



**JAIPUR VIDYUT VITRAN NIGAM LIMITED**  
**Office of Superintending Engineer (M&P)**  
**Near 132 KV Chambal GSS, Hawa Sadak Jaipur-302018.**  
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## SECTION-I

### INSTRUCTIONS TO BIDDERS

#### **1.0 GENERAL INSTRUCTIONS:**

- 1.1 The Jaipur Vidyut Vitran Nigam Ltd, or any authority designated hereinafter called 'OWNER' will receive bids in respect of services as set forth in the accompanying specification. All bids shall be prepared and submitted in accordance with these instructions. The Bidder, in his own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in General Conditions of Contract and Technical specification before filling the Bid proposal form. If he has any doubt as to the meaning of this specification or any portion thereof, he shall before submitting the Bid, refer the same to the Superintending Engineer (M&P), Jaipur Vidyut Vitran Nigam Limited, JAIPUR in writing well in time before the specified date of opening of Bids so that such doubts may be clarified. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/ commented by him in his Bid.
- 1.2 Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the bidders.
- 1.3 The works referred herein shall cover the entire scope of the proposal which include the successful completion of performance and guarantee tests which the owner desires to get executed.

#### **2.0 SCOPE OF THE PROPOSAL:**

- 2.1 The Jaipur Vidyut Vitran Nigam Ltd. [Hereinafter to be referred to as JVVNL] is proposing to develop an efficient and effective system for testing and sealing of consumer meters at site in JAIPUR DISCOM with the help of an external Agency having sufficient experience, expertise, adequate financial strength and related infrastructure facilities. The idea is to test the meters for their accuracy including defect if any, noticed at site, and sealing, consumer wise data collection and analysis for monitoring of status and performance of the meters installed at

consumers premises in the area under consideration, and also to increase the consumers' satisfaction level.

- 2.2 The job involves as detailed in **Sec-III (Part-C)** however any work if specifically not mentioned but reasonably implied for the successful implementation and good performance of the proposed work are deemed to be included and are to be executed. The main idea behind the proposed work to develop an efficient and effective system for testing/checking and sealing of Single Phase and Three Phase whole current meters at site in JVVNL.
- 2.3 The Agency is advised in its own interest to examine the bid documents, instructions, forms, terms and general information. Failure to provide information, which is essential to evaluate the bid or to provide timely clarification or substantiation of the information supplied or submission of bid not substantially responsive to the bid document may result in disqualification.

### **3.0 QUALIFICATION REQUIREMENTS:**

The qualification requirements of the bidders are mentioned in **Sec-III (Part-B)** of the bidding documents. The bids of bidders fulfilling these requirements only would be considered for evaluation & award of contract.

### **4.0 AMENDMENTS TO BID DOCUMENT:**

At any time prior to the date for submission of bid as well as up to opening of price bid, JVVNL may for any reason, whether of its own or by way of clarification given at the request of prospective Bidder, modify the bid document by issue of amendment(s) which shall form part of it. The addenda shall be sent in writing to all the prospective Bidders, who shall return one copy of it duly signed along with their bid. Extension to the due date, if considered necessary may be made.

### **5.0 DEVIATION FROM BID DOCUMENTS:**

The bid offer must have 'No Deviation' Certificate as per schedule 2 & 3. In any case offer with deviation or conditions shall not be accepted.

### **6.0 SUBMISSION OF BIDS:**

The bidder, in their own interest, are requested to read very carefully Sec-I Instruction to bidders, Sec-II General Condition of Contract & Sec-III (Part-B) Technical Specification before filling the bid. The Bid documents be downloaded from JVVNL website [www.jaipurdiscom.com](http://www.jaipurdiscom.com) or [www.http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) and upload the tender on website of RISL [www.http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) No hard copy of the bidding documents will be provided to the bidders through this office. In case of any discrepancy found in bidding documents downloaded from the website and appended with the bid (as a bid document) and original copy of such document available in the office of Superintending Engineer (M&P), Jaipur Discom, Jaipur will be considered as final document for all purpose. The cost of Bid document as published in NIT shall be furnished along with EMD one day prior to opening of bid and scan copy be upload on website of RISL. The document shall be downloaded/ uploaded in the manner prescribed in bid document.

