

Jodhpur Vidyut Vitran Nigam Ltd.



BID ISSUE TO

M/S.....

XEN /AEN CIVIL

BID -FORM

1. Subject BID of the work : **Construction of 33 KV Sub-Station Building, B. Wall & Approach Road at 33 KV sub-station with earth filling at Chak Karadwali (UBN JVV2021WSOB00239)**

2. Name & Address:-
(Full Postal Address of Bidder)

3. ADDRESSED TO

1. The EXECUTIVE ENGINEER (CIVIL)
J.D.V.V. N.Ltd. Bikaner (RAJASTHAN)

4. REF. OF TENDER FEE

1. Bid fee **Rs 590/-** has been deposited

Vide C.R.No.....Dated

2. Bidder is Enlisted as.....
Class contractor in Office.

5. REF. OF EARNEST MONEY

1. Earnest Money has been deposited vide DD
/Bid Security NO.....
Dt for Rs.

6 .REF. OF PROCESSING FEE 1. Processing fee **Rs 500/-** has been deposited

Vide D D .No.....Dated

7 I/We agree to abide by all the conditions mentioned in E- tender **Notice NO. 05/2020-21** issued by Superintending Engineer (Civil) J.D.V.V.N.Ltd. Jodhpur & also further conditions of the said Tender Notice given in the attached Agreement Form. All pages have been signed by us in-token of our acceptance of terms & conditions mentioned therein.

8. Work will be completed within stipulated period of **eight months** Time allowed for work be reckoned from the fifteenth day after the date of written order.

9. C.P.F. will be deducted as per clause No.52 of contract agreement.

Signature of Contractor

Executive Engineer(Civil)

JdvvnL.,Bikaner



Jodhpur Vidyut Vitran Nigam Ltd.

Notice Inviting Bid for Works

Bids are here by invited on behalf of Chairman, J.D.V. V.N. Ltd.

For the work of :: Construction of 33 KV Sub-Station Building, B. Wall & Approach Road at 33 KV sub-station with earth filling at Chak Karadwali (UBN JVV2021WSOB00239)

Approximate cost Rs.22.00 Lacs

- 1. Contract documents consisting of the detailed plans, complete specifications ,schedule of the quantities of the various classes of work to be done and the set of conditions of contract to be compiled with by persons whose tender may be accepted which will also be found printed in the form of tender can be seen at the office of the Executive Engineer (Civil) J.D.V.V.N. Ltd. Bikaner any day except on Saturday/Sunday and Public Holidays during office hour.**
- 2. Bids should be submitted on line with the name of the work with bid submission start date from 12.11.2020 , 4.00 pm and bid submission end date 3.12.2020 upto 4.00 pm.The Bid opening date is at 4.12.2020 , 2.00 pm. The work is to be completely finished to the satisfaction of Engineer-in-charge within eight months from the 15 days after the date of written order to commence the work**
- 3. The acceptance of a bid will rest with the competent Authority who does not bind himself to accept the lowest bid and reserves to him the authority to reject any or all of bids, without assigning any reason.**
- 4. No refund of bid fee is claim-able for bids not accepted or from returned of bid not submitted.**
- 5. The bids for work shall remain open and valid for 120 days period for acceptance from the date of opening of financial bids. If any bidder withdraws his bid before the expiry of the said period or makes modifications in the terms and conditions of the tender within the said period, which are not acceptable to the Department or fails to commence the work in the specified time period, the entire amount of Bid security absolutely is liable to be forfeited.**
- 6. All bids in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculation, totaling or other discrepancies or which contain over writing in figures or words or corrections not initialized and dated will be liable to rejection.**

7. The contractor who are enlisted with the Department will deposit Half % bid security of amount in case of works for which they are authorized to tenderas per Rules for Enlistment of contractor but the amount to the extent of Two % bid security shall liable to be forfeited in the event of circumstance explained in clause above.
8. In case work is not started within **15 days** from the date of work order then the same shall be treated as withdrawn. Such contractors shall also be debarred for awarding any Contract of Nigam in future.

Signature Of Contractor Executive Engineer(Civil)
JDVVNL, Bikaner



Jodhpur Vidyut Vitran Nigam Ltd.

