

Request for proposal (RFP)

for

Supply of Silica Gel Blue

to

Jaipur Vidyut Vitran Nigam

Limited

at

various store locations

JAIPUR VIDYUT VITRAN NIGAM LTD.

Corporate Identification Number (CIN)- U40109RJ2000SGC016486

Regd. Office: Vidyut Bhawan, Jyoti Nagar, Janpath

Jaipur-302005

NOTICE INVITING TENDER
“Through E-Tendering Process only”

Jaipur Vidyut Vitran Nigam Ltd.(J.V.V.N.L.), invites tenders for procurement of 5 tons of Silica Gel Blue, matching the specifications as provided in this bid document from reputed supplier either registered as Company under the Companies Act 1956/2013 or a Partnership firm registered under Partnership Act 1932/2008 or a Proprietor firms having license under Shops and Establishment Act, through e-tendering system.

The supplier has to supply the intended item at store ACOS(JPDC),Jaipur- (2 tons), ACOS(KOTA),Kota- (2 tons) and ACOS(Bharatpur),Bharatpur-(1 ton).

TN No.	TN:M&P-10
Mode of Bid Submission	Online through e-Procurement/e-Tendering system at http://eproc.rajasthan.gov.in
Estimated cost of material (Approx.)	Rs. 10.00 lakhs
Submission of Tender cost (non-refundable) through Demand Draft or Banker's Cheque in favour of "Sr.Accounts Officer (JPDC), J.V.V.N.L., Jaipur" payable at Jaipur.	Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty only) (inclusive of GST)
Submission of Demand Draft or Banker's Cheque for e-Tender Processing Fee (non-refundable) in favour of "MD, RISL, Jaipur payable at Jaipur	Rs.1,180/- (Rupees One thousand One hundred Eighty only) (inclusive of GST)
Submission of Earnest Money Deposit (EMD)/ bid security deposit (Bank guarantee/Demand Draft/ Banker's Cheque) in favour of "Superintending Engineer (M&P)/ Sr. Accounts Officer (JPDC), J.V.V.N.L., Jaipur" payable at Jaipur.	2 % of estimated cost of material procured i.e., Rs. 20,000
Publishing Date	___.2018
Document Download / Sale End Date/Time	___.0.2018 up to 5:00 PM
Bid submission Last Date/ Time Submission of Demand Drafts for Tender Fee, EMD/ bid security deposit and Processing Fee.	___.0.2018up to 3:00 PM
Date & Time of Opening of Technical Bids	___.0.2018at 3:00 PM
Date & Time of Opening of Financial Bids	Will be intimated later to technically qualified and responsive bidders as per bidding document.
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	http://www.energy.rajasthan.gov.in/jvvn/ www.eproc.rajasthan.gov.in http://sppp.rajasthan.gov.in
Bid & EMD/ bid security deposit Validity	60 days from date of opening of Technical bid or 30 days from the date of opening of Financial bid whichever is later.

1. Bid documents shall be made available on e-tendering portal <http://www.eproc.rajasthan.gov.in/> and <http://sppp.rajasthan.gov.in/> & www.energy.rajasthan.gov.in/jvvn/ for viewing. The bidders, in their own interest are requested to read very carefully the bid document before submitting the bid only through online on website <http://www.eproc.rajasthan.gov.in/> <http://sppp.rajasthan.gov.in/> upto the time & date as specified above.
2. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required Bid document fee of Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty only) (inclusive of GST) through Demand Draft/ Banker's Cheque in favour of "Sr. Accounts Officer (JPDC), J.V.V.N.L. Jaipur" payable at Jaipur and e-Tender Processing Fee: Rs. 1,180/- (Rupees One Thousand One hundred Eighty only) (inclusive of GST) through Demand Draft / Banker's Cheque in favour of "M.D, RISL, Jaipur" payable at Jaipur and shall be deposited in the Office of Sr. Accounts Officer (JPDC), JVVNL, Old Power House, Ram Mandir, Jaipur in separate envelopes up to the date & time specified for the submission of bid. Scanned copies of the Receipts shall be enclosed with the submission of bid online.
3. The earnest money/ bid security deposit shall be deposited in form of DD or Banker's Cheque/B.G in specified format of nationalized schedule bank. In case of Demand Draft or Banker's Cheque, it should be issued in favour of "Sr. Account Officer (JPDC), J.V.V.N.L., Jaipur" and shall be deposited in the office of Sr. Accounts Officer (JPDC), Old power house, Ram mandir, Jaipur. Scanned copies of the Receipts shall be enclosed with the submission of bid online.
4. In case of bid security deposit is submitted in form of bank guarantee, the same should be issued in favour of "Superintending Engineer (M&P), Jaipur Discom, Jaipur" and shall be submitted in the office of Sr. Accounts Officer (JPDC), Old power house, Ram mandir, Jaipur. BG should be duly stamped as per prevailing Rajasthan Stamp Act. Scanned copies of BG and its acceptance shall be enclosed with the submission of bid online.
5. Eligible bidders should submit their bid well in advance without waiting till last date. JVVNL will not be responsible for submission of bid due to any website related problems.
6. Bid Security shall be 2% of the estimated value of the subject matter of procurement put to bid. The Bidder shall furnish Earnest Money/Bid Security of Rs. 20,000 (Rupees Twenty Thousand Only) along with the 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. Concessional bid security may be taken from registered bidders as specified by the State Government. 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.

Note: All eligible interested bidders are required to get enrolled on e-tendering portal <http://www.eproc.rajasthan.gov.in/> and <http://sppp.rajasthan.gov.in/>.

Superintending Engineer (M&P)

Introduction

1.1 Background:

Jaipur Vidyut Vitran Nigam Limited (J.V.V.N.L.) is a Distribution Utility entrusted with the license for sub-transmission and distribution of electric power in the designated areas within the State of Rajasthan covering the district of Jaipur, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, Sawaimadhopur, Tonk and Karauli. The Company was established on 19th June, 2000 by Government of Rajasthan under the provision of the Rajasthan Power Sector Reforms Act, 1999 as the successor company of RSEB and presently has its corporate office at Vidyut Bhawan, Jyoti Nagar, Jaipur-302005.

The company is supplying electricity to more than 30 lakhs of consumers under 13 Circles in JVVNL. One of the important item in the entire value chain of the power distribution is the Power Transformers, which is primarily employed to step-down the high voltage level 11 kV or 33 kV voltage level. Being a valuable asset, the Power Transformers are protected from various conditions that may cause deterioration of its insulation or malfunctioning. Breather is one of the such device fitted with the conservator tank of transformer through a breathing pipe to restrict the entry of moist air into the conservator oil tank.

Whenever power transformer is loaded, the temperature of the transformer insulating oil increases, consequently the volume of the oil is increased. As the volume of the oil is increased, the air above the oil level in conservator will come out. Again at low oil temperature; the volume of the oil is decreased, which causes the volume of the oil to be decreased which again causes air to enter into conservator tank. The natural air always consists of more or less moisture in it and this moisture can be mixed up with oil if it is allowed to enter into the transformer. The air moisture should be resisted during entering of the air into the transformer, because moisture is very harmful for transformer insulation. A silica gel breather is the most commonly used way of filtering air from moisture.

The JVVNL has more than 2000 Power Transformer, as a preventive maintenance drive it wishes to replace the Silica gel of the breather to enhance the longevity of the power transformers. Therefore this tender is being floated to procure high quality Silica Gel for the desired purpose.

1.2 General details about the number of Power Transformers in JVVNL:

S. No.	Name Circle	Total nos. of Power Transformers
1	JCC	237
2	JPDC	464

3	Alwar	421
4	Dausa	157
5	Karuli	136
6	Kota	120
7	Bundi	105
8	Jhalawar	149
9	Baran	143
10	Bharatpur	157
11	Dholpur	62
12	Sawaimadhopur	115
13	Tonk	102
TOTAL FOR JAIPUR DISCOM		2368

1.5 Brief Scope of Work

The JVVNL through this bidding process desire to select a firm that could supply Silica gel conforming to the IS 3401:1992 and its amendment(s) in time and manner as described in this document at three different stores located at **ACOS(JPDC), Jaipur - (2 tons), ACOS (Kota), Kota - (2 tons) and ACOS(Bharatpur), Bharatpur - (1 ton).**

DEFINITIONS AND ABBREVIATIONS

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's state/country, as they may be issued and in force from time to time.
- (b) "Applicant" shall mean the bidder.
- (c) "Bank" or "Banks", refers to all scheduled Indian Banks as per the RBI current list.
- (d) "Bidder" shall mean any firm/ agency/ company/ trader responding to Invitation for Bids / Request for Proposal / Notice Inviting Tender and which is participating in the Bid.
- (e) "Completion" shall mean the completion of the Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
- (f) "Contract" means the Agreement entered into between the Purchaser and the Supplier together with the Contract Documents referred to therein, including all attachments, appendices and all documents incorporated by reference therein.
- (g) "Contract Documents" shall mean the following documents listed, including any amendments thereto to be read and construed as part of this Agreement, viz.:

- I. The Detailed award of contract;
- II. The Special Conditions of Contract;
- III. The General Conditions of Contract;
- IV. The Instructions to bidders;
- V. The Purchaser's Notification to the Bidder for Award of Contract;
- VI. Bidder's response (proposal) to the RFP, including the Bidder's technical offer and the financial offer;
- VII. Agreement; and
- VIII. Performance Security.

- (h) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (i) "Delivery" means the delivery of material by the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (j) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 8 of GCC;
- (k) "GCC" means the General Conditions of Contract.
- (l) "Government" means the Government of Rajasthan unless the context implies the Government of India.
- (m) "In writing" shall include any manuscript type, written or printed statement, under or over signature or seal as the case may be.
- (n) "J.V.V.N.L." shall mean the JAIPUR VIDYUT VITRAN NIGAM LIMITED represented by Managing Director and shall include their legal personal representative, successors and assignees.
- (o) "Letter of Intent" shall mean the customer's letter conveying his acceptance of the tender subject to such reservations as may have been stated therein
- (p) "Owner" means the "Utility" calling for RFP i.e., JVVNL.
- (q) "Purchaser" means the entity availing the Services, as specified in the SCC. It has been used to mean **Jaipur Vidyut Vitran Nigam Limited (JVVNL)** in this document.
- (r) "Related Services" means the services to be provided as per the requirements /conditions specified in the Contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute this Contract.
- (s) "SCC" means the Special Conditions of Contract.
- (t) "Services" means the work to be performed by the Contractor pursuant to this Contract for the purposes of the Project, as described in the Scope of Work here to;

- (u) The “Specification” shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any
- (v) “Successful Bidder” shall mean whose bid has been accepted by the Utility and appointed to perform services for the Utility under this contract.
- (w) "The Site" shall mean all identified locations within the State of Rajasthan, where the Contractor carries out any installation of Goods or is required to provide any Services.
- (x) "Supplier" means the agency appointed to supply intended item under the contract to the Utility..

