

**Two Part Bid**

**JODHPUR VIDYUT VITRAN NIGAM LIMITED
OFFICE OF THE SUPERINTENDING ENGINEER (MM&C)
NEW POWER HOUSE INDUSTRIAL AREA, JODHPUR.
TELEPHONE: 0291-2742223 / FAX:- 0291-2746539**

SPECIFICATION NO.JDVVNL/SE/MM&C/TN-1689

Tenders are hereby invited in e-tender system for purchase of Earthing Chain are to be submitted online in electronic format on website <http://www.eproc.rajasthan.gov.in>. The details are as under-

S.No	Name of Item	Quantity (Approx)	Estimated unit F.O.R. destination price in Rs. /No.
1.	EARTHING CHAIN	13885 Nos.	Rs. 500.00

A.	NIT No.	TN-1689
B.	Cost of Specification	Rs. 2,950.00 (Two Thousand Nine Hundred & Fifty only) For MSME: Rs. 1,475 (One Thousand Four Hundred & Seventy Five only)
C.	Processing of RISL	Rs. 1,000.00 per set (One Thousand only)
D.	Bid security	In lieu of Bid security, bidders are required to furnish Form of Bid Securing Declaration (Appendix-B) on Rajasthan Non-judicial Stamp Paper of Rs. 50/- (excluding surcharge on Stamp Paper, as per rules)
E.	Validity	120 days from the next date of opening of techno-commercial bid.

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

IMPORTANT DATES

S.N.	Events	Date & Time	Location
1.	Last Date of downloading of tender specifications	Up to 25.03.2021 (04:00 PM)	www.jdvvn.com & http://www.eproc.rajasthan.gov.in
2.	Deposit of cost of:- (i)Tender Specifications (ii) Processing fee (iii)Performa of Bid Securing Declaration	Up to 25.03.2021 (4:00 PM)	Office of Sr. A.O (Cash & CPC), JdVVNL, Jodhpur Office of SE(MM&C), JdVVNL, Jodhpur Sr.AO(MM&C), JdVVNL, Jodhpur
3.	Last Date & time of submission of electronic bid	Up to 26.03.2021 (12:00 PM)	http://www.eproc.rajasthan.gov.in
4.	Opening of Technical Bid	26.03.2021 (03:00 PM)	http://www.eproc.rajasthan.gov.in
5.	Opening of Price Bid	To be intimated separately to the qualified bidders	http://www.eproc.rajasthan.gov.in

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1. Tender documents will be made available on e-Tendering portal www.eproc.rajasthan.gov.in The bidders, in their own interest are requested to read very carefully the tender document before submitting the bid only through online on website www.eproc.rajasthan.gov.in . The bidders can download bid up to 04:00 p.m. one day prior to schedule date of opening of respective bid mentioned above documents and submit their bids online up to 12:00 p.m. on schedule of respective bid mentioned above.
2. Eligible bidders should submit their bid well in advance instead of waiting till last date, JdVVNL will not be responsible for non-submission of bids due to any website related problems.
3. The cost of Tender specification **Rs. 2950/-**(Non-Refundable) (50% for MSME of Rajasthan) to be paid by Demand Draft in Favour of the Sr. Accounts officer(Cash & CPC), JdVVNL, Jodhpur and tender processing fees **Rs. 1000/-** shall be payable by demand draft in favour of The Managing Director RISL, Jaipur (Non- Refundable). The bidders are required to deposit all these payments in the office of the SE(MM&C), JdVVNL, Jodhpur up to 4.00 PM one day prior to date of tendering otherwise their bids are liable to be rejected.
4. In lieu of Bid security, bidders are required to furnish Form of Bid Securing Declaration (**Appendix-B**) on Rajasthan Non-judicial Stamp Paper of Rs. 50/- (excluding surcharge on Stamp Paper, as per rules). Above Declaration should be furnished in favour of SUPERINTENDING ENGINEER (MM&C), JdVVNL, JODHPUR and which should be deposited to the Sr.AO(MM&C)JdVVNL, JODHPUR upto 4.00 p.m. of one WORKING day prior to schedule date of opening of technical bid and receipt of the same should be uploaded by the bidder along with the tender documents. . At the time of furnishing the form of Bid Securing Declaration, the bidder shall also furnish self attested and duly attested by Notary, the documentary evidence of SSI unit of Rajasthan or of sick unit (as applicable) along with affidavit as per schedule XI on Non-Judicial Stamp of Rs. 100/-.



