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1. Tender documents will be made available on e-Tendering portal [www.eproc.rajasthan.gov.in](http://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](http://www.eproc.rajasthan.gov.in) . The bidders can download bid up to 06:00 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.

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/MSME unit of Rajasthan or of sick unit (as applicable) along with affidavit as per schedule X on Non-Judicial Stamp of Rs. 100/-.

**JODHPUR VIDYUT VITARAN NIGAM LIMITED**  
**OFFICE OF THE SUPERINTENDING ENGINEER (MM&C)**  
**NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR –342 003**  
**Corporate Identity Number (CIN)-U40109RJ2000SGC016483 GST No. 08AAACJ8578R1ZJ**

TELEPHONE: 0291-2651376

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Mail Address: [semmcjdvvn@gmail.com](mailto:semmcjdvvn@gmail.com)**TENDER SPECIFICATION NO. JdVVNL/SE(MM&C)/EIIIAIII/TN-1713**

Tenders are hereby invited in e-procurement system for purchase of **11 KV CROSS ARM (ANGLE) WITH CLAMP AND TOP HAMPER** under TN-1713.

Tenders are to be submitted online in electronic format on website <http://eproc.rajasthan.gov.in>.

The details are as under-

S. No.	Name of Item	Quantity	Estimated unit cost
1	11 KV CROSS ARM (ANGLE) WITH CLAMP AND TOP HAMPER	3,20,991 sets / 4,105.154 MT	Rs. 51684.00/MT

<b>A</b>	NIT No.	<b>TN-1713</b>
<b>B</b>	Cost of Specification	<b>Rs. 2,950.00 (Two Thousand Nine Hundred &amp; Fifty only) (50% for MSME of Rajasthan)</b>
<b>C</b>	Processing of RISL	<b>Rs. 1,000.00 (One Thousand only)</b>
<b>D</b>	Bid security to be deposited	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).
<b>E</b>	Validity	<b>120 days from the next date of opening of techno-commercial bid.</b>
<b>F</b>	Base date for price variation	<b>01.08.2021 (irrespective of date of opening of tender)</b>

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	Date of downloading of tender specifications	Up to 06.09.2021 (6:00 PM)	<a href="http://www.jdvvn.com">www.jdvvn.com</a> & <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
2	Deposit of cost of Tender Specification, affidavit of Bid Security declaration and furnishing of Processing fee	Up to 06.09.2021 (4:00 PM)	Office of Sr. A.O (Cash & CPC) / SE (MM&C), JdVVNL , New Power House, Industrial Area, Jodhpur
3	Last Date & time of submission of electronic bid	Up to 07.09.2021 (12:00 PM)	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
4	Opening of Technical Bid	07.09.2021 (3:00 PM)	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
5.	Opening of Price Bid	To be intimated separately to the qualified bidders	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>

### **SECTION-III**

#### **TECHNICAL SPECIFICATION FOR SUPPLY OF 11 KV CROSS ARM (ANGLE) WITH CLAMP AND TOP HAMPER UNDER TN-1713.**

#### **1. SCOPE**

This specification covers fabrication, testing & delivery of fabricated steel items as a complete package, complete in all respect as per GTP/Drawings (to be provided by the purchaser to the successful bidder). The steel sections generally used, tentative unit weight & BOM of fabricated item is enclosed at Schedule-I. The final bill of material for the purpose of payment shall be prepared and submitted by the supplier after approval of model assembly by the purchaser.

#### **2. CLIMATIC CONDITIONS**

I. Peak ambient temperature	50 Degree C
II. Maximum average ambient temperature	40 Degree C
III. Maximum temperature attainable	60 Degree C
IV. Maximum relative humidity	100 %
V. Minimum relative humidity	50 %
VI. Average number of thunder storm days per annum	40
VII. Average number of rainy days per annum	100
VIII. Average annual rainfall	10-100 cm
IX. Maximum wind pressure	100 Kg/sq.m
X. Altitudes not exceeding	1000 mtrs.

#### **3. REQUIREMENT**

The approximate quantities required of finished fabricated steel items are indicated in the Schedule-I (schedule of requirement along with approximate weight).

The quantities mentioned in the schedule of requirement (Schedule-I) are provisional. However, the net quantity shall be determined later-on at the time of finalization of the tender. The purchaser reserves the right to increase or decrease the tendered quantity/ weight of structure. The purchaser also reserves the right to split the quantity and to entrust the order for the supply on one or more Suppliers. The bidder shall agree to supply part quantity ordered on him at the rates/ prices mentioned in the tender or accepted by the purchaser.

