

**JODHPUR VIDYUT VITARAN NIGAM LIMITED
(MATERIAL MANAGEMENT & CONTRACT)****NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR -342003****TELEPHONE: 0291-2742223/ FAX: 0291-2746539/E-mail-semmcjdvvnl@gmail.com****Corporate Identity Number (CIN)-U40109RJ2000SGC016483 GST No. 08AAACJ8578R1ZJ****TENDER SPECIFICATION NO. JdVVNL/SE (MM&C)/EIIAII/TN-1430**

Tenders are hereby invited in e-tender system for purchase of **LT SHACKLE INSULATOR**.
Tenders are to be submitted online in electronic format on website
<http://eproc.rajasthan.gov.in>.

The details are as under-

S.No.	Name of Item	Quantity
1	LT SHACKLE INSULATOR	1,07,598 Nos.

A	NIT No.	TN-1430
B	Cost of tender specifications	Rs.2950.00 (Two Thousand Nine Hundred Fifty Only) (50% for MSME)
C	Processing fee of RISL	Rs.1000.00 (One Thousand Only)
D	Bid security to be deposited	General Bidder : Rs 32,903.47 Sick Unit of Rajasthan : Rs 16,451.73 SSI unit of Rajasthan: Rs. 8,225.87
E	Validity	120 days from the next date of opening of techno-commercial bid.

***In case SSI unit of Rajasthan quotes quantity less than the tendered quantity, then they are required to furnish Bid security @ 0.5% of the estimated 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 attested documentary evidence duly attested by notary to claim the above.

IMPORTANT DATES

S.N.	Events	Date & Time	Location
1	Date of downloading of tender specifications	Up to 28.01.2019 (06:00 PM)	www.jdvvnl.com & http://eproc.rajasthan.gov.in
2	Deposit of cost of Tender Specifications & Earnest Money and furnishing of Processing fee	Up to 28.01.2019 (04:00 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 29.01.2019 (12:00 PM)	http://eproc.rajasthan.gov.in
4	Opening of Technical Bid	29.01.2019 (03:00 PM)	http://eproc.rajasthan.gov.in
5.	Opening of Price Bid	To be intimated separately to the qualified bidders	http://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) 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 **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 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 is not in proper format / not confirmed by the issuing Bank the same would not be accepted and the bidder would be immediately sorted out from bid process.

SECTION-III

TECHNICAL SPECIFICATION OF LT SHACKLES INSULATORS FOR L.T. DISTRIBUTION OVERHEAD POWER LINES UNDER UNDER TN-1430.

1.0 SCOPE:

1.1 This section provides for design, manufacture, inspection & testing before dispatch, supply and delivery of Porcelain L.T.Shackle Insulators specified herein for their satisfactory use and operation on various L.T. distribution overhead power lines of the state.

1.2 It is not the intent to specify completely herein all the details of the design and construction of equipment. However, the equipment shall conform in all respect to high standards of engineering, design and workmanship and shall be capable of performing in continuous commercial operation up to the bidder's guarantee, in a manner acceptable to the purchaser, who will interpret the meanings of drawings and specification and shall have the power to reject any work or material which in his judgment is not in accordance therewith. The offered equipment shall be complete with all components necessary for their effective and trouble free operation. Such components shall be deemed to be within the scope of bidder's supply irrespective of whether those are specifically brought out in this specification and / or the commercial order or not.\

2.0 CLIMATIC CONDITIONS:

The insulators shall be suitable for being installed directly in air with LT overhead power lines. These shall be therefore suitable for satisfactory operation under the tropical climatic conditions listed below :

i) Location	In the state of Rajasthan
ii) Maximum ambient air Temperature (deg.C)	50
iii) Maximum Temperature attainable to an object exposed to sun (deg.C)	60
iv) Minimum Ambient air Temperature (deg.C)	(-) 5.0
v) Average daily ambient air Temperature (deg.C)	40.0
vi) Maximum relative humidity (%)	100
vii) Average rainfall per annum (mm)	100-1000
viii) Average Number of rainy days per Annum	70
ix) Maximum altitude above mean sea level (meters)	1000
x) Isoceraunic level (Days/Annum)	40
xi) Maximum wind pressure (Kg/sq.m.)	195
xii) Seismic level	0.33 g

3.0 PRINCIPAL PARAMETERS :

3.1 The material shall conform to the following specific parameters :

S.N. Item	Specification
1. Type of Installation	Outdoor
2. System Voltage	415 Volt (+10%, -15%)
3. System frequency	50 Hz, + 5%
4. Number of phases	Three
5. System of earthing	Solidly grounded.

3.2 Details of insulators:

3.2.1 The Insulators shall be suitable for use on various L.T. Distribution Power lines in a moderately polluted atmosphere.

3.2.2 The L.T.Shackle Insulators shall of size 90x75mm having dimensions as shown in fig.3, type-1 of IS:1445/1977 (Latest amended).

