

JAIPUR VIDYUT VITARAN NIGAM LIMITED
OFFICE OF THE SUPERINTENDING ENGINEER (I&S)
OLD POWER HOUSE PREMISES, NEAR RAM MANDIR, BANIPARK, JAIPUR-302006
TELEFAX: 0141-2200582

SPECIFICATION FOR LOADING & UNLOADING WORK OF STORE
MATERIAL AGAINST AT ACOS (JPDC) TN-29

LAST DATE AND TIME FOR BID SUBMISSION	09.02.2022 up to 5:00 p.m.
DATE AND TIME OF OPENING OF BID	10.02.2022 at 3:00 p.m.
AMOUNT OF BID SECURITY GENERAL BIDDER	Rs. 16,000/-
SICK UNIT	Rs . 8,000 /-
SSIC UNIT OF RAJASTHAN	Rs . 4,000 /-
COST OF THE SPECIFICATION	Rs.2,950.00(non refundable)*
TENDER PROCESSING FEE	Rs.1180.00(non refundable)
VALIDITY	120 DAYS FROM THE NEXT DATE OF OPENING OF BID

Note: * 1. For MSME Units of Rajasthan, cost of tender specification is Rs.1475/-

2. Tender process fee : Rs.1,180/-

- Tender documents will be made available on e-Tendering portal <http://www.eproc.rajasthan.gov.in/nicgep/app> . The bidders, in their own interest are requested to read very carefully the tender document before submitting the bid only through online on website <http://www.eproc.rajasthan.gov.in/nicgep/app>. The bidders can download bid documents and submit their bids upto 5.00 p.m. one day prior to schedule date of opening of respective bid mentioned above.
- Eligible bidders should submit their bid well in advance instead of waiting till last date. JVVNL will not be responsible for non-submission of Bid due to any website related problems.
- The Tender process fee **Rs.1,180/-** to be paid by Demand Draft/Banker's Cheque in favour of MD,RISL, Jaipur and cost of tender specification to be paid by Demand Draft/Banker's Cheque in favour of AO(MM), JVVNL, Jaipur (payable at 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 cost of tender specification (Non-refundable) to be paid by **Net Banking/ NEFT/ RTGS/ Demand Draft/ Banker's cheque** in favour of AO(MM) JVVNL, Jaipur (Payable at Jaipur). All eligible interested bidders are required to provide UTR No. for recognizing any fund transfer.
- The Bid security amount (as applicable) to be paid by **Net Banking/ NEFT/ RTGS/ Demand Draft/ Banker's cheque** in favour of AO(MM) JVVNL, Jaipur (Payable at Jaipur) or Bank Guarantee in specified format 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. All eligible interested bidders are required to provide UTR No. for recognizing any fund transfer.

- 6. * 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.**
7. 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. An Affidavit for MSME unit of Rajasthan in the enclosed format is to be furnished on non-judicial stamp paper of Rs.100/- duly attested by Notary public, to the office of Sr.Accounts Officer (MM), JVVNL, Jaipur. The Bid Security of requisite amount shall be furnished on non-judicial stamp paper of Rajasthan State.

Note :- 1. All eligible interested bidders are required to get enrolled on e-Tendering portal <http://www.eproc.rajasthan.gov.in/nicgep/app>.

2. If any difficulty arises, in down downloading/ uploading of tender you may contact in the RISL, Jaipur Rajasthan at following Contact/address

Address of RISL:- RajCOMP Info Services Limited (RISL)

1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Tel :	0120-4200462, 0120-4001002
Mobile :	8826246593
E-Mail :	support-eproc[at]nic[dot]in
	Local Helpdesk Number - 0141-4022688
	Available all Working days (between 9.30 AM and 6.00 PM)
E-Mail :	eproc[at]rajasthan[dot]gov[dot]in

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Note:- The Bidder, in their own interest, is advised to go, through carefully the above schedules.

JAIPUR VIDYUT VITRAN NIGAM LIMITED

SECTION-III

TECHNICAL SPECIFICATION FOR LAODING & UNLOADING WORK OF STORE MATERIAL AT ACOS (JPDC) AGAINST TN-29

1.0 SCOPE

This specification covers the loading & unloading work by crane of 12 Ton capacity (including enquire mainpower) of store material through Contractors for the Sub-Store Kukas of Jaipur Discom.