- 6.1 Tenders shall be submitted online in the electronic format attached here to and all blanks in the tender and the schedule to the specification shall be duly filled in. The completed forms, schedule(s) shall be considered as part of the contract documents in the case of successful tenderer(s).
- 6.2 No alteration should be made to the format of the tender specification and schedules. The tenderer must comply entirely with specification.
- 6.3 The tender and all accompanying documents shall be in Hindi/English Language and shall be signed digitally by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the tender.
- 6.4 Tender should be filled in only with ink or typed and must be submitted online after signing digitally.
- 6.5 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.
- 6.6 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.
- 6.7 The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- 6.8 Any printed conditions of sale on the bid shall not be accepted by the purchase Authority.
- 6.9 The tender offer shall be submitted in time specified on <http://eproc.rajasthan.gov.in> in electronic format in the following manner:
- i) COVER – I for details of EMD / Valid exemption certificate/ Registration certificate with copy of letter indicating validity of B.G. / Tender processing fee and Cost of Tender document (to be filed in pdf format).
  - ii) COVER – II for Techno- Commercial Bid (to be filed in pdf format)

In this part of bid, tenderer will have to furnish all requirement details of Technical Specification **[Sec-III (part-B)]** and confirmation of commercial terms and conditions of GCC (General Conditions of Contract) and its addendum/corrigendum, if any, along with details required in various schedules “EXCEPT THE PRICE SCHEDULE” so that the purchaser may be able to examine whether the offer submitted is technically acceptable and also confirm to our commercial terms and conditions or not.

- iii) COVER – III for Financial/Price Bid/BOQ (to be filed in pdf and xls format).

This price bid shall include submission of details of prices as per Schedule-8 of the tender document. Bidder shall quote suitable rates for the all the activities / services to be rendered for individual zone, for more than one circle or for JVVNL as whole but individual rate for each circle as specified in the schedule-8. The price bid will be opened only after being satisfied with Technical and Commercial

Bid as per qualifying requirement stipulated in the Specification and bid of such qualified bidders will only be opened. The date of opening of such price Bids will be intimated in due course of time.

- 6.10 Bidders shall indicate in their bid the name and complete address of Excise authorities under whose jurisdiction is their works / offices falls.
- 6.11 All bids and accompanying documents shall be addressed to the S.E. (M&P), Jaipur Vidyut Vitran Nigam Limited, Jaipur.
- 6.12 The tenderer should sign the tender documents digitally and stamped on each page.
- 6.13 The tenders given in the form other than prescribed form will not be considered.
- 6.14 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.
- 6.15 The conditional bids shall not be accepted.
- 6.16 The bidder must clearly fill up each and every particulars as specified in Bid Proposal Form otherwise he will be responsible for non-responsiveness.

## **7.0 EARNEST MONEY DEPOSIT:**

- 7.1 The bidder shall furnish bid guarantee (Earnest Money Deposit) either in cash or by crossed bank draft payable in the name of **Accounts officer (JPDC), JVVNL, Jaipur**. The copy of cash receipt for EMD or DD shall accompany with the bid in an envelope as per instructions given in these bidding documents. No other mode of deposit shall be accepted.

OR

The bidder shall furnish 20% amount of earnest money deposit in cash or by crossed bank draft payable in the name of **Accounts officer (JPDC), JVVNL, Jaipur**, along with irrevocable bid bank guarantee of balance 80% amount on the Rajasthan State Non Judicial Stamp Paper of Rs. 100/- duly authenticated either by a first class Magistrate or Notary Public or directly confirmed by the issuing Bankers furnished valid for a period of 180 days excluding the grace period of 90 days.(Bid bank guarantee format is enclosed at Annexure-A(INB).The receipt of deposit of 20% amount of EMD and bank guarantee for balance 80 % amount shall accompany with the bid in an envelope as per instructions given in these bidding documents. "In case of invocation of Bank Guarantee issuing Bank must authorize for entertaining the case at the sister branch located in Rajasthan". The Bank Guarantee must be from any Nationalized/Scheduled Bank.