SCHEDULE AND SPECIFICATION

Approx cost Rs. 22.00 Lacs Tender cost Rs. **590/-**

Name of work: Construction of 33 KV Sub-Station Building, B. Wall & Approach Road at 33 KV sub-station with earth filling at Chak Karadwali (UBN JVV2021WSOB00239)

Earnest Money Rs. 44000/-

Bid submission upto 4.00 PM on date **3.12.2020**

SCHEDULE 'A' INFORMATION USEFUL TO THE BIDDERS:

The above noted is included in the bid documents. The bidders should see the site and fully understand the condition on the site before tendering and included all lead ,lift etc for the material in his percentage to be quoted facts as given in the schedule G . The work shall be carried out in accordance with the Rajasthan P.W.D. detailed specification to the entire satisfactions of the Engineer –in-charge of the work. The contractor should read General specification & conditions of contract carefully before quoting rate.

SCHEDULE 'B' List of drawing to be supplied by the Department will beprovided as per site requirement.

SCHDULE 'C' List of drawing to be supplied by the contractor –Nil.

SCHDULE 'D' Test material testing if required shall be done at the cost of contractor.

SCHDULE 'E' Sample of the materials. The materials to be used at the work shall be got approved by the Engineer –in –charge before using it on the work and sample be deposited within a week for reference.

SCHDULE 'F' Completion time.The supply /work shall be completed **within eight months**

SCHDULE 'G' Given separately.

SCHDULE 'H' Given separately

SCHEDULE 'I' List of material to be supplied by the department at RS x JDVVNL stores on payment and carting from store to the site of work shall have to be done by the contractor at his own cost .1.Cement ...x...RS ...x... per bag at ..x....2.steel ...x....Rs. M. Ton t...x.....

Note: All transactions involved in the execution of the work and tender will be liable to (GST as applicable).**The rate applicable are as per B.S.R. of P.W.D. circle SRI GANGANAGAR year 2013(Building/Road)&Electrical BSR-2013 of PWD ,Jaipur as approved by Dy C E Civil Jodhpur Discom Jodhpur .However if there is any type of printing mistake it will treated as per BSR.**

Signature of Bidder

**Assist.Engineer (Civil)
J.D.V.V.N.Ltd Sri Ganganagar**

**Executive Engineer(Civil)
J.D.V.V.N.Ltd Bikaner**



**Office of the Executive Engineer (Civil) Bikaner
Jodhpur Vidyut Vitran Nigam Ltd.
Contract Agreement**

General Description of work: Construction of 33 KV Sub-Station Building, B. Wall & Approach Road at 33 KV sub-station with earth filling at Chak Karadwali (UBN JVV2021WSOB00239)

Estimated cost: Rs. 22.00 Lacs

Bid security Rs. 44000/-

(a) Security Deposit (including Earnest Money):- As per Rules

(b) Time allowed for the work to be reckoned from the 15th day after the date of written order to commence the work eight months. Should the bid be accepted in Whole or part, I/We here by agree to abide by and fulfill all the terms and provisions of the conditions of contract, the clauses of which (1 to 52) have been read thoroughly and of the notice inviting tender,or in defaulter of to forfeit and pay to CMD, JDVVNL Jaipur his successor in office, the sum of the money mentioned in the said conditions.

A sum of Rs 44000/- is forwarding in Bank Draft/ Bank Guarantee/ Banker's Cheque as Bid Security. This amount of Bid Security shall absolutely be forfeited to the CMD, JDVVNL Jaipur or his Successor in office, Should I/we fail to commence the work within the time period specified in the above memorandum.

Date:

Name &address of Bidder

Signature of Bidder

Witnesses to Bidder Signature

**The above bid is here by accepted by me on behalf of the CMD, JDVVNL
Jaipur.**

**Signature of the officer
By whom accepted**

**Executive Engineer(Civil)
JDVVNL., Bikaner**

TABLE OF CONTENTS

Bidding Document for the work :- **Construction of 33 KV Sub-Station Building, B. Wall
& Approach Road at 33 KV sub-station with earth filling at Chak Karadwali
(UBN JVV2021WSOB00239)**

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Section 4	Additional Conditions of Contract:
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Section 6	Form of Bids & Agreement
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Section 8	List of Documents to be uploaded by the Bidder.