2.0 REQUIREMENT OF VEHICLES USED:-

- i) The Crane should have valid certificate of "Pollution under control".
- ii) The Crane should have "valid Insurance coverage" and up to date Road Tax of GOR for transportation within Rajasthan paid Documents.
- iii) The Milometer of the Crane must be accurate & in working condition.
- iv) The Crane offered should have valid & relevant goods carrier registration for commercial use.
- v) Attested Photostate copy of registration certificate, road tax, pollution under control of each crane provided are to be submitted at the time of agreement.
- vi) The crane must ply on all those roads which are considered suitable by the SE (I&S), JVVNL, Jaipur, In charge of the crane and his decision in this regard shall be final & binding.
- vii) All the documents (Fitness, Toll Tax, Insurance & Pollution certificate) of the crane must be renewed time to time before its expiry of validity during the contract period.
- viii) The crane should not be older than Ten years.

3.0 DRIVER/Operator:-

- i) Contractor has to provide separate driver with each crane at his cost.
- ii) Drivers must have valid driving license for the entire currency of the contract. (Valid ID Proof & driving license)
- iii) Full particulars of the drivers are to be given by contractor at the time of entering into agreement.
- iv) Drivers should be well dressed & well behaved, any misbehavior by the drivers shall be construed unsatisfactory service.
- v) Driver must not smoke or drink liquor while on duty and must not be under Intoxication while on duty.
- vi) The successful contractor shall provide sufficient money with the driver so that he can meet the expenditure on any incidental repairs/maintenance etc. during working hours, when the crane is on duty. The Nigam under no circumstances will incur any expenditure on these items.

vii) A log book for each crane will be maintained by the driver/operator for recording daily loading & unloading and capacity wise activities of each day. Performed and get signature of the user of the crane and the driver/operator will get the signature of the controlling officer receiver of materials/goods in healthy condition at his destination. The custodian of the log book, however, shall be the nodal officer.

4.0 **WORKING HOURS:-**

The working hours for hired crane would be 24 hours.

5.0 **CONTRACT PERIOD/TIME SCHEDULE:-**

The contract shall be upto 31.3.2022 and can be extended further subject to satisfactory working /performance on mutual consent.

6.0 **ACCIDENT/ SAFETY MEASURES:-**

Any compensation payable for damages caused due to accident by Contractor's crane/driver to any party/property/man power & others shall be borne by contractor. The department/JVVNL will not be responsible for the same in any way.

7.0 **TERMS OF PAYMENT:-**

The payment shall be governed as per Clause No. 1.42, 1.43 & 1.44 of General Condition of Contract (section-II) Further, the clause No. 1.43 of General Condition 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 / receipt / bill in the office of paying authority (Sr. Accounts Officer (CPC) 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 to the contractor / supplier.

Payment shall be made only through electronic mode i.e. RTGS or NEFT. The charges being levied by the bank for providing this service shall be to supplier's account on actual. For this, the required details viz; name of supplier in which they bank along with its IFS code are required to be obtained from the payee on its letter head duly signed by the supplier or its authorized signatory.

8.0 INSURANCE:

Contractor shall load & unload the material safely. Recovery against damaged cost by mishandling of material due to negligence crane /operator shall be made from the bills as well as security deposit of the contractor. The recovery in this respect shall be Determine by SE(I&S) on the recommendation/proposal on nodal officer. You will provide insurance paper with your bill. Bills will be cleared after checking of insurance paper of material.

9.0 CPF/EPF Scheme:-

The contractor will have to furnish the information in Performa "C" every month or with every bills along with copies of challans in respect of the employees engaged in connection with the execution of work from the date of its commencement and up to the date of completion of this work. If the contractor fails to furnish this information, The Accounts Officer (MM), JVVNL, Jaipur, shall deduct the amount from the each bill of the contractor at the rates applicable at the time of payment as per CPF rules/Act and keep under the head 46.92 (Misc. deposit) of the contractor/employee till furnishing the information in the above mentioned Performa along with nomination form within stipulated period failing which the amount so deducted shall be deposited with regional P.F. commissioner within stipulated period as per CPF rules/act.

10.0 All expenditure on repairs, maintenance, taxes, permits, insurance (Material as well as) & driver will be borne by contractor.

11.0 PENALTY:-

- i) In case vehicle is not provided by the contractor on a day then vehicle from another contractor will be hired at risk & cost of original contractor.
- ii) Absence of the vehicle is not permissible, so substitute road worthy vehicle will have to be provided by contractor at all time.
- iii) However, on any account if the vehicle is not provided continuously for seven days, it will be construed as unsatisfactory performance for which security deposit of the vehicle shall be forfeited and contract shall be terminated and firm will be black listed in all three Discom.