#### 4. DELIVERY

The maximum commencement period allowed shall be 30 days from the date of receipt of purchase order and entire ordered quantity shall be completed in **8 (Eight)** months thereafter at **equal monthly rate**. The bidder is required to quote monthly delivery. In case ordered quantity is different than quoted quantity, delivery shall be adjusted proportionately. **Tender in which monthly delivery is not indicated likely to be ignored.**

#### 5. STANDARDS :

All materials and equipments shall comply in all respect with the requirements of the latest edition of the relevant Indian Standard Specification(s) except as modified in this specification. Where the relevant ISS is not available, the material / equipment should comply the latest BSS. All the items should be made / fabricated/tested from steel sections conforming to IS:2062 (latest amended).

#### 6. FINANCIAL RESOURCES AND EXPERIENCE

The bidder shall furnish the details regarding his previous experience in performing same or similar comparable work, the technical strength and manufacturing facilities available and also financial capability along with the tender. The bidder is also required to furnish the following information.

- a. Standing of the firm as manufacturer/Supplier
- b. Approximate qty, fabricated so far at his works on monthly basis.
- c. Testing facilities available at his works.

#### 7. MATERIAL:

The Supplier shall make his own arrangement for the procurement of steel sections before commencement of work. The purchaser shall be at liberty to have samples of steel used, tested / checked in any laboratory at his own cost and reject the supply, if it is found below the required standard.

All the material required for fabrication shall be stocked in adequate quantity by the Supplier to ensure the progress of the work is not jeopardized. **No relaxation in the delivery time shall be allowed on the pretext of non- availability or short supply of raw materials.**

#### 8. WORKMANSHIP:

The fabrication shall be done in such a way that there is a good finish of the fabricated structures. The steel structure shall be fabricated accurately adhering to dimensions as per the approved drawings. All the steel sections shall be carefully leveled/ straightened and made true to method which shall not injure the material so that when assembled the adjacent surface are in close contact through out. No rough edges shall be permitted anywhere throughout the work. Holes must be perfectly circular. The tolerance(s) as per drawing/ clause hereunder is permissible. All burrs left by drills or punches shall be removed completely. No bolts holes shall be more than **1.5 mm** bigger than the corresponding bolt diameter.

#### 9. DRAWING & MODEL ASSEMBLY :

3 sets of drawing shall be furnished by the successful bidder based on JdVVNL drawing for according approval of the purchaser before commencement as per clause No.1.12.1 of GCC(Section-II).

The Supplier shall offer one set of model assembly (proto type) for the respective structure as per the drawings provided to him for checking/ approval of the purchaser before commencement of supplies. The firm who have already supplied same item under previous TNs as per same drawing/design and specification in any DISCOM (Jaipur, Ajmer & Jodhpur) during last three years from the date of opening of Techno-Commercial Bid shall be exempted from approval of model assembly.

In case any deviation is detected, during the process of preparing the model assembly, the Supplier shall intimate the purchaser or his authorized representative at the time of inspection of model assembly. The final bill of material shall be as per approved bill of material.

The Supplier shall take-up the mass fabrication of the structure(s) only after the purchaser has approved the model assembly along with bill of material.

No extra time shall be allowed in commencement period in getting the prototype approval.

## 10. MARKING

Each individual structure / section shall carry a code number conforming to component number given to it in the drawing / Bill of material. The code number of approved size shall be stamped with a metal dye of 16 mm size on the member and shall be legible. The name of manufacturers in suitable code and the word “**JUD**” & “**TN No**” shall also be stamped / punched on each individual section with metal dye of not less than 16 mm size.

If the above marking is not found on the material received in the stores, the receipted challan shall not be given by the concerned stores. The challan shall only be issued after verification of material by the Store officer.