3.2.3 The L.T.Shackle Insulators shall be brown glazed and conforming to IS: 1445 / 1977 (Latest amended) in all respects.

4.0 GENERAL TECHNICAL REQUIREMENTS:

4.1 The porcelain of Insulators shall be sound, free from defects, thoroughly vitrified and smoothly glazed.

4.2 The glaze of the insulators shall be brown in colour. The glaze shall cover the entire porcelain surface parts except those areas that serve as supports during firing or are otherwise required to be left unglazed.

4.3 The design of the insulator shall be such that the stresses due to expansion & contraction in any part of the insulator shall not lead to its deterioration.

4.4 The insulator shall be in one piece.

4.5 The insulators shall have dimensions as specified above.

4.6 The Shackle Insulators shall have a 'U' strap or a pair of straps and a cotter pin or two bolts and nuts having threads in accordance with IS:4218 (Pt.VI)/1967 (latest amended). The thickness of hexagon nuts shall be in accordance with IS: 1363 (Part-3/1984) (Latest amended).

5.0 INSULATOR CHARACTERISTICS:

The L.T. Shackle Insulators shall have the electrical & Mechanical characteristics as given below:

1. Type of Insulator	<u>Shackle Insulator</u>
2. Size of Insulators (mm)	90x75
3. Dry power frequency Withstand Voltage KV (rms)	23
4. Wet power frequency Withstand Voltage KV (rms)	10
5. Power frequency puncture Withstand voltage KV (rms)	1.3 x the actual dry flashover voltage.

6. Min. failing load (KN) 11.5

6.0 IDENTIFICATION & MARKING:

6.1 Each insulator shall be legibly and indelibly marked to show the following:

- i) Name or trade mark of the manufacturer.
- ii) Month & Year of manufacture.
- iii) Minimum failing load in KN
- iv) ISI certification marks if any.
- v) Purchaser's Name i.e. JDVVNL

6.2 Marking on porcelain shall be printed & shall be applied before firing.

6.3 Offer not complying the condition of marking shall be treated as non-responsive.

6.4 The insulators marked with ISI Certification Mark will be given preference

7.0 DRAWINGS & DOCUMENTATION:

7.1 The bidder shall furnish full description and illustrated catalogues of insulators offered along with the bid.

7.2 The bidder shall also furnish along with the bid the outline drawing of each insulator unit comply with relevant standard with latest amendment including cross-sectional view of the shell. The drawing shall include the following information:

- i) Shell diameter and unit spacing with manufacturing tolerance.
- ii) Weight of unit insulator.
- iii) Identification mark.
- iv) Manufacturer's catalogue number.
- v) Brief installation instructions.

8.0 TESTS:

8.1 TESTS BEFORE DESPATCH:

The insulators shall be subjected at contractor's works before dispatch, to the routine & acceptance tests given here under as per relevant IS with latest amendment.

8.2 ROUTINE TESTS:

These tests are to be carried out to check various requirements of insulators which are likely to vary during production. The following tests shall be conducted / carried out on each insulator by the bidder at his works as per relevant IS with latest amendment and he should furnish certificate / record thereof during pre-dispatch inspection:-

- i) Visual Examination

8.3 ACCEPTANCE TESTS:

These tests shall be carried out on the samples taken from the lot for the purpose of the acceptance of that lot and shall be carried out by the bidder in the presence of the purchaser's representative(s). The following tests should be conducted in the order given below as per relevant IS with latest amendment:

- i) **Verification of dimensions**
- ii) **Temperature Cycle test**
- iii) **Mechanical strength test**
- iv) **Porosity Test**

8.4 TYPE TESTS:

8.4.1 The type tests to be conducted on at least two units of LT **Shackle insulator** as per relevant IS: 1445/1977 (latest amended). The following tests shall constitute the type tests:

- (i) Visual examination (clause 8.4)
- (ii) Verification of dimensions (clause 8.5)
- (iii) Dry power frequency voltage withstand test (clause 8.6)
- (iv) Wet power frequency voltage withstand test (clause 8.7)
- (v) Temperature cycle test (clause 8.8)
- (vi) Mechanical failing load test (clause 8.9)
- (vii) Power frequency puncture withstand test (clause 8.10)
- (viii) Porosity test (clause 8.11)

However, the purchaser reserves the right to demand repetition of some or all the type tests in presence of purchaser's representative. For this purpose, the tenderer should indicate unit rate for carrying out such type tests. These test charges shall not be taken into consideration for bid evaluation.

9.0 SAMPLING:

The sampling procedure as laid down in IS: 731/1971 with latest amendment (For LT Shackle Insulators) shall be followed for carrying out specified acceptance tests.

10.0 TYPE TEST ON SAMPLES SELECTED FROM MATERIAL RECEIVED IN STORES FROM 1st OFFERED LOT:

10.1 The first lot offered shall not be less than 10 % of the ordered qty or 5000 Nos. of each type of Insulators whichever less is.

