

Two Part Bid

JODHPUR VIDYUT VITARAN NIGAM LIMITED
OFFICE OF THE SUPERINTENDING ENGINEER (MM&C)
NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR –342 003

Corporate Identity Number (CIN)-U40109RJ2000SGC016483 GST No. 08AAACJ8578R1ZJ

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SPECIFICATION NO. JDVVNL / SE (MM&C) / TN-1750 FOR AWARD OF RATE CONTRACT FOR PHOTOCOPYING WORKS.

A.	NIT No.	TN-1750
B.	Last date for receipt of tenders	18.01.2022 up to 12:00 PM
C.	Date & time of tender opening	18.01.2022 at 3:00 PM
D.	Cost of Specification	Rs. 2,950.00 (Two Thousand Nine Hundred & Fifty only) For MSME Of Rajasthan: Rs. 1,475 (One Thousand Four Hundred & Seventy Five only)
E.	Processing of RISL	Rs. 1,000.00 per set (One Thousand only)
F.	Bid security to be deposited	General Bidder: Rs. 90000.00 Sick Unit of Rajasthan: Rs. 45000.00 SSI unit of Rajasthan: Rs. 22500.00
G.	Validity	120 days from the next date of opening of techno-commercial bid.

IMPORTANT DATES

S. N.	Events	Date & Time	Location
1.	Last Date of downloading of tender specifications	Up to 17.01.2022 (04:00 PM)	www.jdvvn.com & http://www.eproc.rajasthan.gov.in
2.	Last Date of Deposit of cost of Tender Specifications, Processing fee & Bid Security	Up to 17.01.2022 (4:00 PM)	Office of Sr. A.O (Cash & CPC) / SE (MM&C), JdVVNL , New Power House, Industrial Area, Jodhpur
3.	Last Date & time of submission of electronic bid	Up to 18.01.2022 (12:00 PM)	http://www.eproc.rajasthan.gov.in
4.	Opening of Technical Bid	18.01.2022 (03:00 PM)	http://www.eproc.rajasthan.gov.in
5.	Opening of Price Bid	To be intimated separately to the qualified bidders	http://www.eproc.rajasthan.gov.in

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1. Tender documents will be made available on e-Tendering portal www.eproc.rajasthan.gov.in The bidders, in their own interest are requested to read very carefully the tender document before submitting the bid only through online on website www.eproc.rajasthan.gov.in . The bidders can download bid up to 04:00 p.m. one day prior to schedule date of opening of respective bid mentioned above documents and submit their bids online up to 12:00 p.m. on schedule of respective bid mentioned above.
2. Eligible bidders should submit their bid well in advance instead of waiting till last date JdVVNL will not be responsible for non-submission of bids due to any website related problems.
3. The cost of Tender specification **Rs. 2950/-** (Rs. 1475/- for MSME of Rajasthan)(Non-Refundable) to be paid by Demand Draft in Favour of the Sr. Accounts officer(Cash & CPC), JdVVNL, Jodhpur and tender processing fees **Rs. 1000/-** shall be payable by demand draft in favour of The Managing Director RISL, Jaipur (Non-Refundable). The bidders are required to deposit all these payments in the office of the SE(MM&C), JdVVNL, Jodhpur up to 4.00 PM one day prior to date of tendering otherwise their bids are liable to be rejected.
4. The Bid Security amount (as applicable) to be paid by demand draft/banker's cheque in favour of SR.AO(CASH & CPC), JDVVNL, Jodhpur (Payable at jodhpur) **342003 up to 4.00 p.m upto one WORKING day prior to schedule date of opening** of respective bid or Bank guarantee, in specified format, of a scheduled bank in favour of superintending Engineer (MM&C), JDVVNL, Jodhpur be deposited to the Sr. Accounts Officer (MM&C), JdVVNL, New Power House, Industrial Area, Jodhpur-342003 **up to 4.00 p.m. up to one WORKING day prior to schedule date of opening** of respective bid and obtain a receipt/acknowledgement thereof. No other mode of deposit shall be accepted. At the time of depositing the Bid Security amount or Bank Guarantee, the bidder shall also furnish self attested and duly attested by Notary, the documentary evidence of SSI/MSME unit of Rajasthan or of sick unit (as applicable) along with affidavit as per schedule VII on Non-Judicial Stamp of Rs. 100/-.