- 7.2 Postal orders/ cheques / other forms are not acceptable.
- 7.3 In consideration of the bid for purpose of award, the bidder shall keep his bid valid for a period of 180 (One hundred eighty) days from the date of opening of Techno-Commercial bids. During this period the bidder agrees not to vary, alter or revoke his bid as a whole or in part. If the bidder, however, fails to keep his bid valid in the aforesaid manner or varies it during the period then the owners shall be entitled to forfeit the

- bid guarantee (EMD) amount including the bank guarantee without any notice or proof of damages etc.
- 7.4 The successful bidder will have to submit the Bank Guarantees as per clause 7.0 of the General Conditions of Contract towards fulfillment of security obligations of the contract.
  - 7.5 If the successful bidder fails to submit bank guarantees within 15 calendar days from the date of receipt of detailed work order or fails to sign the contract agreement in accordance with the clause 5.0 of the GCC or fails to execute the order placed under this specification then the Earnest Money Deposit amount (Bid guarantee) will be forfeited by the owner without any notice.
  - 7.6 The Earnest Money Deposit (Bid guarantee) of all unsuccessful bidders except that of the successful bidder will be refunded /released on production of receipt within thirty (30) days after the award of the contract.
  - 7.7 The Earnest money deposit (Bid guarantee) of successful bidder(s) will be refunded / released after furnishing security deposit as per clause no. 7.0 of the General Conditions of the Contract .
  - 7.8 Request for adjustments / proposal for acceptance of Earnest Money Deposits, if any, already lying with the Nigam in connection with some other bids / orders, whatsoever shall not be entertained.
  - 7.9 No interest will be payable by the owner on the above Earnest Money Deposit (Bid guarantee).
  - 7.10 The firms/contractors registered with Jaipur Discom for Central Labour Rate Contract /Turnkey work in E-1 class under vendor Registration scheme shall furnish earnest money **1 %** as against normal **2 %** (in multiple of Rs. 100 higher side) of the estimated cost put to the tender along with attested copy of the valid vendor Registration certificate for the same shall however have to be accompanied in the bid. The bidders not registered under the 'Class' required for participation in Tender enquiry (Invitation to bidders) would not be entitled for relaxation in Earnest Money Deposition and they have to furnish earnest money **2%**.
  - 7.11 Any bid not accompanied with the requisite EMD (bid guarantee) or valid Vendor Registration Certificate in accordance with aforesaid said provisions will not be opened and shall be summarily rejected.

## **8.0 DOCUMENTS TO BE ENCLOSED WITH THE BID:**

The tender shall be accompanied with the following schedules, documents. The tender who is not accompanied by any or all the following mentioned schedules, documents or is accompanied by incomplete annexure/ schedules is liable for rejection.

- (a) Cover I** (in pdf format) for details of EMD/Tender processing fee and Cost of Tender document as per above mentioned clause No. 6.0.
- (b) Cover II** for techno-commercial bid (to be filed in pdf format) & which should contain following documents/ schedules duly signed and stamped:
  - (i)** Schedule-1 for bid proposal form.

