

## APPENDIX-A

### 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 Chief Engineer (MM ),  
Jaipur Vidyut Vitran Nigam Ltd.,Jaipur

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.)(hereinafter called " the Bid").
2. KNOW ALL PEOPLE by these presents that WE.....(name 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 to pay to the purchaser up to the above amount 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 three conditions specifying the occurred condition or conditions.
5. The decision of the CHIEF ENGINEER (MM), JAIPUR VIDYUT VITRAN NIGAM LIMITED, JAIPUR 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.....further undertake not to revoke this guarantee during its currency except with the previous consent of the CHIEF ENGINEER (MM),JAIPUR VIDYUT VITRAN NIGAM LIMITED, JAIPUR.
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 Courts in Jaipur, 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. up to ....., 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 (EXECUTENT)

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.

Note1 :- 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.

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**JAIPUR VIDYUT VITARAN NIGAM LIMITED  
OFFICE OF THE SUPERINTENDING ENGINEER (MM)  
OLD POWER HOUSE PREMISES, BANI PARK, JAIPUR -06**

**DETAILS OF BANK FOR RTGS**

**FOR FURNISHING BID SECURITY/BANK GUARANTEE**

	Account No.	<b>51093320896</b>
	Account Holder Name	Accounts Officer (MM)
	Bank Name & Branch	State Bank of India Collectorate Branch, Jaipur (Rajasthan)
	IFS Code	SBIN0031026
	Phone No. of Sr.Accounts Officer (MM) JVVNL Jaipur	0141-2202608
6.	Email ID of Sr.Accounts Officer (MM) JVVNL Jaipur	sr_aomm@yahoo.com

GSTIN of JVVNL : 08AABCJ6373K1Z7

**APPENDIX-C**

**Format of Affidavit for MSME Unit**

(On Non-Judicial Stamp Paper of Rs. 100/- attested by Notary Public/ First Class Magistrate)

I, \_\_\_\_\_ S/o \_\_\_\_\_ Aged \_\_\_\_\_ Years  
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 Center, \_\_\_\_\_. The acknowledgement No. is \_\_\_\_\_  
dated \_\_\_\_\_ and has been issued for manufacture of following items:-

(i)

(ii)

(iii)

(iv)

(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 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**

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**Declaration by the Bidder**

In relation to my/ our bid submitted to SE (MM-II) For procurement of \_\_\_\_\_ in response to their notice inviting bids under TN- \_\_\_\_ I/We hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that : -

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the procuring entity.
2. 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.
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons.
4. 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.
5. I/We do not have a conflict of interest as specified in the Act, Rules and the bidding document, which materially affects fair competition.

Date :  
Place :

Signature of bidder  
Name :  
Designation :  
Address :

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## AMENDMENT IN ITB AND GCC

- 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 units of Rajasthan quote 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.**

Further, while depositing the bid security amount in the office of Accounts Officer (MM), JVVNL, Jaipur, the bidders shall also furnish a certificate of SSI unit of Rajasthan/ sick unit and also to submit a letter mentioning the quantity offered by them.

The Bid Security amount (as applicable) to be paid by Demand Draft/Banker's Cheque in favour of AO(MM), JVVNL, Jaipur (payable at Jaipur) or Bank Guarantee, in specified format (**Appendix-A**), of a scheduled bank in favour of Chief Engineer (MM), JVVNL, Jaipur, be deposited in the office of the Accounts Officer (MM), JVVNL, Old Power House Premises, Bani Park, Jaipur-302006 upto 2.00 p.m. upto one WORKING day prior to schedule date of opening of respective bid.

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**

Performance security from the successful bidder shall be taken or may adopt option after approval of purchaser to withheld **5%** (in case of established suppliers)/ **1%** (in case of Micro, Small & Medium scale industries of Rajasthan)/ **2%** (in case of sick industries) / **10%** (in case of other suppliers) amount in lieu of performance security from each bill on pro-rata/ proportionate basis. In case of successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security.

### **3) VENDOR REGISTRATION**

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

- 4) The indirect taxes i.e. Excise Duty, Service Tax, VAT/CST, Entry Tax etc. mentioned in G.C.C., may now be read as G.S.T.**
- 5) The clause No. 1.43 of General Conditions of Contract has been amended to the extent as under:**

1.43 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 (CPC)/ Concerned Circle Accounts Officer) and completion of contractual formalities. But in case of delay in payment the purchaser shall not be liable to pay any interest on the outstanding amount to the contractor/supplier.

- 6) The GST will be charge extra at the prevailing rate on all the settlement fees as applicable and amended time to time.**
- 7) Addendum in the provision of Instruction to bidder (ITB) in the clause No. 1.12.2 for quantity allocation as per award criteria of purchase manual in accordance to the clause no. 74 of RTPP rules:**

#### **1.12.2(A) for quantity allocation**

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

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

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

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

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

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

**(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 such firm. The balance, if any, will be distributed in the same proportion as indicted above the first four firms.

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

**Note: - In case anything contained in the Tender Document differs from the RTPP ACT/ RULES then interpretation & provision contained in the RTPP ACT/RULES shall be final and the bidder shall be abiding there upon.**

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