The Bank Guarantee against Bid Security be issued by Nationalized / Scheduled Bank. The same may be accepted after confirmation by issuing Bank. If any Bid Security Bank Guarantee not is proper format / not confirmed by the issuing Bank the same would not be accepted and the bidder would be immediately shorted out from bid process.

SECTION- III

**TECHNICAL SPECIFICATION FOR RATE CONTRACT OF
PHOTOCOPYING WORK AGAINST NIT NO SE (MM&C)/TN-1750**

3.01 SCOPE:

Rate contract for Photocopying work of documents of Nigam for one year and further extendable upto 03 months as per RTPP.

3.02 SCHEDULE OF TECHINECAL SPECIFICATION:

The contractor shall carryout photocopying work in accordance with the following standard / conditions:

- i.) The Photocopier machines to be installed should be latest heavy duty model capable of copying 5000 clear & legible copies per day.
- ii.) The Photo copy of documents shall be provided on J.K. makes, 70 GSM Photocopier paper. The HOD (MM) shall verify the stationary used for photocopying purpose.
- iii.) Two separate Photocopier machines shall be installed at New Power House premises at two different locations.
- iv.) The required space for installation of Photocopier machines shall be provided by Nigam in its premises without any charge.
- v.) The electricity charges shall be verified by the HOD and shall be borne by contractor as per consumption recorded in sub-meter and tariff shall be applicable as per Nigam tariff under commercial category and sub-meter shall be arranged by the contractor & tested by Nigam before commencement of work.
- vi.) The contractor shall arrange the required manpower, furniture, stationary & other relevant material for Photocopying work.
- vii.) Nigam will pay no maintenance charges including accessories, if any, for Photocopying work.
- viii.) The working hours for Photocopying work shall be 9.30 AM to 6 PM during working days. Work shall be carried out on holidays, before or after working hours as and when required by the Nigam.
- ix.) Photocopying work of documents not related to Nigam's work or private work shall not be permitted in the premises of corporate office.
- x.) In case the photocopier machine fails to operate and or becomes defective for more than one hour, the same shall be intimated to contractor by concerned Nigam offices under intimation to SE(MM&C) office and the contractor shall either arrange another photocopying machine or arrange manpower to carryout photocopying work from outside so that photocopying work may not suffer otherwise recovery @ Rs. 200.00 per day shall be effected until written intimation by the contractor about proper functioning of machine and removal of defectiveness.

3.03 SCHEDULE OF REQUIREMENT:

Photocopying of various documents shall be carried out after getting proper requisition slip (format in Schedule- I) duly signed by the authorised person of Nigam offices. The Photocopying work shall be of good quality in all respect and clearly legible. Secrecy of documents shall be maintained while carrying out the Photocopying work. No information by any means shall be leaked or passed out to any one. Skilled staff shall be engaged by the contractor to carry out Photocopy work. Photocopy work of other than corporate offices shall not be allowed to be done on photocopiers installed in New Power House premises.

3.04 DEPARTURE FROM SPECIFICATION:

If the tenderer wish to depart from the specification in any respect, he should clearly state such departures indicating the reasons there of, unless this is done, the departmental specification will hold good and shall be binding on the supplier unless the departures have been approved in writing by the purchaser.

3.05 PAYMENT:

Payment shall be made by AO (EA & Cash), Jdvvn1, Jodhpur after verification of requisition slip & bills and obtaining satisfactory performance certificates on monthly basis by Nigam offices. If bill(s) not submitted maximum up to 3 months, the order will be liable for cancellation.

3.06 PRICES:

The rate contract prices quoted should remain firm during the contract period. The period of rate contract shall be for one year and **can be increased or decreased as per the rules.**

3.07 TENDERS:

Tenderer shall furnish complete particulars of the rate contract offered by them in regard to this specification and submit the same with their tender in single copy. Failure to do so or any incomplete entry therein may prevent a tender from being consideration.

3.08 GENERAL:

The tenders received without complete details required as per enclosed forms/schedules are liable to be rejected.