10.2 If the bidder has already got conducted the requisite type test from the first lot of material received in Nigam's store against any previous / earlier tender of JDVVNL and such Type Test reports are valid i.e not older than **5 years** on the date of opening of Techno-Commercial Bids, then the requirement of conducting Mandatory Type Test on the sample selected from 1st Lot of supply received in Nigam's store is **RELAXED**. For this purpose date of conducting type test will be considered.

ALTERNATIVELY

In case the bidder do not meet above requirement than two sample of each type Insulators from the 1st lot of received in purchaser's store shall be selected and sealed in the presence of representative of supplier for getting it Type Tested at Govt. / Govt. approved / Govt. recognized / NABL accredited Laboratory / ILAC Accredited.

10.3 However, suppliers own lab shall not be considered for the purpose of type test reports. The selected and sealed sample for type test shall be identified by providing **Polycarbonate seals**. The transportation charges of sample from store to test house shall be borne by NIGAM, whereas the charges incurred towards type test of the material at test house shall be borne by the supplier. The testing charges should be remitted through D.D. in favour of Test House. The name of the test house shall be intimated separately.

The bidder shall have to deposit type test charge(s) immediately with the supply of 1st lot. If the type test charge(s) are not deposited then acceptance of 2nd offered lot shall be at the discretion of purchaser.

10.4 In case sample(s) from first lot fail in type tests then:

- a) Supplier shall have to replace the full quantity of the respective inspected lot supplied to various stores which is lying unused.

b) For the quantity already utilized against the order in field a deduction of 30% (thirty percent) of F.O.R. destination price of the material supplied shall be made

c) Sample(s) from next lot shall be selected again for type test. All test charges incurred towards type test of the material for second time shall be borne by the Supplier for which the testing charges should be remitted through D.D. in favour of the Test House by the supplier with the 2nd inspection offer.

10.5 In case sample again fails in the type test then:

a) The quantity supplied/received in stores and lying unused in stores shall stand rejected and shall be lifted back by the supplier.

b) For the quantity already utilized against the order in field a deduction of 30% (thirty percent) of F.O.R. destination price of the material supplied shall be made

c) Further supplies shall not be accepted and order shall stand cancelled.

The various type tests as per relevant standards shall be conducted on Insulator.

11.0 TOLERANCE ON DIMENSIONS / TEST RESULTS:

As per IS: 1445/1977 with latest amendments (For LT Shackle Insulators)

12.0 TESTS AT SITE:

The purchaser reserves the right to conduct all tests on each type of insulator after arrival at site and bidder shall guarantee test certificates figures under actual service conditions.

13.0 TESTING FACILITIES:

The bidder must indicate clearly about the various testing facilities for conducting various acceptance tests as well as routine tests as per relevant ISS as available at his works. In case no testing facilities are available at the bidder's works, particulars of the place where such testing is proposed to be conducted during course of inspection must be indicated.

14.0 INSPECTION:

14.1 All the tests as mentioned at Clause 8.2 & 8.3 above for pre-dispatch inspection shall be conducted at the place of manufacturer unless otherwise especially agreed upon by the bidder and purchaser at the time of purchase. The bidder shall afford the inspection officer(s) representing the purchaser all reasonable facilities without charges, to satisfy him that the material is being furnished in accordance with this specification. The purchaser has the right to have the tests carried out at his own cost by an independent agency whenever there is a dispute regarding the quality of supply.

14.2 The inspection may also be carried out by the purchaser at any stage of manufacture / before despatch as per relevant standard.

14.3 Inspection and acceptance of any material under the specification by the purchaser, shall not relieve the bidder of his obligation of furnishing material in accordance with the specification and shall not prevent subsequent rejection if the material is found to be defective. The bidder shall keep the purchaser informed in advance, about manufacturing programme so that arrangements can be made for inspection.

14.4 The purchaser reserves the right to insist for witnessing the acceptance / routine tastings of the bought out items.

14.5 The bidder shall give 15 days' advance intimation to enable the purchaser to depute his representative for witnessing the acceptance and routine tests. The inspection charges would be to the purchaser's account.

15.0 PACKING & FORWARDING:

15.1 Insulators shall be packed in grass & then bunch of 50Kg shall be packed in double gunny bags or single HDP bag but suitable for rough handling & transportation. The gross weight of each bag normally should not exceed 50 Kg.

15.2 The packing shall bear the appropriate marking of:

- i) Particulars of material
- ii) Quantity
- iii) Manufacturer's identification mark
- iv) Complete dispatch details such as name of consignee, destination etc.

16.0 DELIVERY SCHEDULE:

The bidder is required to quote monthly delivery in Schedule-VIII. The delivery of quoted quantity should be **commenced after 30 days from the date of receipt of purchase order and shall be completed in 05 (Five) months thereafter at equal monthly installments.** However, you can offer the material even earlier and at a higher / faster rate. Delivery will not be linked with either acceptance of type test reports or approval of drawings. The month of commencement and completion should be expressed precisely.

