



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

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SPECIFICATION NO. JDVVNL/SE (MM&C)/TN-1769

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

S.No	Name of Item	Quantity (Approx)	Estimated unit f.o.r. destination price in Rs.
1.	RAIN COATS	7500 Nos	393.00

A.	NIT No.	TN-1769
B.	Last date for receipt of tenders	28.01.2022 upto 12:00 PM
C.	Date & time of tender opening	28.01.2022 at 3:00 PM
D.	Cost of Specification	Rs. 2,950.00 (Two Thousand Nine Hundred & Fifty only) For MSME Of Rajasthan: Rs. 1,475 (One Thousand Four Hundred & Seventy Five only)
E.	Processing of RISL	Rs. 1,000.00 per set (One Thousand only)
F.	Bid security to be deposited	General Bidder : Rs 58,950.00 Sick Unit : Rs. 29,475.00 SSI unit of Rajasthan: Rs. 14,738.00*
G.	Validity	120 days from the next date of opening of techno-commercial bid.

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

The 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 attest documentary evidence duly attested by notary to claim the above

IMPORTANT DATES:

S.N.	Events	Date & Time	Location
1.	Last Date of downloading of tender specifications	Up to 27.01.2022 (04:00 PM)	www.jdvvnvl.com & http://www.eproc.rajasthan.gov.in
2.	Last Date of Deposit of cost of Tender Specifications, Processing fee & Bid Security	Up to 27.01.2022 (4:00 PM)	Office of Sr. A.O (Cash & CPC)/ SE(MM&C), JdVVNL , New Power House, Industrial Area, Jodhpur
3.	Last Date & time of submission of electronic bid	Up to 28.01.2022 (12:00 PM)	http://www.eproc.rajasthan.gov.in
4.	Opening of Technical Bid	28.01.2022 (03:00 PM)	http://www.eproc.rajasthan.gov.in
5.	Opening of Price Bid	To be intimated separately to the qualified bidders	http://www.eproc.rajasthan.gov.in

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

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



SECTION-III

TECHNICAL SPECIFICATION FOR SUPPLY OF RAINCOAT AGAINST TN -1769.**3.01 SCOPE:**

This specification covers the manufacture, testing, before dispatch and delivery at our stores of Rain Coat.

3.02 SCHEDULE OF TECHNICAL SPECIFICATION:

Rain Coat should be in two half i.e. paint and jacket with cap of good quality and should be of khaki / dark green and synthetic type (not in cotton). The end of sleeves of jacket & paint bottom shall have elastic. The belt for tightening shall also be provided at the waist of paint (along with elastic) and at the bottom of jacket. Tenderer must mention the thickness of material used for manufacture of raincoat. It must have good quality of chain and button also. The Raincoat should have fixing arrangement of cap with jacket with chains. The Raincoat should have reflecting strip on back side and JdVVNL mark with reflecting properties on front side.

Size of Jacket & Paint:

1. Jacket- i. Length- 30 Inches
ii. Chest - 56 Inches
2. Pant- Length- 42 Inches

3.03 SCHEDULE OF REQUIREMENT:

The approximate requirement of Raincoat is as under:

Raincoat : 7500 Nos.

This requirement is tentative and the purchaser may increase /decrease the net quantity to be purchased at the time of deciding the tender.

3.04 GUARANTEED TECHNICAL AND OTHER PARTICULARS.

The tenderer shall furnish complete guarantee and other particulars of material offered by him as per Schedule-V A.

3.05 SAMPLES:

Tenderers shall furnish one sample along with their tender for approval failing which their offer is liable to be ignored.

3.06 INSPECTION AND TESTING:

It shall be governed by the clause No. 1.27 of the General Condition of Contract and as per relevant GTP of P.O.

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

The material shall be tested and inspected by an authorized inspecting officer / inspecting agencies nominated by the purchaser before dispatch. Samples shall be drawn for

inspection/testing as per provisions of the relevant IS/purchase order. The purchaser reserve the right to get the material tested in any testing laboratory before dispatch.

3.07 PREFERENCE:

The offers of standard make and the manufacture shall be accepted with ISI mark Raincoat. Shorter delivery period shall be preferred.

3.08 AUTHORIZATION CERTIFICATE:

In case the bidder themselves is not manufacturer of the item then they have to furnish an authorization letter from the manufactures confirming that you are the authorized dealer / sole distributor / sole selling agent in the region and you are authorized to quote on their behalf shall be enclosed along with tender offer. In case of offering an imported brand a letter from the manufacturer confirming that you are their authorized representative in the country and authorized to quote on their behalf shall be enclosed along with tender offer.