3.09 SCHEDULE OF RATE CONTRACT:


Schedule of rate contract for photocopy work is enclosed. Tenderer are requested to quote the prices in the schedule IV only.

3.10 As GST act has been effected from 01.07.2017, therefore, BOQ has been prepared accordingly with applicability of GST. Further, old tax structure wherever appearing in ITB/GCC/Specification may be replaced by GST as per notification.

Further, GST registration number of Jodhpur Discom is 08AAACJ8578R1ZJ.

3.11 Every Micro, Small & Medium enterprises of Rajasthan shall be required to submit an affidavit in schedule-VII, along with duly filled bid document.

SCHEDULE-I**FORMAT OF REQUISITION SLIP**

	JODHPUR VIDYUT VITRAN NIGAM LIMITED
Date	
Name of Office	
Name of Employee	
TN No./PO No./Ref. No.	
FS/A-4/A-3	
No. of pages	
Counter sign of employee	

No other format shall be entertained and incomplete requisition slip will not be accepted for the purpose of payment.



SCHEDULE –IV (A)

(TN No.- 1750)

JODHPUR VIDYUT VITRAN NIGAM LIMITED

A Govt. of Rajasthan Undertaking

DEPARTURE/DEVIATION FROM TECHNICAL SPECIFICATION

The bidder shall state under this schedule the departure from the Purchaser's specification in respect of technical is as under:-

S.No.	Main Deviations from Technical Specification.
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Certified that we agree to all the technical specification of the NIT except for the deviation to the extent indicated above.

(Signature)

Name & Designation
with seal of the bidder.



SCHEDULE – IV – (B)

(TN No. – 1750)

JODHPUR VIDYUT VITRAN NIGAM LIMITED

A Govt. of Rajasthan Undertaking

DEPARTURE FROM COMMERCIAL TERMS & CONDITIONS OF THE SPECIFICATION

The bidder shall state under this schedule the departure from the Purchaser's specification in respect of Commercial terms & conditions:-

S.No.	Main Deviations from Specification.
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Certified that we agree to all the commercial terms & conditions as laid down in General Conditions of Contract to the specification except for the deviation to the extent indicated above.

(Signature)
Name & Designation
with seal of the bidder.

SCHEDULE –V**(TN No.- 1750)****LIST OF PAST RATE CONTRACT FOR PHOTOCOPYING WORK AND WORK
ORDER IN HAND**

The tenderers shall state under this schedule whether rate contract for photocopying offered in the tender have been previously awarded to him by erstwhile RSEB or Jodhpur / Jaipur / Ajmer Discom or any other organization / Government department. A list shall be given of such rate contract orders executed by him together with information regarding the names of organizations & period of contract along with copies of orders. This list should be in form given below.

S. No.	Name of department to whom photocopying services provided	Rate Contract order no. & date	Period of Rate Contract	Remarks

Signature of Tenderer & Seal

SCHEDULE –VI



(TN No. – 1750)

List of equipment and technical hand available with the firm

The tenderer is required to furnished the following information, as enclosures with the tender.

Name and address of Contractor: _____

GST Registration No. _____

1. List of equipments available for executing of work.
2. Date of starting of organization
3. Capacity of organization.
4. Details of technical hand available for work order.
5. Manpower to be arranged in case of order.
6. Furniture and other equipment, in case of order.

Note: - We agree for inspection of premises/verification of documents by the representative of Nigam if required.

Signature of Tenderer & Seals

Schedule – VII

(TO BE FURNISHED ON NON-JUDICIAL STAMP WORTH Rs.100/- & DULY NOTARIZED)

FORMAT OF AFFIDAVIT

I _____ S/o _____ Aged _____ Yrs. _____
Residing at _____ Proprietor/Partner/Director of
M/s _____ do hereby solemnly affirm and declare that:

(a) My/Our above noted enterprise M/s _____ has been issued acknowledgement of Entrepreneurial Memorandum Part II by the District Industries Centre _____ . The acknowledgement No. is _____ dated _____ and has been issued manufacture of following items:

Name of Items	Production Capacity (Yearly)
(i)	
(ii)	
(iii)	
(iv)	
(v)	

(b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.