The tenderers are required to indicate the delivery schedule in the schedule attached with the Specification.

17.0 DELAY IN DELIVERY:-

The "Delay in Delivery" shall be governed as per **clause 1.24 of General Condition of Contract**

18.0 PRICES:

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

19.0 TEST CHECKING OF MATERIAL AT STORES

The material received in the stores of the NIGAM shall be subjected to the test checking at stores before final acceptance of the material, the procedure for the same shall be as under:

19.1 SAMPLING

19.1.1 SAMPLING For LT Shackle Insulators

One sample out of each sub-lot / lot of 3000 Nos. or part thereof from each inspected lot of each type of above insulators received in stores shall be selected for test checking of material and shall be got tested. The sample selection shall be done in the presence of

supplier or his authorized representative for which 7 days notice shall be given to the supplier.

19.2 TESTS

The following tests shall be carried out on the above items:

- a) Visual Examination, verification of dimensions, Creepage Distance & marking.
- b) Mechanical strength test.
- c) Porosity test.

In case if the facility for conducting any of the above test(s) is not available at the NIGAM's CTL, the purchaser reserve the right to get such test (s) conducted at any independent NABL Test House.

i) For witnessing of the testing, clear 7 days notice shall be given to the supplier stating date, time & place where the test is to be conducted. The testing shall be started after identification / confirmation of sample by the representative of the supplier that sample selected for testing pertain from the lot supplied by them. In case the supplier does not attend for witnessing the testing, the testing shall be proceeded and completed and action be taken as per the contract.

ii) The CTL shall send copies of test reports to the purchaser, consignees and the supplier and Sr. Accounts Officer (CPC).

iii) Only those tests shall be conducted at CTL for which facility with CTL is available.

19.3 CRITERIA FOR ACCEPTANCE

In case of failure of any of sample (s) in any of the above tests, the material contained in the lot / sub-lot received in store to which the samples belong, shall be rejected. The rejected material shall have to be replaced by the supplier free of cost.

19.4 TEST CHARGES:

All test charges incurred towards test checking of the material received in our stores shall be borne by the NIGAM.

20.0 PAYMENT: The Payment shall be governed in accordance with the clause No. 1.42 of GCC with the following modifications:-

A) If bidder have submitted valid type test reports with bid:

The 100% payment shall be released after receipt of successful test reports from CTL for the mandatory test checking on the samples selected from the material received at stores against first lot and subsequent lot(s) in anticipation of successful type test reports.

B) If bidder have not submitted valid type test reports with bid:

i) The 70% payment shall be released after receipt of successful test reports from CTL for the mandatory test checking on the samples selected from the material received at stores against first lot and subsequent lot(s) in anticipation of successful type test reports.

ii) The balance 30% payment shall be released after receipt of successful type test reports on the samples selected from the material received in the stores.

iii) The due dates for payment shall be considered from the date of submission of the bills along with receipted challan to Sr. Accounts Officer (Cash and CPC),JdVVNL,Jodhpur of respective Discom.

21.0 PLANT, MACHINERY & TESTING EQUIPMENTS;

21.1 The bidder should have required plant, machinery and testing equipment for manufacturing & testing of shackle insulators.

21.2 The bidders should furnish details of plant, machinery and testing equipment with the bids failing which bids may be ignored.

22.0 QUANTITY TOLERANCE:

Quantity tolerance of plus minus 2% of ordered quantity shall be allowed for completion of supply.

23. ADDITIONAL ORDER

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

24. GST:- GST registration number of Jodhpur Discom is 08AAACJ8578R1ZJ.
As GST act has been implemented from 01.07.17, 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.

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

TN-1430

SCHEDULE - 1**SCHEDULE OF REQUIREMENT**

S.No.	Name of Item	Quantity
1	LT Shackle Insulators	1,07,598 Nos.

The above mentioned quantity is approximate and may increase or decrease as per the requirement of the Nigam.



JODHPUR VIDYUT VITRAN NIGAM LIMITED

A Govt. of Rajasthan Undertaking

SCHEDULE – III

Prescribed technical specification for supply of LT Shackle Insulator

The insulators shall conform to the following Indian Standards which shall mean latest revisions, amendments /changes adopted and published, unless otherwise specified herein after :

(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	other particulars if any. confirm
1.	1. IS:1445/1977	Specification for porcelain Insulators for overhead Power lines with a nominal voltage upto and including 1000 V.	
	2. IS: 283/1976	Specification for porcelain Insulators for telegraph and telephone lines.	
	3. IS: 2071 (Pt.I)/ 1993	Methods of high voltage testing - General Definitions and test requirements.	
	4. IS: 2071 (Pt.II)/ 1974	Methods of high voltage testing - test procedures.	
	5. IS: 196/1966	Atmospheric conditions for testing.	
	6. IS: 4218 (Pt.VI)/ 1978	ISO Metric screw threads - Limits of sizes for commercial bolts & Nuts (diameter range 1 to 39 mm)	
	7. IS:1363/1992 (Pt.I/II/III)	Specification for Hexagon head bolts, screws and nuts of product grade `C'.	