- (ii) Schedule-2 for confirmation with regard to “No Deviation” in respect of Commercial terms & conditions of the specifications.
  - (iii) Schedule-3 for confirmation with regard to “No Deviation” in respect of Technical terms & conditions of the specifications.
  - (iv) Schedule 4 for General Profile of the bidder.
  - (v) Schedule-5(A) regarding qualification requirements for annual turnover/ Profit and Loss account/balance sheet/ Income Tax Returns along with necessary supporting documents and certificate of a registered chartered Accountant for eligibility.
  - (vi) Schedule-5(B) for Details indicating execution of works during last three financial years along with supporting documents like copy of W.O., G-Schedule, final bill, duly notarized completion certificate etc. specified in “Qualification Requirements”.
  - (vii) Schedule-6 for list of past work executed of similar nature.
  - (viii) Schedule-7 for Particulars & Details regarding list of Equipments & Technical hands available as per requirement of specification.
  - (ix) Copy of class “A / B” Electrical Contractor license.
  - (x) Copy of registration with labour department, insurance certificate, and other supporting documents required as per specifications.
  - (xi) Copy of **valid NABL Certificate of accreditation for testing of meters at site** as per clause no. 2 of Section-III (Qualification Requirement) Part-B.
  - (xii) Other details/information in the schedule(s) or Annexure(s), wherever specified in tender document.
- (c) **Cover-III** For financial/price bid/BOQ (to be filled in Excel format) in prescribed schedule-8.

## 9.0 **RECEIPT AND OPENING OF BIDS:**

- 9.1 **Bidder shall submit their bid in electronic format, digitally signed and stamped on each page. Bidder shall procure Digital Signature Certificate (DSC) as per IT act - 2000.**
- 9.2 **The electronically received bids will be opened in the office of the Superintending Engineer (M&P), JVVNL, Jaipur on stipulated date & time in the presence of such renderers or their authorized representative, who choose to be present. The system does not permit electronic submission of late tenders after the due date & time.**
- 9.3 In case, the date fixed for opening of the tenders be declared as a public holiday, the bid shall be opened on the next date on which office re-opens after such holiday(s).

## 10.0 **LATE BIDS:**

Any bid(s) received after the scheduled time for submission is liable for rejection.

## 11.0 **SIGNATURE OF BIDDER:**

- 11.1 The tender must contain the name, designation and place of business of the person or persons making the tender and must submit **online & signing digitally with his DSC (Digital Signature)**. Tender by a partnership firm must be furnished with full names of all the partners and should be signed **digitally** by one of the member of partnership firm or by a authorised representative indicating the designation of the

person or persons, with authority letter signed by the Chairman/ Secretary other person authorised to bind the Corporation / Company in the matter.

- 11.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership firm name, followed by the signature (s) and designation (s) of the authorized partner (s) or other authorized representative (s).
- 11.3 Bids by corporation/ company must be signed with the legal name of the corporation/ company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such corporation/ company in the matter.
- 11.4 A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'Agent' or other designation without disclosing his principal will be liable to be summarily rejected.
- 11.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 11.6 The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 11.7 Erasures or other changes in the bid documents shall bear the initials of the person signing the bid.
- 11.8 Bids not conforming to the above requirements of signing shall be disqualified.

## **12.0 CLARIFICATION OR MODIFICATION OF BIDS:**

To assist in the examination, evaluation and comparison of bids, JVVNL may ask Bidders individually for clarification, in writing. No change in the substance of the bid shall be permitted except as required to confirm the correction of any typographical error. **JVVNL may modify bid document based on discussions with individual Bidders short-listed even after opening of techno-commercial bid .**

## **13.0 UNDERSTANDING AND CLARIFICATIONS ON DOCUMENTS AND SPECIFICATIONS:**

- 13.1 The Bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and terms matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for at least 15 days before the specified date of opening of Techno-commercial Bid for interpretation/clarification by the owner. The Owner, then, will issue interpretation and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the bidder's proposal.
- 13.2 Verbal clarifications and information given by the owner or his employee(s) or his representative(s) shall not in any way be binding on the owner.

**14.0 EFFECT AND VALIDITY OF BID:**

- 14.1 The submission of any bid connected with these documents and specification shall constitute an agreement that the bidder shall have no cause of action or claim, against the owner for rejection of his bid. The owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the owner.
- 14.2 The bids shall be valid for a minimum period of 180 days (One hundred eighty) days from the date of opening of bids. Bids mentioning a shorter validity period than specified are likely to be summarily rejected / ignored.
- 14.3 Owner may ask for extension in validity period. The bidder will be at liberty to accept it or not. In case bidder agrees to extend the validity period without changing his original offer, he will be required to extend validity period of the Bank Guarantee (Submitted against the EMD) suitably.