Note: (1) Words importing the singular only shall also include the plural and vice version where the context requires.

(2) Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897).

SECTION I INSTRUCTION TO BIDDERS:

1. General Instructions:-

1.1. The bidders, in their own interest are requested to read very carefully these instructions and the terms and conditions as incorporated in **ALL** Sections before filling the bid form. If they have any doubt about the meaning of this Specification or any portion thereof, they shall before submitting the bid furnish to the respective authority of Discom in writing at least seven days before the specified date of opening of techno-commercial bids in order that such doubts may be removed. Submission of the bid shall be deemed to be the conclusive proof of the fact that the bidder firm had acquainted themselves and is fully conversant with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in his bid.

1.2. The bidder should be a legal identity. The bidder would be evaluated on the basis of eligibility criteria set out in Section –II of the RFP.

1.3 All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally and stamped on each page by the designated authorized representative of the bidder.

1.4 Any corrigendum issued shall form part of the RFP Document and shall be issued on the e-procurement website <https://www.eproc.rajasthan.gov.in>, <http://www.jaipurdiscom.com> and <http://sppp.rajasthan.gov.in>

1.5 The successful bidder shall not be permitted to sub-contract any part of its obligations under the Contract with the J.V.V.N.L.

1.6 Joint venture, Consortium or Association: The consortium or Joint venture is not allowed.

1.7 The bidders shall provide a single price quote exclusive of the GST or other Taxes if any.

2. Preparation of Bidding documents:-

2.1. EARNEST MONEY / BID SECURITY DEPOSIT:

2.1.1. Every Bidder, if not exempted, participating in the bidding process will be required to furnish the bid security as specified in this bidding document.

2.1.2. Bid Security shall be 2% of the estimated value of the subject matter of procurement put to bid. The Bidder shall furnish Earnest Money/Bid Security of Rs. 20,000 (Rupees Twenty Thousand Only) along with the 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. Concessional bid security may be taken from registered bidders as specified by the State Government. 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.

2.1.3 The bid security shall, at the bidder's option, be in the form of a crossed bank draft/Banker's Cheque/bank guarantee in specified format of a nationalized scheduled bank. Bid security shall remain valid for a period of thirty (30) days beyond the original bid validity period, and beyond any extension subsequently requested. In case of submission of the Bid Security in form of Bank Guarantee, bid security shall be submitted in Format provided at **Annexure - I** specified in this bidding document.

2.1.4 The Bid Security, in form of DD/Banker's Cheque, shall be submitted in favour of Sr. Accounts Officer (JPDC), J.V.V.N.L., Jaipur payable at Jaipur, Rajasthan and if deposited in form of BG it should be issued in favour of "Superintending Engineer (M&P)". The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

The Bank Guarantee for bid security shall be executed on Rajasthan Non-Judicial Stamp Paper worth 0.25% of BG value (maximum stamp duty of Rs 25,000/-).

2.1.5. Scanned copy of the acceptable instrument for bid security shall be enclosed with the submission of bid online whereas original instrument shall be furnished to the Sr. Accounts Officer (JPDC) in separate envelope up to the date & time specified for submission of bid.

2.1.6. Any bid not accompanied with the scanned copy of the bid security against deposition of earnest money or the original bid security against earnest money has not been furnished to the Sr. Accounts Officer(JPDC) up to the date & time specified for submission of the same, shall be rejected and the bid shall not be opened.

2.1.7. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

2.1.8 In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

2.1.9. Request for adjustments/proposals for acceptance of Earnest Money/bid security deposits, if any, already lying with the J.V.V.N.L. in connection with some other bids/orders shall not be entertained.

2.1.10. No interest shall be payable on the amount of EMD/ bid security deposit.

2.1.11. The Bid security taken from a bidder shall be forfeited in the following cases, namely: -

- i. when the bidder withdraws or modifies its bid after opening of bids;
- ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
- iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
- iv. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
- v. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

2.1.12 The Discom shall promptly return the bid security after the earliest of the following events, namely:-

- i. The expiry of validity of bid security;
- ii. The execution of agreement for procurement and performance security is furnished by the successful bidder;
- iii. The cancellation of the procurement process; or
- iv. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2.2. COST OF TENDER SPECIFICATION AND e-TENDER PROCESSING FEES.

2.2.1. The bidders can download the bid document from <https://www.eproc.rajasthan.gov.in>. However, Cost of tender/bidding document (non-refundable) Rs. 2500/- only (Rupees Two Thousand Five Hundred only) + 18% of GST (Total Rs. 2950, Two Thousand Nine Hundred Fifty Only) in Demand Draft/Bankers cheque in favour of Sr. Accounts Officer (JPDC), J.V.V.N.L., Jaipur payable at Jaipur and e-Tender Processing Fee: Rs. 1000/- (Rupees One Thousand only) + 18% of GST (Total Rs. 1180, One Thousand One Hundred Eighty Only) through Demand Draft /Bankers cheque in favour of M.D, RISL payable at Jaipur. Scanned copies of the aforesaid DDs/ Bankers cheque shall be enclosed with the submission of bid online whereas original DDs /Bankers cheque shall be furnished to the Sr. Accounts Officer (JPDC) in separate envelopes up to the date & time specified for the submission of bid.

2.2.2. Any bid not accompanied with the scanned copy of the Demand Drafts/ Bankers cheque against deposition of Cost of Tender Specification and E-Tender Processing fee or the original demand drafts /Bankers cheque against the Cost of Tender Specification and E-Tender Processing fee have not been furnished to the Sr. Accounts Officer(JPDC) up to the date & time specified for submission of the same, shall be rejected and the bid shall not be opened.

3. Submission and Opening of Bids:-

3.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of his Bid. The tendering authority shall not be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

3.2 LANGUAGE OF BIDS

The Bid, as well as all correspondence and documents relating to this Bid shall be exchanged and considered by the Bidder and the tendering authority in English Language only.

Supporting documents and printed literatures comprising part of the Bid may however be provided in English/ Hindi language.

3.3 SUBMISSION OF PROPOSALS

3.4.1 The Bidder shall submit their bid only in electronic format at <https://eproc.rajasthan.gov.in>. The bid should be digitally signed and stamped on each page by a responsible and authorized person. The Bidder shall procure Digital Signature Certificate (DSC) as per IT act - 2000.

3.4 DOCUMENTS COMPRISING THE BID

Bids are to be submitted in two parts:-

3.4.1 Part-I (Technical part of bid, to be filed in .pdf format):- This shall contain the following:-

- (i) Scanned copy of Earnest Money Deposit (EMD)/ bid security deposit (Bank guarantee/Demand Draft/ Banker's Cheque) in favour of "Superintending Engineer (M&P)/ Sr. Accounts Officer (JPDC), J.V.V.N.L., Jaipur" payable at Jaipur towards deposition of EMD/ bid security deposit amount,
- (ii) Scanned copy of Demand Draft/ Bankers cheque issued in favor of M.D. RISL payable at Jaipur towards e-Tender Processing Fees,
- (iii) Scanned copy of Demand Draft/ Bankers cheque issued in favor of the Sr. Accounts Officer (JPDC), J.V.V.N.L., Jaipur on account of deposition of the cost of tender document,
- (iv) Technical Bid offer cover letter on company's/ firm's letter head and related formats as specified under Section-VII "*Technical Bid*" of this RFP.
- (v) Other Documents/ certificates about bidder's competence, financial strength, details of experience in accordance with the QR specified so that the J.V.V.N.L. may be able to examine whether the offer submitted is technically acceptable and also confirm to our commercial terms and conditions or not.

3.4.2 Part-II (Financial/ Price bid/ BOQ, to be filed in .xls format):-

- (i) This shall contain the financial offer for carrying out the scope of work. The financial offer must be submitted in excel file of BOQ in the format as specified under Section-VIII "*Financial Offer Declaration*" of this RFP.

(ii) The price bid shall only be opened after examination of Technical Bid as per requirement stipulated in this specification and being satisfied about the fulfillment of the eligibility criteria. Price bid of only successful and qualified bidders shall only be opened. The date of opening of the price Bids shall be intimated to successful bidders, after evaluation technical bid (Part-I).

3.4.3 If required, J.V.V.N.L. may ask any bidder to furnish original copy of any documents or copy thereof duly attested by the Notary as the case may be for physical verification form on short notice of three days.

3.5 FILLING OF BIDS

3.5.1 The bid shall be submitted online in the electronic formats 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 case of the successful bidder.

3.5.2 No alteration shall be permitted to the formats and schedules enclosed with this tender specification and the Bidder must entirely comply with the specification.

3.5.3 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. For any accompanying/supporting document supplied in language other than the specified, translated document of the same shall also be provided; otherwise, the document shall to be deemed as null and void.

3.5.4 The bid shall be accompanied with the Power of Attorney (PoA) issued in the favour of authorized signatory of the bid. The PoA shall be on the letter head of the firm/company.

3.5.5 The bidder must quote the prices strictly in the manner as indicated herein, failing which the bid shall be liable for rejection. These must not contain any additions, alterations or corrections and any other marking which leave any room for doubt.

3.5.6 The J.V.V.N.L. will not be responsible to accept any cost involved in the preparation or submission of bids.

3.5.7 Any printed conditions of service on the bid shall not be accepted by the J.V.V.N.L.

3.5.8 All bids and accompanying documents shall be addressed to the Superintending Engineer (M&P), Chambal Power House, Hawa Sadak, J.V.V.N.L, Jaipur-302019.

3.5.9 The tenders/quotations given in the form other than the form prescribed shall not be considered.

3.5.10 After submission of valid authorization certificate of the authorized signatory of the bid, only one person shall be allowed for presence during the opening of the bid.

