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1. 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 upto 6.00 p.m. one day prior to schedule date of opening of respective bid mentioned above documents and submit their bids online upto 12.00 p.m. on schedule date of opening of respective bid mentioned above.
2. Eligible bidders should submit their bid well in advance instead of waiting till last date. JDVVNL will not be responsible for non-submission of Bid due to any website related problems.
3. The Tender process fee **Rs.1,000/-** to be paid by Demand Draft/Banker's Cheque in favour of MD,RISL, Jaipur and cost of tender specifications **Rs.2,950/-** to be paid by Demand Draft/Banker's Cheque in favour of SR. AO (CASH & CPC), JDVVNL, Jodhpur (payable at Jodhpur), be deposited in the office of the Senior Accounts Officer (Cash & CPC), JdVVNL, New Power House, Industrial Area, Jodhpur (payable at Jodhpur) upto 4.00 p.m. upto one WORKING day prior to schedule date of opening of respective bid.

4. The Bid Security amount (as applicable) to be paid by Demand Draft/Banker's Cheque in favour of SR. AO (CASH & CPC), JDVVNL, Jodhpur (payable at Jodhpur) **342003 upto 4.00 p.m. upto one WORKING day prior to schedule date of opening** of respective bid or Bank Guarantee, in specified format, of a scheduled bank in favour of Superintending Engineer (MM&C), JDVVNL, Jodhpur, be deposited to the Sr. Accounts Officer (MM&C), JDVVNL, New Power House, Industrial Area, Jodhpur-342003 upto 4.00 p.m. **upto three WORKING days prior to schedule date of opening** of respective bid. The Bank Guarantee against Bid Security be issued by Nationalized / Scheduled Bank. The same may be accepted after confirmation by issuing Bank. If any Bid Security Bank Guarantee not in proper format / not confirmed by the issuing Bank the same would not be accepted and the bidder would be immediately shorted out from bid process.
5. The bidders are required to **upload the** receipt of depositing all above payments along with their tender at the relevant place on the scheduled date & time otherwise their bids are liable to be rejected.

- 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 downloading/ uploading of tender you may contact in the RISL, Jaipur Rajasthan at following Contact/address

Address of RISL: -

Raj COMP Info Services Limited (RISL)
1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
(Rajasthan)
Phone: 0141- 5103902, 4031900 Fax: 0141-2228701
Web: <http://risl.rajasthan.gov.in>
Email: info.risi@rajasthan.gov.in

JODHPUR VIDYUT VITARAN NIGAM LIMITED
MATERIAL MANAGEMENT CIRCLE
NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR-342003
Phone: (0291)2742223/Fax: (0291) 2746539/E-Mail-semmcjdvvnl@gmail.com

TENDER SPECIFICATION NO. JdVVNL/SE (MM&C)/EIAI/TN-1335

Tenders are hereby invited in e-tender system for Purchase of **STAR-1, EEL-2**, 11/0.433 KV, Distribution Transformers of 160 **KVA** rating.

Tenders are to be submitted online in electronic format on website <http://eproc.rajasthan.gov.in>. The details are as under-

S. No.	Name of Item	Quantity (Approx.)
1.	160 KVA, 11/0.433 KV, STAR-1, ENERGY EFFICIENCY LEVEL-II, 3 PHASE, ALUMINIUM WOUND, DISTRIBUTION TRANSFORMERS	234 Nos.

A	NIT No.	TN-1335
B	Cost of tender specifications	Rs. 2500.00 + GST@18% = Rs. 2,950.00 (Non -Refundable) (Rs. Two Thousand Nine Hundred & Fifty Only)
C	Processing fee of RISL	Rs. 1000.00 (One Thousand Only) (Non -Refundable)
D	Bid Security to be deposited with the tender	(i) General Bidder: Rs. 6.49 Lacs (ii) Sick Unit : Rs. 3.25 Lacs. (iii) SSI Units of Rajasthan: Rs. 1.63 Lacs.*
E	Validity	120 days from the next date of opening of techno-commercial bid.
F	Base date for price variation	01.11.2017 (Irrespective of tender opening date)

IMPORTANT DATES

S.N.	Events	Date & Time	Location
1	Date of downloading of tender specifications	Up to 28.12.2017 (06:00 PM)	www.jdvvnl.com & http://eproc.rajasthan.gov.in
2	Deposit of cost of Tender Specifications, Processing fee & Earnest Money	Up to 28.12.2017 (4:00 PM)	Office of Sr. A.O (Cash & CPC), JdVVNL , New Power House, Industrial Area, Jodhpur
3	Last Date & time of submission of electronic bid	Up to 29.12.2017 (12:00 NOON)	http://eproc.rajasthan.gov.in
4	Opening of Technical Bid	29.12.2017 (3:00 PM)	http://eproc.rajasthan.gov.in
5	Opening of Price Bid	To be intimated separately to the qualified bidders	http://eproc.rajasthan.gov.in

* 0.5% of the value of the quantity offered by the firm in case any SSI units of Rajasthan quotes less than the tendered quantity, failing which bid shall be considered non-responsive.