SECTION-III

TECHNICAL SPECIFICATION FOR PURCHASE OF EARTHING CHAIN AGAINST TN-1689

3.01 SCOPE

This specification covers the manufacture, testing before dispatch and delivery at our stores/site of Earthing Chains.

3.02 SCHEDULE OF TECHNICAL SPECIFICATION.

Earthing Chains shall be manufactured and tested in accordance with the following specification /standard:-

The earthing chains are required to be made of brass wire rods of dia 1.5mm. The length of each chain shall be 9.0 meters and it shall be provided with a brass ball weight at one end and a brass clip having crocodile jaws and teeth for better grip (like battery terminal) at the other end. The brass ball shall be round in shape and shall be of 30 gms. (Approximately). The total weight of each link made with two rounds by twisting of single piece of wire should be 1.5 gms (approx.). The weight of complete chain shall be approx. 400 gms.

3.03 SCHEDULE OF REQUIREMENT

The approximate requirement of Earthing Chains is **13885**Nos. This requirement is tentative and the Nigam may increase/decrease the net quantity to be purchased at the time of deciding the tender.

3.04 GUARANTEED TECHNICAL & OTHER PARTICULARS:

The tenderer shall furnish complete guaranteed and other particulars of material offered by him as per Schedule-VA.

3.05 SAMPLES:

Tenderer shall furnish one sample of earthing chain along with their tender for approval failing which their offer is liable to be ignored.

3.06 INSPECTION & TESTING:

Inspection & testing shall be as per relevant IS/GTP'S of PO. The inspecting officer shall select 5% samples randomly from the offered lot for physical verification and inspection as per specification and purchase order.

The suppliers should satisfy themselves that the material is in accordance with the terms of the contract and fully confirm to required specifications by carrying out a through pre-inspection of each quota before tending the same for inspection to the inspecting officer nominated by the purchaser. Such pre-inspection on the part of the suppliers would minimize the chances of rejection in inspection.

The material shall be tested and inspected by an authorized inspecting officer of the purchaser before dispatch. The purchaser reserves the right to get the material tested in any testing laboratory before dispatch.

3.07 PREFERENCE:

The offers of standard make and directly from the manufacturers/traders quoting shorter delivery period shall be preferred.

3.08 DEPARTURE FROM SPECIFICATION:

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

3.09 TENDERS:

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

3.10 GENERAL

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

3.11 Quality Assurance Plan:

1) The Bidder shall invariably furnish following information along with his offer, failing which the offer shall be liable for rejection. Information shall be separately given for individual type of equipment offered.

i) Statement giving list of important raw material, names of sub-suppliers for the raw materials, list of standards according to which the raw material are tested, list of tests normally carried out on raw material in the presence of Supplier's representative, copies of test certificates.

ii) Information and copies of test certificates as in (i) above in respect of bought out items.

iii) List of manufacturing facilities available.

iv) Level of automation achieved and list of areas where manual processing exists.

v) List of areas in manufacturing process, where stage inspections are normally carried out for quality control and details of such tests and inspections.

vi) Special features provided in the equipment to make it maintenance free.

vii) The bidder should have adequate facilities to carryout accurately all required tests during manufacturing and routine/acceptance tests as per relevant ISS/IEC standards at the final end routine/acceptance. The supplier will ensure that all testing/measuring instruments/apparatus are calibrated at regular periodicity from reputed test house as per relevant standards and a certificate of testing authority is made available to purchaser's inspector at the time of inspection. Such calibration certificates, in any case shall not be older than one year on the date of such tests".

viii) List of testing instruments and apparatus along with their last date of calibration, available with the Bidder for testing of equipment specified and test plant limitation, if any, vis-a-vis the type, special, acceptance and routine tests testing during manufacture specified in the relevant standards. These limitations shall be very clearly brought out in "Schedule of Deviations".