(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

(d) The present status of the firm is as per acknowledgment of Entrepreneurial Memorandum Part-II issued on the date of District Industries Center, _____.

Place _____

Signature of
Proprietor/Director Authorized Signatory
With Rubber Stamp and date

VERIFICATION

I, _____ S/o _____ Aged _____ Years residing
at _____ Proprietor/ Partner/ Director of M/s
_____ verify and confirm that the contents at
(a), (b), (c) & (d) above are true and correct to the best of my knowledge and nothing has been
concealed therein. So, help me God.

DEPONENT

GENERAL
Amendments in GCC & ITB

- 1) **Wherever EMD and Security Bank Guarantee (SBG), are appearing in the ITB, GCC & other Bidding Documents, same is hereby replaced by BID SECURITY as under:-**

BID SECURITY

Bid security shall be 2% **of the estimated value of subject matter of procurement put to bid.** In case of Small Scale Industries of Rajasthan it shall be 0.5% of the **quantity offered** for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

In case SSI unit of Rajasthan quotes the less than the tendered quantity, then they are required to furnish Bid Security @ 0.5% of the value of the quantity offered by them, failing which bid shall be considered non-responsive.

The Bid Security amount (as applicable) to be paid by Demand Draft/Banker's Cheque in favour of SR. AO (CASH & CPC), JDVVNL, Jodhpur (payable at Jodhpur) 342003 **upto 4.00 p.m. upto one WORKING day prior to schedule date of opening** of respective bid or Bank Guarantee, in specified format, of a scheduled bank in favour of Superintending Engineer (MM&C), JDVVNL, Jodhpur, be deposited to the Sr.Accounts Officer (MM&C), JDVVNL, New Power House, Industrial Area, Jodhpur-342003 **upto 4.00 p.m. upto one WORKING day prior to schedule date of opening** of respective bid and obtain a receipt/acknowledgement thereof. No other mode of deposit shall be accepted. At the time of depositing the Bid Security amount or Bank Guarantee, the bidder shall also furnish self attested and duly attested by Notary, the documentary evidence of SSI unit of Rajasthan or of sick unit (as applicable) along with affidavit as per schedule X on Non-Judicial Stamp of Rs. 100/-.

The Bank Guarantee against Bid Security be issued by Nationalized / Scheduled Bank. The same may be accepted after confirmation by issuing Bank. If any Bid Security Bank Guarantee not is proper format / not confirmed by the issuing Bank the same would not be accepted and the bidder would be immediately shorted out from bid process.

The Micro, Small & Medium Scale Industries of Rajasthan and sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR) shall furnish self-attested documentary evidence duly attested by Notary to claim the above.

- 1) **Wherever Performance Bank Guarantee (PBG) and Composite Bank Guarantee (CBG) are appearing in the ITB, GCC & other Bidding Documents, same are hereby replaced by PERFORMANCE SECURITY as under:-**

PERFORMANCE SECURITY

- (i) **Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned**

or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

- (ii) In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @10% of the amount of bill.

3) **VENDOR REGISTRATION**

The relaxation/exemption given to the registered vendors of the Nigam in respect of EMD/SBG, wherever appearing in the ITB, GCC & other Bidding documents, are hereby WITHDRAWN.

- 4) The indirect taxes i.e. Excise Duty, Service Tax, VAT/CST, Entry Tax etc. mentioned in G.C.C., may now be read as G.S.T.

5) **Due Date of payment:**

Payment shall be due and payable by the purchaser in accordance with the provision of the contract within a reasonable period from the date of receipt of each invoice by the contractor / supplier duly supported by a certificate of the Engineer. The purchaser will take all possible effort to make payment to the contractor / supplier generally on 45th day after receipt of duly verified challans / receipts / bill in the office of paying authority {Sr. Accounts Officer (Cash & CPC) Jodhpur Discom, Jodhpur / Concerned Circle Accounts Officer} and completion of contractual formalities. But in case of delay in payment the purchaser shall not be liable to pay any interest on the outstanding amount to the contractor / supplier.

- 6) The GST will be charge extra at the prevailing rate on all the settlement fees as applicable and amended time to time.