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.

The bid security may be given in the form of banker's cheque or demand draft in favour of Senior Accounts Officer (Cash & CPC), JDVVNL, Jodhpur payable at Jodhpur or bank guarantee, in specified format, of a scheduled bank in favour of Superintending Engineer (MM&C), JDVVNL, Jodhpur up to stipulated date & time, and obtain a receipt/acknowledgement thereof. No other mode of deposit shall be accepted

NOTE:-

- 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 above.**
- 2. 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.**

Schedule – I**SCHEDULE OF REQUIREMENT**

160 KVA, 11/0.433 KV 3 PHASE ALUMINIUM WOUND DISTRIBUTION TRANSFORMER UNDER SPECIFICATION NO. JdVVNL/SE (MM&C)/EIAI/TN-1335.

Sr. No.	Item/Rating	Quantity (in Nos.)
1	160 KVA, 11/0.433 KV Aluminium Wound BIS LEVEL-2 (STAR-1) Distribution Transformers. The prices of transformer shall be variable as per IEEMA Price Variation Formula without any ceiling (with base date 01.11.2017)	234 Nos.

NOTE:-

The quantities as mentioned in the schedule of requirements are tentative and may increase/decrease as per the requirement of the Nigam.

SCHEDULE- II

PRICE VARIATION CLAUSE FOR ALUMINIM WOUND DISTRIBUTION TRANSFORMERS COMPLETE WITH ALL ACCESSORIES AND COMPONENTS (FOR SINGLE AND THREE PHASE OF RATINGS UPTO 2500 KVA AND VOLTAGE UPTO 33 KV)
(BEE / ENERGY EFFICIENCY LEVEL AS PER IS:1180(PART-I): 2014) Supplied against domestic contracts UNDER **TN-1335**

This price variation clause is applicable for 'Single Phase & Three Phase Aluminum Wound Distribution Transformers' for BEE / Energy Efficiency Level as per IS:1180 (Part-I):2014 of rating upto 2500 KVA and voltages upto 33 KV. The clause is to be used for domestic contracts.

The price quoted/ confirmed is based on the input cost of raw material / components and labour cost as on the date of quotation and the same is deemed to be related to prices of raw materials and all India average consumer price Index number for industrial workers as specified in the price variation clause given below. In case of any variation in these prices and index numbers, the price payable shall be subject to adjustment, up or down in accordance with following formula.

$$P = \frac{Po}{100} \left\{ 10 + 19 \frac{AL}{ALO} + 30 \frac{ES}{ESo} + 13 \frac{IS}{ISo} + 4 \frac{IM}{IMo} + 11 \frac{TO}{TOo} + 13 \frac{W}{Wo} \right\}$$

Wherein

- P** = Price payable as adjusted in accordance with the above formula.
Po = Price quoted/ confirmed.
ALO = Price of LME CSP Average of Aluminium (refer notes)
This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.
ESo = Price of CRGO Electrical Steel Lamination (refer notes)
This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.
ISo = **Price of HR coil of 3.15 mm thickness** (refer notes).
This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.
IMo = Price of insulating Materials (refer notes)
This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.
TOo = Price of Transformer Oil (Refer notes).
This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.
Wo = All India average consumer price index number for industrial workers as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base 2001=100) This index number is as applicable on the first working day of the month, three months prior to the date of tendering.

For example, if date of tendering falls in December, 2015, applicable price of Aluminium (ALo) and Transformer Oil (TOo) CRGO Steel Sheets (ESo), HR Coil (ISo) and insulating material (IMo) should be as on 1st November, 2015 and all India average consumer price Index number (Wo) should be for the month of September, 2015.

The above prices and indices are as published by IEEMA vide circular reference number IEEMA (PVC) / DIST_PWR_TRF/-/- one month prior to the date of tendering.

- AL** = Price of LME CSP Average of Aluminium (refer notes)
This price is as applicable on the 1st working day of the month, one month prior to the date of delivery.
- ES** = Price of CRGO Electrical Steel Lamination (refer note)
This price is as applicable on the 1st working day for the month, one month prior to the date of delivery.
- IS** = **Price of HR coil of 3.15 mm thickness** (refer notes)
This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.
- IM** = Price of insulating Materials (refer notes)
This price is as applicable on the 1st working day of the month, one month prior to the date of delivery.
- TO** = Price of Transformer Oil (refer notes)
This price is as applicable on the 1st working day of the month, one month prior to the date of delivery.
- W** = All India average consumer price index number for Industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base 2001=100) This index number is as applicable on the first working day of the month, three months prior to the date of delivery.

For example, if date of delivery in terms of clause given below falls in Dec. 2015, the applicable price of aluminium (AL) and Transformer Oil (TO), CRGO steel sheets (ES), HR coil (IS) and insulating material (IMo) should be as on 1st Nov. 2015 and all India average consumer price index number (W) should be for the month of Sept. 2015.

The above prices and indices are as published by IEEMA vide circular reference number IEEMA (PVC) / DIST_PWR_TRF/-/- one month prior to the date of delivery.