SE (CIVIL), JODHPUR DISCOM

SECTION 1

LIST OF IMPORTANT DATES & INVITATION FOR BIDS (IFB)

1. Notice Inviting Bids, No... **05/2020-21** JDVVNL invites competitive Bid for following Civil works from experienced, reputed contractors registered in appropriate class with RRVPNL & "A" or "AA" class in central / state Government Department and their under takings. The tender / bid shall only be submitted through online tendering system of <http://eproc.rajasthan.gov.in>. The interested bidders shall have to enroll / register with portal of <http://eproc.rajasthan.gov.in> for participating in the bidding process.
2. Details of tender /work

S. No	District	Name of work	Approx value of work (in lac)	Earnest money (Bid security) (in lac)	Tender fee	Processing fee	Period of completion
1.	<u>SRI GANGANAGAR</u>	Construction of 33 KV Sub-Station Building, B. Wall & Approach Road at 33 KV sub-station with earth filling at Chak Karadwali (UBN JVV2021WSOB00239)	<u>22.00 LACS</u>	<u>0.44</u>	<u>590/-</u>	<u>500/-</u>	eight months

3. The Schedule of dates are as follows :-

S. No.	The Schedule of dates are as follows	Proposed Date	Time
a.	Date of issue of IFB / Publication date	10.11.20	3.00 PM
b.	Document download start date	12.11.20	3.30 PM
c.	Document download end date	3.12.20	3.30 PM
d.	Bid submission start date	12.11.20	4.00 PM
e.	Bid submission end date	3.12.20	4.00 PM
f.	Bid opening date	4.12.20	2.00 PM
g.	Submission of Demand Draft / Banker cheque of tender cost, processing fees and Earnest money (Bid security)(all saperate)	3.12.20	5.00 PM
h.	Period of availability of Bidding Documents on web site http://eproc.rajasthan.gov.in .	21 Days	-----
i.	Time & date for opening of part –I bid (Technical qualification)	4.12.20	2.00 PM
j.	Time & date for opening of part –II bid (Technical - financial)	After evaluationof technical bid	
k.	Time period of Bid validity	120 days	-
l.	Officer inviting Bid	SE (Civil), Jodhpur Discom, Jodhpur	

SECTION - 2
Instructions to Bidders

1. Scope of Bid

The Employer, as defined in the bid data sheet, invites bids in electronic tendering system for the work – **Construction of 33 KV Sub-Station Building, B. Wall & Approach Road at 33 KV sub-station with earth filling at Chak Karadwali (UBN JVV2021WSOB00239)**

The name and identification number of the work is provided in the Bid data sheet.

- i. The successful Bidder will be expected to complete the work by intended completion date as mentioned in the Bid documents.
- ii. Throughout these documents, the terms “Bid” and “Tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of funds :-

The funds will be arranged by JDVVNL Ltd, Jodhpur & payments made in the office of A.O (O&M) JDVVNL, SRI GANGANAGAR on the submission of bills in prescribed format by the Bidder.

3. Eligible bidders :-

- i. This invitation forbids, is open to all bidders having enlistment in **appropriate class with jodhpur discom** and ‘A’ or ‘AA’Class in other central / state Government departments and their undertakings.
- ii. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- iii. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.

4. Qualification of the Bidder :-

(4.1) All bidders shall provide in section 3, forms of Bid & Qualification Information as desired.

(4.2) All bidders shall include the following information & documents with their Bids as stated in section 3 – Qualification information.

- (a) Copies of valid registration and power of attorney of the signatory of the Bid to commit the Bidder,if any.
- (b) Undertaking in lieu of detailed Agreement. (Scheduel-1)
- (c) An Affidavit affirming be correctness of information and documents furnished with the bid and bidder not be under a declaration of ineligibility for corrupt and fraudulent practices.(Scheduel-2)
- (d) Declaration by the Bidder regarding Qualifications and no conflict of interest.(Scheduel-3)

5. One Bid per Bidder.

Each Bidder shall submit only one Bid for one contract. A Bidder who submits more than one Bid will cause the bids with the Bidder's participation to be disqualified.