3.6 ALTERNATIVE BIDS

Alternative bids shall not be considered.

3.7 BID PRICES

3.7.1 All the prices should be quoted in Indian Rupees (INR) only.

3.7.2 The prices quoted in BOQ.xls should be exclusive of the GST if any applicable at present.

3.7.3 The GST or any other taxes shall be paid by JVVNL. Any statutory variation due to imposition of new tax or any increase/decrease in existing taxes by the government subsequently during the currency of the contract shall be on the part of the J.V.V.N.L. Similarly, any waiver or reduction in the existing taxes shall also be passable to the J.V.V.N.L.

3.8 PERIOD OF VALIDITY OF BIDS

3.8.1 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 J.V.V.N.L. for rejection of its bid. The J.V.V.N.L. shall always be at liberty to reject or accept any bid or bids at its 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.

3.8.2 The bids shall be valid for a minimum period of 60 days (sixty days) from the date of opening Part-I (Technical part of bid) or 30 days (thirty days) from the date of opening of Part-II (Price bid) wherever is later. Bids mentioning a shorter validity period other than specified are likely to be summarily rejected / ignored.

3.8.3 J.V.V.N.L. may ask for extension in validity period. The Bidder will be at liberty to accept it or not.

3.9 SIGNING OF THE BID

3.9.1 The bidding document shall be digitally signed by a person duly authorized to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written confirmation as specified in the bidding document and shall be attached to the bid.

3.9.2 Bid by a partnership must be furnished with full names of authorized partner followed by the signature(s) and designation (s) of the authorized partner(s).

3.9.3 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 sign the bid on behalf of such corporation/company.

3.9.4 A bid signed 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.

3.9.5 Satisfactory evidence of the authority of the person signing on behalf of the Bidder shall be furnished with the bid.

3.9.6 The Bidder's name stated on the proposal shall be exact legal name of the firm/agency.

3.9.7 Bids not conforming to the above requirements of signing shall be disqualified.

3.10 AMENDMENT/CORRIGENDUM/ADDENDUM IN RFP DOCUMENT AND DEADLINE FOR SUBMISSION OF BID

3.10.1 Bids must be submitted online by the bidders on the website <https://www.eproc.rajasthan.gov.in> and earlier than the date and time specified in the NIT.

3.10.2 At any time prior to the Bid Due Date, the Authority may for any reason, whether on its own initiative or as a result of a response to a query received during Pre-Bid Conference, modify the RFP Document/extend Bid Due Date by issuing "Amendment/Corrigendum/Addendum".

3.10.3 The Amendment/Corrigendum/Addendum shall be published on <http://www.jaipurdiscom.com>, <https://eproc.rajasthan.gov.in> and <http://sppp.rajasthan.gov.in>. Each such Amendment/ Corrigendum/ Addendum shall become part of the RFP Document.

3.10.4 Change in date of submission and opening of bids if any shall also be placed on the J.V.V.N.L. website immediately. However, if the modifications in bidding document, specifications of service are substantial, fresh publication of original bid inquiry may also be issued.

3.10.5 The J.V.V.N.L. on its discretion, reserves right to extend the deadline for the submission of bids.

3.11 RECEIPT OF TENDERS/ BIDS

3.11.1 Access to the bids is strictly restricted and will be provided only to the concerned officers of J.V.V.N.L. doing the evaluation.

3.11.2 Bids received by modes other than submission on <https://www.eproc.rajasthan.gov.in> website shall not be considered.

3.12 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

A Bidder may substitute or modify its bid after it has been submitted but prior to the deadline prescribed for submission of bids as per the e-tendering process but bidder cannot withdraw his bid after submitting it once.

3.13 BID OPENING

3.13.1 The designated Committee will perform the bid opening.

3.13.2 The tendering authority shall conduct the bid opening at the address, date and time specified in the NIT.

3.13.3 All the bids received up to the specified time and date in response by all the bidders shall be opened by the members of the designated Committee after entering their corresponding credentials (login id and digital signatures) in the website <https://www.eproc.rajasthan.gov.in> at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present.

3.13.4 No bid shall be rejected at bid opening except for alternative bids, bids not accompanied with the required evidences regarding deposition of cost of tender documents, EMD/ bid security deposit, and e-tender processing fees.

3.13.5 The Tendering authority shall prepare a record of the bid opening that shall include name of the bidder, the bid price and the presence or absence of Tender fee, EMD/ bid security deposit. The bidder's representatives who are present shall be required to sign the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record.

3.13.6 Only the Part-I containing "Technical Bid" shall be opened first. The Part-II containing "Financial Bid" shall be kept intact and shall be opened later on the specified date and time which shall be intimated to the bidders who qualify in the evaluation of technical bids.

3.13.7 The details of deposit of tender fee, EMD/ bid security deposit and processing fees with each bid shall be read out loudly.

3.13.8 A list of names of the representatives of the bidding firms present at the time of opening of tenders shall be prepared and read out and got signed by the respective representatives.

4. EVALUATION OF BIDS

4.1.1 The tendering authority shall evaluate each bid that has been determined, up to the stage of the evaluation, to be substantially responsive.

4.1.2 To evaluate a bid, the tendering authority shall use all the criteria and methodologies defined in Section IV "BID EVALUATION METHODOLOGY" of this bidding document.

4.2 EVALUATION OF TECHNICAL BIDS

4.2.1 The bidder shall be evaluated based on the documented submitted by them on the online procurement portal demonstrating the fulfillment of Qualifying requirements and other terms and conditions as may be specified in this bidding document. If during the evaluation, it is found that some clarification is required or additional documents are required the same may be collected in hard copy, through official channel only, post submission of bid and during evaluation of technical bid. Provided, such additional document(s) shall not alter the scoring of the bidder or provide any undue advantage to the bidder.

4.2.2 The initial technical evaluation shall be completed by the designated Committee as early as possible after opening of technical bids.

4.2.3 The number of firms qualified in technical evaluation, if less than three, and it is considered necessary by the tendering authority to continue with the bid process, reasons shall be recorded in writing; otherwise fresh bids may also be invited.

4.2.4 After approval of the technical evaluation by tendering authority, the firms which qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial bids.

4.2.5 For the firms which could not qualify in technical evaluation, EMD/ bid security deposit shall be refunded after completion of the bidding process i.e. award of the contract to the successful bidder.

4.2.6 The Tendering Authority will carry out a detailed evaluation of the bids as per criteria prescribed under Eligibility Criteria mentioned in the RFP and on the basis of documents enclosed with the technical bid.

4.2.7 In order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents, the Tendering Authority will examine the information supplied by the Bidders.

4.3 EVALUATION OF FINANCIAL BIDS

4.3.1 The financial bids of bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the members of the designated Committee in the presence of the bidders or their representatives who choose to be present.

4.3.2 The process of opening of financial bids shall be similar to that of technical bids.

4.3.3 The names of the firms, the rates given by them and conditions if any, shall be read out and recorded in the tender opening register.

4.3.4 Conditional bids are liable to be rejected.

4.3.5 *The offers shall be evaluated on L1 basis* and the technically qualified bidder quoting the lowest price shall be considered as L1 bidder, bidder quoting price next higher to the L1 bidder's price shall be considered as L2 bidder and so on. If the "*Quoted Rate*" are same for two bidders, then their ascending order would be determined on the basis of drawl of lottery in presence of the bidder who wishes to be present.

4.3.6 It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

4.3.7 The bidders may note that J.V.V.N.L. is not bound to accept the lowest financial offer.

Note: If the bidder quotes zero or null value against any of the item(s) in column "A" of the financial offer i.e. "BOQ", the same offer shall be rejected. In this case the Qualified bidder evaluated by e-proc system shall deviate and shall not be considered to be valid.

4.4 CORRECTION OF ARITHMETIC ERRORS

4.4.1 Provided that the bid is substantially responsive, the competent Committee shall correct arithmetical errors on the following basis: -

- i. 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
- ii. 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 point (i) above.

4.5 NEGOTIATIONS

4.5.1 As a general rule, negotiations after opening of bids would be discouraged. However, negotiations may be undertaken in exceptional circumstances, as under: -

-When the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids.

4.5.2 The competent committee shall have full powers to under take negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

4.5.3 Negotiations shall not make the original offer made by the bidder inoperative. The competent committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

4.5.4 The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and email (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid time, competent committee after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

4.5.5 In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the competent committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work / supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.

4.5.6 In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

5. Rejection of bids:

5.1 The bid may be considered as rejected /non responsive on account of any of the followings:-

- i. Any action on the part of the bidder to revise the rates/prices and modification in technical or commercial substance of original offer subsequent to opening of tender.
- ii. Submission of any supplementary information unless & otherwise asked for by the bidder after opening of the Bid may result in rejection of the Bid and may also debar him from submission of Bid to J.V.V.N.L. at least for a year.
- iii. The J.V.V.N.L. reserves the right to accept or reject any bid, and to cancel 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 J.V.V.N.L.' saction.

iv. In case of bidder not furnishing the desired information in the desired format the bid/offer may be rejected.

v. In case of bidder not adhering to the format of financial offer given with this document the bid/ offer may be rejected.

vi. In case of any foot note or explanatory statement in the financial offer the bid/offer may be rejected.

vii. In case of financial offer comprising any supplementary statement or discount or any condition the bid /offer may be rejected.

viii. In case, the bidder quotes zero or null value against any of the item(s) in column “A” of the financial offer i.e. “BOQ”, the same offer shall be rejected.

6. Signing of agreement

6.1 On receipt of Letter of award from J.V.V.N.L., the successful bidder shall enter into an agreement with J.V.V.N.L. by jointly signing. The draft of the agreement based on the terms, detailed in Section-V and Section-VI will be forwarded to the successful bidder for execution. **The agreement shall be executed within fifteen days** thereafter. The person to sign the agreement must be duly authorized by the Bidding entity.

6.2 If the bidder, who has been selected for contract, fails to sign a written agreement for contract or fails to furnish the required security deposit within specified period, the Discom shall take action against the successful bidder as per the provisions of the bidding document. The Discom may, in such case, cancel the contract with the bidder, forfeit the EMD/ bid security deposit and debar the bidder to participate in any future bid.