2) The Supplier shall also submit the following information to the Purchaser, along with drawings/GTPs/BOM of ordered material, within 15 days of placement of order for purchaser's approval:-

i) Name of the raw material as well as bought out accessories and the names of sub-suppliers selected from those furnished alongwith the offer.

ii) Type test certificates of the raw material and bought out accessories/items.

iii) Quality Assurance Plan (QAP) with hold points for Purchaser's inspection. The QAP and Purchaser's hold points shall be discussed between the Purchaser and the Supplier before the QAP is finalized.

3) The Supplier shall submit the routine test certificates of bought out items and raw material at the time of routine testing of the fully assembled equipment.

3.12 Purchasing on the risk & cost of supplier, in case of non-execution of order/ delay in delivery.

If the material (s) / equipment (s) is /are urgently required to Nigam and for which final notice has been given to supplier but supplier is being breach of agreement against stipulated delivery schedule, if at any time during the currency of the contract, the performance in whole or in part be prevented or delayed by more than the three months of the delivery schedule, the purchaser reserves the right to procure the material/equipment on order or part thereof from any other source at the risk and cost of the contractor/ supplier

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

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

3.14 ADDITIONAL ORDER

Repeat order for additional quantities upto 50% of original ordered quantities, may be placed by the Nigam on the same rates , terms and conditions given in the contract.

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

**SCHEDULE – I****SCHEDULE OF REQUIREMENT**

The approximate requirement is as under:-

S. No.	Item	Approx. qty. (Nos.)
1.	Earthing Chain	13885 Nos.

NOTE:-The quantities as mentioned in the schedule of requirements are tentative and may increase/decrease as per the requirement of the Nigam.

SCHEDULE – II

PRICE ADJUSTMENT FORMULA

ITEM:Earthing Chain

PRICES ARE 'FIRM'

**SCHEDULE – III**

JODHPUR VIDYUT VITRAN NIGAM LIMITED
A Govt. of Rajasthan Undertaking

Prescribed technical specification for supply of Earthing Chain

(Name of Material/Equipment/Machinery/T&P etc.)

S.No.	Technical specification to which material/equipment/ Machinery/T&P shall confirm	Name of IS/other standard specification to which material should confirm	Other particulars if any.
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Certified that we agree to all the aforesaid technical specification except at S.No..... for which our technical specification shall be as under:-

S.No.	Technical specification to which material/equipment/ Machinery/T&P shall confirm	Name of IS/other standard specification to which material should confirm	Other particulars if any.
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(Signature)
 Name & Designation
 with seal of the bidder.

SCHEDULE-III-A**QUALIFICATION REQUIREMENT****ITEM:-EARTHING CHAIN****TN- 1689**

The bidder should fulfill following qualifying requirements for successful participation in the tender along with relevant documentary evidence supporting each qualifying requirement without which the offer shall be considered non-responsive & rejected.

- 1.0 The bidder should be a Manufacturer of offered items. The offers from sole selling agent/ authorized dealers shall be entertained subject to furnishing of authorization letter from original manufacturer.
- 2.0 The bidder is required to quote for minimum 10% tendered quantity of tendered item, failing which their offer may be considered Non-Responsive.
- 3.0 The bidder who have been black listed in any of the state Discom or with whom business relations have been severed in Jodhpur Discom shall not be considered.

GENERAL CONDITIONS : - (ALL CONDITIONS BE DULY SIGNED & SEALED)

- I) The bidder shall clearly indicate the deviations such as 'Technical Deviation & Commercial Deviations' in the prescribed proforma only. The deviations indicated elsewhere in the bid shall not be accepted.
- II) The bidder must clearly fill up each and every particular of guaranteed technical particulars annexed with Technical Specifications otherwise he will be responsible for Technical Non-responsiveness.
- III) All documents required in the prescribed format are to be furnished along with the bid itself failing which the bid will be summarily rejected.