6. Cost of Bidding :-

The Bidder shall bear all costs associated with the preparation and submission of his bid and the employer will not be liable for these costs.

7. Site Visit :-

The bidder at his own cost, responsibility and risk is encouraged to visit, examine and familiarize himself with the site of works and its surrounding source material. These cost of visiting the site shall be on the bidder own expense.

8. Bidding Document :-

The Bidding documents such as invitation of Bids, instruction to bidder, qualification, Bid data sheet, condition of contract, specification, Bill of quantities, form of Bid, form of Acceptance, form of Agreement, etc is available online the web document can be downloaded free of cost & bidder is required to submit draft towards cost of bid document in favor at the name given in Bid data sheet.

9. Clarification on Bidding Document :-

The Electronic bidding system provides for on line clarification. A bidder requiring any clarification may notify online at least 10 Days before deadline for bid submission date to the authority inviting the bid, who will respond within 7 days of receiving the request.

10. Amendment of Bidding Documents :-

Before the dead line for submission of bids, the employer may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of web site,

Any addendums, thus issued, shall be part of the bidding documents and deemed to have been communicated to all the bidders who have moved this tender.

11. Preparation of Bids :-

- i. **Language of Bid :-**All the bid documents shall be in English language.
- ii. **Documents comprising the Bid :-** The Bid submitted by the bidder shall be in two parts (a) Tech. Bid (b) Technical - financial Bid.
- iii. The cost of the bidding documents(GST as applicable), Bid security(GST as applicable), processing fees(GST as applicable) should be in the form of DD/Banker cheque
- iv. Name of firm, Postal address, telephone No., Mobile No., E-mail ID. Should be given.
- v. An Affidavit affirming that information furnished in the bid is correct to the best of knowledge and belief of the bidder.
- vi. Copy of Pan Card.

- vii. Contractor Registration Certificate & regular registration certificate in GST tax department.

12. Bid submission :-

The documents and details mentioned above shall be submitted online on website. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. The above are to be submitted in the manner as prescribed below :-

- a. The following details shall be entered online in the prescribed formants :-
 - i. Form of bid for Technical Qualification Part-I of the bid, as per format given in section 6.
 - ii. Form of bid for Technical Financial Part-II of the bid, as per format given in section 6. The entry of rates for individual items of work shall be made by the bidder online.
- b. Scanned copies of the various documents shall be uploaded on the website at the appropriate place.

13. Bid Prices:-

Procedure for potential assessment/ post qualification method would be as follows:

- i. Two envelope system would be adopted. Envelope-1; being the Technical Bid shall contain all the documents except BOQ. Envelope-2 shall contain unconditional financial bid. Each envelope would be sealed separately and super scribed as Envelope-1 Technical Bid and Envelope-2 financial Bid. The technical bid envelope would be opened on the date and time specified in the Notice Inviting Tenders and the bid would be evaluated by a committee consisting of (i) XEN(C) concerned, TA to ACE(C) And Accounts Officers concerned., (ii) XEN Civil concerned, TA to SE (Civil) and Accounts person concerned, (iii) XEN (Civil) concerned, AEN (Civil) concerned and Accounts person concerned as per competency of tender sanction in respect of ACE (Civil) and above, SE (Civil) and XEN (Civil) respectively.
- ii. After evaluation of technical bid with respect to pre-determined evaluation criteria, a comparative statement of all tenders will be prepared to decide the responsive qualified bidders.
- iii. The financial bid envelope would be opened of only those bidders who have fulfilled evaluation criteria and have been declared as being responsive by the bid opening committee.
- iv. Tender will be sanctioned as per the delegation of powers in force and as amended from time to time.

14. Bid Validity :-

The Bid shall remain valid for 120 days from the date of opening.

- i. The bidders shall make online entries to fill in rates in bill of quantities.
- ii. All levies, duties, taxes, royalties etc. has to be borne by the bidder as per prevailing rules. The bid price shall be inclusive of all taxes except GST which will be payable at applicable rate.

15. Bid Security :-

The Bidder shall furnish Bid security in the amount specified in the Bid data sheet.