## 11. INSPECTION, TESTING & CHECKING:

The finished product before acceptance shall be subject to inspection in respect of workmanship, checking of dimension/weight & testing as per requirement of relevant IS:2062 (latest amended), approved drawings and bill of material, at the suppliers works if not supported by test certificates of main producers viz. SAIL/TISCO/RINL. The certificate for type test (chemical composition & mechanical properties test) issued by prime producer(s) shall be furnished along with the inspection call to the SE(MM&C), otherwise testing shall be arranged at independent Lab on the cost of supplier. The certificate and relevant invoices shall be in the name of the firm on whom the order is placed by the Nigam. **In case bidder use the steel sections manufactured by prime producers then the inspecting officer shall verify and record in the inspection report regarding stamping and mark of prime producers.** The certificate(s) in the name of other parties/ sources shall not be accepted and in such cases the tests for chemical and mechanical properties shall have to be arranged in the presence of inspecting officer(s) at recognized lab/ **any independent lab / test house having the testing equipments (used in the testing),calibrated by NABL/NPL Accredited calibration laboratories or equivalent.**

The supplier shall present the latest Calibration Certificate(s) of testing instruments/ equipments to be used for the testing of the material covered in the purchase order to the

authorized inspecting officer/inspecting agency of the purchaser. The testing instruments/ meters/ apparatus etc. should be got calibrated by the supplier from time to time from independent test laboratory/ house having valid accreditation from National/ Accreditation Board for testing and calibrating laboratories for testing equipments/ original manufacturer having trace ability to NABL/NPL or equivalent.

The calibration certificate(s) should not in any case be older than one year at the time of presenting the same to the inspecting officer/inspecting agency of the purchaser. The testing instruments/equipments should be duly sealed by the Calibrating agency and be indicated in the calibration certificate(s).

The following facilities are to be provided by the supplier at his own cost to the inspecting officer of JdVVNL.

- (a) Suitable accommodation.
- (b) Local conveyance between arrival point, place of stay, works and departure point.
- (c) 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.

## 12. TESTS

Test before dispatch:- The various steel section/structure before dispatch shall be subject to following test as per IS:2062( latest amendment) at the manufacturer's works

Routine test/acceptance test

- (i) Dimensional checking and visual inspection
- (ii) Weight checking
- (iii) Chemical composition test
- (iv) Mechanical property test

## 13. SAMPLING:

The inspection shall be carried out on each lot separately. The following number of pieces selected at random shall be subject to inspection/ testing and checking.

- a) Workmanship and dimension checking : 3 % samples from finished item.
- b) Chemical test : One sample of each steel section from the entire lot of material offered for inspection.
- c) Tensile test : One sample of each steel section from every 50 MT or Part thereof.
- d) Bend test : One sample of each steel section from every 50 MT or Part thereof.

## 14. TOLERANCE IN DIMENSIONS:

The tolerance(s) shall be permissible as per IS: 1852 (latest amended). Further the following tolerance(s) on fabricated items will also be allowed.

- i) Tolerance in over all length  $\pm 3\text{mm}$
- ii) Tolerance in edge dimensions (centre of hole to end)  $\pm 2\text{mm}$
- iii) Tolerance in hole centre  $\pm 2\text{mm}$

- iv) Circular holes
- v) Weight Tolerance

No tolerance  
+2% to (-) 4%

## 15. GUARANTEED TECHNICAL PARTICULARS:

The bidder shall furnish the guaranteed technical particulars of the material as required in the schedule-V by mentioning specific figures therein. Any item of the GTP left unfilled or simply written as per ISS etc. shall be considered as incomplete GTP and such tender is liable to be rejected.

## 16. PACKING AND FORWARDING

The finished items complete in all respect dully inspected and cleared for dispatch, shall have to be delivered in Nigam's stores located anywhere in Jodhpur Discom by Road. Unloading of material at store(s) is Suppliers responsibility.

## 17. CRITERIA FOR ACCEPTANCE

The inspected material should be strictly in accordance to the GTP of the specification otherwise the material shall be treated as rejected and shall not be accepted.

## 18. PRICES AND PRICE VARIATION

The prices shall be quoted in Rs. per MT. The bidder shall quote the prices in **Schedule-IV** strictly in the manner prescribed in Clause No. 1.09 of section-I (Instructions to bidders) and Clause No.1.33 of section-II (G.C.C).

The quoted price shall be variable as per Price Variation formula given in this specification at Schedule-II without any ceiling. **The base date of price variation shall be 01.072021 (irrespective of date of opening of tender) , and shall be governed as per clause No.1.10. of Instructions to bidders.**

## 19. WEIGHT

The weight of structure shall mean the weight of structures calculated by using standard sectional weights of all steel structural members of the sizes indicated in the fabrication drawings and/or subsequently revised drawings and bill of material without taking into consideration the reduction in weight due to drilling of bolt-holes, skew cuts, chamfering etc. or the increase in weight due to galvanization.

The material shall be acceptable if found within permissible tolerance limit i.e. +2% and (-) 4%.