6.3 The contract agreement shall be executed on Rajasthan Non-Judicial Stamp Paper worth 0.25% of Contract value or maximum Rs 15,000/-

7. Performance Security Deposit

The successful Bidder within **fifteen (15) days** of the receipt of letter of award from the J.V.V.N.L. shall furnish the Performance Security in the form of Bank Draft or Banker's Cheque of a scheduled bank or Bank guarantee of a scheduled bank. It shall be got verified from the issuing bank. **The value of Performance Security would be 5% of the contract value.** The Performance Security would be valid up to a period of 6 months post the date of completion of the work. The performance security shall be deposited in formats as provided in **Annexure – II**. The Bank Guarantee for performance security shall be executed on Rajasthan Non-Judicial Stamp Paper worth 0.25% of BG value (maximum stamp duty of Rs 25,000/-).

8. Understanding and clarifications on documents and specifications

i. The Contract shall be considered to have come into force from the date of the issue of Letter of Intent/Letter of Award. The bidder is required to carefully examine the specifications and documents and fully aware itself about all the terms & conditions and 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 to the tendering authority. The J.V.V.N.L. shall issue interpretation and clarifications as it may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit its bid but within the time and date 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.

ii. Verbal clarifications and information given by the J.V.V.N.L. or its employee(s) or its representative(s) shall not in any way be binding on the J.V.V.N.L.

9. 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 J.V.V.N.L. to the bidders. While the bids are under consideration, bidders or their representatives or other interested parties are advised to refrain from contacting by any means, the J.V.V.N.L. or its employees/representatives on matters related to the bids under consideration, in the event of such happening the bidders proposal may be declared as rejected irrespective of his selection or rejection on the basis of the tender conditions. The J.V.V.N.L., 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.

10. Preliminary examination and evaluation

10.1. J.V.V.N.L. shall examine the bids to determine whether they are complete, free from computational errors, required cost and fees have been furnished or not and whether the documents furnished are properly signed and the bids submitted are generally in order.

10.2. Prior to the detailed evaluation, the J.V.V.N.L. will determine the substantial responsiveness of each bid against the bidding document.

10.3. For the purpose of above, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment/services/material or which limits in any way to the responsibilities or liabilities of the bidder of any right of J.V.V.N.L. as required under these specifications and documents. Determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

10.4. A bid determined as not substantially responsive will be rejected and shall not be treated responsive subsequently by correction of the non-conformity by the bidder.

10.5. Bid price shall mean the total price quoted by each bidder for complete package in its proposal for the complete scope of works.

10.6. J.V.V.N.L. will evaluate and compare the bids previously determined to be substantially responsive, pursuant in the manner specified above, for each package separately.

10.7. No bid shall be considered responsive if the complete requirements covered in the package are not included in the bid.

11. Award of contract

11.1 Notification of award of contract will be made in writing to the successful bidder(s).

11.2. The contract will be awarded to the best qualified and the substantially responsive bidder in conformity with the requirements of these specifications and documents and the JVVNL 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.

11.3. 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. The award of contract may be distributed among more than one bidder.

12. Change in quantity

12.1 If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

12.2 Repeat orders for extra items or additional quantities may be placed, on the rates and conditions given in the original contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be 50% of the value of goods of the original contract.

13. Technical Specification

13.1 The bidder has to meet the technical specification as provided in the IS 3401:1992 and its all amendments while supplying the Silica gel.

13.2 The technical specification as specified in the IS 3401:1992 along with the parameters that are to be decided by the purchaser as per the said Indian Standard is provided below:

Table-1

Parameters	Description/Permissible limit
Commodity	Silica Gel Blue
Appearance	Dark Blue Crystals
Particle size	12-15 mm(irregular shaped granular)
Bulk Density	As agreed by supplier & purchaser
Moisture content	Max 2%
Absorption Capacity	Min 27% @ 100% RH
pH in 10% soln.	Not more than 8 & less than 3.5
Cobalt Content(as CoCL ₂)	Min 0.5%
Chlorides(as NaCL)	0.04-0.05%
Sulphates(as Na ₂ So ₄)	Max 0.5%
Loss of drying	5% of mass
Packing	The material shall be packed in clean, dry and air tight containers

13.3 In case if there is any discrepancy found between the permissible limit specified in the IS 3401:1992 and the table provided above, the values provided in the IS 3401:1992(including all amendments) shall prevails.

14. Test Certificate

14.1 The bidders shall submit a Test Certificate having all parameters as indicated in table above, conforming the material supplied is as per IS 3401:1992 (including all amendments), along with the each delivered lot.

14.2 The JVVNL however at its discretion, may test and inspect the material prior to the dispatch of material or after 15 days of receiving the material at stores to conform the test parameters. The bidder shall arrange the necessary facilities for such testing and inspection.

14.3 In case, if it is found that there is variation (that non-conforms to the values as provided in the IS 3401:1992) between the Test Certificate submitted by the supplier and the Test result obtained during Testing and Inspection then the JVVNL may at its sole discretion reject the part or whole delivered lot.

15. General

15.1. The cost of specification will not be refunded under any circumstances.

15.2. The bidder shall treat the details of the specification and other Bid documents as private and confidential and shall not reproduce without the written authorization of J.V.V.N.L.

15.3. J.V.V.N.L. shall not bind itself to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.

15.4. The fact of submission of bid to J.V.V.N.L. shall be deemed to constitute an agreement between the bidder and J.V.V.N.L. whereby such bid shall remain open for acceptance by the J.V.V.N.L. and Bidder shall not have option to withdraw its offer, impair or derogate the same. If the Bidder is notified during the period of validity of bid that its bid is accepted by the J.V.V.N.L., the bidder shall be bound by the terms of agreement constituted by its bid and such acceptance thereof by the J.V.V.N.L., until formal contract of the same bid has been executed between the bidder and the J.V.V.N.L. in replacement of such agreement.

15.5. The successful bidder will have to execute the contract agreement towards proper fulfillment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to J.V.V.N.L. maybe taken, if satisfactory clarification is not furnished within the prescribed period.

15.6. J.V.V.N.L. will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.

15.7. Telex, Telegraphic, Fax bids or bid submitted in hard copy shall not be accepted.

15.8. J.V.V.N.L. reserves the right to:

- a. Amend the scope of the proposed contract.
- b. Reject or accept any bid.
- c. Cancel the bid process and reject all applications.
- d. Change the area.
- e. Change the period of contract

J.V.V.N.L. shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.

Section-II Eligibility Criteria

1. The following eligibility criteria are mandatory and non-fulfillment of which will lead to disqualification of the bid (Satisfactory evidence to be provided by the bidder)

S.No.	Particulars	Qualifying criteria	Supporting Documents required
1.	Company's/ Firm's	Company/ Firm should be registered under the Companies Act 1956/2013 or a Partnership firm including Limited Liability Partnership (L.L.P.) registered under Partnership Act 1932/2008 or a Proprietor firms having valid licence issued under Shops and Establishments Act	(i) Company's/ Firm's Incorporation/ Registration Certificate (ii) In case of Proprietor firm, copy of valid licence issued under Shops and Establishment Act
2.	Company's/ Firm's Project Experience	The Bidder shall have experience of supplying atleast 5000 kG of Silica Gel conforming to IS 3401:1992 during anyone Financial year in last three financial years (2012-13 to 2016-17).	Detailed Work Award And (i) Completion Certificate issued by the purchasing authority Or (ii) Copy of TDS certificate against the invoices as a token of payment (at least 90%) received
3.	Financial strength of the Company/ firm	Average annual turnover of atleast Rs. 15,00,000/- (Fifteen lakhs) only in past 3 (Three) financial years i.e., between a period of FY 14-15 to FY 16-17 <i>Note: Turn over means the gross receipt through regular operation only, the receipts through other incomes and excise duty/service tax paid to government will not be considered while arriving the total turnover.</i>	(i) Audited Accounts of Financial year 2014-15, 2015-16 & 2016-17. (ii) Certificate issued by CA stating average annual turnover
4.	Profitability of firm	The Net worth of the company should be positive as on 31.03.2017.	(i) Audited Accounts of Financial year 2016-17. (ii) Certificate issued by CA stating net worth.
5.	Blacklisting/ Termination	The bidder should have not been black listed from any of the power utilities and government departments as on bid submission date.	Undertaking by the bidder on company/firm letter head duly signed by authorized signatory.

SECTION-III

Scope of Work

1.1. Scope of work

1.1.1 The selected supplier shall supply 5000 kG of Silica Gel conforming to IS 3041:1992 (including all amendments) in the Stores at

- ACOS (JPDC), Jaipur
- ACOS (KOTA), Kota and
- ACOS (Bharatpur), Bharatpur

1.2 Marking and Packing

1.2.1 The Marking and packing shall be done as per IS 3401:1992 including all its amendments

1.2.2 The supplier shall pack the Silica gel blue in a packet size of 1 kG each.

1.2.3 The supplier shall make carton or sack of 25 kG each by putting 25 such individual packets of 1 kG.

1.2.4 The JVVNL shall pay no extra charges toward freights and insurance.

1.3 Delivery Schedule

1.3.1 The supplier shall deliver material at Stores located at different cities, therefore the supplier shall include freight and insurance charges while quoting the unit price of the material.

1.3.2 The Silica Gel shall be delivered as per below mentioned delivery schedule:

S. No.	Particular	ACOS(JPDC), Jaipur	ACOS(KOTA ,)Kota	ACOS(Bharatpur), Bharatpur
1	Within 30 days of award of contract	50% of the total quantity (i.e., 1000 kG)	50% of the total quantity (i.e., 1000 kG)	50% of the total quantity (i.e., 500 kG)
2	Between 90 – 120 days from award of contract	50% of the total quantity (i.e., 1000 kG)	50% of the total quantity (i.e., 1000 kG)	50% of the total quantity (i.e., 500 kG)

1.3.3 The supplier shall intimate in advance, not less than seven days, regarding dispatch of the material.

1.4 Responsibilities of JVVNL –

- (i) The team of concerned XEN(M&P) and ACOS (Store) shall jointly take the delivery of the lot at assigned store as may be indicated in the LoA or Contract Agreement.
- (ii) Concerned XEN(M&P) and ACOS (Store) shall jointly provide receiving to the representative of the supplier, on the letter head of JVVNL, stating the quantity of the material received, test certificate number, validity of the test certificate (if any). Such letter of receiving shall be issued not later than 2 working days of receiving the material at store.