7) **APPEAL:**

i. 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 this Act or the rules or guidelines issued there under, he may file 1st & 2nd appeal under section 38 of RTPP Act-2012 to the following appeal authorities **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:**

Sr.No	Type of Appeal	Name & Designation of appellate authority
1	First appeal	Chairman, Discoms
2	Second appeal	Energy Department, Government of Rajasthan

- ii) The form of appeal shall be as per Rule 83 of RTPP Rules, 2013 and memorandum of appeal shall be filled as per form-1 as prescribed under RTPP Rules, 2013.

Fee for appeal: - Subject to rule 84 of the RTPP Rule 2013 the fee shall be as under:-

- a. For First Appeal:- Rs. 2,500/- (Rupees Two Thousand Five Hundred Only)+GST.
b. For Second Appeal:- Rs. 10,000/- (Rupees Ten Thousand Only)+GST.

iii) It is further intimated that the fee shall be paid in the form of Demand Draft of Bankers Cheque of a Scheduled Bank payable in the name of Sr. Accounts Officer (Cash & CPC), JdVVNL, Jodhpur.

iv) 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:

v) 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.

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

vii) 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.

8) The bidders should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officers, should not have business activities suspended, should not be blacklisted or debarred by any utility/ government agency, should not have a conflict of interest. For this bidder is required to furnish a Declaration as per Appendix-C, on Rajasthan Non-Judicial Stamp Paper of Rs. 100/ (excluding surcharge on Stamp Paper, as per rules).”

9) In case the terms & conditions mentioned in PO, ITB & GCC are modified/differ from RTPP Act, then RTPP Act shall supersede.

ADDENDUM IN ITB

Addendum in the provision of Instruction to Bidder (ITB) in the clause No. 1.12.2 for quantity allocation as per award criteria of purchase manual in accordance to the clause no. 74 of RTPP rules:

1.12.2 (A) for quantity allocation**(i) Trial order under Para No. 22.17 (a) & (b) of purchase manual**

(a) Any bidder located within or outside the state of Rajasthan has participated for the first time in a particular Discom & meeting minimum qualification requirement and has supplied the tendered material/or of higher rating in other utility shall be treated as an old supplier. Rajasthan's firms although supplied in past but not meeting minimum quantity supplied criterion including altogether new units which have not supplied any quantity but having adequate & required manufacturing and testing facility and technical know-how of the tendered material shall be considered as new firms and would be eligible for trial order only. In case supply made to the licensed power utility outside India, the C.A. certificate furnished by the firm shall be considered.

Note:- The material supplied and accepted for same/higher rating for turnkey project (s) to a licensed power utility/Govt. shall be considered for the purpose of evaluating criteria. The certificate given by C.A. shall indicate above quantity separately.

(b) (i) The trial order for a particular item shall not generally exceed 10% of the total quantity considered for placement of order. This ceiling may, however, be relaxed by the corporate level purchase committee up to the extent of 30% to take the advantage of lower price where situation of differential price offering is arising.

(ii) The capacity & capability assessment of a bidder located outside state of Rajasthan who otherwise qualifies but is participating for the first time shall not be carried out.

Similarly, for the tendered item(s) where the valid BIS license is an essential qualification requirement and the bidder possesses the valid BIS but new to the utility. The capacity/capability assessment of such a bidder shall also not be carried out.

(ii) Award criteria under Para No. 10.2 (iii) of purchase manual

(a) In case of distribution transformers of rating 40 KVA and below, LT cables & conductors and fabricated steel items, order quantity may be distributed in the following manner:-

**20% to L1
15% to L2
10% to L3
05% to L4**

50% to be distributed equally among other firms subject to the condition that not more than 5% of the quantity to be purchased will be allotted to any one of such firms. The balance, if any will be distributed in the same proportion as indicated above among the first four firms.

(b) In case of other items except poles, order quantity may be distributed in the following manner:-

**40% to L1
20% to L2
10% to L3**

06% to L4

The balance quantity may be equally distributed among other firms subject to the condition that not more than 4% of the quantity to be purchased will be allotted to any one of such firm. The balance, if any will be distributed in the same proportion as indicated above among the first four firms.