SECTION – 3

General Conditions of Contracts

1. The Contractor shall employ technical personnel named in the contract data as per the relevant qualification and abilities for construction value of contract.
2. All risk of loss or damage to physical property and personal injury and death which arises during and in consequence of the performance of the contract are the responsibility of the contractor.
3. The Engineer will clarify queries on the contract data.
4. The contractor shall construct the work in accordance with the specification and drawing and as per guide line issued by the department.
5. The contractor shall deploy the equipment & machinery as per requirement in construction of work like vibrator, mixer machine, T&P etc to maintain the progress of work and completing the work in stipulated date of completion.
6. The contractor shall be responsible for the safety of all activities on the site.
7. The contractor shall have to arrange to access to the site where work contract is being carried out.
8. The contractor shall have to submit the completion program in the form of PERT chart & accordingly the progress is to be maintained by the contractor.
9. The contractor shall permit the employers technical person to check the contractor's work & to notify the engineer and contractor if any defects that are found.
10. The contractor shall be responsible for testing of material like Bricks, paving blocks, mortars (masonry foundation work, masonry super structure work, plaster work, pointing work), concretes (plinth beam, lintels, roof) etc timely by arranging cube moulds for preparing the samples & brought to Q.C. lab, Jodhpur discom/PWD/RRVPL for testing on his own cost and transported by contractor also.
11. The value of work executed shall be determined, based on measurements by the engineer.
12. The quoted rates by the contractor shall be deemed to be inclusive of the (GST as applicable), and other levies, duties, royalties, cess, Taxes of the central & state Governments and will have to be paid by the contractor. However Bid price shall be inclusive of all taxes except GST which will be payable at applicable rate.
13. The performance security equal to the ten percent of the contract price will be deducted from the contractors each running bills.
14. No advance payments shall be made to the contractor.
15. The contractor shall make his own arrangement for the engagements of all staff and labour and for their payments, housing, feeding and transport etc.
16. The contractor shall have to abide all the labour rules, regulation, notification and bye laws of the State Government.
17. If the Employers determine that the contractor has engaged in corrupt, fraudulent, collusive, practice in completing or executing the contract, then employers may after giving 10 days notice to the contractor, terminate the contractor's employment under the contract and expel him from the site.

18. Tender should be registered with GST department. The copy of GST regular registration shall have to be uploaded in tendering.
19. The detailed agreement mentioning general rules & directions for guidance of contractor & conditions of contract forming agreement clauses, is enclosed which will be binding to the bidder and the bidder shall have to furnish and upload the under taking in lieu of detailed Agreement.
20. The provisions made in Rajasthan Transparency in Public Procurement Rules, 2013 regarding compliance with code of Integrity, no conflict of Interest & Grievance redressal during procurement process are applicable as per Annexure A, B, C, D, enclosed.
21. Form No. 1 regarding Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012 is enclosed.

Contract Data:-

1. The Employers is

Designation:-Superintending Engineer (Civil), JDVVNL, JODHPUR.

Address: - New Power House, Jodhpur.

2. The site is located at **33/11 k v sub station Karadwali NEAR RAISINGHNAGAR UNDER O&M DIVISION RAISINGHNAGAR**

3. The start date shall be 15 days after issue of work order.

4. The intended completion date for the work of work is **EIGHT months**

The work consists of **Construction of 33 KV Sub-Station Building, B. Wall & Approach Road at 33 KV sub-station with earth filling at Chak Karadwali (UBN JVV2021WSOB00239)**

The language of the contract is English.

5. The Arbitration proceeding shall be held at JDVVNL, Deptt. Jodhpur.

SECTION -4

Additional Conditions of Contract:

- (1)The additional conditions of contract regarding correction of arithmetical errors, variation of quantities & division of quantities are as per Annexure– D.
- (2) Kolayat Bajri is To Be Used Only
- (3)contractor has to utilized dismantled material ,from the work as required and necessary recovery of the same will be done as per PWD BSR

SECTION – 5
Specification

1. The work shall have to be executed by the contractor as per specifications mentioned in each activities of items & as per guide line issued by the department & IS codes.
- 2.** The material of sand, ballast, grit, stone and cement shall be supplied from Specified / approved PWD quarries & may be used after testing reports from **Quality control wing situated at Jodhpur NPH office/Bikaner. PWD/RRVPNL**

3. The work shall be executed strictly as per drawings, section of wall, issued from the Engineer in charge of work.

SECTION – 6

Form of Bid

The bidders shall fill and load this form for of Bid in technical bid envelope

To,

Superintending Engineer (Civil),

JDVVNL, JODHPUR.