- (iii) Concerned XEN (M&P) and ACOS (Store) shall jointly provide letter of acceptance of received lot. The lot can be received either based on the test certificate provided by the supplier or based on the test report prepared during independent testing and inspection carried out by the JVVNL pursuant to the clause 14.2 of Section – I of this RFP. Whatever be the case, the JVVNL shall issue letter of acceptance/ not-acceptance within 20 days of receiving the material at stores.

- (iv) Concerned XEN(M&P) will verify the invoice raised by the supplier within 7 days of receiving complete invoice and shall forward the same to SE (M&P) Jaipur, the purchasing authority, for counter signature.

- (v) SE (M&P) Jaipur, the purchasing authority, shall forward the invoice to Sr. AO (JPDC),JVVNL for payment.

SECTION IV BID EVALUATION METHODOLOGY

1.1 Only those bidders which satisfy all the conditions for qualification of bidders as per Eligibility Criteria shall be considered for financial evaluation.

1.2 The selection shall be on ***L 1 basis***.

1.3 The Selection Committee will thoroughly evaluate the firm details and project experience, financial strength other qualification requirements of the company/firm. The bidder may require producing original documents for verification to validate the claims made by it in the bid document to establish the quality and competency of the firm

1.4 After evaluating the Technical Bids, JVVNL shall notify the technically qualified bidders, the date, time and place for opening of the Financial Bids.

1.5 Financial Evaluation:

- The technical qualified bidder with lowest financial quotes shall be ranked as L – 1 bidder
- The technical qualified bidder with second lowest financial quotes shall be ranked as L – 2 bidder and so on for other qualified bidders
- The tendering authority/ selection committee, in observance of best practices, shall: -
 - Maintain the bid evaluation process strictly confidential as per the details below.
 - Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
 - Strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
- The tendering authority shall prepare a comparative statement in tabular form and its report on the evaluation of financial bids with its recommendations shall be forwarded to the competent Committee for sanction of the best offer.
- It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods or service required to be procured.
- Bidders meeting the qualification requirement and stood to be L-1 may be awarded with the work. However, the bidders may note that J.V.V.N.L. is not bound to accept the lowest financial offer.
- If the bidder quotes zero or null value against any of the item(s) in column “A” of the financial offer i.e. “BOQ”, the same offer shall be rejected. In this case, bid of even technically qualified bidder shall not be considered valid.

SECTION V

General conditions of Contract (GCC)

1. Contract Documents	1.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
2. Corrupt Practices	<p>1.2 The J.V.V.N.L. requires bidders, suppliers, and Contractors to observe the</p> <p>(a) The following definitions apply: "corrupt practice" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract; "fraudulent practice" means a misrepresentation or omission off acts in order to influence a procurement process or the execution of a contract; "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the J.V.V.N.L., designed to influence the action of any party ina procurement process or the execution of a contract; "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(b) The J.V.V.N.L. will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.</p>
3. Interpretation	<p>1.3 In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract. The headings shall not limit, alter or affect the meaning of this Contract;</p> <p>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word imparting a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(i) in the event of an inconsistency between the terms of this Contract and</p>

	<p>the Bid document and the proposal, the terms of this contract hereof shall prevail.</p> <p>1.4 Entire Agreement The Contract constitutes the entire agreement between the J.V.V.N.L. and the successful bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>1.5 Amendment No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>1.6 Non-waiver (a) Subject to GCC Clauses 31 and 33 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>1.7 Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract</p>
4. Language	1.8 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Successful bidder and the J.V.V.N.L., shall be written in English. Supporting documents and printed literature that are part of the Contract may however be provided in English/ Hindi language.
5. Joint venture, Consortium or Association	1.9 The bidder shall be a legal identity. Consortium or association is not allowed. Forming of any Joint venture by the successful bidder after allotment of work is also not allowed
6. Eligibility to bid	1.10 Firms fulfilling the eligibility criteria as may be fixed by the JVVNL are eligible to bid.
7. Location	1.11 The Services shall be performed at area / location to be defined, by, J.V.V.N.L., or at such location required by J.V.V.N.L. within the state of Rajasthan.
8. Effectiveness of Contract	1.12 This Contract shall come into force and effect on the date(the "Effective Date")of J.V.V.N.L.' s notification of award of contract to the Successful bidder confirming that this Contract has been approved by J.V.V.N.L.
9. Authorized representative	1.13 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or

	<p>executed:</p> <p>(a) on behalf of J.V.V.N.L. by its designated representative;</p> <p>(b) on behalf of the Successful bidder by or his designated representative.</p>
10. Relation between the parties	<p>1.14 Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the J.V.V.N.L. and the Successful bidder.</p> <p>1.15 The Successful bidder, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf here under.</p>
11. Notices	<p>1.16 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.</p> <p>1.17 Any such notice, request or consent shall be deemed to have been given or made when delivered in person to unauthorized representative of the Party to whom the communication is addressed, or when sent by registered post or E-mail address as specified in SSC to such Party.</p>
12. Governing Law	<p>1.21 The Contract shall be governed by and interpreted in accordance with the laws of the India. The Courts in Jaipur shall have exclusive jurisdiction with respect of the tendering process, award of Contract and execution of the Contract.</p>
13. Settlement of disputes	<p>1.22 The J.V.V.N.L. and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation any dis-agreement or dispute arising between them under or in connection with the Contract.</p> <p>If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such dispute and difference, either party may require that the dispute referred to the corporate level settlement committee constituted by J.V.V.N.L. and the mutual settlement so arrived at shall be final and binding on both the parties.</p> <p>The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed.</p>
14. Scope of Work	<p>1.23 The services to be rendered by Successful bidder shall be as per scope of work (Given in the Section IV-Scope of Work).</p> <p>1.24 At the time of awarding the contract, the J.V.V.N.L. shall specify any change in the Scope of Work. Such changes may be due to increase or decrease in the scope of work at the time of award.</p> <p>1.25 Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of Related Services as if such items were expressly mentioned in the Contract.</p>
15. Commencement of services	<p>1.26 The Successful bidder shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award(the "Starting Date"), or on such date as the Parties may agree in writing.</p>

16. Delivery	<p>1.27 The Delivery of services and Completion of the Related Services shall be in accordance with the Section IV, Scope of Work and acceptance of the services rendered by the J.V.V.N.L.</p> <p>1.28 The Successful bidder, in relation to its deliverables, shall provide any supporting data or information required by the J.V.V.N.L.</p>
17. Successful bidder's Responsibilities	<p>1.29 The Successful bidder shall provide the services mentioned in the Scope of Work and the Delivery and Completion Schedule, as per Section IV- General Scope of Work and relevant SCC clauses.</p>
18. J.V.V.N.L.'s Responsibilities	<p>1.30 For successful completion of the assignment, as and when required by the Successful bidder, the J.V.V.N.L. shall provide data and support based on availability of the same and without prejudice .In the event that the appropriate utility is unable to provide the required data or support for a requirement, which the Successful bidder cannot be reasonably, expected to procure on its own or from alternate sources.</p> <p>1.31 The Successful bidder shall bear all costs involved in the performance of its responsibilities, in accordance with GCC Clause 17.</p> <p>1.32 The Superintending Engineer (M&P) or equivalent and above authority of J.V.V.N.L. shall act as the nodal point for implementation of the contract and foissuing necessary instructions, approvals, commissioning ,acceptance certificates, payments etc. to the Successful bidder.</p> <p>1.33J.V.V.N.L. may provide on Successful bidder's request, particulars/ information / or documentation that may be required by the Successful bidder for proper planning and execution of Scope of Work under this contract.</p> <p>1.34J.V.V.N.L. shall provide to the Successful bidder sitting space and infrastructure and utilities if specified in this bid document, in the J.V.V.N.L.'s offices at such location as may be mutually decided by the Parties.</p>
19. Contract Price	<p>1.35 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.</p>
20. Terms of Payment	<p>1.36 The payment shall be made in INR</p> <p>1.37 The invoice verification and payment will be done in following manner:</p> <ol style="list-style-type: none"> a) The supplier shall submit the invoice in triplicate in the name of concerned XEN (M&P) along with test certificate of the lot for which invoice is raised, copy of letter of receiving and acceptance of material issued jointly by XEN (M&P) and ACOS (Stores) b) Concerned XEN (M&P) will verify the invoice raised by the supplier within 7 days of receiving complete invoice and shall forward the same to SE (M&P) Jaipur, the purchasing authority, for counter signature. c) SE (M&P) Jaipur, the purchasing authority, shall forward the invoice to Sr. AO (JPDC) for payment. d) 100 % of invoice will be paid within 30 days of submission of

	<p>completed invoice in the office of XEN (M&P) subject to the verification of the bills and adjustment on account of penalties/LD.</p> <p>1.38 The payment will be subject to deduction on account of penalties & Liquidated damages specified at S.NO.26 of section-V (GCC).</p>
21. Performance Security	<p>1.39 The Successful bidder shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC 1.6.</p> <p>1.40 The J.V.V.N.L. shall at its sole discretion invoke the Performance Security and appropriate the amount secured thereunder, in the event that the Successful bidder commits any delay or default in Services rendered or commits any breach of the terms and conditions of the Contract.</p> <p>1.41 The Performance Security shall be discharged by the J.V.V.N.L. and returned to the Successful bidder not later than 6 months following the date of completion of the Successful bidder's performance obligations under the Contract.</p>
22. Intellectual Property	<p>1.42 J.V.V.N.L. shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Successful bidder solely during the performance of Related Services and for the purposes of inter-alia use or sublicense of such Services under this Contract.</p> <p>1.43 The Successful bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to the J.V.V.N.L. and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the J.V.V.N.L. To the extent that Intellectual Property Rights are unable by law to so vest, the Successful bidder assigns those Intellectual Property Rights to J.V.V.N.L. on creation.</p> <p>1.44 The Successful bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied /installed by the Successful bidder (if any), as part of the service obligations under the present contract, shall be acquired in the name of the J.V.V.N.L., and the same may be assigned by the J.V.V.N.L. to the Successful bidder solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the J.V.V.N.L.</p>