The date of delivery is the date on which transformer is notified as being ready for inspection / despatch (in the absence of such notification, the date of manufacturer's despatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.

The claim of price variation shall be governed as per the Clause No. 1.10.2 of Instructions to Bidders.

NOTE- The Base date will be 01.11.2017 irrespective of date of tender opening.

SCHEDULE II A

PRICES & PRICE VARIATION

- a) The prices quoted shall be variable as per Price Variation Formula given in the Specification (**Schedule-II**) without any ceiling.
- b) If the price variation formula/**Indices** is changed, the same shall be applicable for the price variation. During the transit period when both old and new indices are being circulated, then the admissible Price Variation shall be applicable, which is advantageous to Nigam, and the period from which the old indices are discontinued then the P.V. shall be admissible with the new indices.
- c) 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 is 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 Nigam 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 Nigam, 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.

JODHPUR VIDYUT VITRAN NIGAM LIMITED**A Govt. of Rajasthan Undertaking****Prescribed technical specification for supply of**

(Name of Material/Equipment/Machinery/T&P etc.)

S.No.	Technical specification to which material/equipment/ Machinery/T&P shall confirm	Name of IS/other standard specification to which material should confirm	Other particulars if any.
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Certified that we agree to all the aforesaid technical specification except at S.No. í . for which our technical specification shall be as under:-

S.No.	Technical specification to which material/equipment/ Machinery/T&P shall confirm	Name of IS/other standard specification to which material should confirm	Other particulars if any.	to
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(Signature)Name & Designation
with seal of the bidder.

SCHEDULE-III-A

QUALIFICATION REQUIREMENT FOR PURCHASE OF 160 KVA, 11/0.433 KV 3 PHASE ALUMINIUM WOUND ENERGY EFFICIENT LEVEL-2 (STAR-1) DISTRIBUTION TRANSFORMERS UNDER SPECIFICATION NO. JdVVNL/SE (MM&C)/EIAI/TN-1335.

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.

I) The bidder should be a manufacturer of offered items. The offers from sole selling agent/ authorized dealers shall not be entertained.

II) The bidder is required to quote for **minimum 10 %** of tendered quantity, failing which the offer may be considered Non-Responsive.

III) **The bidder should have designed, manufactured/fabricated, tested and supplied to** Licensed Power Utility/Discoms/Govt. Departments **Distribution Transformers at least 2XQQ (QQ being the quoted quantity)** of similar or higher rating (Block of 160 KVA, 250 KVA, 315 KVA,500 KVA & 630 KVA and higher rating Three phase transformers is to be considered for qualifying criteria) **in last three financial years from the date of opening of techno commercial bid (For quantity verification C.A. Certificate should be furnished in prescribed proforma as per schedule-VII(A) only). However, this will not be applicable for transformers having different number of phases i.e. quantity supplied in three phase transformers will not be considered for single phase and vice-versa.** The material supplied and accepted for same/higher rating for turnkey projects to a licensed power utility/Govt. shall be considered for the purpose of evaluating criteria. The certificate given by C.A. shall indicate above separately.

Note:- The CA Certificate should be furnished on the letter head of CA and must be signed by the bidder and C.A. firm. The details i.e. address of C.A. & membership No. shall clearly be mentioned on C.A. certificate. In case C.A. certificate is not signed by the bidder/furnished without membership No. & address of C.A. then same may not be considered for which responsibility rests with the bidder.

In support of fulfillment of the past supply criteria, the bidder shall furnish documentary evidence in the form of certificate from Chartered Accountant in the enclosed prescribed proforma only. This prescribed proforma should be furnished either in original or copy duly attested by Notary. The bidder shall also sign and affix seal on the C.A. Certificate. The certificate should have membership number with the name & address of the chartered accountant. Certificate should clearly indicate the quantity supplied, period of supply, voltage Class, Rating of the Transformer etc. in the format prescribed, any deviation to format or information diverted format, will not be considered and rejected.

IV) The BIS is must for participation in the bid along with the type test reports of offered type and design which should not be older than five years as on date of opening of technical bid. The type test should be conducted on one unit i.e. Short Circuit Withstand Test, Lightning Impulse Voltage Withstand Test, Temperature Rise Test and Pressure Test as per IS:1180 (Part-I)/2014 .The firm will furnish Type Test SBG of Rs.5.0 lac in lieu of non furnishing of Type Tests Reports of offered type & design . The firm will also furnish the valid BEE Certificate (16 KVA 3-phase to 160 KVA 3-phase DT) and inclusion of offered rating in the BIS Certificate before commencement of supply.

Note: The price bid of only those bidders shall be opened whose BIS Certificate is valid as on the date of opening of Technical Bid.