12.0 **RISK & COST:-**

- i) In case of poor performance or failure to carry out this contract as per terms and conditions of the agreement or not providing the vehicle, concerned controlling officer of the vehicle will have the right to hire vehicle from the another contractor, at the risk & cost of the original contractor.
- ii) Any excess expenditure incurred by the department for vehicle in pursuance to para 11.1 shall be recovered from the monthly bills or security deposit of the contractor.

13.0 **PARKING:-**

- i) The hired crane may be parked in the premises of Jaipur Discom if space is available. However in this case, the safety & security of the crane shall not be the responsibility of the Jaipur Discom and it will be at the risk of the contractor.

14.0 **DECISION OF THE JVVNL**

Regarding the meaning and effect of the terms & conditions the decision of CE (MM) shall be final and binding on contractor.

- i) The JVVNL reserves the right to award this work wholly or partly to any other suppliers also.
- ii) The JVVNL reserves the right to terminate the contract at any time by giving 15 day notice in writing without assigning any reason thereof.
- iii) JVVNL may award Rate Contract to all such bidder. A panel of such bidders may be formed. At The discussion of Nigam the work order to such bidders may be awarded for different locations as well as for different time duration period.
- iv) In case of any violation of terms & conditions of contract or unsatisfactory service/ Performance, the JVVNL reserves the right to terminate the contract by giving 15 days notice to the contractor.

15.0 **ARBITRATION:-**

- i) In the event of any question, dispute or difference arising under this agreement or in connection therewith, except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief Engineer (MM), JVVNL, Jaipur.
- ii) The agreement to appoint an arbitrator will be in accordance with the arbitration and conciliation act 1996. There will be no objection to any such appointment that the arbitrator is Govt. Servant or that he has to deal with the matter to which the expressed views on all

or any of the matter under dispute. The decision of arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever may be, the Chief Engineer (MM), JVVNL, Jaipur or the said officer shall appoint another person to act an arbitrator in accordance with the terms & conditions of the contract agreement and the person so appointed shall be entitled to proceed from the stage of which it was left out by his predecessors.

- iii) The arbitration may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- iv) The venue of the arbitration proceeding shall be the office of Superintending Engineer (I&S), JVVNL, Jaipur or Chief Engineer (MM), JVVNL, Jaipur or such other places as the arbitrator may decide.

16.0 **FORCE MAJEURE CONDITIONS:-**

If at any time during the currency of contract, contractor's performance in whole or in part be prevented or delayed by the reasons of any war, hostility acts of public enemy, civil commotion, Sabotage, Fire, Floods, Explosion, Epidemics, Quarantine, Restriction, Act of god herein after referred to as "Events" then provide notice and adequate proof of date of occurrence there of the provisions of clause 11 shall not be invoked by concerned authorities of the JVVNL, Provided further that the work under the contract shall be resumed immediately. After such events have ceased to exist and the decision of the Chief Engineer (MM), JVVNL, Jaipur of his authorized officers whether the work has been resumed or not shall be final and conclusive.

17.0 **CONTRACT AGREEMENT:**

The supplier shall execute contract document in the manner as detailed below:-

1. Copy of the rate contract order including specification signed on each page.
2. GCC duly signed.
3. Instructions to tenders duly signed.
4. A non judicial stamp paper worth Rs. 15,000/- (Rs. Fifteen Thousand only) duly signed as under:-

"AFFIXED WITH P.O. No. _____ DATED _____

All the above contract document shall be signed by an authorized person holding valid power of Attorney. A copy of power of Attorney in favour of person signing these documents duly notarised in original on non judicial stamp paper of Rs. 100/- (Rs. One hundred only) shall also be furnished.

18.0 SECURITY AGAINST MATERIALS :

The Contractor shall be fully responsible for the safe custody of all the material issued by JVVNL for the work (s) as per quantity mentioned in Bill of Material enclosed along with work order till their completion and handed over to concerned consignee. For this the contractor shall take suitable storage-cum-erection insurance cover note for entire project / material equivalent to cost of Bill of Material of the work order at the store Issue Rate at his own cost. Such insurance will cover any destruction / risk of loss or damage of material by way of theft, damage in transit etc.

