

Jaipur Vidyut Vitran Nigam Limited
A Govt. of Rajasthan Undertaking
INSTRUCTIONS TO BIDDERS

1.01. INTRODUCTION:

The bidders, in their own interest are requested to read very carefully these instructions and the terms and conditions as incorporated in Section II & III before filling the bid form. If they have any doubt about the meaning of this Specification or any portion thereof, they shall before submitting the bid furnish to the respective authority of Discom in writing at least fifteen days before the specified date of opening of techno-commercial bids in order that such doubts may be removed. Submission of the bid shall be deemed to be the conclusive proof of the fact that the bidder firm had acquainted themselves and is fully conversant with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in his bid.

1.02 FILLING OF BIDS:

- 1.02.1 Bids shall be submitted in the forms attached with bid document and all blanks in the bid and the schedules to the specification shall be duly filled in. The completed form(s), Schedule(s) shall be considered as a part of the contract documents, in the case of successful bid(s).
- 1.02.2 No addition / alteration should be made in the form of the bid specification and schedules. The bid must comply entirely with specifications. Alternative proposals (if any), shall be separately clearly stated in the covering letter and shall accompany the bid. No communication regarding alternative proposal, post bid clarification on technical matter or price shall be entertained unless bidder is specifically asked for the same by the purchasing authority. Suo moto technical clarification or changes in price or commercial conditions affecting the prices would attract a severe action of debarment from future bid at-least for one year or next bid whichever is later.
- 1.02.3 The bid and all accompanying documents shall be in Hindi/English Language and shall be signed by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the bid.
- 1.02.4 Bids should be filled in, only with ink or typed. No bid filled in by pencil or otherwise shall be considered.

- 1.02.5 All additions, alterations and over-writing in the bid must be clearly signed by the signatory of the bidder otherwise bid will be summarily rejected.
- 1.02.6 The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any room for doubt.
- 1.02.7 The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- 1.02.8 Any printed conditions of sale on the bid shall not be accepted by the purchase Authority. The bidder shall incorporate their conditions of sales, if any, in the text of the bid itself.
- 1.02.9 The bid offer shall be furnished in the following manner:

- i) **First envelope containing proof of deposition of cost of Bid documents & EMD.** Name of item, bid no., time of bid submission, due date for opening of bid and the word 'Envelope-I & Cost of bid documents and Earnest Money / Valid Registration Certificate under relevant class / A certificate of being a Rajasthan / Central Govt. undertaking' should be clearly written on the front side of the envelope.
- ii) **Second envelope for techno-commercial bid.** Name of item, bid no., time of bid submission, due date for opening of bid and the word 'Envelope - II & Techno-Commercial Bid' should be clearly written on the front side of the envelope.
- iii) **Third envelope for price bid.** Name of item, bid no., time of bid submission, due date for opening of bid and the word 'Envelope - III & Price Bid' should be clearly written on the front side of the envelope.

Note : Envelope III containing price bid will be kept in the safe custody of the concerned engineer / officer. It will be opened at a later date in respect of those bidders whose offers are found / adjudged technically and commercially acceptable. The date of opening of "Price Bid" shall be intimated to successful bidders in due course of time. In case of deviation from the stipulated clauses of bid specifications, price bid of the bidder will not be opened.

- iv) **Fourth envelope containing above three envelopes.** Name of item, bid no., time of bid submission and due date for opening of

bid should be clearly written on the front side of the envelope. (All the above envelopes shall be duly sealed individually).

Note : Separate price bid and technical bid are required to be submitted incase total bid value exceeds Rs. 50 Lacs and if the same is upto 50 Lacs, technical bid and price bids shall be submitted in a single envelope. However, two part bidding could be adopted for the item of special nature technology, sophistication or for any other item in the opinion of purchasing officer considered suitable for two part bidding system also irrespective of value.