**15.0 REJECTION OF BIDS:**

- 15.1 Any action on the part of the Bidder to revise the rates/prices and modification in the substance of original tender. Submission of any supplementary information unless & otherwise asked for at his own instance after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bid to the NIGAM at least for one year.
- 15.2 The owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the owner's action.

**16.0 COMPLETION TIME:**

- 16.1 The ordered work is required to be completed within the time frame as mentioned in Technical Specification.
- 16.2 The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified works with requisite quality.
- 16.3 The owner reserves the right to request for a change in the work schedule during pre-award discussions with successful bidder.

**17.0 PRICES:**

- 17.1 The Tenderers are requested to quote FIRM Price in Indian Rupees only.
- 17.2 The bidders should quote the prices only in the manner indicated in schedule-8. The activities of proposed work have been indicated in the schedule-8. The bidder is required to quote the prices of such



component separately. Bidders quoting a system of pricing other than that specified will be rejected/ ignored.

- 17.3 The prices quoted should be Unit all inclusive price including service tax, insurance, registration charges for class-A/B electrical contractor, calibration charges of meter testing equipments etc in accordance with the format given at Schdule-8.
- 17.4 It is the responsibility of the tenderer to make sure about the correct rates of duty/tax if any Levi able on the work/service at the time of tendering. If the rates assumed by the Tenderers are less than the current rates prevailing at the time of tendering, the Nigam will not be responsible for the mistake.

The prices are firm and no price variation whatsoever, shall be allowed for any item or activity.

## **18.0 DUTIES AND TAXES:**

- 18.1 The work contract tax , Service Tax , Sales tax at concessional rate of 4% , excise duty, local taxes, entry tax as applicable/ levi able on the goods procured from outside Rajas than, levies, and other liabilities of Govt , if levi able in respect of the transaction between the owner and the contractor under the contract on the date of opening of bids (techno-commercial) shall be treated as included in the bid price and no additional payment on this account shall be paid by the Nigam.
- 18.2 Any income tax, surcharge on income tax and other corporate taxes including work contract tax, service tax and entry tax as applicable/ levi able on the goods procured from outside Rajasthan as attracted under the law, shall be deducted at source, as per the prevailing Govt. rules by payment making authority from each bill. Necessary TDS certificate shall be issued by payment making authority.
- 18.3 JVVNL is registered dealer under Rajasthan Sales tax and Central Sales tax Act and is entitled to concessional rate of Central/State sales tax as per rules in force. In accordance to above, the prices of material indicated in B.S.R. (G-schedule) include sales tax at the concessional rate of 4% and therefore for supply of material, the sales tax at actual subject to maximum of concessional rate of 4% shall only be payable. Necessary declaration Form 'C' or prescribed certificate for availing supply of material on concessional sales tax shall be issued by the Nigam on completion of ordered work.
- 18.4 Any statutory variation in existing rates of taxes /duties/ levies/charges during contracted completion period shall be to Nigam's account. However, for claiming any such statutory variation, the contractor is required to furnish the documentary evidence /proof in support of the same for scrutiny and approval. Any downward variation in above rates of taxes/duties/levies shall have to be passed on to the Nigam.

## **19.0 POLICY FOR BIDS UNDER CONSIDERATION:**

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the owner to the bidders. While the bids are under consideration, bidders and/

or their representatives or other interested parties are advised to refrain from contacting by any means, the owner and/ or his employees/ representatives on matters related to the bids under consideration. The owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the bidders, either in writing or through personal contact, as may be necessary. Bidder will not be permitted to change the substance of the bid after the bid has been opened.

## **20.0 QUANTITIES:**

The quantities indicated in the accompanied Part-II (VII) are only provisional and owner reserves the right of revising the same at the time of placing the order. JVVNL reserves the right to delete any circle from scope of work.