3.09 DELIVERY:

Delivery of ordered material should commence within one month from the date of receipt of detailed purchase order and shall be completed within Two Month thereafter at equal monthly rates. However you can offer the material even earlier. The month of commencement and completion of supply should be expressed precisely.

3.10 PRICES:

The prices shall be quoted in Rs. per unit on F.O.R. destination basis in the manner detailed in schedule of Prices (BOQ) indicating details of ex-works price, freight & Insurance charges and GST for delivery at our stores

The bidder must quote prices on “FIRM” price basis.

3.11 DEPARTURE FROM SPECIFICATION:

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

3.12 TENDERS:

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

3.13 GENERAL:

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

3.14 MARKING:

Each Raincoat shall be mark with the following:

- a) Name of manufacture.
- b) Month and year of manufacture.
- c) JdVVNL
- d) Lot / batch Number.
- e) TN-1769

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

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

3.16 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.

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



SCHEDULE OF REQUIREMENT

Statement showing the requirement of Raincoat against TN-1769

S.No.	Description of the equipment required	Quantity (Nos.)
1.	RAINCOATS	7500

Note: The quantity indicated above is only provisional and the purchaser reserves the right to either revise the same or purchase any ratio in any number as per requirement at the time of deciding the tender.

SCHEDULE- II

PURCHASE OF RAIN COATS AGAINST TN-1769

PRICE ARE `FIRM`

Schedule – III

**JODHPUR VIDYUT VITRAN NIGAM LIMITED****A Govt. of Rajasthan Undertaking****Prescribed technical specification for supply of Raincoats**

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

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

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

Name & Designation
with seal of the bidder.

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

To

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

Dear Sir,

With reference to your invitation to tender against specification No. **JDVVNL/SE/MM&C/TN-1769**, we agree to supply the following quantity:-

S. No	Particulars of item	Tendered Quantity (In Nos.)	Qty. Offered (In Nos.)	Justification of quantity offered as per qualifying requirement.	Remarks
1	2	3	4	5	6
1.	Rain Coat	7500			

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 firm in all respect.
3. It is noted that the quantities as mentioned in the specification are approximate and we agree to supply any quantity as per your requirement.
4. The delivery shall strictly be in accordance with our delivery clause. 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. **JDVVNL/SE/MM&C/TN-1769** and as per relevant ISS in all respect.
5. We confirm that we agree to all the terms & conditions as well as the technical stipulations of your specification No. **JDVVNL/SE/MM&C/TN-1769** and there are no deviations other than as specified in the Schedule VI (A&B).

Signature of tenderer

with stamp



Schedule – V

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

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

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

S.No.	Particulars of technical & other Performance data	Reasons for deviations/departure.
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(Signature)
 Name & Designation
 with seal of the bidder.

SCHEDULE-V-A

GUARANTEED TECHNICAL AND OTHER PARTICULARS FOR SUPPLY OF RAINCOATS AGAINST TN-1769.

S.No	PARTICULARS	TO BE FURNISHED BY BIDDER
1.	Name and works address of Manufacturer & Supplier	
2.	GST Registration No.	
1.	Material Used	
2.	Dimensions	
	A) Length	
	B) Breadth	
	C) Thickness	
3.	Physical Properties	
	A) Tensile Strength KgF/Cm ²	
	B) Elongation At Break	
	C) Compression Set	
4.	Water Proofing	
5.	ISI Marking	
6.	Marking	
	A) Name Of Manufacturer	
	B) Month And Year Of Manufacturing	
	C) JdVVNL	
	D) Lot / Batch Number.	
7.	Any Other Information	

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.



JODHPUR VIDYUT VITRAN NIGAM LIMITED

A Govt. of Rajasthan Undertaking

DEPARTURE/DEVIATION FROM COMMERCIAL TERMS & CONDITIONS OF THE SPECIFICATION

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

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

(Signature)

Name & Designation
with seal of the bidder.



JODHPUR VIDYUT VITRAN NIGAM LIMITED

A Govt. of Rajasthan Undertaking

LIST OF PAST SUPPLIES

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

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

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

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

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

Schedule – VIII

JODHPUR VIDYUT VITRAN NIGAM LIMITED
A Govt. of Rajasthan Undertaking

DELIVERY SCHEDULE**PART-A**

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

S.No.	Particulars of Material	Commencement period per Month.	Rate of supply per Month	Period for completion of delivery of entire material
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As per clause no.3.09 of the tender specifications.