## 20. PAYMENT

Payment for the supplied material shall be made as per the actual weight or weight as per BOM whichever is less. No payment shall be made for excess weight, but in case the weight is observed within permissible negative tolerance, the payment shall be made on actual weight basis, verified by consignee(s) in the store, accordingly.

Payment shall be governed in accordance with the clause No.1.42 of GCC.

## 21. QUANTITY TOLERANCE

A quantity tolerance of  $\pm 2\%$  (plus minus two percent) shall be allowed on ordered quantity for completion of supply.

## **22. DELAY IN DELIVERY & DELAY IN DESPATCH**

The delay in delivery and delay in dispatch shall invoke provisions of clause No. 1.23 & 1.24 of the GENERAL CONDITIONS OF CONTRACT (Sec.II) " .

## **23. PRICE FALL CLAUSE:**

If lower rates are received /finalized in subsequent tender for this item then price fall clause shall be applicable as per clause 1.60 of GCC.

## **24. DEPARTURE FROM SPECIFICATION**

Technical deviation including GTP and commercial deviation including delivery if any shall be mentioned in schedule-VI-A & Schedule-VI-B "departure from specification" attached with this specification. Mentioning of such deviations elsewhere in the offer will not be considered as deviation. The printed terms and conditions of sales and other if any attached with the offer will not be considered.

Any item not covered under the above technical specification shall be governed as per section-II (GCC).

**25.0** Further, old tax structure wherever appearing in ITB & GCC may be replaced by GST as per notification.

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

## **26.0 ADDITIONAL ORDER**

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

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



**SCHEDULE - I****SCHEDULE OF REQUIREMENT FOR 11 KV CROSS ARM (ANGLE) WITH CLAMP AND TOP HAMPER UNDER TN-1713.**

S. No	Type of structure	Unit wt. in Kg.(approx.)	Provisional qty. in sets	Total wt. in MT (approx.)	General sections involved
1	11 KV CROSS ARM (ANGLE) WITH CLAMP AND TOP HAMPER	12.789	320991 sets	4,105.154 MT	MS Channel 100x50 MS Angle 65x65x6 MS Flat 50x6
	<b>Total</b>			<b>4,105.154 MT</b>	

**SCHEDULE-II****PRICE & PRICE VARIATION FORMULA**

The bidder shall quote the rates in **Rs. per MT**, on variable price basis for items as detailed at **schedule-IV(BOQ)** of the specification. The price variation shall be calculated on the basis of formula detailed below :

$$P= P_0 \{0.11+0.66(SBIR/SBIR_0) + 0.23 (W/W_0)\}$$

where :

P= Ex-works Price payable as adjusted in accordance with the above formula

P<sub>0</sub>= Ex-works Price quoted/confirmed

SBIR= Price of Steel Billets-Retail ( as published by IEEMA).

This price is as applicable on the 1<sup>st</sup> working day of the month, Two months prior to the date of delivery.

SBIR<sub>0</sub>= Price of Steel Billets-Retail ( as published by IEEMA).

This price is as applicable on the 1<sup>st</sup> working day of the month, One month prior to the date of tendering.

W= All India Average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (base: 2001= 100). This index number is as applicable on the first working day of the month, 4 months prior to the date of delivery.

W<sub>0</sub>= All India Average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (base: 2001= 100). This index number is as applicable on the first working day of the month, 3 months prior to the date of tendering.

**The base date of price variation shall be 01.08.2021 (irrespective of date of opening of tender), and shall be governed as per clause No.1.10. of Instructions to bidders.**

**SCHEDULE-III****DETAILS OF APPLICABLE STANDARDS / SPECIFICATION/ MANUALS :**

The material shall comply with the relevant provisions made in the following Indian Standards Specification (now BIS) with latest amendments.

1	IS:2062: (Latest amended)	Raw material & Method of testing
2	IS:1852 (Latest amended)	Rolling & cutting Tolerance

All materials and sections shall comply in all respect with the requirement of latest addition of relevant Indian Standard Specification except as modified in this Specification. Where the relevant ISS is not available, the material / sections should comply with the latest BSS. The entire item should be made/ fabricated from steel sections conforming to IS: 2062 (latest amended ). Rolling and cutting tolerances for hot rolled steel products shall be governed as per IS:1852 (latest amended).