	<p>1.45 The Successful bidder shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Successful bidder shall keep the J.V.V.N.L. indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Successful bidder or its personnel during the course of performance of the Related Services. In case of any infringement by the Successful bidder, the Successful bidder shall have sole control of the defense and all related settlement negotiations.</p> <p>1.46 Subject to sub-clauses 1.47 to 1.51, the Successful bidder shall retain exclusive ownership of all methods, concepts, algorithms ,trade secrets, software documentation, other intellectual property or other information belonging to the Successful bidder that existed before the effective date of the contract.</p>
23. Confidential Information	<p>1.47 The Successful bidder and the personnel of any of them shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the owner.</p> <p>1.48 The J.V.V.N.L. shall not use such documents, data, and other information received from the Successful bidder for any purposes unrelated to the Contract. Similarly, the Successful bidder shall not use such documents, data, and other information received from the J.V.V.N.L. for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p> <p>1.49 The Successful bidder shall not use such documents, data, and other information received from the J.V.V.N.L. for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p> <p>1.50 The above provisions of GCC Clause 23 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>1.51 The provisions of GCC Clause 23 shall survive completion or termination, for whatever reason, of the Contract.</p>
24.Subcontracting	1.52 The Successful bidder shall not be permitted to sub-contract any part of its obligations under the Contract with J.V.V.N.L.
25. Service Quality	1.53 The J.V.V.N.L. may reject any Service rendered or any part there of that fail to conform to the specifications. The Successful bidder shall take measures necessary to meet the specifications at no cost to the J.V.V.N.L.
26. Liquidated Damages and Penalty	<p>1.54The penalties will be calculated as following and GST shall be charged extra on penalty amount as applicable.</p> <p>Delay in supply:</p>

	<p>0-2 week from scheduled delivery: @0.5% per week of the contract price 2-4 week from scheduled delivery: @ 1.5% per week of the contract price More than 4 week: @2% per week of the contract price</p> <p>1.55 The maximum penalty shall be limited to 10% of the invoice raised.</p>
27. Liability / Indemnity	<p>1.56 The Successful bidder hereby agrees to indemnify the J.V.V.N.L, for all conditions and situations mentioned in this clause, in a form and manner acceptable to the J.V.V.N.L. The Successful bidder agrees to indemnify the J.V.V.N.L. and its officers, servants, agents (" J.V.V.N.L. Indemnified Persons") from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> <p>(a) any negligence or wrongful act or omission by the Successful bidder or its agents or employees or any third party associated with Successful bidder in connection with or incidental to this Contract; or</p> <p>(B) any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Services or any part thereof.</p> <p>1.57 The Successful bidder shall also indemnify the J.V.V.N.L. against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits</p> <p>1.58 Without limiting the generality of the provisions of this article 1.58, the Successful bidder shall fully indemnify, hold harmless and defend the J.V.V.N.L. Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the J.V.V.N.L. Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Services, information, design or process supplied or used by the Successful bidder in performing the Successful bidder 's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted ,the Successful bidder shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Successful bidder shall promptly make every reasonable effort to secure for the J.V.V.N.L. a license, at no cost to the J.V.V.N.L., authorizing continued use of the infringing work. If the Successful bidder is unable to secure such license within a reasonable time, the Successful</p>

	bidder shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing. The provisions of this Clause 27 shall survive even after termination of contract.
28. Limitation of Liability	<p>1.59 Except in cases of gross negligence or willful misconduct (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production ,or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Successful bidder to pay liquidated damages to the J.V.V.N.L.; and (b) the aggregate liability of the Successful bidder to the J.V.V.N.L., whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Successful bidder to indemnify the J.V.V.N.L. with respect to patent infringement.</p>
29. Force Majeure	<p>1.60 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible in the circumstances ,and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.</p> <p>1.61 Force Majeure shall not include:</p> <p>(a) Any event which is caused by the negligence or intentional action of a Party or such Party's employees, nor</p> <p>(b) Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.</p> <p>1.62 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p> <p>1.63 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.</p> <p>1.64 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.</p>

	<p>1.65 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>1.66 The decision of the J.V.V.N.L. with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Successful bidder.</p> <p>1.67 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>1.68 Not later than thirty (30) days after the Successful bidder, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.</p>
30. Change Orders and Contract Amendments	<p>1.69 The J.V.V.N.L. may at any time order the Successful bidder through Notice in accordance GCC Clause 11, to make changes within the terms and conditions of this Contract, including any modification of the scope of the Services.</p> <p>1.70 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Successful bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Successful bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Successful bidder's receipt of the J.V.V.N.L.'s Change Order.</p> <p>1.71 No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.</p>
31. Extension of Time	<p>1.72 If at any time during performance of the Contract, the Successful bidder should encounter conditions impeding timely completion of Services pursuant to GENERAL SCOPE OF WORK Section-III, the Successful bidder shall promptly notify the J.V.V.N.L. in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful bidder's notice, the J.V.V.N.L. shall evaluate the situation and may at its discretion extend the Successful bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>1.73 Except in case of Force Majeure, as provided under GCC Clause 29 or where the delay in delivery of the Goods or completion of Services is caused due to any delay or default of the J.V.V.N.L., any extension granted under clause 31 shall not absolve the Successful bidder from its liability to the pay of liquidated damages pursuant to GCC Clause 26.</p>
32. Suspension	<p>1.74(a) J.V.V.N.L. may by written notice of suspension to the Successful bidder, suspend all payments to the Successful bidder hereunder if the Successful bidder fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule,</p>

	<p>provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Successful bidder to remedy such failure within a period not exceeding Seven (7) days after receipt by the Successful bidder of such notice of suspension and shall invoke contract performance guarantee.</p> <p>1.74 (b) The JVVNL shall not be liable to pay the contractor any compensation whatsoever arising from suspension or for idle labour.</p>
33. Termination	<p>1.75 Termination for Default</p> <p>(a) The J.V.V.N.L. may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Successful bidder terminate the Contract in whole or in part:</p> <p>(i) if the Successful bidder fails to provide acceptable quality of Services within the period specified in the Contract, or within any extension thereof granted by the J.V.V.N.L. pursuant to GCC Clause 31; or</p> <p>(ii) if the Successful bidder , in the judgment of the J.V.V.N.L. has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2, in competing for or in executing the Contract; or</p> <p>(iii) Any representation made by the bidder in the proposal is found to be false or misleading if the Successful bidder commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the J.V.V.N.L. in its absolute discretion decide) provided in a notice in this behalf from the J.V.V.N.L.. If the Successful bidder fail to comply with any final decision reached as a result of arbitration proceedings. If, as the result of Force Majeure, the Successful bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(b) In the event J.V.V.N.L. terminates the Contract in whole or in part, pursuant to GCC Clause 33, the Utility may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or not performed, and the Successful bidder shall be liable to the J.V.V.N.L. for any additional costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.</p> <p>1.76 Termination for Insolvency</p> <p>The J.V.V.N.L. may at any time terminate the Contract by giving Notice to the Successful bidder if the Successful bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Successful bidder , provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the J.V.V.N.L.</p> <p>1.77 Termination for Convenience</p> <p>The J.V.V.N.L., by Notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the J.V.V.N.L.'s convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such</p>

	<p>termination becomes effective.</p> <p>1.78 Consequences of Termination</p> <p>In the event of failure of the agency to fulfill its obligations, duties and responsibilities as per the agreement terms, J.V.V.N.L. shall inter alia have the right, at any time to resort to termination arrangement. Under this plan, J.V.V.N.L. shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the performance security deposit the losses suffered due to such failure. If the performance security deposit is insufficient, the Agency shall pay the difference to J.V.V.N.L. failing which J.V.V.N.L. shall have the right to recover the sum through legal or other means.</p> <p>The J.V.V.N.L. shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other agency as it may deem fit and no claim of Agency for compensation in this respect shall be entertained. This provision shall be made in the agreement.</p>
34. Cessation of Rights and Obligations	1.79 Upon termination of this Contract pursuant to Clause 33 hereof, or upon expiration of this Contract pursuant to Clause 44 hereof, all rights and obligations of the Parties hereunder shall cease, except Such rights and obligations as may have accrued on the date of termination or expiration, The obligation of confidentiality set forth in Clause 23 hereof, Any right which a Party may have under the Applicable Law.
35. Cessation of Services	1.80 Upon termination of this Contract by notice to pursuant to Clause 33 hereof, the Successful bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps, to bring the Services to a close in a prompt and orderly manner.
37. Payment upon Termination	1,81 Upon termination of this Contract pursuant to Clause 33 hereof, the Utility shall make the following payments to the Successful bidder : (a) Remuneration pursuant to Clause 1.77 of GCC for Services satisfactorily performed prior to the effective date of termination; (b) Reimbursable expenditures pursuant to Clause 1.77 of GCC for expenditures actually incurred prior to the effective date of termination.
36. Disclaimer	1.82 J.V.V.N.L. reserves the right to share, with any Successful bidder of its choosing, any resultant Proposals in order to secure expert opinion. 1.83 J.V.V.N.L. reserves the right to accept or reject any proposal deemed to be in the best interest of J.V.V.N.L.
37. Public Disclosure	1.84 All materials provided to the J.V.V.N.L. by bidder are subject to India and Rajasthan public disclosure laws such as RTI etc. 1.85 The Successful bidder / Successful bidder's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the J.V.V.N.L. first gives the Successful bidder its written consent.
38. Adherence of safety procedures,	1.86 Successful bidder shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory

rules, regulations and restriction	<p>agencies and by J.V.V.N.L. shall be applicable in the performance of this Contract and Successful bidder's Team shall abide by these laws. The successful bidder ensure to pay minimum wages as may be prescribed by prevalent Rules/Regulations/Act of State (Rajasthan)/Country(India).</p> <p>1.87 The Successful bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Successful bidder's Team shall adhere to all security requirement/regulations of the J.V.V.N.L. during the execution of the work. J.V.V.N.L.'s employee also shall comply with safety procedures/policy.</p> <p>1.88 The Successful bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p> <p>1.89 The J.V.V.N.L. will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 27.</p>
39. Removal and / or Replacement of Personal	<p>1.90 Except as the appropriate J.V.V.N.L. may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Successful bidders, it becomes necessary to replace any of the Personnel, the Successful bidder shall forthwith provide as a replacement a person of equivalent or better qualifications.</p> <p>(i) If J.V.V.N.L.:</p> <p>(a) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or</p> <p>(b) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Successful bidder shall, at the J.V.V.N.L.'s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the J.V.V.N.L.</p> <p>(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure the Successful bidder may wish to claim as a result of such replacement, shall be subject to the prior written approval by J.V.V.N.L. Except as J.V.V.N.L. may otherwise agree,</p> <p>1.91 The Successful bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.</p>
40. Fairness and Good Faith	<p>1.92 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p> <p>1.93 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operatingun fairly, the Parties will use their best efforts to agree on such</p>