SCHEDULE - IV (A)**Must be filled-in by the tenderer and attach with technical bid (Part-I)**

To,

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

Dear Sir,

With reference to your invitation to tender against specification No. **JDVVNL/SE/MM&C/TN-1689**, we agree to supply the following quantity:-

S. No	Particulars of item	Tendered Quantity (In Nos.)	Qty. Offered (In Nos.)	Justification of quantity offered as per Qualifying Requirement.	Status of Type Test Certificates.
1	2	3	4	5	6
1.	Earthing Chain	13885			

1. The offer is valid for a period of 120 days from the date of opening of this tender.
2. The prices of Earthing Chain are on 'FIRM' basis.
3. It is noted that the quantities as mentioned in the specification are approximate and we agree to supply any quantity as per your requirement.
4. The delivery shall strictly be in accordance with our delivery clause as given in **Schedule-VIII** of this specification. In case we fail to deliver the material as indicated in the clause No. 1.23 of G.C.C. (Schedule-II), we are liable to pay recovery for delay in delivery as per clause No. 1.24 of this Schedule-II of this specification.

The material shall conform to your specification No. **JDVVNL/SE/MM&C/TN-1689** and as per relevant ISS in all respect.

5. We confirm that we agree to all the terms & conditions as well as the technical stipulations of your specification No. **JDVVNL/SE/MM&C/TN-1689** and there are no deviations other than as specified in the Schedule VI (A&B).

Yours faithfully,

Signature of tenderer with stamp

Dated:

**SCHEDULE – V****JODHPUR VIDYUT VITRAN NIGAM LIMITED****A Govt. of Rajasthan Undertaking**

Statement of guaranteed technical particulars and other performance data for supply of
 (Name of material) against specification
 no.....

S.No.	Particulars of technical & other performance data guaranteed.
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Certified that we agree to all the aforesaid technical particulars and other performance data except following:-

S.No.	Particulars of technical & other Performance data	Reasons for deviations/departure.
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(Signature)

Name & Designation
 with seal of the bidder.

SCHEDULE – V (A)**GURANTEED AND OTHER TECHNICAL PARTICULARS OF EARTHING CHAIN
AGAINST TN- 1689**

S. No.	Description	To be filled by the Tenderer
1.	Name and office address of Manufacturer & dealer	
2.	Work's Address	
3.	GST Registration No.	
4.	Is complete chain is made of brass?	
5.	Length of Chain	
6.	Weight of complete chain	
7.	Weight of each link	
8.	Weight of brass ball provided at one end.	

Name of Firm**Signature of Bidder****Designation & Seal****Date**



SCHEDULE – VI (A)

JODHPUR VIDYUT VITRAN NIGAM LIMITED

A Govt. of Rajasthan Undertaking

DEPARTURE/DEVIATION FROM TECHNICAL SPECIFICATION

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

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

(Signature)

Name & Designation
with seal of the bidder.

**SCHEDULE – VI (B)****JODHPUR VIDYUT VITRAN NIGAM LIMITED****A Govt. of Rajasthan Undertaking****DEPARTURE FROM COMMERCIAL TERMS & CONDITIONS OF THE
SPECIFICATION**

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

S.No.	Main Deviations from Specification.
-------	-------------------------------------

Certified that we agree to all the commercial terms & conditions as laid down in General Conditions of Contract to the specification except for the deviation to the extent indicated above.

(Signature)

Name & Designation
with seal of the bidder.

**SCHEDULE – VII****JODHPUR VIDYUT VITRAN NIGAM LIMITED****A Govt. of Rajasthan Undertaking****LIST OF PAST SUPPLIES**

The bidder shall state under this schedule whether material and equipments, similar to those offered in the tender have been previously supplied by him. A list shall be given of such orders executed by him together with information regarding the names of purchasing organizations, quantities supplied and when the supplies were affected. This list should be in form given below:-

S.No.	Detailed particulars items supplied authority	Qty in Nos.	Order No. & Date	Name & details of purchasing	Date of Completion
1	2	3	4	5	6

If executed partially executed	whether still stipulated in	Delivery (Qty. in Nos.)	Remarks to be mentioned order	to be
7	8	9	10	

Note: Separate schedules are to be furnished by the bidder for past supply to the JdVVNL, Jodhpur other State Electricity Boards and other Departments /Organizations.

(Signature)

Name & Designation
with seal of the bidder.

