

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 **1%** of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be **0.25% of the quantity offered** for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be **0.50%** of the value of bid. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

In case SSI units of Rajasthan quote less than the tendered quantity then they are required to furnish Bid Security @ 0.25% of the estimated value of quantity offered on the basis of estimated unit FOR destination price.

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

The Performance security wherever appearing in the tender document may be read as under:-

- (a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 5% of the amount of work order, in case of procurement of works;
- (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries or MSME units of Rajasthan; and
- (c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR); and

In case of successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security.

3) VENDOR REGISTRATION

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vendors of the Nigam in respect of EMD/SBG, wherever appearing in the ITB, GCC & other Bidding documents, are hereby WITHDRAWN.

- 4) The indirect taxes i.e. Excise Duty, Service Tax, VAT/CST, Entry Tax etc. mentioned in G.C.C., may now be read as G.S.T.**
- 5) The GST will be charge extra at the prevailing rate on all the settlement fees as applicable and amended time to time.

AMENDMENT (Dt. 15.10.2020)

The various clauses wherever appearing in the Instructions to Bidders (ITB), General Conditions of Contract (GCC), Technical Specifications, Qualification Requirements, various Schedules etc., are hereby amended to the extent as under:-

- 1) The purchaser reserves the right for reducing the quantity indicated in the Bid Document at the time of placing the order upto 15%, looking to the existing requirement & availability at that time.
- 2) A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by -
 - (a) any Procuring Entity, if debarred by the State Government; and
 - (b) a Procuring Entity if debarred by such procuring Entity.
- 3) All rates quoted must be FOR destination and should include all incidental charges except GST which should be shown separately. Except for purchase of PCC Poles, No cartage or transportation charges will be paid by Procuring Entity and the delivery [including unloading and stacking etc.]of the Goods shall be given at the designated premises of the Procuring Entity.
- 4) The contract agreement must be submitted to the purchasing authority within 15 days of receipt of Purchase Order.
- 5) 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. If payment is delayed more than 45 days, then interest may be given to the firm as per prevailing Bank rate.
- 6) Subject to provisions of provision of Force Majeure (Cl. 2.15) and Extension of Time (Clause 3.8) of General Conditions of Contract of Standard Bidding Document of Govt. of Rajasthan, if the Supplier fails to deliver any or all of the Goods or perform the Related services within the period specified in the Contract, the Procuring Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages on the basis of following percentages of value of Goods and/or Related Service which the Supplier has failed to supply or complete: -

No.	Condition	LD%
a	Delay upto one fourth period of the specified period of delivery, successful installation and completion of subject matter of procurement.	2.5%
b	Delay exceeding one fourth but not exceeding half of the specified period of delivery, successful installation and completion of subject matter of procurement.	5%
c	Delay exceeding half but not exceeding three fourth of the specified period of delivery, successful installation and completion of subject matter of procurement.	7.5%
d	Delay exceeding three fourth of the specified period of delivery, successful installation and completion of subject matter of procurement.	10.0%

Further, a penalty shall also be recovered from the supplier firm towards delay in dispatches, if the materials are not delivered within 7 days at same station, 14 days for station within state and 20 days for supplier / contractor having their works located outside the state from the date of receipt of despatch instructions, charges shall be recovered @ ½% per week or part thereof (for actual delay in receipt), maximum upto 3% of ex-works value of the consignment relevant to the dispatch instructions.

- 7) The base date for Price Variation will be the 1st day of Calendar month of opening of techno-commercial bid. The base date cannot be changed irrespective of date of techno-commercial bid opening, after uploading the tender on e.proc. portal/ Nigam's website.
- 8) The Bid Security, Tender Cost & RISL processing fee may be deposited by the bidder through e-grass.
- 9) APPEAL:
 - i. If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued there under, he may file 1st & 2nd appeal under section 38 of RTPP Act-2012 to the following appeal authorities **within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:**

Sr.	Type of Appeal	Name & Designation of appellate authority
1	First appeal	
	a) For purchase Cases of Corporate Level Purchase Committee.	Chairman & Managing Director, Rajasthan Vidyut Utpadan Nigam Ltd, Vidyut Bhawan, Jaipur.
	b) For purchase cases of Zonal/CE Level	Managing Director, Jaipur Vidyut Vitran Nigam Limited, Vidyut Bhawan, Jaipur.
	c) For purchase cases upto Circle Level)	The Zonal Chief Engineer, Jaipur Vidyut Vitran Nigam Limited

2	Second appeal	Energy Department, Government of Rajasthan
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- ii) The form of appeal shall be as per Rule 83 of RTPP Rules, 2013 and memorandum of appeal shall be filled as per form-1 as prescribed under RTPP Rules, 2013.
 Fee for appeal: - Subject to rule 84 of the RTPP Rule 2013 the fee shall be as under:-
 a. For First Appeal:- Rs. 2,500/- (Rupees Two Thousand Five Hundred Only)+GST.
 b. For Second Appeal:- Rs. 10,000/- (Rupees Ten Thousand Only)+GST.
- iii) It is further intimated that the fee shall be paid in the form of Demand Draft of Bankers Cheque of a Scheduled Bank payable in the name of Accounts Officer (MM), JVVNL, Jaipur.
- iv) Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:
- v) Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.
- vi) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- vii) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