The insulators marked with ISI Certification Mark will be given preference.

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	Name of IS/other	Other particulars
	to which material/equipment/ Machinery/T&P shall confirm	standard specification to which material should confirm	if any.

(Signature)

Name & Designation
with seal of the bidder

SCHEDULE-III A**PRE-QUALIFICATION REQUIREMENT****PRE-QUALIFICATION REQUIREMENT (PQR) FOR PURCHASE OF LT SHACKLE INSULATOR**

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

1.0 Status of bidder:

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

2.0 Past supply and performance criteria:

The bidder shall meet both past supply and performance criteria as detailed below for opening of bids.

2.01) PAST SUPPLY

- 2.01.1 The bidder is required to quote for minimum **10%** of tendered quantity failing which their offer may be considered Non-Responsive.
- 2.01.2 The bidder should have designed, manufactured / fabricated, tested and supplied to utility / Discoms / Govt. Departments at least 2 X QQ (QQ being the quoted quantity) of similar item / higher rating of tendered material / equipment in last 3 financial years from the date of opening of technical-commercial bid.

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

- 2.01.3 In support of fulfillment of the past supply criteria, the bidder shall furnish documentary evidence in the form of certificate from Chartered Accountant in the enclosed prescribed proforma only. This prescribed proforma should be furnished either in original or copy duly attested by Notary. The bidder shall also sign and affix seal on the C.A. Certificate. The certificate should have membership number with the name & address of the chartered accountant. Certificate should clearly indicate the quantity supplied, period of supply, voltage Class, Rating of the Transformer etc. in the format prescribed, any deviation to format or information diverted format, will not be considered and rejected.

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

3. PERFORMANCE CRITERIA

- (i) If a bidder could supply upto 50% of ordered quantity in previous bid upto date of opening of subsequent bid and scheduled delivery period expired, the bid of such bidder will not be opened in the Discom for that item.

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

4. TYPE TEST CRITERIA

a) The bidder shall furnish valid and authenticated type test certificates from a Govt. approved / Govt. recognized / NABL Accredited laboratory / ILAC i.e. International Laboratory Accredited Laboratory (in case of foreign laboratory) of similar rating and design of tendered material/ equipment. Such type test certificates should not be older than **5 years** as on the date of bid opening. For this purpose date of conducting type test will be considered. The type test certificate by in house laboratory of tendering firm even if it is a Govt. approved / Govt. recognized / NABL accredited / ILAC accredited, shall not be accepted, in case of their own tender. This will not apply if tendering firm is Govt. company / public Sector undertaking.

The type test certificates by in house laboratory of bidding firm even if it is a Govt approved/ Govt recognized/ NABL accredited Laboratory / ILAC accredited, shall not be accepted, in case of their own bid.

b) The bidder should furnish documentary evidence in support of the laboratory whose type test have been furnished, that the said laboratory is a Govt. / a Govt. approved/ a Govt. recognized / NABL accredited laboratory / ILAC accredited (in case of foreign laboratory).

c) The type test certificates shall be furnished either in original or duly attested by notary.

d) The bids of only those bidders shall be considered to be meeting the type test criteria who furnishes complete type test certificates with the bid as per above provision.

However, in the following cases the bid of the bidder may be considered meeting the type test criteria if the bidder furnishes an undertaking stating that valid type test certificate from a Govt. / Govt. approved / Govt. recognized / NABL accredited / ILAC accredited laboratory shall be furnished from first lot (without asking any delivery extension) along with bank guarantee **with the technical bid** from a Nationalized / Scheduled Bank in prescribed proforma at Schedule III- B or DD/ Pay Order amounting to **value as detailed below**. The initial validity of Bank Guarantee shall be nine months with claim period of three months in addition.

- i) Where a new Rajasthan based firm is participating & is technically competent.
- ii) Where one or more type test(s) is/ are older than 5 years.
- iii) Where Rajasthan/outside Rajasthan firm furnishes requisite type test reports of higher rating material.

Amount of Bank Guarantee in lieu of type test	
For Rajasthan based firms	For Outside Rajasthan based firms
Rs. 12,500/-	Rs. 50,000/-

The date of conducting type test shall be before the date of opening of Technical Bid. The date of issuing of type Test Bank Guarantee in lieu of non-furnishing of Type Test reports shall be before the date of opening of technical bid & the Type Test BG issued on or after opening of technical bid shall not be accepted.

5. POOR RECORD OF PERFORMANCE AND DELIVERY

The bidders who have been black listed in any of state discom or with whom business relations have been severed by Jodhpur Discom shall not be considered. Severment of business relations will be done in case of following circumstances for the period and with the recovery mentioned against each.