The bidder shall be liable to furnish security bank guarantee, in order to secure safeguard against any embezzlement / misappropriation of material. You shall furnish SBG against safe custody of material equivalent to 10 % (ten percent) of contract value within a period of 15 days from work order. The same shall be deposited by the successful bidder either in the form of crossed Bank Draft / Bankers cheque or by way of Bank Guarantee from scheduled Bank on non-judicial stamp papers worth 0.25 % of BG value & max. upto Rs. 25000/- in the prescribed format in favour of the Superintending Engineer (I&S), JVVNL. The Security Bank Guarantee is to be remained valid for a period of commencement & completion period + 03 months from the date of commencement of contract in the first instant and may have to be extended if desired. It will be the sole duty of bidder to get the SBG extended well in time to maintain its validity as desired by the JVVNL. The security bank guarantee shall be released only after completion of 03 month of completion of work/handover of the project whichever is later.

19.0 PERFORMANCE SECURITY:-

The Performance security wherever appearing in the tender document may be read as under:- 3% of the amount of work order, in case of procurement of works; In order to secure / assure due fulfilment of the contract / satisfactory work performance, the successful Bidder(s) upon receipt of preliminary acceptance letter/detailed work order as the case may be shall furnish within a period of 15 days a PBG equivalent to 03 (Three)% of contract value either in the form of crossed Bank Draft/ banker's cheque or by way of Bank Guarantee from scheduled Bank, which shall be got verified from the issuing bank. The BG shall be furnished on non-judicial stamp papers worth 0.25 % of BG value & max. upto Rs. 25,000/- in the prescribed format in favour of the Superintending Engineer (I&S), JVVNL. The Performance Bank Guarantee is to be remained valid for a period of commencement & completion period + 12 Months (Performance Period) + 6 months (grace period for lodging any claims as admissible) from the date of commencement of contract in the first instant and may have to be extended if desired. The performance bank guarantee shall be released only after completion of 12 month performance period satisfactorily from the date of completion of work / Handover of the project whichever is later.

20.0 SAFETY MEASURES:-

The contractor shall follow a safe method of working so that no damage / loss is caused to JVVNL, regarding material and also injury to any of workers. The JVVNL shall not be responsible in any way for the injury caused to contractor's labour while working. The contractors should ensure to get insured his all workers against accident from any Nationalized General Insurance Company. The insurance charges shall be borne by the Contractor. A copy of such policy shall be delivered to the payment making authority along the bills.

21.0 DISPUTES:

- a) All disputes differences or questions whatsoever which may arise between JVVNL and the inspecting agency upon or in relation to or in connection with this contract shall be deemed to have been arisen at Jaipur (Rajasthan) and no court other than the courts at Jaipur (Rajasthan) shall have jurisdiction to entertain or try the same.
- b) In case of any question/dispute, difference whatsoever arise between JVVNL and the inspecting agency upon or in relation to the contract the matter may be referred to the settlement committee constituted by Nigam depositing requisite reference fee with Accounts Officer (MM), JVVNL, Jaipur.

22.0 INCOME TAX (TDS):

The income Tax shall be deducted from each bill at applicable rate while arranging the payment to the contractor.

23.0 NO DUES:

No Dues Certificate will be submitted with the final bill duly signed by nodal officer counter signed by the order issuing authority.

24.0 ESI:-

The firm/contractor will arrange ESI coverage of his workers deployed on the works and as evidence/ proof, he will furnish copy of challan / receipt of the amount paid to the ESI towards such coverage with the every running/ final bill(s).

- 25.0 The contractor shall produce monthly bills in triplicate along with verified challans /receipt of supply material /verified log book and other requisite documents to the Nodal Officer i.e. XEN (Store), JVVNL, Jaipur for processing the bills. Who shall send them to the Sr. Accounts Officer (CPC), JVVNL, Jaipur for payment after due checking/vetting and verifications.

26.0 **SUB-LETTING**

The contractor shall not assign the work to any other person to execute the work in part or full.

27.0 **PRICES:**

The prices quoted shall be firm and inclusive of all Taxes Duties, repairing charges of vehicles, CPF contribution, EPF, ESI and other liabilities, except GST which is payable extra if applicable. The quoted prices shall be percentage (%) below/above to the BOQ in totality. Valuation of the bid shall be done accordingly. Toll tax shall be paid extra along with bill on production of payment slip/receipt.

28.0 **GST:**

The GST will be applicable as per rules in force, which will be paid extra, if applicable on the production of proof. Bidder should furnish GSTIN No. and PAN No. along with copy of documents.