## **21.0 LOCAL CONDITIONS:**

21.1 The bidder may in its own interest, before submitting the bid, inspect and examine the area involved and satisfy itself regarding the field conditions and present system of testing the meters for their accuracy including at site, sealing, consumer wise data collection.

21.2 For ascertaining the field condition the Agency may contact the respective circle SE (O&M), JVVNL. The details of the area to be covered in the scope of the contract are available at **Section-III Part B**. No claim for change in the bid or terms & conditions of the contract shall be entertained on the ground that the conditions are different than what were contemplated.

## **22.0 PRELIMINARY EXAMINATION AND EVALUATION:**

22.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

22.2 Prior to the detailed evaluation, the owner will determine the substantial responsiveness of each bid to the bidding document. For purpose of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way to the responsibilities or liabilities of the bidder of any right of the owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

22.3 A bid determined as not substantially responsive will be rejected by the owner and shall not subsequently be treated responsive by the bidder by correction of the non conformity by the bidder.

22.4 The "Price bids" of the bidders whose "Techno- commercial bid" found in order & responsive and meets, the qualification requirements as specified in the bidding documents, only shall be opened.

22.5 Bid price shall mean the basic price quoted by each bidder in his proposal for the complete scope of works.

22.6 The owner may waive any minor informity or non- conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

22.7 The owner will evaluate and compare the bids previously determined to be substantially responsive, pursuant to manner specified above, for each package separately. No bid will be considered if the complete requirements covered in the package is not included in the bid.

### **23.0 AWARD OF CONTRACT:**

23.1 Notification of award of contract will be made in writing to the successful bidder(s) by the owner.

23.2 The contract will be awarded to the best qualified and the substantially responsive bidder offering the lowest evaluated bid in conformity with requirements of these specifications and documents and the owner shall be the sole judge in this regard and subject to the provisions of these instructions to bidders and other terms and conditions detailed out in these documents and specifications. A responsive bid is one which accepts all terms and conditions of these specifications and documents without any major modifications. A major modification is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way the responsibilities or liabilities of the bidder or any rights of the owner as required in these specifications and documents. However, the owner may waive any minor formalities or irregularities in the bid.

### **24.0 SIGNING OF AGREEMENT:**

The successful bidder shall, on receipt of Letter of Award from JVVNL enter into a contract with JVVNL by jointly signing an agreement. The draft of the agreement based on the terms sheet, available at Annexure-B(GCC), shall be forwarded to the successful bidder for execution. The agreement shall be executed within fifteen days thereafter. The person to sign the agreement shall be duly authorized by the Bidder.

### **25.0 INSURANCE:**

The bidder's insurance liabilities pertaining to the scope of works are detailed out in clause titled "Insurance" in clause No. 12.0 of "General Conditions of Contract. Bidder's attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the contract.

### **26.0 AMENDMENT IN SPECIFICATIONS:**

The Superintending Engineer (M&P), JVVNL, Jaipur may revise / amend the specification prior to the date notified for opening of the Bids. Such revision or amendment, if any will make available on website of Jaipur Discom.

### **27.0 GENERAL:**

27.1 Specification/Tender document may be downloaded by any of the interested tenderer from <http://eproc.rajasthan.gov.in> for the consideration of his tender up to stipulated date & time. However, online

tenders will only be considered if the tenderer have deposited requisite fee.

- 27.2 The tenderer 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.
- 27.3 The Nigam 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.
- 27.4 The fact of submission of bid to the Nigam shall be deemed to constitute a contract between the bidder and Nigam whereby such bid shall remain open for acceptance by the Nigam 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 Nigam 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 Nigam.
- 27.5 The Successful bidder shall have to execute contract documents for the proper fulfillment of the same.
- 27.6 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.
- 27.7 JVVNL will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- 27.8 JVVNL reserves the right to:
- ❖ Amend the scope of the proposed contract.
  - ❖ Reject or accept any bid.
  - ❖ Cancel the bid process and reject all applications.
  - ❖ Vary the area.
- JVVNL shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions
- 27.9 **Contract Period:** Contract shall be awarded initially for **one year** which may be extended further for **one year** with the mutual consent of the contractor and the Discom.