## SCHEDULE-III-A

**PRE-QUALIFICATION REQUIREMENT (PQR)**

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 STATUS OF BIDDER:-**

- a) The bidder should be a Manufacturer of offered items. The offers from sole selling agent/ authorized dealers shall not be entertained.
- b) Old/ New suppliers:- 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 of supply made to the licensed power utility outside India, the C.A. certificate furnished by firm shall be considered.
- c) The bidders should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officers, should not have business activities suspended, should not be blacklisted or debarred by any utility/ government agency, should not have a conflict of interest. For this bidder is required to furnish a Declaration as per Appendix-C, on Rajasthan Non-Judicial Stamp Paper of Rs. 100/ (excluding surcharge on Stamp Paper, as per rules)."

**2.0 PAST SUPPLY & PERFORMANCE CRITERIA :-**

The bidder shall meet both past supply and performance criteria as detailed below for opening of tenders:-

**2.01 PAST SUPPLY:-**

- 2.01.1 The bidder is required to quote for minimum 10% of tendered quantity failing which their offer may be considered Non-Responsive.
- 2.01.2 The bidder should have designed, manufactured / fabricated, tested and supplied to utility / Discoms / Govt. Departments at least 2 X QQ (QQ being the quoted quantity) of similar item / higher rating of tendered material / equipment in last 3 financial years from the date of opening of technical-commercial bid.
- 2.01.3 For assessment of past supplies (2QQ), the similar item/higher rating of tendered material/equipment shall cover all type of welded & non welded fabricated steel items i.e. 33/11 KV Sub-station structures(Urban)/ (Rural), sub-station structure for mounting of single phase and three phase distribution transformers of different ratings, 33 and 11 KV Cross Arms(channel/ angle) with Top hampers & clamps, Lattice structures, 33 & 11 KV Line DP sets, LT

brackets(1200 mm and 600 mm), MS channel brackets 1.4 metre / 1.8 metre, stay clamps suitable for 8 metre & 9 metre PCC poles etc.

**Note:** Requirement of quantity manufactured, minimum quantity to be offered and amount of Bank Guarantee to be furnished in absence of test certificate shall be reduced to 25% for Rajasthan based units.

2.01.4 In support of fulfillment of the past supply criteria, the bidder shall furnish documentary evidence in the form of certificate from Chartered Accountant in the enclosed prescribed proforma only. This prescribed proforma should be furnished either in original or copy duly attested by Notary. The bidder shall also sign and affix seal on the C.A. Certificate. The certificate should have membership number and UDIN number with the name & address of the chartered accountant.

Certificate should clearly indicate the quantity supplied, period of supply, voltage Class, Rating of the Transformer etc. in the format prescribed, any deviation to format or information diverted format, will not be considered and rejected.

Note:-The material supplied and accepted for same/higher rating for Turnkey projects 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.

## 2.02 **PERFORMANCE CRITERIA:-**

2.02.1 i) If a bidder has supplied up to 50% of ordered quantity in previous tender up to date of opening of subsequent tender and scheduled delivery period expired, the bid of such bidder will not be opened in the Discom for that item.

ii) However, if the supplies have been completed for a quantity more than 50% but not completed up to date of opening of subsequent tender and scheduled delivery period expired, the quantity equal to the quantity pending in previous tender for that item shall be reduced from the subsequent tender quantity to be allocated to the bidder.

## 3.0 **POOR RECORD OF PERFORMANCE AND DELIVERY :**

i) A Bidder debarred under section 46 of the RTPP Act 2012 shall not be eligible to participate in any procurement process undertaken by-

- (a) any Procuring Entity, if debarred by the State Government; and
- (b) a Procuring Entity if debarred by such procuring Entity

ii) 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. Severment of business relations will be done in case of following circumstances for the period and with the recovery mentioned against each:

i) When vendor does not accept order awarded on its accepted price and terms and conditions or does not comply with contractual formalities.	Forfeiture of EMD/cancellation of vendor registration to recover amount of EMD along with severment of business relations for three years from the date of issue of order.
ii) When vendor complies with contractual formalities but does not commence supplies.	Levy of maximum recovery on account of delay in delivery along with severment of relations for a period of 2 years from the date of issue of order or in next two bids whichever is later.

#### 4.0 (A) Black listing of a firm:

After having given Show Cause Notice of 30 days, and having established & cogent reasons for blacklisting of the firm as given below, the firm should immediately be blacklisted for a period of 5 years indicating reasons of doing so, in the letter itself, and a copy of such blacklisting should be given to the firm, with the approval of CLPC:-

(i) There are sufficient and strong reasons to believe that the supplier or his employee has been guilty of malpractices such as manhandling/misbehavior with Government official by supplier or his partner/employee, bribery, corruption or abatement of such a offence in a position where he could corrupt Nigam's official, fraud, vitiating fair tender process including substitution of or interpolation in tender, mis-representation, pilfer-aging or unauthorized use or disposal of Nigam's material issued for specific work etc.