	action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to Settlement in accordance with Clause 13 hereof.
41. Insurance	1.94 – Not applicable
42. Conflict of Interest	1.95 J.V.V.N.L. considers a conflict of interest 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, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.
43. Standard of Performance	1.96 The Successful bidder shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Successful bidder shall always act, in respect of any matter relating to this Contractor to the Services, as faithful advisers to the Owner.
44. Expiration of Contract	1.97 Unless terminated earlier pursuant to Clause 33 here of, this Contract shall terminate when, pursuant to the provisions here of, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.
45. Handing over of facilities upon expiration of contract or upon termination	<p>1.98 The contract agreement shall require the agency to cooperate in handing back the facilities, records, database backup and documents, manuals etc. in good working order to JVVNL after termination of agreement.</p> <p>1.99 In order to smoothen the handing over process and not hampering the work, JVVNL shall arrange to award the contract to other firm or may execute the work departmentally at-least 3 months before expiry of this contract, the agency/Discoms staff may require to work along with the new agency for remaining period of contract to understand the process by new agency.</p>

SECTION VI

Special Conditions of Contract (SCC)

	The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
SCC1.1	The Purchaser's country is: India
SCC1.2	The Purchaser is Jaipur Vidyut Vitran Nigam Ltd.
SCC1.3	The web-site of J.V.V.N.L. is: www.jaipurdiscom.com Relevant information may be posted on the web-site. All details uploaded on the website from time to time shall be deemed to have been provided to all the bidders.
SCC1.4	For notices, the Purchaser's contact details shall be: Superintending Engineer (M&P) JaipurVidyutVitran Nigam Ltd., Chambal Power House, HawaSadak, Jaipur- 302019. e-mail:semeters@yahoo.in
SCC1.5	The governing law shall be: Laws applicable in exclusive jurisdiction of competent Court in Jaipur, Rajasthan.
SCC1.6	The Successful Bidder shall provide Performance Security of Five percent (5%) of the total Contract Price. The amount of Performance Security shall be specified at the time of awarding the contract to the successful bidder. The Performance Securities will be deposited in form of Bank Draft or Banker's Cheque of a scheduled bank, Bank guarantee of a scheduled bank. It shall be got verified from the issuing bank. The Bank Guarantee for performance security shall be executed on Rajasthan Non-Judicial Stamp Paper worth 0.25% of BG value (maximum stamp duty of Rs 25,000/-).in the prescribed format addressed to the Superintending Engineer (M&P), J.V.V.N.L., Jaipur for satisfactory completion of work within 15 days of receipt of the letter of award/Detailed work order. The deposit or the Bank Guarantee as the case may be is to remain valid for a period of 6 months from the date of completion of the work.
SCC1.7	The bidders may please note that the prices are Firm. The prices quoted should be exclusive of GST. The payment terms shall be as per SCC 1.8
SCC1.8	I The payment shall be made in INR II The invoice verification and payment will be done in following manner: a) The supplier shall submit the invoice in triplicate in the name of concerned XEN (M&P) along with test certificate of the lot for which invoice is raised, copy of letter of receiving and acceptance of material issued jointly by XEN (M&P) and ACOS (Stores) b) Concerned XEN(M&P) will verify the invoice raised by the supplier

	<p>within 7 days of receiving complete invoice and shall forward the same to SE (M&P) Jaipur, the purchasing authority, for counter signature.</p> <p>c) SE (M&P) Jaipur, the purchasing authority, shall forward the invoice to Sr. AO (JPDC) for payment.</p> <p>d) 100% of invoice will be paid within 30 days of submission of completed invoice in the office of XEN (M&P) subject to the verification of the bills and adjustment on account of penalties/LD.</p> <p>III The payment will be subject to deduction on account of penalties & Liquidated damages specified at S.NO.26 of section-V (GCC).</p>				
SCC 1.9	Manpower Deployment: Not Applicable				
SCC 1.10	Timelines as per scope of work:				
	S. No.	Particular	ACOS(JPDC), Jaipur	ACOS(KOTA), Kota	ACOS(Bharatpur), Bharatpur
	1	Within 30 days of award of contract	50% of the total quantity (i.e., 1000 kG)	50% of the total quantity (i.e., 1000 kG)	50% of the total quantity (i.e., 500 kG)
	2	Between 90 – 120 days from award of contract	50% of the total quantity (i.e., 1000 kG)	50% of the total quantity (i.e., 1000 kG)	50% of the total quantity (i.e., 500 kG)
SCC 1.11	<p>Meeting: J.V.V.N.L. may review with the successful bidder along with the project implementation team, any or all of the documents and advice forming part of the work, in meetings and conferences which will be held at the J.V.V.N.L's Head Office.</p>				

SE(M&P)

CAO(IA)

CE(HQ)

ZCE(J/Z)

SECTION VII TECHNICAL BID

1. BIDDER TECHNICAL OFFER COVER LETTER
2. FORM NO F-1: BIDDER'S AUTHORIZATION CERTIFICATE
3. FORM NO F-2: COMPANY/ FIRM INFORMATION
3. FORM NO F-3: ELIGIBLE PROJECT EXPERIENCE
4. FORM NO F-4: POWER OF ATTORNEY
5. FORM NO F-5: CONFIRMATION FOR "NO DEVIATION" IN COMMERCIAL TERMS & CONDITIONS
6. FORM NO F-6: CONFIRMATION FOR "NO DEVIATION" IN TECHNICAL TERMS & CONDITIONS

SECTION-VII:
BIDDER TECHNICAL OFFER

JAIPUR VIDYUT VITRAN NIGAM LIMITED
Superintending Engineer (M&P)
TENDER SPECIFICATION NO.TN-

To be submitted complete with all enclosures

Date

To

The Superintending Engineer [M&P]
Jaipur VidyutVitrان Nigam Ltd.,
Chambal Power House Premises
HawaSadak, JAIPUR-302 019

Subject: Proposal For supply of 5000 kG of Silica Gel conforming to IS 3401:1992 at stores at ACOS(JPDC),Jaipur , ACOS(Kota),Kota and ACOS(Bharatpur), Bharatpur.

Dear Sir,

We have procured tender specification TN-_____(Specify tender number) for **supply of 5000 kG of Silica Gel conforming to IS 3401:1992 at stores at ACOS(JPDC), Jaipur, ACOS (Kota), Kota and ACOS(Bharatpur), Bharatpur.**

We agree to provide the material as per the scope of work given under this tender specification.

We also agree that:-

1. The prices as mentioned in “Financial offer” are firm in all respect.
2. The prices quoted are valid for a period of 60 days from the date of opening of technical bid.
3. We also understand that the quantities mentioned in the price schedule shall be meant for bid evaluation and payment shall be made to us on the basis of actual number of items supplied / services delivered.
4. We have understood the terms of payment and undertake to abide by the same.
5. We understand that conditional offers are likely to be rejected.
6. The execution of work shall strictly be in accordance with the work completion schedule as given by J.V.V.N.L. In case we fail to complete the work as indicated therein we shall pay penalty as per relevant GCC clause of the specification.
7. The services provided/material supplied by us shall conform to the specifications.
8. We confirm that we agree to adhere to all the commercial terms and conditions as well as the technical stipulation of your specification and there is no deviation. Such acceptance has also been confirmed in prescribed schedules.
9. Until a formal contract is prepared and executed, this is in acceptance and support of award which shall constitute a binding contract between us. We also understand that the J.V.V.N.L. reserves its right to reject any or all of the bids without assigning any reason.

We agree to abide by all the conditions governing the proposals and decisions of the J.V.V.N.L.

Enclosed:

1. Form No F-1: Bidder's Authorization Certificate
2. Form No F-2: Company/ Firm Information
3. Form No F-3: Eligible Project Experience
4. Form No F-4: Power of Attorney
5. Form No F-5: Confirmation for "No Deviation" in Commercial terms & conditions
6. Form No F-6: Confirmation for "No Deviation" in Technical terms & conditions

Thanking you.

Yours faithfully,
(Signature)

Name & Designation _____

Place

Date

Seal of the Company/ Firm

SECTION-VII
BIDDER RESPONSE FORMS
TECHNICAL BID

Form No F-1:

Bidder's Authorization Certificate

(on the company letterhead)

(To be signed by any of Board of Directors or Company Secretary)

_____ {name} is hereby authorized to sign relevant documents on behalf of the firm/company _____ {name of firm/company} in dealing with Bid of reference _____ {tender reference number} He is also authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name and Signature of person issuing authorization certificate

In the capacity of _____

Duly authorized to sign Proposal for and on behalf of _____

Seal of the Organization: -

Name and Verified Signature of the person in favor of whom authorization is issued

Name:

Designation:

Telephone:

E-mail:

Date:

Place:

SECTION-VII
BIDDER RESPONSE FORMS
TECHNICAL BID

Form No F-2:

Company/ Firm Information

Kindly provide the following details for the Firm

1. Name of the Firm:
2. Date of incorporation/Registration with appropriate authority. (Please provide documentary evidence)_____
3. Individual and Cumulative Turnover in the Last three audited financial years (in Rupees):-

S.No.	Financial Year	Turnover (in Rs.)
1.	2014-15	
2.	2015-16	
3.	2016-17	
Total		

(Please provide a copy certified by Chartered Accountant or a published report for Annual Account having Balance Sheet and Profit and Loss Statements as Proof)

Date:-

Place:-

(Signature).....

(Name).....

(Designation).....

(Organization Seal).....

