

**Two Part Bid**

JODHPUR VIDYUT VITARAN NIGAM LIMITED
OFFICE OF THE SUPERINTENDING ENGINEER (MM&C)
NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR –342 003
Corporate Identity Number (CIN)-U40109RJ2000SGC016483 GST No. 08AAACJ8578R1ZJ
TELEPHONE: 0291-2651376 FAX: 0291-2746539
Mail Address: semmcjdvnl@gmail.com

RATE CONTRACT OF PRE- PRINTED CONTINUOUS COMPUTER STATIONARY

| Sr. No. | Various type of Pre- printed continuous computer Stationary |
|---------|---|
| 1. | (A) LT Bill size : 15"x 12"x1 = 80 GSM two colour with reverse printing (2 Bills on each sheet) in single color. (B) LT Bill size : 15"x 12"x1 = 80 GSM two colour with reverse printing (2 Bills on each sheet) in two color. |
| 2 | Ledger size : 15"x 12"x1 = 60 GSM one colour |
| 3 | Cash Receipt (A-6) size : 15"x 12"x1 = 60 GSM one colour printing (4 receipts on each sheet, (2+2) for consumers and Discom. |
| 4 | Disconnection Notice cum orders : 15"x 12"x1 = 60 GSM one colour printing (6 receipts on each sheet, (3+3) for consumer and Discom, with reverse printing. |
| 5 | A-9, size : 15"x 12"x1 = 60 GSM one colour printing (4 receipts on each sheet, (2+2) for consumers and Discom. |
| 6 | A-10, size : 15"x 12"x1 = 80 GSM One colour (with reverse printing), (3 vertical copy on each sheet) |
| 7 | Plain Stationery size 15"x12"x1 = 60 GSM |
| 8 | Security Notices size 15"x 12"x1 = 60 GSM one colour printing (6 receipts on each sheet, (3+3) for consumer and Discom, with reverse printing. |
| 9 | HT Bill size 10"x12"x1 = 80 GSM one colour with reverse printing |
| 10 | Amnesty Notice size 10"x 12"x1 = 60 GSM one colour printing (2 Notices on each sheet, (1+1) for consumer and Discom, with reverse printing. |
| 11 | HTB – 1 size 10"x12"x1 = 70 GSM one colour with reverse printing |
| 12 | Annual Ledger size : 15"x 12"x1 = 60 GSM one colour |

| | | |
|----|----------------------------------|--|
| A. | NIT No. | TN-1723 |
| B. | Last date for receipt of tenders | 26.10.2021 up to 12:00 PM |
| C. | Date & time of tender opening | 26.10.2021 at 3:00 PM |
| D. | Cost of Specification | Rs. 2,950.00 (Two Thousand Nine Hundred & Fifty only) For MSME unit of Rajasthan: Rs. 1,475 (One Thousand Four Hundred & Seventy Five only) |
| E. | Processing of RISL | Rs. 1,000.00 per set (One Thousand only) |
| F. | Bid security to be deposited | 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/- duly notarized (excluding surcharge on Stamp Paper, as per rules) |
| G. | Validity | 120 days from the next date of opening of techno-commercial bid. |

IMPORTANT DATES:

| S.N. | Events | Date & Time | Location |
|------|---|---|--|
| 1. | Last Date of downloading of tender specifications | Up to 25.10.2021 (04:00 PM) | www.jdvnl.com & http://www.eproc.rajasthan.gov.in |
| 2. | Deposit of cost of:- (i) Tender Specifications (ii) Processing fee (iii) Performa of Bid security declaration form | Up to 25.10.2021 (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 26.10.2021 (12:00 PM) | http://www.eproc.rajasthan.gov.in |
| 4. | Opening of Technical Bid | 26.10.2021 (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/- duly notarized (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 VII on Non-Judicial Stamp of Rs. 100/-.

SECTION- III**TECHNICAL SPECIFICATION FOR RATE CONTRACT OF PRE- PRINTED CONTINUOUS COMPUTER STATIONARY UNDER TN-1723****1.01 SCOPE:**

The specification covers rate contract for a period of one year for design, manufacture and printing, inspection at store, supplied at Jodhpur store of various types of Pre- Printed Continuous Computer Stationery, which is extendable for three months, as per RTPP and mutual consent of supplier and purchaser. The content to be print shall be provided to the successful bidders.

1.02 SCHEDULE OF TECHNICAL SPECIFICATION:

- i) Requirement schedule for rate contract of design, manufacture and printing of various types of Pre- Printed Continuous Computer Stationary with perforation as suitable required for which detail of rate schedule enclosed as Schedule-II with the specification. The papers should be of good quality, reputed brand & according to the GSM.
- ii) The tenderer should clearly indicate type and brand of paper used along with GSM of paper.
- iii) Reputed brand viz. HPCL, Orient, Ballarpur, Century, Andhra Paper Mills, Star, West Cost, ABC, Shreansh, Madhya Bharat, Magnum, Shiva Paper Mills, Mohit Paper Mills, Shree Shyam, Simplex, Shree Bhawani etc stationary papers shall be preferred.
- iv) Soft copy of final matter to be printed shall be given by the firm in Compact Disc (CD) to the order placing authority. Compact Disc (CD) shall be arranged by the firm.

1.03 SCHEDULE OF REQUIREMENT:

The different types of pre- printed continuous computer stationary are required to be supplied as per the Nigam requirement.

1.04 SAMPLES:

Along with tender the tenderer should furnish samples of intended Continuous Computer Stationary to be used for printing as per specification shown in the Schedule-I, failing which the offer is likely to be ignore.

As the printing material shall be supplied by successful bidders therefore supplier has to get approval of pre- commencement sample comprising of stationary with printing material.