- 1.02.10 Bidders shall indicate in their bid the name and complete address of Excise authorities under whose jurisdiction are their works / offices falls.
- 1.02.11 All bids and accompanying documents shall be addressed to the Jaipur Vidyut Vitran Nigam Limited.
- 1.02.12 **The bidder should sign the bid form at each page at the end.**
- 1.02.13 Normally telegraphic bid / quotation or bid given in the form other than prescribed form will not be considered.
- 1.02.14 Only one representative, on submission of valid authorization of the signatory of the bid, will be allowed to be present during the opening of the bid.
- 1.02.15 The bidder shall clearly indicate the deviation such as Technical Deviation & Commercial Deviation in the prescribed format only. The deviation indicated elsewhere in the bid shall not be accepted.
- 1.02.16 The bidder must clearly fill up each and every particular of Guaranteed Technical Particulars annexed with Technical specification otherwise he will be responsible for Technical non-responsiveness.

1.03 EARNEST MONEY:

- 1.03.1 Before submitting the offer, the bidder shall deposit with the Accounts Officer (MM), Jaipur Vidyut Vitran Nigam Limited, Jaipur an amount of Rs..... as Earnest Money by cash or crossed Bank Draft / banker's cheque Payable in the name of the Accounts Officer (MM) Jaipur Vidyut Vitran Nigam Limited, Jaipur and obtain a receipt thereof. No other mode of deposit shall be accepted. However, in case amount of earnest money is more than Rs 20,000/- same will be accepted only through banker's cheque / demand draft. Any bid not accompanied by a

copy of the receipt for earnest money / crossed bank draft / banker's cheque or registration certificate or certificate saying that the bidder is a Rajasthan / Central Govt. undertaking / Corporation / Company, shall be rejected and the bid will not be opened.

- 1.03.2 In case of unsuccessful bids, the Earnest Money will be refundable on production of the original receipt, within one month after finalization of the bid. In case of successful bids, the Earnest Money will be adjusted in arriving at the amount of the Security Deposit referred in the General Conditions of Contract on the request of the bidder and remaining security deposit, if any, would have to be furnished either in cash or in the form of Bank Guarantee. If BG is furnished for full amount of security deposit, EMD shall be refunded.
- 1.03.3 Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the Nigam in connection with some other bids/orders shall not be entertained.
- 1.03.4 No interest shall be payable on such deposits.
- 1.03.5 The Purchase authority reserves the right to forfeit Earnest Money deposit or a part thereof in circumstance, which according to him indicate that the bidder is not earnest in accepting/executing any order placed under the specification.
- 1.03.6 The following categories of bidders are exempted from payment of earnest money :-
- i. Firms registered with the respective Discom under the scheme for registration of firms under relevant class / Contractors on furnishing original or Photostat copy duly attested by an officer of the company regarding registration with the name of the item for which registered. However, vender registered under 'A' class shall be exempted for all items. If the bidder is not registered for the material under bid enquiry, they would not be entitled for exemption from earnest money.
 - ii. Rajasthan / Central Government undertaking / Corporation / Company [Refer clause 1.02.9 (i)].

1.04 DOCUMENTS TO BE ENCLOSED WITH THE BID:

The bid shall be accompanied with the following schedules, documents and the fact of their having been enclosed shall be indicated with the techno-commercial bid. The bid which is not accompanied by any or all the following mentioned schedules,

documents or is accompanied by incomplete annexure/ schedules is liable for rejection:-

- i. Detailed description of the equipment/materials.
- ii. Test Certificates and Drawings.
- iii. Schedule of Guaranteed Technical Particulars.
- iv. Details indicating capacity to manufacture and supply.
- v. Departure from the technical and commercial specification as per schedule appended.
- vi. Other details/information in the schedule or annexure, wherever specified in section-II & Section-III.
- vii. All documents required in the prescribed format are to be furnished along-with the bid itself only except an attested copy of BIS (Bureau of Indian Standards) license the copy of certificate shall be furnished as soon as it is obtained by the bidder from the B.I.S. but not later than one day before opening of price bid (wherever it is required), failing which the bid will be summarily rejected.

