


JODHPUR VIDYUT VITRAN NIGAM LIMITED

Corporate identity Number (CIN)- U40109RJ2000SGC016483

Regd. Office: NEW POWER HOUSE, JODHPUR-342003

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NO: JdVVNL/SE (TW)/JU/ XEN (TW)/TN-579/D 1844 Dated 09-11-2021

AMMENDMENT

In pursuance to the notification for Rajasthan Transparency in Public procurement (Fourth Amendment) Rules, 2021 published in the Rajasthan Gazette Extraordinary dated 22-October-2021 following new clause 27A is inserted after existing clause no. 27 of the General Condition of Contract (GCC) for TN TW-579:

"27A. Additional Performance Security-

- (1) In addition to Performance Security as specified in clause no. 27, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through Demand Draft, Banker's Cheque, or Bank Guarantee. The BG shall be furnished on non-judicial stamp papers worth 0.25 % of BG value & max. upto Rs. 25,000/- in the prescribed format in favour of the concern circle Superintending Engineer [O&M], JdVVNL. The Additional Performance Bank Guarantee is to be remained valid for a period of commencement & completion period from the date of commencement of contract in the first instant and may have to be extended if desired. It will be the sole duty of contractor to get the APBG extended well in time to maintain its validity as desired by the JdVVNL.

Explanation: For the purpose of this clause,-

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
 (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
 (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the JdVVNL when work is not completed within stipulated period by the contractor."

Further, the last date of submission of bid and opening date of E-Techno commercial bid for TNTW-579 is hereby extended as mentioned hereunder:-

S. No.	TNTW No.	Previous Date & Time			Now Extended Date & Time		
		Last date of fees submission	Last date of bid submission	Date of opening tender	Last date of fees submission	Last date of bid submission	Date of opening tender
1	579	08.11.2021 at 03:00 PM	09.11.2021 at 03:00 PM	10.11.2021 at 03:00 PM	22.11.2021 at 05:00 PM	23.11.2021 at 03:00 PM	24.11.2021 at 03:00 PM

**The other terms and conditions of tender shall remain unchanged.
 This bears the approval of competent authority.**

Encl.: Performa for Additional Performance Security


**SUPERINTENDING ENGINEER (TW)
 JODHPUR DISCOM, JODHPUR**

Copy to:

1. The Addl. Chief Engineer (S&T-CSS), JdVVNL, Jodhpur.
2. The Zonal Chief Engineer (BMRZ), JdVVNL, Barmer.
3. The Superintending Engineer (IT), JdVVNL, Jodhpur for uploading on Discum website.


Superintending Engineer (TW)

PERFORMA FOR ADDITIONAL PERFORMANCE BANK GUARANTEE FORM

(On non-judicial stamp paper of Govt. of Rajasthan worth 0.25% of BG value or Maximum Rs.25000/- whichever is less)

To,

The Superintending Engineer (O&M),
Jodhpur Vidhyut Vitran Nigam Limited,
_____.

Dear Sir,

THIS DEED OF GUARANTEE is made this day _____ of _____ of the year _____ between the **SUPERINTENDING ENGINEER (O&M)**, Jodhpur Vidhyut Vitran Nigam Ltd. (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the one part and the _____, having its head office at _____ hereinafter _____ hereinafter called "The Bank" (which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the other part.

WHEREAS MESSERS _____ (hereinafter called contractor) agreed for _____ Labour Rate / Turn Key Basis to the **SUPERINTENDING ENGINEER (O&M)**, JODHPUR VIDHYUT VITRAN NIGAM LTD. against Work order No. _____ dated _____ (hereinafter referred to as the contract).

AND WHEREAS as per the terms of the contract it was provided that the contractor should furnish a Bank Guarantee Fifty Percent of Unbalance Bid Amount Rs. _____ (Rupees _____) (i.e. positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the contractor), so as to make it meet the guarantee and requirements of the contract as per clause no. 27A of GCC.

AND WHEREAS at the request of the contractor the Bank has agreed to execute these present.

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NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

1. The Bank hereby guarantees to the **SUPERINTENDING ENGINEER (O&M), JODHPUR VIDHYUT VITRAN NIGAM LIMITED**, the fulfillment by the contractor of the various obligations imposed on him under the aforesaid contract including the obligations of the contractor to timely execute /complete erection work of good quality and workmanship and the Bank undertakes to indemnify and keep the **SUPERINTENDING ENGINEER (O&M), JODHPUR VIDHYUT VITRAN NIGAM LTD.** indemnified to the extent of Rs. _____ (in words Rupees _____) against any loss or damage that may be caused to or suffered by the **JODHPUR VIDHYUT VITRAN NIGAM LTD.** by reason of any failure by the contractor to timely executing/completing erection work of good quality and workmanship as.

The decision of the **SUPERINTENDING ENGINEER (O&M), JODHPUR VIDHYUT VITRAN NIGAM LTD.** as to whether the contractor has failed or neglected to perform or discharge their duties and obligations as aforesaid and as to the amount payable to the **SUPERINTENDING ENGINEER (O&M), JODHPUR VIDHYUT VITRAN NIGAM LTD.** by the Bank herein shall be final and binding on the Bank.

2. The guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the obligations to the **JODHPUR VIDHYUT VITRAN NIGAM LTD.** under or by force of the contract have been fully and properly discharged by the said contractor, subject however, to the conditions that the **JODHPUR VIDHYUT VITRAN NIGAM LTD.** will have no right under this guarantee after date of completion / commissioning / taking over of the work, provided further that if any, claim arises by virtue of this guarantee before the aforesaid date, the same shall be enforceable against this bank notwithstanding the fact that the same is enforced after the aforesaid date.

3. The guarantee herein contained shall not be affected by any change in the constitution of the contractor or Bank.

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4. The **SUPERINTENDING ENGINEER (O&M)**, JODHPUR VIDHYUT VITRAN NIGAM LTD. shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by the NIGAM against contractor and either to enforce or forebear from enforcing any of terms and conditions of the said contract and the Bank shall not be released from its liability under this guarantee and exercise of JODHPUR VIDHYUT VITRAN NIGAM LTD. of the liberty with reference to the matter aforesaid or by the reasons time being given to the contractor or any other forbearance, act or omission on the part of the JODHPUR VIDHYUT VITRAN NIGAM LTD. to the contractor or by any other matter or thing whatsoever which under the law relating to the sureties shall but for this provision have the effect of so releasing the bank from such liability.
5. The decision of the **SUPERINTENDING ENGINEER (O&M)** or any other officer exercising the powers of **SUPERINTENDING ENGINEER (O&M)**, JODHPUR Vidhyut Vitran Nigam Ltd. shall be the final.
6. The Bank further undertakes not to revoke the guarantee during its currency except with the previous consent of the, **SUPERINTENDING ENGINEER (O&M)**, JODHPUR Vidhyut Vitran Nigam Ltd. in writing.
7. 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 Courts, only at JODHPUR in Rajasthan alone.
8. Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain in force up to _____ unless demand or claim in writing is presented on the Bank within six months from that date, the Bank shall be released and discharged from all liabilities there under. However the validity of the bank guarantee shall be extended as and when required by the Nigam.
9. IN WITNESS WHEREOF THE BANK HAS executed these presents the day and year written above.





Yours faithfully,

Bankers (Executants)

Signed by the above named Bank in presence (Name and Address)

Witness 1.

Witness 2.

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

Note: In case the contract is awarded to a joint venture, the contract performance bank guarantee shall be in the name of the joint venture covering all partners of the joint venture, not in the name of the lead partner or any partner(s) of the Joint Venture alone.

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