1.05 PROOF READING

The first proof will be read by the firm second & final proof will be routed by this office.

1.06 DEPARTURE FROM SPECIFICATION:

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

1.07 PRICE:

The quoted rate contract price shall remain firm during the contract period. The prices shall be f.o.r. destination Jodhpur store on FIRM basis inclusive of packing & forwarding charges, freight & insurance charges and GST etc.

1.08 TRANSPORTATION:

As the prices are unit F.O.R. destination Jodhpur store therefore, transportation charges upto ACOS, Jodhpur has to be borne by the supplier.

1.09 INSPECTION:

The material shall be subject to pre-acceptance inspection at the ACOS, JdVVNL, Jodhpur by the DCOS, JdVVNL. During inspection if quality of paper used is found inferior than as prescribed in work order, the entire printed material shall be rejected. Further any damaged/defective/torn/misprinted stationary shall be liable to reject/replacement at the option of purchaser.

1.10 PACKING :

The pre- printed material should be packed in cartoons which should be easy to handle/ carry and should be protected from water, dust etc.

1.11 DELIVERY SCHEDULE:

The delivery of material shall completed within 30 days from the date of issue of PO against the rate contact for each consignment.

1.12 TENDERS:

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

1.13 GENERAL:

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

1.14 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.

1.15 ADDITIONAL ORDER

Initially the contract period shall be for one year and may be extended for three months as per RTPP, on mutual consent of supplier and purchaser on same rates, terms and conditions.

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

Schedule – I**SCHEDULE OF REQUIREMENT OF ITEM**

| Sr. No. | Various type of Pre- printed continuous computer Stationery |
|----------------|---|
| 1. | (A) LT Bill size : 15''x 12''x1 = 80 GSM two color with reverse printing (2 Bills on each sheet) in single color. (B) LT Bill size : 15''x 12''x1 = 80 GSM two color with reverse printing (2 Bills on each sheet) in two color. |
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JODHPUR VIDYUT VITRAN NIGAM LIMITED

Schedule – III (A)

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.

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 – III (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 – IV****JODHPUR VIDYUT VITRAN NIGAM LIMITED**

A Govt. of Rajasthan Undertaking
LIST OF PAST SUPPLIES/RATE CONTRACT

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 /Organizations.

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

Schedule – V

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:-

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

As per Cl. 1.11 of section-III

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. of Material | Particulars | Commencement period per Month. | Rate of supply per Month material | Period for completion of delivery of entire |
|----------------------|-------------|-----------------------------------|---|--|
|----------------------|-------------|-----------------------------------|---|--|

- 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 – VI****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. Place where works exist.
3. GST registration no.
4. Details of machinery particularly with B.H.P. of each item installed.
5. Details of staff employed in the works.
6. Date when started the manufacturing of item under reference.
7. List of items manufactured.
8. Literature and drawings of items manufactured showing their description, size, design and other important technical particulars.
9. Details of order so far, executed alongwith the names of organization to whom supplied.
10. Manufacturing capacity.
11. Is the workshop open for inspection by the representative of the board, if required?
12. Statement of financial resources and Banking Reference alongwith Balance-Sheet for previous two years.
13. Testing facilities available for the manufactured articles in the testing laboratory of works.
14. Whether the Firm is a small/medium/large scale industry.
15. Registration No. with :-
 - i. Small Scale, National/State.
 - ii. DGTD
 - iii. State Industries Department.

(Signature)

Name & Designation
with seal of the bidder.

Schedule – VII

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

FORMAT OF AFFIDAVIT

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

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

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

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

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

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

Place _____

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

VERIFICATION

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

DEPONENT

**GENERAL
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 **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 RTTP 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 RTTP Rule 2013 the fee shall be as under:-
- a. For First Appeal:- Rs. 2,500/- (Rupees Two Thousand Five Hundred Only)+GST.
- b. For Second Appeal:- Rs. 10,000/- (Rupees Ten Thousand Only)+GST.
- iii) It is further intimated that the fee shall be paid in the form of Demand Draft of Bankers Cheque of a Scheduled Bank payable in the name of Sr. Accounts Officer (Cash & CPC), JdVVNL, Jodhpur.
- iv) Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:
- v) Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.
- vi) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- vii) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- 8)** The bidders should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officers, should not have business activities suspended, should not be blacklisted or debarred by any utility/ government agency, should not have a conflict of interest. For this bidder is required to furnish a Declaration as per Appendix-C, on Rajasthan Non-Judicial Stamp Paper of Rs. 100/ (excluding surcharge on Stamp Paper, as per rules).”
- 9)** In case the terms & conditions mentioned in PO, ITB & GCC are modified/differ from RTPP Act, then RTPP Act shall supersede.

ADDENDUM IN ITB

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

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

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

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

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

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

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

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

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

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

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

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

40% to L1
20% to L2
10% to L3
06% to L4

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

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

APPENDIX-A

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

PERFORMA OF BANK GUARANTEE FOR BID SECURITY

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

To,

The Superintending Engineer (MM&C),
 Jodhpur VidyutVitaran 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 VidyutVitaran 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 VidyutVitaran Nigam Limited, Jodhpur.
9. All disputes arising under the said guarantee between the Bank and the Nigam or between the Contractor and the Nigam pertaining to the guarantee, shall be subject to the jurisdiction of the Courts in Jodhpur, Rajasthan alone.

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

Yours faithfully,
Bankers (EXECUTANT)
Signed by the above named Bank in presence of :
(signature with full Name and Address)

Witness :

1. _____.
2. _____.

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

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

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

APPENDIX-B

FORM OF BID-SECURING DECLARATION

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

ANNEXURE-A

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

We, the undersigned declare that:

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

**Firm's Name
Seal & Signature**