V) The bidder shall furnish valid type test certificates of same rating of offered item from a Govt. approved/Govt. recognized/NABL Accredited laboratory/ILAC i.e. International Laboratory Accredited Laboratory (in case of foreign laboratory). Such type test certificates should not be older than 5 years as on the date of opening of tender. For this purpose date of conducting type test will be considered. The date of conducting type test shall be before the date of opening of technical bid. Type test conducted at supplier's own NABL accredited lab shall not be considered. The following Type Test shall be conducted on one unit at NABL/Govt. Approved Lab as per IS:1180 part-1/2014 (Details of Test given in the specification)

a) Lightning Imp. Voltage Test at Min 75 KV

b) Short Circuit Test

c) Temperature Rise Test

d) Pressure Test.

VI) In case the bidder is not in a position to furnish type test certificate of same rating of offered item and furnish type test certificate of higher rating from CPRI/independent NABL Accredited laboratory/Govt. approved lab (which does not belong to tenderer) at the time of submission of bid, the bid of the bidders may be considered as responsive, if bidder gives an undertaking along with BG/DD/Pay Order that type test of rating offered shall be arranged from first lot (without asking for any delivery extension) from CPRI/independent NABL accredited lab.

The bank guarantee from a Scheduled Bank/DD/Pay Order should be for an amount of Rs. 5.0 Lacs towards furnishing of satisfactory type test reports before commencement of scheduled delivery. In case the bidder fails to furnish successful type test certificates from the offered lot(s), their bank guarantee/DD/Pay Order will be invoked/forfeited (Proforma for submitting undertaking a bank guarantee is enclosed at Schedule-III C. The initial validity of B.G. shall be nine months.

The firms may furnish the Type Test Reports of offered type & design or of higher rating with a Bank Guarantee of Rs.5.0 lacs along with the Technical Bid. However, the date of issuing of Type Test Bank Guarantee in lieu of non-furnishing of Type Test reports shall be before the date of opening of technical bid & the Type test BG issued on or after opening of technical bid shall not be accepted.

Note:-New state units & also those units located in Raj. which do not meet Qualifying Criteria may be considered for trial order subject to technical competency and furnishing of BG of Rs. 5.00 Lacs in lieu of non furnishing of Type test report of offered items and design but BIS Certificate must be valid as on date of opening of Technical Bid failing which the bid shall be considered Non-Responsive.

VII) The bidder should possess adequate testing facilities for carrying out routine & acceptance test of items as per relevant standard at their works. The bidder shall furnish documentary evidence in support for conducting routine & acceptance test.

VIII) The bidder shall clearly indicate the deviations such as Technical Deviation & Commercial Deviations in the prescribed proforma only. The deviations indicated elsewhere in the bid shall not be accepted.

VIII a) 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.

VIII b) The type test certificates shall be furnished either in original or copy duly attested by notary.

IX) PERFORMANCE CRITERIA:-

i) If a bidder has supplied upto 50% of ordered quantity in previous tender upto date of opening of subsequent tender and scheduled delivery period expired, the bid of such bidder will not be opened in the Discom for that item.

ii) However, if the supplies have been completed for a quantity more than 50% but not completed upto date of opening of subsequent tender and scheduled delivery period expired, the quantity equal to the quantity pending in previous tender for that item shall be reduced from the subsequent tender quantity to be allocated to the bidder.

X) POOR RECORD OF PERFORMANCE AND DELIVERY:

The bidder(s) who have been black listed **in any of the state Discom** 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 vendor does not accept order awarded on its accepted price and terms and conditions and does not comply with contractual formalities.	Forfeiture of EMD/cancellation of vendor registration to recover amount of EMD along with severment of business relations for three years from the date of issue of order.
ii) When vendor complies with contractual formalities but does not commence supplies.	Levy of maximum recovery on account of delay in delivery along with severment of relations for a period of 2 years from the date of issue of order or in next two bids whichever is later along with forfeiture of EMD/cancellation of vendor registration.

XI) Black Listing:

(A) Black Listing of Firms-

After having given Show Cause Notice of 30 days, and having established & cogent reasons for blacklisting of the firm as given below, the firm should immediately be blacklisted for a period of 5 years indicating reasons of doing so, in the letter itself, and a copy of such blacklisting should be given to the firm, with the approval of CLPC:-

(i) There are sufficient and strong reasons to believe that the supplier or his employee has been guilty of malpractices such as manhandling/misbehaviour with Government official by supplier or his partner/employee, bribery, corruption or abatement of such a offence in a position where he could corrupt Nigam's official, fraud, vitiating fair tender process including substitution of or interpolation in tender, mis-representation, pilfer-aging or unauthorized use or disposal of Nigam's material issued for specific work etc.

(ii) Where a supplier or his partner or his representative has been convicted by a court of Law for offences involving moral turpitude in relation to the business dealing or where security considerations including suspected disloyalty to the Nigam/state so warrant the blacklisting.

(iii) If the State Bureau of Investigation or any other authorized investigating agency recommends for blacklisting after completing the investigation.

Note: - 1

If a supplier after having tendered for a supply or after negotiations gives application voluntarily vitiating the fair tendering process, it shall also tantamount to malpractice.

