall be subject to the Jurisdiction of Court at Jaipur, Rajasthan.

Notwithstanding any thing to the contrary contained herein:

1. Our liability under this Bank Guarantee shall not exceed .....
2. This Bank Guarantee shall be valid upto ..... with claim period Three months upto .....
3. We are liable to pay the Gurantee amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before 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.**

Name of 33 KV S/S

PTW/ Book No.

The Shift Incharge,  
33/11 KV Sub-Station  
\_\_\_\_\_.

Kindly permit to work undersigned on following feeder from \_\_\_\_\_ To \_\_\_\_\_

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Signature:  
 Name of Employee:  
 Designation:  
 Office:  
 Time:  
 Date:

PTW

I \_\_\_\_\_ hereby permit to work Shri \_\_\_\_\_ on \_\_\_\_\_  
feeder \_\_\_\_\_ from \_\_\_\_\_ AM/PM

- (i) Feeder is isolated from 33/11 KV S/S
- (ii) Earthing to be done at work site

Shift Incharge:  
 Designation:  
 Office:

Signature of Employee:

Return of PTW                      Time                      Page No.

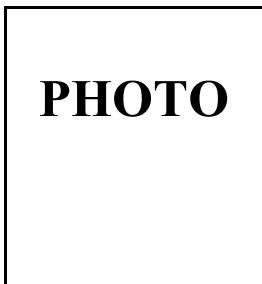
I \_\_\_\_\_ hereby return the PTW No. \_\_\_\_\_ issued to me at \_\_\_\_\_ on dated \_\_\_\_\_ after  
completing of work. All men and material have been removed from the line.

Signature:  
 Name:  
 Designation:  
 Office:  
 Time:  
 Date:

**ANNEXURE-II**

**IDENTITY CARD**  
(Contractors labour)

**Card S. No.**



Name of the Employee:

Father's name:

Age/Date of birth:

Name of contractor:

Name of the work:

Work Location:

Work Order No. & date.:

Employee Signature

Signature of contractor:

Counter signature:

Valid from .....To .....  
(This card is valid only for 60 days)  
JDVVNL.....

Signature of concerned XEN  
with rubber seal  
Phone. No.

Note: - This identity card is valid for use in the 33/11 KV JDVVNL Sub-Station premises only.

**THE DETAILS TO BE FILLED HOURLY BY AUTHORISED CONTRACTOR PERSON ON DUTY**

<b>HOUR</b>	<b>LOAD OF TRANSFORMER</b>	<b>VOLTAGE OF TRANSFORMER</b>	<b>AMBIENT TEMPRATURE</b>	<b>TRIPPING OF FEEDER BREAKER</b>	<b>OIL LEVEL</b>	<b>BREATHER CONDITION</b>	<b>REMARKS</b>
1.00							
2.00							
3.00							
4.00							
5.00							
6.00							
7.00							
8.00							
9.00							
10.00							
11.00							
12.00							
13.00							
14.00							
15.00							
16.00							
17.00							
18.00							
19.00							
20.00							
21.00							
22.00							
23.00							
24.00							

FORM-V

FORM OF CERTIFICATE BY PRINCIPAL EMPLOYER  
(RULE 21 (2))

Certified that I have engaged the applicant (name of the contractor) as a contractor in my establishment. I undertake to be bound by all the provisions of the contractor labour (Regulation and Abolition) act, 1970 and the contract labour (Regulation and Abolition) Rajasthan State Rules, 1971, in respect of the employment of contract labour by the applicant in my establishment.

Place:-

Signature of Principal employers

Date:-

Name & address of employers

FORM -VI  
(SEE RULE 25(1))  
GOVERNMENT OF RAJASTHAN  
OFFICE OF THE LICENSING OFFICER

License No. \_\_\_\_\_ Dated: \_\_\_\_\_ Fee paid Rs. \_\_\_\_\_

1. License is hereby granted to \_\_\_\_\_ under section 12 (2) of the Contract Labour (Regulation & Abolition) Act, 1970, subject to the condition specified in Annexure/  
The license shall remain in force.