**SCHEDULE – VIII****JODHPUR VIDYUT VITRAN NIGAM LIMITED****A Govt. of Rajasthan Undertaking****DELIVERY SCHEDULE****PART-A**

The delivery schedule of the material by the Purchase Officer is as mentioned hereunder:-

Sr. No.	Particulars of Material	Commencement period	Rate of supply per month	Period for completion of delivery of entire material
1.	Earthing Chain	After 30 Days from the date of receipt of detailed Purchase Order.	_____ Nos. per month (to be quoted by tenderer)	Completion in Sixmonths at equal monthly rate

PART-B

In case bidder deviates from the delivery schedule mentioned by the purchaser in Part-A then the delivery schedule shall be indicated/mentioned by the bidder as under:-

S.No.	Particulars of Material	Commencement period per Month.	Rate of supply per Month	Period for completion of delivery of entire material

Note: 1. During the commencement period the process of model assembly and submission of B.O.M. for approval shall be got completed.

2. During the commencement period the contractual formalities shall be got completed.

(Signature)

Name & Designation
with seal of the bidder

**SCHEDULE – IX****JODHPUR VIDYUT VITRAN NIGAM LIMITED****A Govt. of Rajasthan Undertaking****List of Equipments and Technical Hands Available with the Firm**

(To be filled in by the bidders & enclosed with the bid)

Manufacturers and / or their authorized agents who are quoting against this bid are requested to furnish the following information along-with the bid. The Purchaser will have the discretion to ignore the bid without the under noted particulars and/or ignore the bid particulars.

1.	Name and Address of Manufacturer	
2.	Official email ID	
3.	GSTIN	
4.	Whether firm is proprietorship/partnership/ Limited (Please give details and also enclose copy of memorandum of constitution of firm along with name of directors/ partners/proprietor & their address.	
5.	Place where works exist (indicate the name of the only one works from where you want to supply the offered material).	
6.	Details of machinery particularly with B.H.P. of each item installed.	
7.	Details of staff employed in the works	
8.	Date when started the manufacturing of item under reference	
9.	List of items manufactured.	
10.	Literature and drawings of items manufactured showing their description, size, design and other important technical particulars	
11.	Details of order so far, executed alongwith the names of organization to whom supplied.	
12.	Manufacturing capacity.	
13.	Is the workshop open for inspection by the representative of the board, if required?	
14.	Statement of financial resources and Banking Reference along with Balance-Sheet for previous two years	
15.	Testing facilities available for the manufactured articles in the testing laboratory of works.	
16.	Whether the Firm is a small/medium/large scale industry.	
17.	Registration No. with :-	
	i. Small Scale, National/State.	
	ii) DGTD	
	iii) State Industries Department	

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

Schedule-X**GENERAL PARTICULARS ABOUT THE TENDER IN BRIEF**

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

TELEPHONE: 0291-2651376

FAX: 0291-2746539

BID DOCUMENT FOR PURCHASE OF EARTHING CHAIN AGAINST TN-1689

A	NIT No.	TN-1689
B	Cost of Specification	Rs. 2,950.00 (Two Thousand Nine Hundred & Fifty only) For MSME: Rs. 1,475 (One Thousand Four Hundred & Seventy Five only)
C	Processing of RISL	Rs. 1,000.00 per set (One Thousand only)
D	Bid security	In lieu of Bid security, bidders are required to furnish Form of Bid Securing Declaration (Appendix-B) on Rajasthan Non-judicial Stamp Paper of Rs. 50/- (excluding surcharge on Stamp Paper, as per rules)
E	Validity	120 days from the next date of opening of techno-commercial bid.

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

VERY VERY IMPORTANT

The bids not accompanied with qualification requirement , technical requirement indicated in the specification and other requirement given here under will be considered as incomplete offer and sufficient grounds for offer to be passed over:

1. Capacity, capability and competency proofing documents.
 - a. Capacity /orders of similar and higher rating of tendered equipment booked as on date of bidding with type and rating and construction details of equipment for which order received be indicated.
 - b. Copy of purchase orders of Erstwhile RSEB /SEB`S / Electric Utilities / Govt.
2. Departments / Discom for similar or higher rating equipment latest executed.
3. Year wise past experience for last 5 years of similar or higher rating of tendered equipment.
4. The details of testing facilities available at the works.
5. Quality assurance plan.
6. Complete guaranteed technical particulars, out lines and general arrangement drawings along with Bill of Material.
7. Bids without Section-I, II, III & Schedules (I to X) shall be rejected.
8. Bids shall be furnished **through online**.
9. JdVVNL has the right to reject any offer on the basis of track record of poor performance in execution of previous order / equipment supplied /after sales service while evaluating the Techno-Commercial bid.
10. JdVVNL reserves the right to accept minor deviations in standard terms and conditions and also in technical and constructional features as specified in the technical specification **(Schedule-III)**.