Note: - 2

A Black listed supplier –

- (i) shall not be entitled for registration in any of the Discom
- (ii) shall not be awarded any supply order in future in any Discom during the notified period.
- (iii) his registration if any shall stand cancelled immediately and his registration security/EMD/S.D. shall stand forfeited.
- (iv) In case of blacklisting of the firm by any one of Discom for the cogent prescribed reason(s) as stipulated above, the same shall be applicable to all the three Discoms and as a consequence of blacklisting, all the pending orders to that firm, will be cancelled in all three (3) Discoms with immediate effect. However in respect of completed/executed contract G.P. obligations as well as other liabilities shall be fulfilled by the supplier.

B. Severement of Business relation:

After having given Show Cause Notice of 30 days, and having established & cogent reasons for Severement of business relation as given below, the firm should immediately be severed the business relations for a period of 2 to 3 years indicating reasons of doing so, in the letter itself, and a copy of such severement should be given to the firm, with the approval of CLPC:-

- i. The supplier continuously refuses to pay Nigam dues without showing adequate reasons and where the purchasing authority is satisfied that no reasonable dispute attracting reference to Settlement Committee or Court of Law exists for the supplier's action of non-supply.
- i. When vendor does not accept LOI/detailed purchase order awarded on its accepted prices and terms & conditions or does not comply with the contractual formalities.
- ii. When vendor/supplier who otherwise completed contractual formalities but does not commence supplies on the date of opening of technical bid of the fresh tender/completion of schedule delivery period whichever is later.

Note:-

- 1. In case supplier does not deposit outstanding dues towards Nigam, even after completion of severement period, the period of severement will continue.
- 2. Severement done purely/ mainly on account of non-deposition of dues against the supplier/vendor/contractor could be lifted by CLPC, if the dues are deposited prior to the expiry of such severement period.
- 3. Severement done by one Discom for non-supply of material and /or corresponding non-recovery of dues will not be effective in other Discoms **except in respect of common purchase cases of Three Discoms.**
- 4. On severement of business, the EMD/SD/vendor registration security will be forfeited.

5. The orders in execution satisfactorily will not be cancelled other than the order on which severement have been done.

(C) DEBARMENT:-

Reasons on which Debarment can be made:-

- (i) The competent authority may debar the supplier on account of his performance or other disabilities, if it is no longer considered fit to remain under vendor registration as per his obligation under vendor registration.
- (ii) If at any subsequent stage of inspection of firms after award of contract, it is found that firm does not have sufficient tech. staff or required/necessary technical equipment, the purchasing authority can debar the firm for one year or next tenders whichever is later. The debarment will be lifted only on re-inspection of firm's works; the defects noticed earlier are fully rectified to the satisfaction of Nigam.
- (iii) When contract agreement executed and supplies commenced but could supply only up to 50% of ordered quantity and scheduled delivery period expired, then the firm can be debarred for one year or next tender whichever is later in that Discom only for that particular item/rating/capacity/size etc.
- (iv) The suppliers who have been awarded contract for supply of material is not adhering to the periodic delivery schedule, the contract awarding authority reserve the right to terminate the contract and may debar the firm in participating in tender for a period of 2 to 3 years.

Note:-1. On debarment, the EMD/SD/Vendor Registration security shall be forfeited.

Note:-2. If the firm is debarred in one Discom for any reasons then the same should not be applicable in other Discom **subject to exception that in case of common Discoms purchases such debarment of a firm would be applicable to all three Discoms for that particular item and rating/capacity/size etc.**

XII) APPEALS AND APPLICATIONS:

Appeal against the order of blacklisting, severement and debarment can be filed before BOD within a period of 3 months from the date of intimation. The letter of appeal will be addressed to the order placing authority. Who will process the case for placing the matter in B.O.D. with in a period 60 days. The BOD may reduce or waive the penalty, if sufficient reasons/supporting documents are furnished by the supplier.

Schedule – III -B

**BANK GUARANTEE IN LIEU OF FURNISHING OF TYPE TEST CERTIFICATE
UNDER TN-1335**

(On Rajasthan Non-Judicial Stamp Paper worth Rs.1250/-)

To,

The Superintending Engineer (MM&C)
Jodhpur Vidyut Vitran Nigam Limited
New Power House Premises,
Industrial Area,
Jodhpur.

Dear Sir,

Whereas Jodhpur Vidyut Vitran Nigam Limited, Jodhpur (hereinafter called the Purchaser) has issued a tender enquiry under TN_____ for procurement of _____ (name of material).

Whereas M/s _____ (hereinafter called the bidder) has furnished a bid for supply of _____ to the Superintending Engineer (MM), Jodhpur Vidyut Vitran Nigam Limited, Jodhpur or his nominated officer(s).

Whereas in accordance with the provision of the specification of the aforesaid TN_____, the bidder can deposit a bank guarantee in lieu of the requirement of furnishing the type test certificates.

Whereas M/s _____ (the bidder) have requested us (Name of the Bank) to furnish the bank guarantee, in lieu of the type test certificate, for an amount equivalent to Rs._____ (in words also) only.