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

5.0 (A) Black listing of a firm:

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

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

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

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

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

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

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

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

(B) Severment of Business relation:

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

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

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

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

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

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

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

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

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

(C) DEBARMENT

Reasons on which Debarment can be made:-

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

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

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

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

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

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

6.0 APPEALS AND APPLICATIONS:-

Appeal against the order of blacklisting, severment and debarment can be filed before BOD within a period of 3 months from the date of intimation. The letter of appeal will be addressed to the order placing authority. Who will process the case for placing the matter

in B.O.D. with in a period 60 days. The BOD may reduce or waive the penalty, if sufficient reasons/supporting documents are furnished by the supplier.

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

- I) **The bidder shall clearly indicate the deviations such as `Technical Deviation & Commercial Deviations' in the prescribed proforma only. The deviations indicated elsewhere in the bid shall not be accepted.**
- II) **The bidder must clearly fill up each and every particular of guaranteed technical particulars annexed with Technical Specifications otherwise he will be responsible for Technical Non-responsiveness.**
- III) **All documents required in the prescribed format are to be furnished along with the bid itself only except an attested copy of BIS license (wherever it is required), failing which the bid will be summarily rejected.**
- IV) **The bidder should possess adequate testing facilities for carrying out routine & acceptance test of items as per relevant standard(s) at their works. The bidder shall furnish documentary evidence in support for conducting routine & acceptance test**
- v) **The date of conducting type test shall be before the date of opening of Technical Bid. The date of issuing of type Test Bank Guarantee in lieu of non-furnishing of Type Test reports shall be before the date of opening of technical bid & the Type Test BG issued on or after opening of technical bid shall not be accepted.**
- VI) **However, a copy of BIS License may be submitted by the bidder up to the official working hours of one working day prior to the schedule / notified date of opening of price bid.**

SCHEDULE – III B

BANK GUARANTEE IN LIEU OF FURNISHING OF TYPE TEST CERTIFICATE

(On Rajasthan Non-Judicial Stamp Paper worth Rs. @ 0.25% of BG amount or Rs. 25,000/-, whichever is less.)

To,

The Superintending Engineer (MM&C),
Jodhpur Vidyut Vitran Nigam Limited,
New Power House Premises,
Industrial Area,
Jodhpur -342003.

Dear Sir,

Whereas Jodhpur Vidyut Vitran Nigam Limited , Jodhpur (hereinafter called the purchaser) has issued a bid enquiry under TN..... for procurement of (Name of material) .

Whereas M/s (hereinafter called the bidder) has furnish a bid for supply of to The Superintending Engineer (MM&C), Jodhpur Vidyut Vitran Nigam Limited, Jodhpur or his Nominated officer (s) .

Whereas in accordance with the provision of the specification of the afore said TN..... , the bidder can deposit a bank guarantee in lieu of the requirement of furnishing the type test certificates.

Whereas M/s (the bidder) have requested us (Name of the Bank) to furnish the bank guarantee in lieu of the type test certificate for an amount equivalent to Rs..... (in words also) only.

Under this Bank Guarantee , we (Name of the Bank) hereby undertake unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to the purchaser on his first demand without whatsoever right of objection on our part and without his first claim to the bidder in the amount not exceeding (amount of guarantee in figures and words).

Payment pursuant to this undertaking will be demanded by the purchaser from the Bank and will be met by the Bank without question in the case in which the bidder , on receipt of the order and / or after the acceptance of this bid, makes default in furnishing the required type test certificates. Also whether the occasion or ground has arisen for such demand the decision of The Superintending Engineer (MM&C), Jodhpur Vidyut Vitran Nigam Limited, shall be final.

The liability of the Bank shall not at any time exceed Rs..... (Rupees.....).

The undertaking will be determined on but will not withstanding such determination, continue to be in force till the expiry of 3 months from that date.

No indulgence or grant of time by the purchaser to the bidder without the acknowledgement of the Bank will discharge the liabilities of the Bank under this guarantee.

The guarantee herein contained shall not be affected by any change in the constitution of the bidder.

All disputes arising under the said guarantee between the Bank and the bidder or between the bidder and the purchaser pertaining to the guarantee shall be subject to the jurisdiction of Courts only at JODHPUR in Rajasthan.

The bank further undertake not to revoke this guarantee during its currency except with the previous consent of the The Superintending Engineer (MM&C), Jodhpur Vidyut Vitran Nigam Limited, Jodhpur.

Notwithstanding anything contained herein before, the Bank's liability under this guarantee i.e restricted to Rs..... (Rupees) and the guarantee shall remain in force upto Unless demand or claim in writing is presented on the Bank within three months from that date, the bank shall be released and discharged from all liabilities thereunder. However, the validity of the bank guarantee shall be extended as and when required by the purchaser.

IN WITNESS WHEREOF the bank has executed these presents the day month..... and year.....