PART-B

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

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



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 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 along with 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 along with 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.

GENERAL PARTICULARS ABOUT THE TENDER IN BRIEF

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

TELEPHONE: 0291-2651376**FAX: 0291-2746539**

BID DOCUMENTS FOR PURCHASE OF RAIN COATS UNDER. SPECIFICATION NO. JDVVNL/SE (MM&C)/TN-1769

NIT No.	TN-1769
Last date for receipt of tenders	28.01.2022 up to 12:00 PM
Date & time of tender opening	28.01.2022 at 3:00 PM
Cost of Specification	Rs. 2,950.00 (Two Thousand Nine Hundred & Fifty only) For MSME Of Rajasthan: Rs. 1,475 (One Thousand Four Hundred & Seventy Five only)
Processing of RISL	Rs. 1,000.00 per set (One Thousand only)
Bid security to be deposited	General Bidder : Rs 58,950.00 Sick Unit : Rs. 29,475.00 SSI unit of Rajasthan: Rs. 14,738.00*
Validity	120 days from the next date of opening of techno-commercial bid.

*** In case of SSI units of Rajasthan quotes less than the tendered quantity then they are required to furnish Bid Security @ 0.5% of the estimated value of quantity offered on the basis of estimated unit FOR destination price mentioned above:**

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 attest documentary evidence duly attested by notary to claim the above

VERY VERY IMPORTANT:

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

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

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

Schedule – XI

(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)
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- (i)
- (ii)
- (iii)
- (iv)
- (v)

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

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

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

Place _____

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

VERIFICATION

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

DEPONENT

GENERAL

Amendments in GCC & ITB

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

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

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

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

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

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

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

PERFORMANCE SECURITY

- (i) Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- (ii) The amount of performance security shall be **five percent** of the amount of supply order in case of procurement of goods and services and **ten percent** of the amount of work order in case of procurement of works. In case of **Micro, small and Medium scale Industries** of Rajasthan it shall be **one percent** of the amount of quantity ordered for supply of goods and

in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be **two percent** of the amount of supply order.

3) VENDOR REGISTRATION

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

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

5) Due Date of payment:

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

- i. 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 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-B, on Rajasthan Non-Judicial Stamp Paper of Rs. 100/ (excluding surcharge on Stamp Paper, as per rules).”
- 9) In case the terms & conditions mentioned in PO, ITB & GCC are modified/differ from RTPP Act, then RTPP Act shall supersede

ADDENDUM IN ITB

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

1.12.2 (A) for quantity allocation

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

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

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

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

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

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

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

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

20% to L1

15% to L2

10% to L3

05% to L4

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

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

40% to L1

20% to L2

10% to L3

06% to L4

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

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

APPENDIX-A

Bank Guarantee No. _____.

Security Amount : _____.

Issued on dated : _____.

Valid upto : _____.

Claim upto / Grace period: _____.

PERFORMA OF BANK GUARANTEE FOR BID SECURITY

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

To,

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

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

6. This guarantee shall not cease or determine, if the purchaser grants time or indulgence or vary the terms of the contract with the Contractor or without our consent or knowledge.
7. The guarantee herein contained shall not be affected by any change in the constitution of the Contractor.
8. We _____(Bank Name) further undertake not to revoke this guarantee during its currency except with the previous consent of the Superintending Engineer (MM&C), Jodhpur Vidyut Vitaran Nigam Limited, Jodhpur.
9. All disputes arising under the said guarantee between the Bank and the Nigam or between the Contractor and the Nigam pertaining to the guarantee, shall be subject to the jurisdiction of the Courts in Jodhpur, Rajasthan alone.
10. This guarantee will remain in force up to and including one hundred eighty (180) days after the date of the opening of bids, i.e. upto _____, with a further grace period of Ninety (90) days and any demand in respect thereof should reach the Bank not later than the above date.

Yours faithfully,

Bankers (EXECUTANT)

Signed by the above named Bank in presence of :
(signature with full Name and Address)

Witness :

1. _____.
2. _____.

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

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

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

APPENDIX-B

Declaration by the Bidder

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

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

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

Signed _____

Name _____

In the capacity of _____

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

Dated on _____ day of _____

Corporate Seal _____

ANNEXURE-A

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

We, the undersigned declare that:

1. Our firm, its affiliates or 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