Under this Bank Guarantee, we (Name of the Bank) hereby undertake unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to the purchaser on his first demand without whatsoever right of objection on our part and without his first claim to the bidder, in the amount not exceeding (amount of guarantee in figures and words).

Payment pursuant to this undertaking will be demanded by the purchaser from the Bank and will be met by the Bank without question in the case in which the bidder, on receipt of the order and/ or after the acceptance of this tender, makes default in furnishing the required type test certificates. As to whether the occasion or ground has arisen for such demand the decision of the Superintending Engineer (MM), Jodhpur Vidyut Vitran Nigam Limited, Jodhpur shall be final.

The liability of the Bank shall not at any time exceed Rs._____ (Rupees _____).

The undertaking will be determined on but will not withstanding such determination, continue to be in force till the expiry of 3 months from that date.

No indulgence or grant of time by the purchaser to the bidder without the acknowledgement of the Bank will discharge the liabilities of the Bank under this guarantee.

The guarantee herein contained shall not be affected by any change in the constitution of the bidder.

All disputes arising under the said guarantee between the Bank and the bidder or between the bidder and the purchaser pertaining to the guarantee shall be subject to the jurisdiction of Courts only at JODHPUR in Rajasthan.

The Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Superintending Engineer (MM), Jodhpur Vidyut Vitran Nigam Limited, Jodhpur.

Notwithstanding anything contained herein before, the Bank's liability under this guarantee i.e. restricted to Rs. _____ (Rupees _____) and the guarantee shall remain in force upto _____. Unless demand or claim in writing is presented on the Bank within three months from that date, the Bank shall be released and discharged from all liabilities there-under. However, the validity of the bank guarantee shall be extended as and when required by the purchaser.

IN WITNESS WHEREOF the Bank has executed these presents the _____ day
_____ month _____ and year _____.

Yours faithfully,

(Bankers)
EXECUTANT

Witnesses:

- 1.
- 2.

SCHEDULE-IV `A`**Must be filled-in by the tenderer and attach with technical bid (Part-I)**

To,

The Superintending Engineer (MM&C),
Jodhpur Vidyut Vitran Nigam Limited,
Jodhpur.

Dear Sir,

With reference to your invitation to tender against specification No JDVVNL/SE (MM&C)/E1A1/TN-1335 we agree to supply the following quantity:-

S. No	Particulars of item	Tendered Quantity	Qty. Offered	Justification of quantity offered as per Qualifying Requirement.	Status of Type Test Certificates.
1	2	3	4	5	6

- The offer is valid for a period of 120 days from the next date of opening of this tender.
- Bidders are requested to quote separate price of both i.e. Transformer & M&P Box otherwise their bid offer shall be ignored/rejected.** The base date for transformer will be **01.11.2017** irrespective of date of tender opening.
- It is noted that the quantities as mentioned in the specification are approximate and we agree to supply any quantity as per your requirement.
- The delivery shall strictly be in accordance with our delivery clause as given in **Schedule-VIII** of this specification. In case we fail to deliver the material as indicated in the clause No. 1.23, we are liable to pay recovery for delay in delivery as per clause No. 1.24 of this Schedule-II of this specification. The material shall conform to your specification No. JDVVNL/SE(MM&C)/TN-1335 and as per relevant ISS in all respect.
- We confirm that we agree to all the terms & conditions as well as the technical stipulations of your specification No. JDVVNL/SE(MM)/TN-1335 and there are no deviations other than as specified in the **Schedule VI (A&B)**.

Yours faithfully,

Signature of tenderer
with stamp
Date

JODHPUR VIDYUT VITRAN NIGAM LIMITED

A Govt. of Rajasthan Undertaking

Statement of guaranteed technical particulars and other performance data for supply of
í í í í í í í í í í í í í í í .. (Name of material) against specification
no..í í í í í í í í í í ..

S.No.	Particulars of technical & other performance data guaranteed.
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Certified that we agree to all the aforesaid technical particulars and other performance data except following :-

S.No.	Particulars of technical & other Performance data	Reasons for deviations/departure.
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(Signature)
Name & Designation
with seal of the bidder.

Schedule – V(A)**ANNEXURE-A****MANUFACTURER'S GUARANTEED TECHNICAL PARTICULARS OF 160 KVA, 11/0.433 KV 3 PHASE ALUMINIUM WOUND ENERGY EFFICIENT LEVEL-2 (STAR-1) DISTRIBUTION TRANSFORMERS UNDER TN-1335.**