11. Deviation of any kind shall not be quoted in price bid, if found quoted, the same shall be ignored.
12. The following facilities are to be provided by the supplier at his own cost to the inspecting officer of Nigam (JdVVNL):-
 - i. Suitable accommodation.
 - ii. Local conveyance between arrival point, place of stay, works and departure point.
 - iii. The supplier shall assist in arranging return ticket and reservation on the request of the inspecting officer for which the payment shall be made by the inspecting officer. In case of joint inspection, single or shared double room accommodation shall be provided.

Schedule – XI**Format of Affidavit****(ON NON JUDICIAL STAMP OF RS. 100/-)**

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

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

Name of Items	Production Capacity (Yearly)
---------------	------------------------------

(i)

(ii)

(iii)

(iv)

(v)

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

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

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

Place _____

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

GENERAL

AMENDMENT IN ITB AND GCC

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

A. Following arrangement is applicable upto 31.12.2021 in respect of tenders which are due for opening.

BID SECURITY DECLARATION:

In lieu of Bid security, bidders are required to furnish Form of Bid Securing Declaration (Appendix-B) on Rajasthan Non-judicial Stamp Paper of Rs. 50/- (excluding surcharge on Stamp Paper, as per rules).

Encls.: Appendix-B

The bidders are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when they withdraw or modify our bid after opening of bids;
- (b) when they do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when they fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when they do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if they breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar the bidder from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

B. IF THE BIDDER IS REQUIRED TO PAY THE BID SECURITY AMOUNT AS ABOVE, THEN IT WILL BE AS UNDER:

Bid security shall be **1%** of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be **0.25%** 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 **0.50%** of the value of bid. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

In case SSI units of Rajasthan quote less than the tendered quantity then they are required to furnish Bid Security @ 0.25% of the estimated value of quantity offered on the basis of estimated unit FOR destination price.

The Bid Security amount (as applicable) to be paid by Demand Draft/Banker's Cheque in favour of Sr. Accounts Officer (Cash & CPC), JdVVNL, Jodhpur (payable at Jodhpur) or Bank Guarantee, in specified format (**Appendix-A**), of a scheduled bank in favour of Superintending Engineer (MM&C), JdVVNL, Jodhpur, be deposited in the office of the Superintending Engineer (MM&C), JdVVNL, Jodhpur, New Power House, Jodhpur.

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

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

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

PERFORMANCE SECURITY

The Performance security wherever appearing in the tender document may be read as under:-

- (a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 5% of the amount of work order, in case of procurement of works;
- (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries or MSME units of Rajasthan; and
- (c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR); and

In case of 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.

3) VENDOR REGISTRATION

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

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

- 5) **The following amendment is hereby made in GCC Clause No. 1.43 (Due Date of Payment):**

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

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

7) APPEAL:

i. If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued there under, he may file 1st & 2nd appeal under section 38 of RTPP Act-2012 to the following appeal authorities **within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:**

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

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

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

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

b. For Second Appeal:- Rs. 10,000/- (Rupees Ten Thousand Only)+GST.

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

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

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

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

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

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

ADDENDUM IN ITB

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

1.12.2 (A) for quantity allocation

(i) Trial order under Para No. 22.17 (a) & (b) of purchase manual

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

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

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

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

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

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

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

20% to L1

15% to L2

10% to L3

05% to L4

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

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

40% to L1

20% to L2

10% to L3

06% to L4

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

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

APPENDIX-A**Bank Guarantee No.** _____.

Security Amount : _____.

Issued on dated : _____.

Valid upto : _____.

Claim upto / Grace period: _____.