Yours faithfully,

(Bankers)
Executant

Witness:

- 1.
- 2.

SCHEDULE-IV A**TN-1430****ITEM - LT SHACKLE INSULATOR.****Must be filled in by the bidder and attached with Technical Bid**

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

Dear Sir,

With reference to your invitation to bid against specification No. **JdVVNL/SE (MM&C) /EIIAII/TN-1430**, we agree to supply the following quantity:

S. No.	Particulars of Items	Bid Quantity (Nos.)	Qty. Offered (Nos.)	Justification of quantity offered as per Qualifying Requirement
1.	2.	3.	4.	5.
1	LT SHACKLE INSULATOR	1,07,598 Nos.		

1. The offer is valid for a period of 120 days from the next date of opening of Techno-Commercial Bid.
2. The prices are **FIRM**.
3. It is noted that the quantity 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 schedule as given in Schedule – VIII of this specification. In case we fail to deliver the materials as indicated in the clause No.1.23 of GCC (Schedule-II), we are liable to pay recovery for delay in delivery as per clause No.1.24 of this Schedule-II of this specification. The material shall conform to your specification No. **JdVVNL/SE (MM&C)/EIIAII/TN-1430** and as per relevant ISS in all respect.
5. We confirm that we agree to all the terms & conditions as well as the technical stipulation of your specification No. **JdVVNL/SE(MM&C)/EIIAII/TN-1430** and there are no deviations other than as specified in the Schedule-III, V & VI (A & B).

Yours faithfully,

**Signature of bidder with stamp
Dated**

SCHEDULE – V
TN-1430



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.

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.

TN-1430**SCHEDULE-V-A****GUARANTEED TECHNICAL PARTICULARS FOR LT SHACKLE INSULATOR AGAINST TN-1430**

1. Manufacturer's Name & Address
 i) Office :
 ii) Works :
2. G.S.T. Registration No :
3. Standard Specification :
 to which the insulators shall conform IS:1445/1977 with latest amendment
4. Size of Insulators : 90mmx70mm brown glazed
5. Tolerance on various : +(0.04d +1.15mm)
6. Minimum failing load (KN): 11.5KN
7. Dry power frequency :
 Withstand voltage,KV (rms) 23KV rms
8. Wet power frequency : 10KV rms
9. Power frequency puncture : 1.3x the actual dry flash over voltage
 withstandvoltage,KV (rms)
10. Weight per piece (Kg) :
 (approximate)
11. Details of packing : In double gunny/single HDP bags and each
 insulator wrapped in grass.
 Each bag weighing upto 50 Kg only.
12. Creepage Distance :
13. Marking : Trade mark/year of manufacture /country
 /Purchaser's Name i.e. JdVVNL.
14. Any other particulars
 which the bidder may
 like to give.

SIGNATURE
RUBBER SEAL & Date

SCHEDULE – VI (A)
TN-1430



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.
-------	---

Certified that we agree to all the technical specification of the NIT except for the deviation to the extent indicated above.

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

SCHEDULE – VI (B)

TN-1430



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

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

**SCHEDULE – VII
TN-1430****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 of 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 be mentioned (Qty. in Nos.)	whether still to be executed	Delivery stipulated in order	Remarks to
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-VIIIA
TN-1430**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. _____ (Complete with address) have manufactured and supplied the goods / equipments / material during the following financial year(s) to the Electrical Utilities / Government Departments / Discoms/ SEBs as detailed out below:

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

Signature
With Seal of the Bidder

Signature of C.A
Name & Designation
Name :
Address:

Date _____
Place _____

Membership No:

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

CA Firm (_____)

NOTE- AN UNDERTAKING FOR THE SAME BE FURNISHED AS DETAILED IN ANNEXURE-I

Note:- The CA Certificate should be furnished on the letter head of CA and must be signed by the bidder and C.A. firm. The details i.e. address of C.A. & membership No. shall clearly be mentioned on C.A. certificate. In case C.A. certificate is not signed by the bidder/furnished without membership No. & address of C.A. then same may not be considered for which responsibility rests with the bidder.

SCHEDULE-VIII
TN-1430**JODHPUR VIDYUT VITRAN NIGAM LIMITED****DELIVERY SCHEDULE****PART - A**

The delivery Schedule of the material by the Purchaser Officer is as mentioned hereunder:-

S.N o	Particular Of Material	Commencement Period	Rate of Supply per Month	Period for Completion of delivery of Entire material
1.	LT SHACKLE INSULATOR	After 30 Days from the date of receipt of detailed Purchase Order.	In equal monthly installment	Five Months (5)after commencement period.

Note – In case ordered quantity is different than quoted quantity, then monthly delivery shall be adjusted proportionately. **Tenders in which monthly delivery schedule as above is not indicated, shall be considered as NON-RESPONSIVE.**

PART - B

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

S.N o	Particular Of Material	Commencement Period	Rate Of Supply per Month	Period for Completion of delivery of Entire material

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

ii) During the commencement period the contractual formalities shall be got completed.