(ii) Where a supplier or his partner or his representative has been convicted by a court of Law for offences involving moral turpitude in relation to the business dealing or where security considerations including suspected disloyalty to the Nigam/state so warrant the blacklisting.

(iii) If the State Bureau of Investigation or any other authorized investigating agency recommends for blacklisting after completing the investigation.

Note: - 1 If a supplier after having tendered for a supply or after negotiations gives application voluntarily vitiating the fair tendering process, it shall also tantamount to malpractice.

Note:-2 A register containing the reasons for blacklisting the supplier as also the names of all the partner of the suppliers and the allied concerns coming within the effective influence of the blacklisted supplier will be maintained.

Note: - 3 A register of black listed supplier will be maintained which will not only include suppliers enlisted with the Enlisting Authority but also black listed suppliers in Nigam.

Note :-4 A Black listed supplier (i) shall not be entitled for registration in any of the Discom (ii) shall not be awarded any supply order in future in any Discom during the notified period.(iii) his registration if any shall stand cancelled immediately and his registration security /EMD/S.D. shall stand forfeited. (iv) In case of blacklisting of the firm by any one of Discom for the cogent prescribed reason(s) as stipulated above, the same shall be applicable to all the three Discoms and as a consequence of blacklisting, all the pending orders to that firm, will be cancelled in all three (3) Discoms with immediate effect. However in respect of completed/executed contract G.P. obligations as well as other liabilities shall be fulfilled by the supplier.

**(B) Severment of Business relation:**

(a) After having given Show Cause Notice of 30 days, and having established & cogent reasons for Severment of business relation as given below, the firm should immediately be severed the business relations for a period of 2 to 3 years indicating reasons of doing so, in the letter itself, and a copy of such severment should be given to the firm, with the approval of CLPC:-

(i) The supplier continuously refuses to pay Nigam dues without showing adequate reasons and where the purchasing authority is satisfied that no reasonable dispute attracting reference to Settlement Committee or Court of Law exists for the supplier's action of non-supply.

(ii) When vendor does not accept LOA/detailed purchase order awarded on its accepted prices and terms & conditions or does not comply with the contractual formalities.

(iii) When vendor/supplier who otherwise completed contractual formalities but does not commence supplies on the date of opening of technical bid of the fresh tender/completion of schedule delivery period whichever is later.

**Note-1**-In case supplier does not deposit outstanding dues towards Nigam, even after completion of severment period, the period of severment will continue.

2. Severment done purely/ mainly on account of non-deposition of dues against the supplier/vendor/contractor could be lifted by CLPC, if the dues are deposited prior to the expiry of such severment period.

3. Severment done by one Discom for non-supply of material and /or corresponding non-recovery of dues will not be effective in other Discoms except in respect of common purchase cases of three Discom.

4. On severment of business, the EMD/SD/vendor registration security will be forfeited.

5. The orders in execution satisfactorily will not be cancelled other than the order on which severment have been done.

**(C) DEBARMENT**

Reasons on which Debarment can be made:-

(i) The competent authority may debar the supplier on account of his performance or other disabilities, if it is no longer considered fit to remain under vendor registration as per his obligation under vendor registration.

(ii) If at any subsequent stage of inspection of firms after award of contract, it is found that firm does not have sufficient tech. staff or required/necessary technical equipments, the purchasing authority can debar the firm for one year or next tenders whichever is later. The debarment will be lifted only on re-inspection of firm's works; the defects noticed earlier are fully rectified to the satisfaction of Nigam.

(iii) When contract agreement executed and supplies commenced but could supply only up to 50% of ordered quantity and scheduled delivery period expired, then the firm can be debarred for one year or next tender whichever is later in that Discom only for that particular item/rating/ capacity/size etc.

(iv) The suppliers who have been awarded contract for supply of material is not adhering to the periodic delivery schedule, the contract awarding authority reserve the right to terminate the contract and may debar the firm in participating in tender for a period of 2 to 3 years.

Note:-1. On debarment, the EMD/ SD/Vendor Registration security shall be forfeited.