(c) In case of poles, the order may be awarded on the basis of landed cost (material and transportation taken together). The allocation of quantity location/destination wise may be made among the eligible firms in equal proportion as far as possible.

APPENDIX-A

Bank Guarantee No. _____
 Security Amount : _____
 Issued on dated : _____
 Valid upto : _____
 Claim upto / Grace period: _____

PERFORMA OF BANK GUARANTEE FOR BID SECURITY

(Bank Guarantee in lieu of bid Security on non-judicial Stamp Paper of Rajasthan State of 0.25% of the B.G. value or Rs.25,000/-, whichever is less)

To,

The Superintending Engineer (MM&C),
 Jodhpur Vidyut Vitaran Nigam Limited,
 Jodhpur.

1. Whereas _____ (name of the Bidder) (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for _____ (name of contract/ name of the material with Bid no. / TN No. _____) (hereinafter called "the Bid").
2. KNOW ALL PEOPLE by these presents that WE _____ (name and address of branch of Bank) of _____ (name of country), having our registered office at _____ (addresses 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 _____ 20____.
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 within the time specified in purchase / work order, if required, or
 - b. Fails or refuses to furnish the performance security within the time specified in purchase / work order in accordance with the GCC, or
 - c. Fails to commence supply of goods or services or execute work as per purchase / work order within time specified.
 - iv. If the bidder breaches any provision of the Code of integrity specified in the RTPP Act and Chapter VI of the RTPP Rules.
4. We undertake unconditionally and irrevocably to guarantee as primary obligator and not as surety merely to pay to the purchaser a sum of Rs. _____ (in words Rs. _____) 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 above three conditions specifying the occurred condition or conditions.

5. The decision of the Superintending Engineer (MM&C), Jodhpur Vidyut Vitaran 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 _____(Bank Name) further undertake not to revoke this guarantee during its currency except with the previous consent of the Superintending Engineer (MM&C), Jodhpur Vidyut Vitaran Nigam Limited, 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 the 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. upto _____, 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)
Signed by the above named Bank in presence of :
(signature with full Name and Address)

Witness :

1. _____.
2. _____.

Attested by Notary Public, First Class Magistrate or directly confirmed by the executing Bank.

* The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of bid.

Note : In case the bid is submitted by a Joint Venture, the Bid Bank guarantee shall be in the name of Lead partner or in the name of joint venture partners submitting the Bid covering all the partners of the joint venture.

APPENDIX-B

Declaration by the Bidder

(On Rajasthan Non-Judicial Stamp Paper worth Rs.100/- + Surcharge on Stamp Paper as per rules)

In relation to my/ our bid submitted to SE (MM&C) JdVVNL, Jodhpur, For procurement of _____ in response to their notice inviting bids under TN- _____ I/We hereby declare that : -

We are qualified, not insolvent, not in receivership, not bankrupt or being wound up, not have affairs administered by a court or a judicial officers, not have business activities suspended, not blacklisted or debarred by any utility/ government agency, not have a conflict of interest.

Signed _____
Name _____

In the capacity of _____

Duly authorized to sign the bid for an on behalf of :

Dated on _____ day of _____

Corporate Seal _____

ANNEXURE-A

SELF ATTESTED UNDERTAKING TO BE GIVEN ON FIRM'S LETTER HEAD

We, the undersigned declare that:

1. Our firm, its affiliates of subsidiaries including any subcontractor or suppliers for any part of the contract have not debarred by the state government or the procuring entity or a regulatory authority under any applicable law.
2. We declare that we have complied with and shall continue to comply with the provision of the code of integrity including conflict of interest as specified for bidders in the RTPP Act 2012, RTPP Rules 2013 and the bidding document during the procurement process and execution of contract till completion of all our obligation under contract.
3. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the procuring entity.
4. 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.
5. I/We are not insolvent, not in receivership, not bankrupt or being wound up, not have affairs administered by a court or judicial officers, not have business activities suspended, **not be blacklisted or debarred by any utility/ government agency**, not have a conflict of interest and not the subject of legal proceeding for any of the foregoing reasons.
6. 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.
7. I/We do not have a conflict of interest as specified in the Act, Rules and the bidding document, which materially affects fair competition.

**Firm's Name
Seal & Signature**