## 28.0 **NOTE:**

- 28.1 The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed date & time due to non-availability / hanging of website at last moments or any reason whatsoever. The last date of submission of bids will not be extended on such accounts.
- 28.2 Furnishing of Earnest Money/Exemption certificate & proof for deposit of Earnest Money, e-tender processing fees & cost of tender documents before techno-commercial bid opening is essential otherwise the techno-commercial bid in electronic form (cover II and III) will not be opened.
- 28.3 (i) The bidder will have to deposit prescribed cost of tender specification by DD/Banker's Cheque payable in favour of **Accounts Officer (JPDC), JVVNL, Jaipur, payable at Jaipur** up to stipulated date & time in the office of the A.O. (JPDC), JVVNL,

Old Power House Premises, Jaipur and obtain a receipt thereof and they shall upload the receipt along with their online bid.

- (ii) The bidder will have to deposit prescribed EMD by DD/Banker's Cheque payable in favour of **Accounts Officer (JPDC), JVVNL, Jaipur, payable at Jaipur** up to stipulated date & time in the office of the A.O. (JPDC), JVVNL, Old Power House Premises, Jaipur and obtain a receipt thereof and they shall upload the receipt along with their online bid. The firms registered with Discom under "Vendor's Registration Scheme" under appropriate class may furnish earnest money **1% against 2 % of the estimated cost.** However, they have to upload copy of such valid registration along with copy of letter indicating validity of B.G., with their bid. **The tenderer shall ensure that as per the uploaded letter, the B.G. submitted against Vendor Registration is valid on the date of tender opening.**
- (iii) The bidder will have to deposit prescribed Processing Fee by DD/Banker's Cheque in favour of Managing Director, RISL, payable at Jaipur with the SE (M&P) JVVNL, Jaipur up to stipulated date & time in Near Govt. Press, Chambal Power House, Jaipur and obtain a acknowledgement thereof and they shall upload the acknowledgement along with their online bid.
- (iv) The bidder will furnish bank guarantee, if required as per qualifying requirement, in the office of the SE (M&P), JVVNL, Chambal Power House, Jaipur.

- 28.4 Deviations, from technical and commercial terms & conditions, if any, shall invariably be stated in schedule 3 & 4 of Volume-I. Mentioning of such deviations elsewhere will not be considered. The standard printed conditions of sales and other if any attached with the tender will not be considered.
- 28.5 Discom's reserve the right to accept minor deviation(s) in qualifying requirement and techno- commercial conditions on its merits.
- 28.6 The Nigam will respond in writing to any request for clarification on tender documents which it receives not later than 15 days prior to deadline for submission of tender, after which no correspondence shall be entertained.
- 28.7 The bidders should provide complete information at the time of submission of bid. However, if the bidders are asked to furnish some clarification/confirmation/documents, the bidders are required to furnish the same within specified time failing which; the case shall be finalized /decided on the basis of available information. The responsibility of their bid being ignored on account of delay in furnishing of desired information/documents shall be of the bidder.
- 28.8 All tender documents shall essentially be signed digitally and submitted on <http://eproc.rajasthan.gov.in> in time as per checklist provided with the tender document. The checklist along with relevant page nos. shall also be submitted with the tender.
- 28.9 The tender documents can be downloaded from web site <http://eproc.rajasthan.gov.in>. Details of this tender notification can also be seen in NIT exhibited on website [www.jaipurdiscom.com](http://www.jaipurdiscom.com). Tenders are

to be submitted online in electronic format only on website <http://eproc.rajasthan.gov.in>.

