

ANNEXURE-1: SELF DECLARATION-NO BLACKLISTING

(To be furnished on company letterhead on Non Judicial Stamp Paper of Rs 100 /-)

To,
The Superintending Engineer (IT),
Ajmer Vidyut Vitran Nigam Limited,
IT Cell, Naka Madar
Ajmer-305001

In response to the NIT Ref. No. _____ dated _____ for
{Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. Of
_____, I/ We hereby declare that presently our
Company/ firm _____, at the time of bidding: -

- a. possess the necessary professional, technical, financial and managerial resources and Competence required by the Bidding Document issued by the Discom; have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- b. is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- c. The Bidder/ Lead Bidder (In case of consortium both lead and co-bidder) should not have been blacklisted by any **Ministry/ Department/ Sector/ Institution/ Utility/ Govt. of India/ State Govt. or Rajasthan Discoms and also neither convicted nor any criminal case is pending against it before any court of competent jurisdiction.**
- d. does not have any previous transgressions with any entity in India or any other country does not blacklisted by any of the Central/State power utilities in India for fraudulent and corrupt practices is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- e. does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract preceding the commencement of the contract, or not have been otherwise disqualified pursuant to debarment proceedings;
- f. Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- g. Will comply with the code of integrity as specified in the bidding document.
- h. If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled

Thanking You,

Signature.....

In the capacity of.....

Duly authorised to sign Proposal for and on behalf Of.....

Seal of the Organization: -

Date.....

Place.....

ANNEXURE-2: FORM OF UNDERTAKING BY CONSORTIUM MEMBER

(To be stamped Non-Judicial Stamp Paper of Rs. 100/- duly notarized in name of consortium)

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... by an entity incorporated under the laws of and having its Registered Office at (herein after called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....an entity incorporated under the laws of and having its Registered Office at (herein after called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Specification No..... for (insert name of the package along with project name)of Ajmer Vidyut Vitran Nigam Limited (insert names of the Employer), a Company incorporated under the Companies Act of 1956/2013 (with amendment from time to time) having its registered office at Panchsheel Nagar Ajmer (insert registered address of the Employer)..... (hereinafter called the "Employer").

WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the Bidding Documents under (insert name of the package alongwith project name)

AND WHEREAS As per Tender Document, for meeting the requirements of Qualification Criteria as mentioned in the tender document, as applicable may bid, provided, the Consortium fulfils all other requirements under the terms and conditions of the Tender Document and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Consortium, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause Tender Document (documents establishing the Qualification of Bidder) & Qualification Criteria in Tender Document, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Consortium Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Consortium shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for delivering the Scope of Work in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Consortium, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I (to be suitably appended by the Parties along with this Undertaking in its bid) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Consortium for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Consortium, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
 1. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Seals of their companies, on the day, month and year first mentioned above.

Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated
..... Name

.....

Designation

.....

Signature

.....

For Lead Partner (Party
No.-1) For and on behalf
of M/s
.....

(Signature of the
authorized
representative

WITNESS :

I.

II.

Seal of

has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated
.....

Name

.....

Designation

.....

Signature

.....

WITNESS :

I.

II.

For Party No.-2

For and on behalf of
M/s.....

(Signature of the
authorized
representative)

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of Rs.100/- shall be purchased in the name of Consortium.
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.