**Signature
Name & Designation
With Seal of the Bidder**

SCHEDULE - IX**TN-1430****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. Details of machinery particularly with B.H.P. of each item installed.
4. Details of staff employed in the works.
5. Date when started the manufacturing of item under reference.
6. List of items manufactured.
7. Literature and drawings of items manufactured showing their description, size, design and other important technical particulars.
8. Details of order so far, executed alongwith the names of organization to whom supplied.
9. Manufacturing capacity.
10. Is the workshop open for inspection by the representative of the board, if required?
11. Statement of financial resources and Banking Reference alongwith Balance-Sheet for previous two years.
12. Testing facilities available for the manufactured articles in the testing laboratory of works.
13. Whether the Firm is a small/medium/large scale industry.
14. Registration No. with :-
 - i. Small Scale, National/State.
 - ii. DGTD
 - iii. State Industries Department.

(Signature)

Name & Designation
with seal of the bidder.

SCHEDULE - X

(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.

Place _____

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

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 favor of Superintending Engineer (MM&C), JDVVNL, Jodhpur, **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 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 is 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) Performance security from the successful bidder shall be taken **5%** (of the amount of supply order in case of established suppliers)/ **1%** (of the amount of supply order in case of Micro, Small & Medium scale industries of Rajasthan)/**2%**(of the amount of supply order in case of sick industries)/**10%** (of the amount of supply order in case of other

suppliers). 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., ITB and other bidding document 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 efforts 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

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 Vitran 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**IMPORTANT INSTRUCTION**

1. All the intending bidders are requested to submit hard copy of all the document(s), uploaded on the e-procurement web-portal, in a sealed envelop in the office of the SE (MM & C), JdVVNL, Jodhpur. This sealed envelop shall be opened on the same date of bid opening i.e. on website of e.proc.rajasthan.
2. **Bidders are requested to read the bid documents very carefully and upload their bid well in time. Please note that no further chance shall be given for attending shortcoming(s), if any and in the event of shortcoming in any tender document(s), the bid is likely to be rejected.**
3. At the time of accepting counter offer given or at the time of negotiation, bidders change the quantity of original offer & give the conditional acceptance of counter offer which is not in accordance with RTPP rules and Act therefore Negotiation with the bidders or counter offer given to bidder shall be accepted in terms of price only. Restriction on quantity to be supplied or any other conditional offer shall not be accepted. If any conditional offer is given then that bidder shall be treated for violation of the code of integrity in terms of sec 11 of RTPP Act and Rule 80 of RTPP Rules and action shall be taken against defaulter bidder in accordance with RTPP Rules and Act.
4. In case of bid security deposited, the firm deposits lesser security than the required amount, bid shall be rejected.
5. As per notification SO 165 issued by Fin. Dept. dt. 19.11.2015 on reference to RTPP rules, "clause 8(A)" bidding document shall be provided to MSME at 50% of prescribed cost.
6. RTPP Act 2012 & RTPP rules 2013 shall be applicable for the procurement process.
7. A declaration regarding debarment/blacklisting/code of integrity shall be given by bidder in Annx-'A' .

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.**

**Firm's Name
Seal & Signature**

ANNEXURE-I

**UNDERTAKING FOR CA CERTIFICATE (TO BE FURNISHED ON NON-JUDICIAL STAMP
WORTH Rs.100/- & DULY NOTARIZED)**

I/WE UNDERTAKE THAT THE CA CERTIFICATE SUBMITTED AS PER THE REQUIREMENT OF PRE-QUALIFICATION REQUIREMENTS, FOR ADJUDGING THE PAST SUPPLIES ,UNDER THE SUBJECT TENDER, TN-_____ , IS CORRECT AND I, UNDERSIGNED WILL BE SOLELY RESPONSIBLE FOR ANY DEVAITION/ DISCREPANCY/ IN-CORRECT INFORMATION , IF EVER NOTICED IN THE CA CERTIFICATE.

FURHER, IN CASE, IF ANY DEVAITION/DISCREPANCY/IN-CORRECT INFORMATION IS NOTICED IN THE CA CERTIFICATE FURNISHED WITH THE BID, AT ANY STAGE DURING PROCESSING/ CURRENCY OF TENDER, DISCOM CAN TAKE THE ACTION AGAINST THE FIRM
M/s_____

_____AS PER THE RULES & REGULATIONS.

(SIGNATURE)
NAME & DESIGNATION
WITH SEAL OF THE BIDDER

ANNEXURE-II

Bidders are requested to furnish following details:

1. **Name of Firm :**
 2. **Office Address :**
 3. **Work's Address :**
 4. **Email Address :**
 5. **Phone / Mobile No. :**
 6. **Fax No. :**
 7. **Name of Firm's representative :**
 8. **Contact No. of Firm's representative:**
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