1.05 RECEIPTS AND OPENING OF BIDS:

- 1.05.1 Sealed covers, in which the bids are enclosed, shall be delivered in the office of the Sr. Accounts Officer (MM), J.V.V.N.L., Old Power House, Banipark, Jaipur, not later than 2.30 PM Indian Standard Time (unless otherwise specified) on the date specified in the notice inviting the bid. Bids shall not be accepted after the time and date fixed for receipt of bids. Bids received after the time and date so fixed will not be entertained / considered.
- 1.05.2 The bids will be opened in office of the Sr. Accounts Officer (MM) at 3.00 PM on the prescribed date in the presence of such bidders or their authorized representative, who choose to be present.
- 1.05.3 If the date fixed for opening of the bids be declared as a public holiday, the bids shall be received and opened on the day on which office re-opens after such holiday(s) on the same time as indicated above.

1.06 VALIDITY OF OFFERS:

- 1.06.1 Bids shall be valid for a minimum period of 120 days from the next date of opening of techno-commercial bids. Bids mentioning a shorter validity period than specified are likely to be ignored.

1.07 SIGNATURE OF BIDDER:

The bid must contain the name, designation and place of business of the person or persons making the bid and must be signed and sealed by the bidder with his usual signatures on each page of every document. Bid by a partnership firm must be furnished with the full names of all the partners and be signed with the partners name by one of the member of partnership or by authorized representative indicating the signatures and designations of the person or persons signed with the legal entity of the Corporation/Companies by the Chairman or by the Secretary or by other person or persons authorized to bind the Corporation/Company in the matter. The bidder should sign the bid form at each page at the end.

1.08 CAPACITY TO MANUFACTURE AND SUPPLY:

- 1.08.1 In order to satisfy the Purchaser that the person/firm bidding is technically/financially capable of executing the proposed order for the Materials/Equipment/Plant Covered by the specification, the bidder shall furnish evidence to this effect in the relevant schedule. In the said schedule, the bidder is required to furnish information about the list of orders secured, supplies made, orders in hand/pending to be executed together with manufacturing capacity of the plant and works and testing facilities available. They may also furnish any other information in this regard which according to them qualifies for getting the order.
- 1.08.2 In case the Purchaser desires to examine and inspect through his representative(s) the said equipment and / or the works of the bidder or his associate, necessary facilities for the same shall be timely arranged by the bidder failing which the offer is liable to be rejected.
- 1.08.3 The bidder shall furnish a copy of latest Balance-Sheet.
- 1.08.4 In case the bidder have supplied the material in the past to the Nigam or any other electrical utilities, then they will provide the complete details of the supplied item with date along-with the details of purchase order(s) obtained in last year indicating quantities and value thereof as per the prescribed format.

1.09 PRICES:

- 1.09.1 The prices quoted shall be 'variable' without any ceiling until and unless specifically asked by the purchaser to quote firm prices. The price variation shall be claimed as per price variation formula

specified in the section-III of the specification. In case 'IEEMA'/ CACMAI changes the applicable formula for price variation for any item and issues guidelines for adopting the same during pendency of the contract, the new formula and guidelines shall become applicable. The price variation shall be applicable only on Ex - works prices. No variation shall be applicable on freight and insurance charges.

1.09.2 All rates / prices must be quoted for delivery F.O.R. destination anywhere in the jurisdiction of Discoms. The contractor / supplier shall be required to dispatch and deliver the ordered goods / material in the store of the Discom as per directions of the Discoms. Unless otherwise specifically indicated in the schedule of prices, requirement and desired deliveries.

1.09.3 The rates / prices quoted shall include the following:-

- i) Ex-works prices including packing and forwarding charges.
- ii) Excise duty including cess, if any.
- iii) Central Sales Tax / VAT
- iv) Insurance Charges.
- v) Freight Charges including unloading charges at site and levies thereof, if any.
- vi) All local duties and taxes, including entry tax for firms located outside the state.

1.09.4 Further the bidders are required to give the component-wise break of the quoted prices in schedule-IV. In case of difference between the component-wise total and the indicated total price, then lesser of the two shall be taken into account.

1.09.5 The bidders quoting 'firm' prices (except in case of bids where prices are required to be quoted on firm price basis) are likely to be ignored. The basic price indices considered for the various components of the price variation formula shall have to be indicated by the bidders in their bids along-with the date so that there may be no difficulty in finalizing the claim on the basis of such price variation formula. The bidders not indicating the basic prices / indices as required are likely to be rejected.