Note:- 2. If the firm is debarred in one Discom for any reasons then the same should not be applicable in other Discom subject to exception that in case of common Discoms purchases such debarment of a firm would be applicable to all three Discoms for that particular item and rating/capacity/size etc.

## **5.0 APPEALS AND APPLICATIONS:-**

Appeal against the order of blacklisting, severment and debarment can be filed before BOD within a period of 3 months from the date of intimation. The letter of appeal will be addressed to the order placing authority. Who will process the case for placing the matter in B.O.D. with in a period 60 days. The BOD may reduce or waive the penalty, if sufficient reasons/supporting documents are furnished by the supplier.



**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 only except an attested copy of BIS license (wherever it is required), failing which the bid will be summarily rejected.
- IV) However, a copy of BIS License may be submitted by the bidder up to the official working hours of one working day prior to the schedule / notified date of opening of price bid.

Signature of bidder  
With stamp  
Dated

**SCHEDULE-IV-A**

Must be filled in by the bidder and attach with technical bid

To,

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

Dear Sir,

With reference to your invitation to tender against specification No.JUD/SE/MM&C/XEN-III/TN-1713 we agree to supply the following quantity.

S.No.	Particulars of item	Tendered quantity in sets	Qty. offered	Justification of quantity offered as per qualifying requirement.	Remarks
1	2	3	4	5	6
1	11 KV CROSS ARM (ANGLE) WITH CLAMP AND TOP HAMPER	<b>320991</b>			

1. The offer is valid for a period of 120 days from the next date of opening of Techno Commercial Bid of the tender.
2. The prices are variable with the base date 01.08.2021 (irrespective of date of opening of tender).
3. It is noted that the quantities as mentioned in the specification are approximate and we agree to supply any quantity as per your order.
4. The delivery shall strictly be in accordance with delivery clause. In case we fail to deliver the material, we are liable to pay recovery for delay in delivery as per clause No. 1.24 of this Section-II of this specification.  
The material shall conform to your specification No. JUD/SE/ MM&C/XEN-III/TN-1713 and as per relevant ISS in all respect.
5. We confirm that we agree to all the terms and conditions as well as the technical stipulations of your specification No. JUD/SE/MM&C/XEN-III/TN-1713 and there are no deviations other than as specified in the Schedule-VI (A&B).

Signature of bidder  
With stamp  
Dated

**SCHEDULE-V**  
**(to be filled by the bidder)**

**GUARANTEED & OTHER TECHNICAL PARTICULARS FOR 11 KV CROSS ARM (ANGLE) WITH CLAMP AND TOP HAMPER UNDER TN-1713.**

**A. GENERAL :**

1. Name of firm :
2. Address for correspondence :
3. Address of Works :
4. GST NO. :

**B. STANDARDS & SPECIFICATION :**

1. Dimension : As per approved drawing.
2. Testing :
- a) Steel : As per IS:2062 (Latest amended). If not supported by test certificate of prime producers.

**C. TOLERANCE**

- a) Steel : As per IS:1852 (Latest amended)
- b) Length : +/- 3 mm
- c) Edge dimensions : +/- 2 mm
- d) Hole centre : +/- 2 mm
- e) Weight tolerance : +2% to (-) 4%

**D) GUARANTEED WEIGHT OF STRUCTURE : As per BOM**

**E) Properties of steel (for class `A')**

(a) Chemical composition.

- |                          |      |
|--------------------------|------|
| (i) Carbon % (Max.)      | 0.23 |
| (ii) Manganese % (Max.)  | 1.50 |
| (iii) Sulphur % (Max.)   | 0.05 |
| (iv) Phosphorus % (Max.) | 0.05 |
| (v) Silicon % (Max.)     | 0.40 |
| (vi) C.E. % (Max.)       | 0.42 |

(b) Mechanical Properties:

- |                |     |
|----------------|-----|
| UTS (Mpa) Min. | 410 |
| Y.S.(Mpa) Min. | 240 |
| EI (%) Min.    | 23  |

Signature of Bidder

Name \_\_\_\_\_

Designation \_\_\_\_\_

Common authorized seal of Bidder

**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:-

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

**(Signature)**

Name & Designation  
with seal of the bidder.

**Schedule – 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 effected. This list should be in form given below:-

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

If executed partially to be mentioned (Qty. in M.T.)	whether still to be executed	Delivery stipulated in order	Remarks
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 /Organisations.

**(Signature)**

Name & Designation  
with seal of the bidder.