S. No.	PARTICULARS	AS OFFERED (160 KVA)
1.	Manufacturer's Name and Address	
2.	Service (Outdoor, continuously rated)	
3.	Type (CRGO / Conventional)	
4.	Continuous max. Rating under peak ambient temp. of 50 ° C	
5.	Rated voltage : (a) H V (b) L V	
6.	Rated current (a) H V (b) L V	
7.	Rated Frequency	
8.	No. of phases	
9.	Method of connection : (a) H V (b) L V	
10.	Vector group reference	
11.	Method of cooling	
12.	Max. temperature rise obtained by the transformer when run at the maximum ambient temp. of 50 ° C (a) Of top oil by thermometer (b) Of winding by resistance	
13.	Hottest spot temperature, at rated current and voltage, calculated corresponding to the yearly weighted average ambient temp. of 35 ° C	
14.	Total losses At rated current and at 75 ° C i) At 50% loading ii) At 100% loading	
15.	Percentage impedance at full load and at 75 ° C	
16.	Percentage resistance at full load and at 75 ° C	
17.	Percentage reactance at full load	
18.	Efficiency at 75 ° C :- a) At unity power factor :- i) At 125% of full load ii) At 100% of full load iii) At 75% of full load iv) At 50% of full load v) At 25% of full load b) At 0.8 power factor :- i) At 125% of full load	

S. No.	P A R T I C U L A R S	AS OFFERED (160 KVA)
	ii) At 100% of full load iii) At 75% of full load iv) At 50% of full load v) At 25% of full load	
19.	Maximum efficiency	
20.	Load at which maximum efficiency occurs	
21.	% regulation at full load & at 75 ° C: a)At unity power factor b)At 0.8 power factor	
22.	Max. flux density at rated voltage and rated frequency	
23.	Percentage no load current at rated frequency (without any positive tolerance) a) At rated voltage b)At 112.5% rated voltage	
24.	Insulation level of transformer :- a) Impulse strength of HV b)Power frequency withstand voltage HV LV	
25.	H V Bushing details:- (a) Rating of the bushing (b) Impulse strength (c) Power frequency withstand voltage, dry and wet (d) IS reference	
26.	LV Bushing details :- (a) Rating of the bushing (b) Power frequency withstand Voltage, dry and wet (c) IS reference	
27.	H V coil constructional details:- (a) type of winding (b)No. of coils per phase (c)Conductor cross Section(min.) (d)Bare conductor dia (e)Covered conductor dia (f) Phase current (H V) (g)Current density (h)Coil I. D (i)Coil O.D (j)Coil axial length (k) Total no. of turns per phase (l) Resistance per ph. at 75 ° C (m) Weight of covered conductor per transformer (n) Inter layer insulation (O) No. of vertical spacers per circle (in the annular gap between LV & HV)	
28.	LV coil constructional details:- (a) type of winding (b)No. of coils per phase (c) Conductor cross section(min.)	

S. No.	P A R T I C U L A R S	A S O F F E R E D (1 6 0 K V A)
	(d) Bare conductor size (e) No. of conductors in parallel (f) Covered conductor size (g) Phase current (L V) (h) Current density (i) Coil I. D. (j) Coil O.D. (k) Coil axial length (l) Total no. of turns per phase (m) Resistance per phase at 75 ° C (n) Weight of covered conductor per transformer (o) Inter layer insulation (p) No. of vertical spacers per circle	
29.	Minimum external clearances in air (with B M C s mounted) (a) HV phase to phase (b) HV phase to earth (c) LV phase to phase (d) LV phase to earth	
30.	Minimum internal clearances (in oil) (a) Between HT outside surface and tank inside (non bushing side) (b) Between HT outside surface & tank inside (HV & LV bushing side) (c) Between HV windings and yokes (end insulation) (d) LV windings & yokes (e) From top of yoke to inside of top cover of tank (with gasket) (f) LT / HT coil annular gap. (bare Conductor) (g) Radial clearance between core & LV coil (Bare conductor) (h) Phase to phase Clearance between Limbs (HV Conductors), with a minimum of 2 Nos. x 1mm Press board covering the tie rods (i) Minimum thickness of locking Spacers between HV coil sections (including 1 mm ring of press board) (j) Maximum clearance of core channels from tank walls at each end	
31.	Tank details :- (a) Clear inside tank dimensions: (i) Length (ii) Breadth (iii) Height (b) Tank sheet thickness (i) Sides (ii) Top (iii) Bottom (c) Tank stiffener details (i) No. of stiffeners around the tank	

S. No.	P A R T I C U L A R S	AS OFFERED (160 KVA)
	(ii) Size	
32.	Cooling radiator details : (a) Cooling tube size (b) Total length of tubes used (c) Whether cooling calculations attached? (d) No. of tubes on each side	
33.	Core Details	
(i)	Size of core frame channels	
(ii)	Core diameter (mm)	
(iii)	Core stud details	
(iv)	Core coil assembly base supports (2 Nos)	
(v)	Window Height (mm)	
(vi)	Limb Centre (mm)	
(vii)	Tai Rod Details	
34.	Transformer weight details: (a) Core coil assembly (b) Tank with fittings (c) Oil weight (d) Total weight of transformer (e) Volume of oil (minimum quantity for first filling)	
35.	Overall dimensions (a) Length (b) Breadth (C)Height	
36.	Whether the bidder is an ISO : 9001 / 9002 certified company?	
37.	All the standard fittings & accessories shall be provided as per IS:1180 (part-1)-2014/spec.	Yes

(Signature)Name & Designation
With seal of the bidder

JODHPUR VIDYUT VITRAN NIGAM LIMITED
A Govt. of Rajasthan Undertaking
DEPARTURE/DEVIATION FROM TECHNICAL SPECIFICATION

The bidder shall state under this schedule the departure from the Purchaser's specification in respect of technical is as under:-

S.No.	Main Deviations from Technical Specification.
-------	---

Certified that we agree to all the technical specification of the NIT except for the deviation to the extent indicated above.