PERFORMA OF BANK GUARANTEE FOR BID SECURITY

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

To,

The Superintending Engineer (MM&C),

Jodhpur Vidyut Vitaran Nigam Limited,

Jodhpur.

1. Whereas _____ (name of the Bidder) (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for _____ (name of contract/ name of the material with Bid no. / TN No. _____) (hereinafter called "the Bid").
2. KNOW ALL PEOPLE by these presents that WE _____ (name and address of branch of Bank) of _____ (name of country), having our registered office at _____ (addresses of bank) (hereinafter called "the Bank"), are bound unto _____ (name of Purchaser) (hereinafter called "the Purchaser") in the sum of Rs. * _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents sealed with the Common Seal of the said Bank this _____ day of _____ 20____.
3. THE CONDITIONS of this obligation are :
 - i. If the bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form; or
 - ii. If the bidder refuses to accept the correction of error in his Bid; or
 - iii. If the bidder, having been notified of the acceptance of its Bid by the purchaser during the period of bid validity:
 - a. Fails or refuses to execute the Contract Agreement within the time specified in purchase / work order, if required, or
 - b. Fails or refuses to furnish the performance security within the time specified in purchase / work order in accordance with the GCC, or
 - c. Fails to commence supply of goods or services or execute work as per purchase / work order within time specified.
 - iv. If the bidder breaches any provision of the Code of integrity specified in the RTPP Act and Chapter VI of the RTPP Rules.
4. We undertake unconditionally and irrevocably to guarantee as primary obligator and not as surety merely to pay to the purchaser a sum of Rs. _____ (in words Rs. _____) upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the above three conditions specifying the occurred condition or conditions.
5. The decision of the Superintending Engineer (MM&C), Jodhpur Vidyut Vitaran Nigam Limited, Jodhpur shall be final whether breach has been committed on the right to demand the amount of guarantee from us which has accrued to the purchaser.
6. This guarantee shall not cease or determine, if the purchaser grants time or indulgence or vary the terms of the contract with the Contractor or without our consent or knowledge.
7. The guarantee herein contained shall not be affected by any change in the constitution of the Contractor.
8. We _____(Bank Name) further undertake not to revoke this guarantee during its currency except with the previous consent of the Superintending Engineer (MM&C), Jodhpur Vidyut Vitaran Nigam Limited, Jodhpur.

9. All disputes arising under the said guarantee between the Bank and the Nigam or between the Contractor and the Nigam pertaining to the guarantee, shall be subject to the jurisdiction of the Courts in Jodhpur, Rajasthan alone.

10. This guarantee will remain in force up to and including one hundred eighty (180) days after the date of the opening of bids, i.e. upto _____, with a further grace period of Ninety (90) days and any demand in respect thereof should reach the Bank not later than the above date.

Yours faithfully,

Bankers (EXECUTANT)

Signed by the above named Bank in presence of :

(signature with full Name and Address)

Witness :

1. _____.
2. _____.

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

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

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

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APPENDIX-B**FORM OF BID-SECURING DECLARATION**

(On Rajasthan Non-Judicial Stamp Paper worth Rs.50/- + Surcharge on Stamp Paper as per rules)

Form of Bid-Securing Declaration

Date:

Bid No. :

Alternative No. :

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.:-----

Name :_-----

In the capacity of :-----

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

Dated on day of

Corporate Seal .-----.

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid]

ANNEXURE-A**SELF ATTESTED UNDERTAKING TO BE GIVEN ON FIRM'S LETTER HEAD**

We, the undersigned declare that:

1. Our firm, its affiliates of subsidiaries including any subcontractor or suppliers for any part of the contract have not debarred by the state government or the procuring entity or a regulatory authority under any applicable law.
2. We declare that we have complied with and shall continue to comply with the provision of the code of integrity including conflict of interest as specified for bidders in the RTPP Act 2012, RTPP Rules 2013 and the bidding document during the procurement process and execution of contract till completion of all our obligation under contract.
3. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the procuring entity.
4. I/We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document.
5. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons.
6. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/ our professional conduct or the making of false statements or misrepresentations as to my/ our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
7. I/We do not have a conflict of interest as specified in the Act, Rules and the bidding document, which materially affects fair competition.

Firm's Name

Seal & Signature