SECTION-VII
BIDDER RESPONSE FORMS
TECHNICAL BID
Form No F-3:
Eligible Project Experience

(To be duly attested by the authorized official)

Kindly provide eligible Project Experience of the Firm's relevant past experience as below:

S. No.	Name of the client	Year of award	Year of completion	Quantity Supplied	Value of the work (In Rs.)	Documentary evidence
						Detailed Work Award And (i) Completion Certificate issued by the purchasing authority Or (ii) Copy of TDS certificate against the invoices as a token of payment (at least 90%) received

Note: Please use separate sheets for each project. The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Date:-

Place:-

(Signature).....

(Name).....

(Designation).....

(Organization Seal).....

SECTION-VII

BIDDER RESPONSE FORMS

TECHNICAL BID

Form No F-4: Self declaration – no black listing

(on the company letterhead)

To

The Superintending Engineer [M&P]
Jaipur Vidyut Vitran Nigam Ltd.,
Chambal Power House Premises
Hawa Sadak, JAIPUR-302 019

In response to the Tender Ref. No. _____ dated _____, as a _____ {Designation} of _____ {Name of company/Firm}, I hereby declare that presently our firm/company _____ {Name of company/Firm} is having unblemished record and is not declared ineligible for corrupt & fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

We further declare that presently our firm/company _____ {Name of company/Firm} is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

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

Thanking you,

Name

Signature

In the capacity of _____ {Designation}

Duly authorized to sign Proposal for and on behalf of _____ {name of company/firm}.

Organization Seal: -

Date:

Place:

**SECTION-VII
BIDDER RESPONSE FORMS**

TECHNICAL BID

Form No F-5: Confirmation for “No Deviation” in Commercial terms & conditions

Bidder's Name & Address:

To

The Superintending Engineer [M&P]

Jaipur Vidyut Vitran Nigam Ltd.,

Chambal Power House Premises

Hawa Sadak, JAIPUR-302 019

Dear Sir,

Sub: Confirmation for “No Deviation” in Commercial terms & conditions under NIT No.

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

Date:-

Place:-

(Signature).....

(Name).....

(Designation).....

(Organization Seal).....

SECTION-VII

BIDDER RESPONSE FORMS

TECHNICAL BID

Form No F-6: Confirmation for “No Deviation” in Technical terms & conditions.

Bidder's Name & Address:

To

The Superintending Engineer [M&P]

Jaipur VidyutVitran Nigam Ltd.,

Chambal Power House Premises

HawaSadak, JAIPUR-302 019

Dear Sir,

Sub: Confirmation for “No Deviation” in Technical terms & conditions under NIT No.

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

We also confirm that tendered services shall be conforming to the various requirements and relevant Specification /orders as per design and drawing approved by J.V.V.N.L.

(Signature).....

Date:

Place:

(Name).....

(Designation).....

(Organization Seal).....

SECTION-VIII FINANCIAL OFFER DECLARATION

JAIPUR VIDYUT VITRAN NIGAM LIMITED

To
The Superintending Engineer [M&P]
Jaipur VidyutVitrان Nigam Ltd.,
Chambal Power House Premises
HawaSadak, JAIPUR-302 019

I/We have submitted my/our financial proposal in excel file of BOQ through e-procurement website of GoR.

Condition:

(i). Selection of lowest price offer:

- a) For calculation of lowest price offer, the bidder with least value of “*Total Contract Price*” as mentioned in BOQ shall be declared as Lowest offer.
- b) If the bidder quotes zero or null value against any of the item(s) in column “A” of the financial offer i.e. “BOQ”, the same offer shall be rejected. In this case the Lowest offer evaluated by e-proc system shall deviate and shall not be considered to be valid.

We declare the following:

- a) The rates mentioned in the price bid are valid up-to thirty days from the opening of the price bid.
- b) We understand that evaluation of lowest bids will be based upon the financial offer prices. These prices are exclusive of all GST and other taxes etc. The GST and other Taxes shall be paid by JVVNL. Any statutory variation due to imposition of new tax or any increase/decrease in existing taxes by the government subsequently during the currency of the contract shall be on the part of the J.V.V.N.L. Similarly, any waiver or reduction in the existing taxes shall also be passable to the J.V.V.N.L.
- c) We understand that the order for the entire work including all activities would be awarded to one or more vendors and it is discretion of the J.V.V.N.L. to allow single vendor or more than one service provider to operate. We also understand that in case rate is not quoted for any activity our offer shall be rejected.
- d) We also understand that the rates quoted for the work shall be applicable for entire jurisdiction of J.V.V.N.L. and not limited to any specific area or location.
- e) The rates have been quoted unconditionally, since conditional offers are liable to be rejected.
- f) PAN No. of the Company/ Firm.....
- g) Goods and Service Tax Registration No. of the Company/ Firm.....

Date:

Place:

Signature
(Name & Designation)
With the seal of the Company/ Firm

**Financial Offer Format in Excel
“BOQ”**

Jaipur Vidyut Vitran Nigam Ltd.

“BOQ”

Tender Inviting Authority: The Superintending Engineer (M&P), J.V.V.N.L., Jaipur	
Name of Work: Proposal For supply of 5000 kG of Silica Gel conforming to IS 3401:1992 at stores at ACOS(JPDC), Jaipur, ACOS(Kota) ,Kota and ACOS(Bharatpur) ,Bharatpur.	
Contract No:	
Name of the Bidder/ Bidding Firm / Company :	
Financial Offer	
<p>a) This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values under highlighted columns only.</p> <p>b) For calculation of lowest financial offer, the bidder with least value of “Quoted Rate” which is the sum of the total amount excluding taxes for all the items as mentioned in BOQ shall be declared as L1.</p> <p>c) If the bidder quotes zero or null value in “Total Amount” column against any of the item(s) of the financial offer i.e. “BOQ”, the same offer shall be rejected. In this case the L1 evaluated by e-proc system shall deviate and shall not be considered to be valid.</p> <p>d)The cost to be provided at Column “A” by the bidder shall be equated cost that includes cost of freight, insurance and all other cost related scope of work as may be specified in the bid document.</p> <p>e) Any statutory variation due to imposition of new tax or any increase/decrease in existing taxes by the government subsequently during the currency of the contract shall be on the part of the J.V.V.N.L. Similarly, any waiver or reduction in the existing taxes shall also be passable to the J.V.V.N.L.</p>	

S.No.	Item Description	Per Kg Rate exclusive of all taxes, i.e. GST etc. (In Rupees)
		A
A	Supply of Silica Gel Blue	

Annexure-I BID SECURITY FORM

(To be stamped in accordance with value specified in this bidding document, the Non-Judicial Stamp Paper of Rajasthan should be in the name of the issuing Bank)

Bank Guarantee No.:

Date:

To:

The Superintending Engineer [M&P]
Jaipur VidyutVitrان Nigam Ltd.,
Chambal Power House Premises
HawaSadak, JAIPUR-302 019
e-mail: semeters@yahoo.in

WHEREAS M/s. (insert name of Bidder)..... having its Registered/Head Office at (insert address of the Bidder) (hereinafter called "the Bidder") has submitted its Bid for the performance of the Contract for.....(insert name of the Package).....under.....(insert Specification No)..... (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE (insert name & address of the issuing bank) having its Registered/Head Office at(insert address of registered office of the bank)..... (hereinafter called "the Bank"), are bound unto Jaipur VidyutVitaran Nigam Limited (hereinafter called "the Employer") in the sum of(insert amount of Bid Security in figures & words)..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or
- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid; or
- (4) In the case of a successful Bidder, if the Bidder fails within the specified time limit

- (i) to sign the Contract Agreement, or
- (ii) to furnish the required performance security, or
- (6) In any other case specifically provided for in the bidding document.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (*insert date, which shall be the date 30 days after the period of bid validity*)....., and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures)_____ [*_____ (value in words)_____*].

2. This Bank Guarantee shall be valid upto _____ (validity date)_____.

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____."

Unquote

Annexure-II
PERFORMANCE SECURITY FORM

(To be stamped in accordance with value specified in this bidding document, the Non-Judicial Stamp Paper of Rajasthan should be in the name of the issuing Bank)

Bank Guarantee No.

Date.....

Contract No.....

.....[Name of Contract].....

To:

The Superintending Engineer [M&P]
Jaipur VidyutVitran Nigam Ltd.,
Chambal Power House Premises
HawaSadak, JAIPUR-302 019
e-mail: semeters@yahoo.in

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on(insert date of the Contract)..... between M/s. XXXXX (Name of Employer), having its Registered Office at XXXXX (Registered Address of employer) ("the Employer"/" XXXXX (Name of Employer)") **on behalf of XXXX (Name of owner) (hereinafter referred to as 'XXXX (Short Name of Owner)' / 'Owner')**, and M/s (Name of Contractor), having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project)..... [Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract signed on(*insert date of the Contract*)..... between M/s. XXXXX (*Name of Employer*), having its Registered Office at XXXXX (*Registered Address of employer*) ("the Employer"/" XXXXX (*Name of Employer*)") **on behalf of XXXX (*Name of owner*) (hereinafter referred to as 'XXXX (*Short Name of Owner*)' / 'Owner')**, and M/s (*Name of Contractor*), having its Principal place of business at(*Address of Contractor*) and Registered Office at(*Registered address of Contractor*) ("the Contractor") and the Contract ("the Contract") signed on(*insert date of the Contract*)..... between Jaipur VidyutVitaran Nigam Limited (*Name of Employer*)**on behalf of Owner** and M/s (*Name of Associate*), having its Principal place of business at(*Address of Associate*) and Registered Office at(*Registered address of Associate*), the Associate of the Contractor for executing the Facilities concerning (*Indicate brief scope of work*) for the complete execution of the (*insert name of Package alongwith name of the Project*)..... [*Applicable for Bank Guarantees to be issued by Contractor against those Contracts awarded to their Associate*]

By this letter we, the undersigned,(*insert name & address of the issuing bank*), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(*insert address of registered office of the bank*)..... do hereby irrevocably guarantee payment to the Employer up to i.e., Ten percent (5%) of the Contract Price until ninety (90) days beyond the Contract Period i.e., upto and inclusive of (*dd/mm/yy*).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by the Employer duly authorized officer or the authorized officer of **Owner** declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to the Employer whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Contract Period of the Facilities i.e. upto and inclusive of (*dd/mm/yy*) and shall be extended from time to time as may be desired by the employer.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to the Employer shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*) _____ [*value in words*] _____].

2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."

Unquote