Till: \_\_\_\_\_

Dated: \_\_\_\_\_

Signature and seal of licensing officer

RENEWAL  
[RULE 29 (2)]

Date of Renewal	Fee paid for renewal	Date of expiry

Date:- \_\_\_\_\_

Signature and seal of licensing officer



Form-VII  
(See Rule 73)

Part-I

REGISTER OF PARTICULARS OF CONTRACTORS

(1) Name and address of the  
Principal –Employer

(2) Name and address of  
the Establishment

S. No.	Name and address of contractor	Nature of work on contractor	Location of contractor work
1.	2.	3.	4.

Period of contract from To	Amount/Value of contractor	Max. No. of workmen employed by contractor	Security deposits with the Principal Employer
1.	2.	3.	4.

PART –II

PROGRESS OF CONTRACTOR WORK

Name of Contractor:

Nature of work:

Wages period	Max. number of workmen employed by the contractor during the wages period	Total amount of wages earned by the workmen	Amount actually disbursed on pay day.
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FORM-VIII

(See Rule 74)

REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and address of contractor: \_\_\_\_\_

Name and address of establishment in /under which contract is carried on \_\_\_\_\_

Name and location of Employer work \_\_\_\_\_

Name and address of Principal- \_\_\_\_\_

S. No.	Name and surnames of workmen	Age and Sex	Father's /Husband 's name	Name of employment/Designation
--------	------------------------------	-------------	---------------------------	--------------------------------

Permanent Home address of workmen (Village & Tehsil/Taluka and Distt.	Present address	Date of commencement of employment Date of termination	Date of termination of employment	Signature or thumb impression of workmen	Remarks
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Form-IX

(See Rule 75)

EMPLOYMENT CARD

Name and address of Contractor \_\_\_\_\_

Name and address of Establishment in/ under which contract is certified on \_\_\_\_\_

Name & Address of Principal- Employer \_\_\_\_\_

Name of workman	S. No. in the register of workman employed	Name of employment/designation	Wages rate (with particular of unit in case of piece work)
1	2	3	4
Wage period	Period of employment	Remarks	Signature of contractor
5	6	7	8

FORM-X  
See Rule 81(2)  
ANNUAL RETURN OF PRINCIPAL EMPLOYER TO BE SENT TO THE REGISTERING  
OFFICER.

Return for the year ending 31<sup>st</sup> Dec \_\_\_\_\_

- (1) Full name and address of the Principal-Employer.
- (2) Name of Establishment :
  - (a) District :
  - (b) Postal Address.
  - (c) Nature of operation/  
Industry / work carried on.
- (3) Full name of the manager or person responsible for supervision and control of the Establishment.
- (4) Maximum No. of work men employed as contract labor on any day during the     year.
- (5) Total number of days during the year on which contract labor was employed .
- (6) Total number of man- days worked by contractor labor during the year.
- (7) Maximum No. of workmen employed directly on any day during the year.
- (8) Total no. of man days during the year on which directly employed labor was     employed.
- (9) Total No. of man days worked by directly employed workmen .
- (10) Nature of work on which contract labour was employed.
- (11) Amount of security Deposits made by contractors (Give contractor-wise).
- (12) Amount of security deposit forfeited together with the names of contractor, if any.
- (13) Whether there is any changes in the management of the establishment its location or any particular furnished to Registering officer in the form of Application for Registration at the time of Registration, if so, from what date?

Place:

Date:

Principal-Employer

FORM-XI  
(Sec Rule 77)

Name & Address of Contractor

Nature & Location of work.

Name and address of establishment in /-  
Under which carried on.

Name & Address of Principal Employer

For the month of

S. No.	Name of workmen	Father/Husband Name	Sex
1.	2.	3.	4.

Dates					Remarks
1.	2.	3.	4.	5.	6.