1.09.6 Any bid containing prices not quoted in the manner prescribed under the above sub-clause (1.09.1) to (1.09.4) is liable to be ignored.

1.09.7 No representation for enhancement of rates once accepted will be considered.

- 1.09.8** In the event of receipt of more than two bids of a bidder in the tender box while opening the bids on scheduled time all such price bids may be opened (if the bidder is found qualified for opening of price bids in case of two parts bidding system) and for evaluation purpose, lower of such bids will be considered.
- 1.09.9** When there is a difference between the rates in figure and words, lower of the two rates shall be taken as valid and correct.
- 1.09.10** In case the bidders quote rate of any existing tax / duty higher than the maximum prevailing statutory rate, their bids shall be evaluated at corrected rate of tax / duty i.e. the maximum prevailing statutory rates and accordingly placement of order shall be considered at rates with correct rate of tax / duty if considered reasonable.
- 1.09.11** In case bidder quotes taxes / duties "not applicable" or "Zero" or "Nil" or " - " or indicates the rates lower than the maximum applicable rate / concessional rate against any prevailing rates duties the bidder shall absorb the taxes / duties upto maximum applicable rate.
- 1.09.12** In case bidder quotes any tax / duty inclusive in the Ex-works price and does not indicate the applicable rate of tax / duty then no variation in tax / duty shall be allowed and all the statutory variations in tax / duty shall be on bidder's account.
- 1.09.13** In case bidder quotes any tax / duty inclusive in the Ex-works price and also indicates the applicable rate of tax / duty lower than minimum applicable rate against any prevailing taxes / duties, the bidder shall absorb the taxes / duties upto maximum applicable rate.
- 1.09.14** In case bidder quotes Nil or Dash (-) in the column of insurance in price bid, it shall be the bidder's responsibility to deliver the material safely at designated store / site and comply with the clause no. 1.32 of G.C.C.
- 1.09.15** Any downward variation in the applicable rates of existing taxes / duties or abolition of existing taxes / duties shall be passed on by the supplier to the Nigam irrespective of the timing of supply while in case of upward variation, the same shall be allowed to the supplier only upto the stipulated delivery time. Any statutory levy and taxes imposed after submission of bids shall be on the Nigam's account. However, supplier shall have to furnish supporting document(s) in the form of gazette notification for approval before claiming any upward variation.

1.09.16 Evaluation of the price bids will take into account the Unit landed cost of the material / equipment at the final destination. For the purpose of evaluation the unit landed cost will be arrived at by adding all the elements of the Ex-works / basic price / excise duty, taxes and other statutory levies, freight and insurance charges. So unit landed cost will be (i) Ex-works price + (ii) ED(on ex-works price) + (iii) CST/VAT (on Ex-works + ED) + F&I + Entry Tax. No separate packing and forwarding charges will be paid extra.

1.09.17 Necessary tabulation of bids shall be prepared indicating all invents of unit landed price of all the bidders in the ascending order and L1, L2, L3.....position of the bids will be ascertained.

1.10 APPLICABLE FOR VARIABLE PRICE CONTRACT

1.10.1 The base date for price variation shall be the date as indicated in section - III of the specification irrespective of date of techno-commercial bid opening. In the event any bidder quoting base date different than that indicated in the specification, such a bid will be evaluated considering the base date as indicated in the specification. In case such a bidder appears at L-I position and the order is placed on the bidder then the base date whichever is beneficial for the Nigam i.e. indicated in the specification /quoted by the bidder will be considered for allowing PV to such bidder.

1.10.2 The date of delivery applicable for claiming price variation shall be the date prevailing on the first day of Calendar month which shall be determined in the manner prescribed hereunder.

(i) **When the material is offered within stipulated delivery schedule** : For allowing P.V. the date of delivery shall be considered the date on which material is notified as being ready for inspection or date of receipt of inspection call in the office.