29.0 **CHECKING/ SUPERVISION:** - Any officer has authorized by SE (I&S), JVVNL, Jaipur/ Nodal officer/Controlling officer can be authorized for checking /supervision of the work being executed.

30.0 **NODAL OFFICER:** - The Executive Engineer (Store), JVVNL, Jaipur as shall be the Nodal officer for execution and implement work order/contract.

31.0 **CONTROLLING OFFICER:-** The concern ACOS as shall be the controlling officer for execution and implement work order/contract.

32.0 Award of Rate Contract to successful bidder if same prices are offered by two or more bidders then Nigam (1) May award Rate Contract to all such bidder, if panel of such bidders may be framed. At The discus of Nigam the work order to such bidders may be awarded for different locations as well as for different time duration period or (2)) May select one bidder through manual lottery, in presence of authorized representatives of all such bidders, who desire to be present.

Schedule-I**Must be filled by the bidder and returned with the bid.**

To,

The Superintending Engineer (I&S),
Jaipur Vidyut Vitran Nigam Limited,
Jaipur.

Sir,

With reference to your invitation to tender against specification No. TN- 29, we offer following quantity:-

S. No	Particulars	Tendered Quantity (Nos.)
1	2	3
1	Loading & unloading work of store material at ACOS (JPDC)	ACOS (JPDC)
		1

Yours faithfully,

Signature of tenderer
with stamp

SCHEDULE-II**QUALIFICATION REQUIREMENT****FORLOADING & UNLOADING WORK OF STORE MATERIAL AT ACOS (JPDC)
AGAINST TN-29**

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

1.0 GENERAL:

The Bidder shall become eligible on satisfying the following 'Bid Qualification Requirements' and on production of the signed and stamped copy of required documentary evidence along with the Tender. The tender shall be filled by single bidder.

2.0 Registration:

The bidder should be having registration with SE (TW), JVVNL, Jaipur in class E-I category.

3.0 JOINT VENTURE: - No Joint venture is allowed.**4.0 OTHER CONDITIONS:**

- I) Each up-Loaded paper/ documents should be self-attested sealed & signed by the bidders
- II) The condition bids shall not be considered. If false/fraud is found in the submitted documents then bidder shall be held solely/responsible for this & action shall be taken against the bidder as per provision of GCC/Act/Contractual obligations

**5.0 THE OFFERS OF BIDDER NOT STAISFYING THE ABOVE "BID
QUALIFICATION REQUIREMENT" SHALL BE REJECTED.****6.0 POOR RECORD OF PERFORMANCE AND DELIVERY:**

The bidder who have been black listed **in any of the state Discom** Govt. organization /PSU (Central/state)or with whom business relations have been severed in **Jaipur 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 contractor 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 contractor registration to recover amount of EMD along with severment of business relations for three years from the date of issue of order.
ii) When contractor complies with contractual formalities but does not commence works.	

Appendix-A

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) 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 estimated value of quantity offered on the basis of estimated unit FOR Destination price mentioned in the bidding documents, 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 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 3% 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 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 indicated 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.

- 8)** The purchaser reserves the right for reducing the quantity indicated in the Bid Document at the time of placing the order, looking to the existing requirement & availability at that time.
- 9)** A Bidder debarred under section 46 of the RTTP 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.

10) The contract agreement must be submitted to the purchasing authority within 15 days of receipt of Purchase Order.

11) 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**

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

specific ground or grounds on which he feels aggrieved:

- 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.
- 12.** The bidders should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officers, should not have business activities suspended, should not be blacklisted or debarred by any utility/ government agency, should not have a conflict of interest.

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 thisday of20.....

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.

APPENDIX-C

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

DETAILS OF BANK FOR RTGS

FOR FURNISHING BID SECURITY/BANK GUARANTEE

1.	Account No.	51093320896
2.	Account Holder Name	Accounts Officer (MM)
3.	Bank Name & Branch	State Bank of India Collectorate Branch, Jaipur (Rajasthan)
4.	IFS Code	SBIN0031026
5.	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-D

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

Declaration by the Bidder

In relation to my/ our bid submitted to SE (I&S) 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 :

Signature of bidder

Place :

Name :

Designation :

Address :

APPENDIX-F**Declaration by the Bidder**

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

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

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

Signed _____

Name _____

In the capacity of _____

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

Dated on _____ day of _____

Corporate Seal _____