Address :- New Power House, Jodhpur.

Description of work :- _____

Dear.....

1. With full understanding that Part – II our bid will be opened only if we qualify on the basis of evaluation in Part – I of the bid, we offer to execute the works described above, remedy any defects therein, and carry out the work in conformity with the conditions of contract, specifications, drawings and bills of quantities accompanying in Part –II of the bid .
2. This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.
3. We certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We undertake that in competing for (and, if the award is made to us, in executing) the above contract we will strictly abide by the provisions of fraud and corruption in the General condition of contract and laws against fraud and corruption of force in India namely “Prevention of corruption ACT, 1988.”
4. We undertake to commence the works on receiving the notice to proceed with the work in accordance with the contract conditions.

Signature Authorized.....
Name & title of Signature.....

Name of Bidder.....
Address.....
Mobile No.
E-mail Id

SECTION – 7
Bill of Quantities.

- i. The bill of Quantities shall be read as mentioned in the Schedule 'G' of the work contract.
- ii. For the construction of work, the quantities given in the bill of quantities are estimated and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work carried out as measured and verified by the Engineer and valued at the rates and prices tendered in the bill of quantities in the case of item rate tenders.
- iii. Where there is a discrepancy between the unit rate in figure and words, the rates in words will be govern
- iv. For item Rates Bids, the item for which no rate or price has been entered in by the bidder will not be paid by the employer when executed and shall be deemed to be covered by the other rates and prices in the bill of quantities.
- v. Where there is a discrepancy between the unit rates and the amount total resulting from the multiplying the unit rate by quantity, the unit rate quoted shall govern.

E-mail Id.....

Signature of AuthorizedSignatory

SECTION – 8

List of Documents to be uploaded by the Bidder

S. No	Details	Remarks
01	Scanned Copies of Demand Drafts/Bankers Cheques towards Bid cost(GST as applicable), Bid Security(GST as applicable) &Processing fee (GST as applicable)alongwith duely signed Bidding documents which are (1) Bid form (2) Notice inviting bid for works (3) Schedule and specifications (4) Contract agreement	
02	Copy of Regular Registration certificate in GST department.	
03	Copy of valid registration and power of attorney, if any	
04	Undertaking in lieu of detailed Agreement.	(Schedule-1)
05	An Affidavit affirming the correctness of information and documents furnished with the bid and bidder not be under a declaration of ineligibility for corrupt and fraudulent practices.	(Schedule-2)
06	Declaration by the Bidder regarding Qualifications and no conflict of interest.	(Schedule-3)
07	Form of Bid	(Schedule-4)
08	Duly signed Annexure A, B, C & D	
09	Duly Signed this List of Documents to be uploaded by the Bidder	

If any one or more of above documents are not uploaded, the technical bid is liable to be rejected.

Sign.Of Contractor

**Executive Engineer(Civil)
JDVNL., Bikaner**

JODHPUR VIDYUT VITRAN NIGAM LTD.

Annexure A: Compliance with the Code of Integrity and No. Conflict of Interest

Any person participating in a procurement process shall –

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- (i) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. Have controlling partners/shareholders in common; or

- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring entity regarding the bidding process; or
- e. The Bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Signature of Bidder

JODHPUR VIDYUT VITRAN NIGAM LTD.

TO BE FILLED-IN BY THE BIDDER

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice Inviting Bids No..... Dated.....I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State government or any local authority as specified in the bidding Document;
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Documents, which materially affects fair competition;

Date:

Place:

Signature of Bidder

Name:

Designation:

Address:

JODHPUR VIDYUT VITRAN NIGAM LTD.

TO BE FILLED-IN BY THE BIDDER AT TIME OF APPEAL

ABSTRACT OF DETAILS

Annexure C: Grievance Redressal during Procurement Process

The designations and address of the First Appellate Authority is :-

Director Technical ,Jodhpur

The designation and address of the second appellate Authority is:-

Whole Time Directors, Jaipur

(1) Filing an appeal

If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate authority as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings.