**Schedule VII-A****TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s \_\_\_\_\_ (Complete address) have manufactured/ fabricated, tested and supplied similar item/higher rating of tendered material /equipments in last three financial years from the date of opening of Techno-Commercial bid to the Utilities/ Discoms/ Government Department/SEBs, as detailed out below:-

S.No.	Financial year in which material supplied	Detailed of Particulars of item(s) supplied	Name and particulars of purchasing authority	Order No. & date against which item supplied	Unit in set / MT	Ordered		Actual supplied up to		Remarks
						Quantity* (sets & MT)	Value (Rs.)	Quantity* (sets & MT)	Value (Rs.)	
1	2	3	4	5	6	7	8	9	10	11

**\*The quantity should be mentioned in sets as well as in MT.**

Signature

Signature of

**Name & designation**  
**With seal of the Bidder**  
**Date.....**  
**Place.....**

**C.A. of firm with seal**  
**Name:**  
**Address:**  
**Membership No.:**  
**UDIN no.**

The above particulars are true and correct based on explanations, records and books of accounts produced before us. Further the above certificate issued on the request of the Company.

**C.A. firm (.....)**

Note: The C.A. Certificate must be furnished either in original or copy duly attested by Notary. The bidder shall also sign and affix seal on the C.A. Certificate. The certificate should have membership number with the name & address of the chartered accountant. C.A. Certificate should clearly indicate the Rating, quantity supplied, period of supply in the format prescribed, any deviation to format or information diverted format, will not be considered and rejected.

**SCHEDULE-VIII**

**JODHPUR VIDYUT VITRAN NIGAM LIMITED**  
**DELIVERY SCHEDULE**  
**PART-A**

The delivery schedule of the material by the Purchaser is as mentioned here under:-

S.No.	Particular of material	Delivery
(I)	11 KV CROSS ARM (ANGLE) WITH CLAMP AND TOP HAMPER	The bidder is required to quote monthly delivery. Commencement period shall be 30 days from the date of receipt of purchase order and entire supply shall be completed in <b>Eight months at equal monthly rate</b> thereafter.

Note :- In case ordered quantity is different than quoted quantity, then monthly delivery shall be adjusted proportionately. Tenders in which monthly delivery schedule is not indicated shall be ignored.

**PART-B**

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

S.No.	Particular of material	Commencement period	Rate of supply monthly	Period for completion of delivery of entire material

Note:- (i) During the commencement period, the approval of drawing, B.O.M. and model assembly shall be got completed.  
(ii) 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 E-mail Id:
3. GST No.:
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.:
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 along with 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**

**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 the date of District Industries Center, \_\_\_\_\_.

Place \_\_\_\_\_

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

**VERIFICATION**

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

**DEPONENT**

GENERAL  
**AMENDMENT IN ITB AND GCC**

The various clauses wherever appearing in the Instructions to Bidders (ITB), General Conditions of Contract (GCC), Technical Specifications, Qualification Requirements, various Schedules etc., are hereby amended to the extent as under:-

**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 is proper format / not confirmed by the issuing Bank the same would not be accepted and the bidder would be immediately shorted out from bid process.

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

**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 **45<sup>th</sup> day** after receipt of duly verified challans / receipts / bill in the office of paying authority {Sr. Accounts Officer (Cash & CPC) Jodhpur Discom, Jodhpur / Concerned Circle Accounts Officer} and completion of contractual formalities. But in case of delay in payment the purchaser shall not be liable to pay any interest on the outstanding amount to the contractor / supplier.

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

**7) APPEAL:**

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

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

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

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

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

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

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

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

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

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

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

- 8) The bidders should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officers, should not have business activities suspended, should not be blacklisted or debarred by any utility/ government agency, should not have a conflict of interest. For this bidder is required to furnish a Declaration as per Appendix-C, on Rajasthan Non-Judicial Stamp Paper of Rs. 100/ (excluding surcharge on Stamp Paper, as per rules).”
- 9) In case the terms & conditions mentioned in PO, ITB & GCC are modified/differ from RTPP Act, then RTPP Act shall supersede.

**Addendum in 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 of supply made to the licensed power utility out side India, the C.A. certificate furnished by 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 prices 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.

**(iii) 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 such firm. The balance, if any, will be distributed in the same proportion as indicated above 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.

**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**

**FORM OF BID-SECURING DECLARATION**

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

**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.]**

**APPENDIX-C**

**Declaration by the Bidder**

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

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

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

Signed \_\_\_\_\_  
Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_

Corporate Seal \_\_\_\_\_

\_\_\_\_\_