(ii) **When the material is offered after expiry of stipulated delivery schedule** : For allowing P.V. in the cases supplies are made after the expiry of scheduled delivery, the price prevailing in the last month of the stipulated scheduled delivery or the date on which material is notified as being ready for inspection or date of receipt of inspection call in the office, whichever is beneficial to Nigam shall be allowed.

(iii) **When the material if offered ahead of delivery schedule on the request of Jaipur Vidyut Vitran Nigam**

Limited : Normally supplies ahead of delivery schedule shall not be accepted. However in case of urgency of material, if supplies are accepted ahead of delivery schedule, PV shall be allowed on the basis of the material is notified as being ready for inspection or date of receipt of inspection call in the office.

- (iv) **When the material is offered ahead of delivery schedule by firm at their own and accepted by Jaipur Vidyut Vitran Nigam Limited on the request of firm:** Normally the request of the firm to accept the material ahead of delivery schedule will not be accepted. In case firm offers supplies ahead of delivery schedule at their own and such request is accepted by Jaipur Vidyut Vitran Nigam Limited, the price prevailing in the last month of stipulated delivery schedule or the date on which material is notified as being ready for inspection or date of receipt of inspection call in the office, whichever is beneficial to Nigam shall be allowed.

1.11 SALES - TAX

Jaipur Vidyut Vitran Nigam Limited is registered dealer under Rajasthan VAT and Central Sales Tax Act under VAT Reg. No **08372105443** and is entitled to concessional rate of Central Sales Tax / VAT as per rules in force.

1.12 QUANTITIES:

- 1.12.1** The tendered quantity indicated in the accompanied schedule (s) is only provisional and the purchaser reserves the right of revising the same at the time of placing the order.
- 1.12.2** The purchaser also reserves the right to split the quantities and to entrust the order for the supplies to two or more suppliers. The bidder shall agree to supply part quantities ordered on them at the rates / prices mentioned in their bid or the counter offer accepted by the bidder.
- 1.12.3** **Minimum quantity:**
The bidder shall be required to quote minimum quantity as under, failing which the offer may be considered non-responsive:
- a) 2% of tendered quantity in case of poles.
 - b) 5% of tendered quantity for distribution transformers of rating 40 KVA & below and
 - c) 10% of the tendered quantity in case of all other items.

However, this would be only 25% of aforesaid quantity in respect of Rajasthan based bidders. In case the quoted quantity is higher than the required Minimum quoted quantity & the firm does not qualifies for the quoted quantity as per evaluation criterion, the offer be considered for the quantity for which the bidder qualifies as per evaluation criterion but not less than minimum required quoted quantity.

1.12.4 Counter Offer

Depending upon the quantum of purchase, counter offer may be given maximum to (i) first 30 firms or 50% of responsive firms, whichever is more in case of distribution transformers of rating 40 KVA and below, LT Cables, Conductors and fabricated steel items (II) to all firms in case of poles (III) first 10 firms in case of other items except for items mentioned in item No. I & II above.

In the event of above, before giving next counter offer of higher price to eligible bidders, the initial counter offer shall be given to remaining bidders to explore possibility of accepting lower prices by bidder(s) who otherwise were not entitled for receiving counter offer. If no bidder accepts the offered lowest price even in the extended zone then for differential price, the original process be followed.

1.12.5 Notes :

- i) Wherever there are more than one bidder quoting the same price at any level, their ascending order would be determined on the basis of draw of lottery in presence of the bidder who wishes to be present.
- ii) Where the firms are required to be identified by way of draw of lots, such draws would be taken at the level of respective purchase committee except for purchase cases falling within the competence of corporate level purchase committee, such draw shall be made by CE level committee.
- iii) The L-1, L-2..... Status of firms who have matched the counter offered prices may be in accordance with their position as per original ascending order subject to note (i) above.

- iv) Where the bidder by indulgence in carteling quotes unreasonable high price, the Nigam reserves the right to cancel the bids with penal action against the defaulting firms such as severing of business relations with them, or debarring in the next one / two bids as may be considered appropriate by the competent authority.
- v) When it is felt that the L-1bidder/ the one agreeing to supply at the counter offered price cannot supply the total quantity in required time schedule or it is not desirable to depend on a single supplier, the quantities can be distributed to other firms (not necessarily all agreeing to the L-1 rates).