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective Bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period

specified in para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(4) Appeal not to be in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with . as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, Affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate or Second Appellate Authority, as the case may be, shall,
 - i. Hear all the parties to appeal present before him; and
 - ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Signature of Bidder

JODHPUR VIDYUT VITRAN NIGAM LTD.

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of Subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- iv. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its bid securing declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

i. At the time of award of contract, the quantity of goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

ii. If the Procuring Entity does not procure any subject matter of procurement procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of contract.

iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Signature of Bidder

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No.....of.....

Before the..... (First/Second Appellate Authority)

1. Particulars of appellant

i. Name of the appellant:

ii. Official address, if any:

iii. Residential address:

2. Name and address of the respondent(s):

i.

ii.

iii.

3. Number and date of the order appealed against and name and designation of the

officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
.....(Supported by an affidavit)

7. Prayer

.....

Place.....

Date.....

Appellant's Signature.

JODHPUR VIDYUT VITRAN NIGAM LTD.
Undertaking in lieu of Agreement

(Schedule -1)

I/We hereby agree to abide by all the conditions laid in the printed agreement of the JODHPUR VIDYUT VITRAN NIGAM LTD for execution of this work and also undertake to follow the specifications of the Nigam as laiddown for Building / Road/ Electrification work as may be applicable to this contract.

Signature of Contractor.....

Address.....

Mobile No.....

JODHPUR VIDYUT VITRAN NIGAM LTD.

TO BE FILLED-IN BY THE BIDDER

ABSTRACT OF DETAILS

**Format for the Affidavit for correctness for information and not under
deciralation of in eligibility**

(Schedule-2)

Note :- This affidavit should be on a non Judicial stamp paper of Rs. 50/- and shall be attested by magistrate / sub Judge / Notary Public.

1. (Name of the authorized representative of the bidder) son / daughter of (full address), aforesaid solemnly affirm and state as under :-
 - A. I hereby certify that all the information furnished with the bid submitted online in response to notice inviting bid number..... Dt.....issued by Superintending Engineer (Civil.)Jd.V.V.N.L. JODHPUR for the work..... (Name of work) are true and correct.
 - B. I hereby certify that I am not under a declaration of debarring from bidding process and ineligibility for corrupt and fraudal practices in any department.
 - C. I hereby certify that I have been authorized by(the bidder) to sign on their behalf, the bid mentioned in paragraph – 1 above.

Place.....

Date.....

Mobile No.....

E-mail Id.....

Signature of AuthorizedSignatory.....

JODHPUR VIDYUT VITRAN NIGAM LTD.

TO BE FILLED-IN BY THE BIDDER

ABSTRACT OF DETAILS

(Schedule-03)

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice Inviting Bids No..... Dated.....I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State government or any local authority as specified in the bidding Document;
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Documents, which materially affects fair competition;

Date:

Place:

Signature of Bidder

Name:

Designation:

Address:

JODHPUR VIDYUT VITRAN NIGAM LTD.

TO BE FILLED-IN BY THE BIDDER

ABSTRACT OF DETAILS

(Schedule-4)

Form of bid

The bidders shall fill and load this form of Bid along with bid documents

To,
Superintending Engineer (Civil),
JDVVNL, JODHPUR.
Address :- New Power House, Jodhpur.
Description of work :-

Dear.....

1. With full understanding that Part – II our bid will be opened only if we qualify on the basis of evaluation in Part – I of the bid, we offer to execute the works described above, remedy any defects therein, and carry out the work in conformity with the conditions of contract, specifications, drawings and bills of quantities accompanying in Part –II of the bid.
2. This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.
3. We certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We undertake that in competing for (and, if the award is made to us, in executing) the above contract we will strictly abide by the provisions of fraud and corruption in the General condition of contract and laws against fraud and corruption of force in India namely "Prevention of corruption ACT, 1988."
4. We undertake to commence the works on receiving the notice to proceed with the work in accordance with the contract conditions.

Signature Authorized.....

Name & title of Signature.....

Name of Bidder.....

Address.....

Mobile No.

E-mail Id

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