- 28.10 The bidders who are interested in bidding can download tender documents from <http://eproc.rajasthan.gov.in> up to the stipulated date & time.
- 28.11 Bidders who wish to participate in this tender enquiry will have to register on <http://eproc.rajasthan.gov.in>. To participate in online tenders, Bidders will have to procure Digital Signature Certificate (Type – II or Type – III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- 28.12 Contact No. 0141–4022688 (Help desk 10.00 AM to 6.00 PM on all working days)
- 28.13 E-mail [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)
- 28.14 Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
- 28.15 Bidder shall submit their offer online in electronic formats both for technical and financial proposals. However, cost of specification and EMD in the office of A.O. (JPDC), JVVNL, Jaipur and processing fees in the office of SE (M&P), JVVNL, Jaipur should be submitted physically at 132KV GSS Chambal Power House, Hawasarak, Jaipur, up to stipulated date & time. The tenderer shall upload scanned copies of receipts / acknowledgement of above fee documents along with their online bid.
- 28.16 Bidders are also advised to refer “Bidders Manual” available under “Downloads” section for further details about the e-tendering process.

All the required information shall be furnished strictly in prescribed Schedules/Formats only. Any information indicated other than the prescribed schedules/formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Schedules/Formats.

ANNEXURE-A (INB)**BID BANK GUARANTEE  
(FOR EARNEST MONEY DEPOSIT)**

(Bank Guarantee in lieu of 80% of earnest money on non-judicial stamp paper worth Rs.100/-)

Ref : Bank Guarantee No. ....

Dated: .....

To,

The Superintending Engineer(M&P),  
Jaipur Vidyut Vitran Nigam Limited,  
132KV GSS Chambal Power House,  
Hawasarak, Jaipur.

1. Whereas..... *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its bid dated .....*[date of submission of bid]* for the execution of..... *[name of work]* (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.....*[address 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 \_\_\_\_\_.
3. THE CONDITIONS of this obligation are:
  1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form; or
  2. If the bidder refuses to accept the correction of error in his Bid; or
  3. 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, if required; or
    - (b) fails or refuses to furnish the performance security, in accordance with the General Conditions of Contract;
4. We undertake and authorize our branch situated at Jaipur (Rajasthan) address: \_\_\_\_\_ 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 SUPERINTENDING ENGINEER (M&P), 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 evoke this guarantee during its currency except with the previous consent of the SUPERINTENDING ENGINEER (M&P), 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 at Jaipur in Rajasthan alone.
10. This guarantee will remain in force up to and including one hundred Eighty (180) days after the date of the opening of bids, i.e. upto \_\_\_\_\_ , with a further grace period of Ninety (90) days and any demand in respect thereof should reach the Bank not later than the above date.

Yours faithfully,  
Bankers  
(EXECUTANT)

Witness :-

- 1.
- 2.

\* The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of bid. This figure should be same as shown in clause No. 7.0 of the "Instructions to Bidders".



ANNEXURE – B (INB)

## Bank Guarantee (for EMD) verification checklist

	<b>CHECK - LIST</b>	<b>Yes</b>	<b>No</b>
1.	Does the bank guarantee compare verbatim with standard Performa for BG		
2. (a)	Has the executing Officer of BG indicated his name designation & power of Attorney No. / Signing power Number etc. on BG.		
(b)	Is each page of BG duly Signed/ initialed by the executants and last page is signed with full particulars as required in the standard Performa of BG and under the seal of the bank.		
(c)	Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager.		
3. (a)	Is the BG on non-judicial stamp paper of appropriate value		
(b)	Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper is issued not more than Six months prior to the date of execution of BG.		
4. (a)	Are the factual details such as Bid specification No., contract price, etc , correct		
(b)	Whether Overwriting /cutting, if any on the BG, authenticated under signature & seal of executants.		
5.	Is the amount and validity of BG is inline with contract provisions.		
6.	Whether the BG has been issued by a Nationalized bank / Non- Nationalized Bank acceptable to Buyer /Scheduled Bank in India (the applicability of the bank should be in line with the provisions of bidding documents).		

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date:

Signature: \_\_\_\_\_

Place:

Seal / common seal