1.13 DELIVERY:

The delivery schedule being the essence of the Contract, the bidder should quote firm deliveries in the schedules appended with this specification. The bidder shall clearly state delivery schedule i.e. the commencement period of supplies and the quantity of each item to be supplied per month.

1.14 DRAWINGS TEST CERTIFICATES & GUARANTEED TECHNICAL PARTICULARS:

- 1.14.1 Wherever required dimensional drawings indicating the general and/or detailed constructional features/cross sectional views/assembling or dismantling / schematic arrangement/curves and charts /layout for the material/equipment and its erection and commissioning and use wherever specially required under section-III of this specification shall be furnished along-with the bid.
- 1.14.2 Notwithstanding anything contained in sub para (a) above, the bidder may also furnish such drawing which according to them are desirable for the material/equipment offered.
- 1.14.3 The purchaser may require the drawings as furnished by the bidder to be modified to suit the requirements of the specification. The approval of final drawings shall be necessary and binding and the supplies shall conform to the same.
- 1.14.4 Original / attested Photostat copies of the latest type test certificates as elaborated in Section III of Technical Specification for all the type tests wherever prescribed in the relevant latest editions of ISS shall be furnished along-with the bid. The type test certificates should not be older than 3 years.

- 1.14.5** In case of any specific alternative requirement of type test, the same shall be furnished as per Section III of this specification.
- 1.14.6** The bidder /supplier shall be required to furnish the routine /manufacture (s) factory test certificate (s) for the test carried out during manufacture in accordance with the latest standard specifications.
- 1.14.7** The bids not accompanied by the drawings and type test certificates in terms of sub clause (1.14.1) & (1.14.2) above and guaranteed technical particulars as per Section III are liable to be rejected.
- 1.14.8** The Purchaser may revise or amend the specification at any time with due intimation to the bidders prior to the date notified for opening of the techno-commercial bids. Such revision or amendment, if any will be communicated to all the bidders as addenda to this invitation of the bid.

1.15 SAMPLES:

Wherever required in Schedule -III of the Specification, the bidder shall furnish the samples of the material/equipment to be supplied. The purchaser will not be responsible to accept any cost involved in furnishing the sample (s). Sample (s) of the unsuccessful bidders will be returned provided the sample(s) is/are not damaged/broken during transit/testing etc. if any. Such samples will be collected back by the unsuccessful bidders from the office/stores of the purchaser within two months of notice given by the purchaser; otherwise same will be auctioned as a scrap without any financial liability on the purchaser.

1.16 GENERAL:

- 1.16.1** Proof of deposition of cost of bid document by the bidder is essential for the consideration of their bid. Only one bid will be accepted against each copy of the specification purchased. This specification is not transferable. The cost of bid form once sold will not be refunded under any circumstances. The bidder possessing more than one factory at different location shall not submit offers with different rates / same rates for each of his factories against one bid form purchased by him. In such an event, the bidder is liable to be rejected. In case the bidder desires to submit offer for each of his factories, he will have to submit separate bids for each of his factories and independently comply with all the bid conditions including bid fee, E.M.D. etc.

- 1.16.2** The supplier shall treat the details of the specification and other bid documents as private and confidential and they shall not be reproduced without the written authorization of the purchaser.
- 1.16.3** The purchaser does not bind him to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.
- 1.16.4** The fact of submission of bid to the purchaser shall be deemed to constitute a contract between the bidder and purchaser whereby such bid shall remain open for acceptance by the purchaser within the validity period and bidder shall not have any option to withdraw their offer or impair/ derogate the same. Where the bidder is notified about acceptance of their bid by the purchaser during the validity period, they shall be bound by the terms and conditions of various contract documents as per specifications of the bid documents in question until formal contract in this regard, has been executed between them and the purchaser.
- 1.16.5** The Successful bidder shall have to execute contract documents for the proper fulfillment of the same.
- 1.16.6** Any action on the part of the bidder to revise the rates/prices on their own after the opening of the bid may result in rejection of the bid and also debar them from submission of bids to the Nigam at least for one year or next bid whichever is later.