(Signature)
Name & Designation
with seal of the bidder.

JODHPUR VIDYUT VITRAN NIGAM LIMITED

A Govt. of Rajasthan Undertaking

**DEPARTURE FROM COMMERCIAL TERMS & CONDITIONS OF THE
SPECIFICATION**

The bidder shall state under this schedule the departure from the Purchaser's specification in respect of Commercial terms & conditions:-

S.No.	Main Deviations from Specification.
-------	-------------------------------------

Certified that we agree to all the commercial terms & conditions as laid down in General Conditions of Contract to the specification except for the deviation to the extent indicated above.

(Signature)

Name & Designation
with seal of the bidder.

JODHPUR VIDYUT VITRAN NIGAM LIMITED**A Govt. of Rajasthan Undertaking
LIST OF PAST SUPPLIES**

The bidder shall state under this schedule whether material and equipments, similar to those offered in the tender have been previously supplied by him. A list shall be given of such orders executed by him together with information regarding the names of purchasing organizations, quantities supplied and when the supplies were effected. This list should be in form given below:-

S. No.	Detailed particulars of Items supplied	Qty. in Nos.	Order No. & Date	Name & details of purchasing authority	Date of Completion
1	2	3	4	5	6

If executed partially to be mentioned (Qty. in Nos.)	whether still to be executed	Delivery stipulated in order	Remarks
7	8	9	10

Note: Separate schedules are to be furnished by the bidder for past supply to the JDVVNL/AVVNL/JdVVNL, other State Electricity Boards and other Departments /Organisations.

Signature)

Name & Designation with seal of the bidder.

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. _____ (Complete with address) have manufactured and supplied the goods / equipments / material during the following financial year(s) to the Licensed Power Utilities / Government Departments / Discoms/ SEBs as detailed out below:

FOR THE LAST THREE FINANCIAL YEARS FROM THE DATE OF OPENING OF TECHNO-COMMERCIAL BID.

S.No	Financial year in which material supplied	Detailed Particulars of item(s) supplied	Name and particulars of purchasing authority	Order No. & date against which item(s) supplied	Unit	Ordered		Actual Supplied during the financial year		Remarks
						Quantity	Value (Rs)	Quantity	Value (Rs)	
1	2	3	4	5	6	7	8	9	10	11

Signature ,
Name & Designation
With Seal of the Bidder
Date _____
Place _____

Signature of C.A
Name :
Address:
Membership No

The above particulars are true and correct based on explanations, records and books of accounts produced before us. Further the above certificate issued on the request of the company

CA Firm (_____)

Note:- The CA Certificate should be furnished on the letter head of CA and must be signed by the bidder and C.A. firm. The details i.e. address of C.A. & membership No. shall clearly be mentioned on C.A. certificate. In case C.A. certificate is not signed by the bidder/furnished without membership No. & address of C.A. then same may not be considered for which responsibility rests with the bidder.

JODHPUR VIDYUT VITRAN NIGAM LIMITED
DELIVERY SCHEDULE AGAINST TN-1335

PART-A

The delivery schedule of the material by the Purchase Officer is as mentioned hereunder:

Sr. No.	Particulars of Material	Commencement period	Rate of supply per month of delivery of entire material	Period for completion of delivery material
1.	160 KVA, 11/0.433 KV 3 PHASE ALUMINIUM WOUND ENERGY EFFICIENT LEVEL-2 (STAR-1) DISTRIBUTION TRANSFORMERS	45 days from the date of receipt of P.O	_____ Nos. Per month (to be quoted by tenderer)	Eight and half months excluding commencement period (Max.)

PART-B

In case tenderer deviates from the delivery schedule mentioned by the purchaser in Part-A then the delivery schedule by the tenderer shall be indicated/ mentioned as under:

Sr. No.	Particulars of Material	Commencement period	Rate of supply per month of delivery of entire material	Period for completion of delivery material
1.	160 KVA, 11/0.433 KV 3 PHASE ALUMINIUM WOUND ENERGY EFFICIENT LEVEL-2 (STAR-1) DISTRIBUTION TRANSFORMERS			

NOTE:

- (i) **The offers deviating in deliveries mentioned above at part 'A' shall be considered as non responsive** in accordance to Clause No. 35 of the technical specification Section - III. **In case if ordered quantity is different than quoted quantity then monthly deliveries shall be adjusted proportionately.**
- (ii) During the commencement period the contractual formalities shall be got completed.

Signature

Name & Designation
With seal of the tenderer

Schedule – IX

JODHPUR VIDYUT VITRAN NIGAM LIMITED

A Govt. of Rajasthan Undertaking

List of Equipments and Technical Hands Available with the Firm

(To be filled in by the bidders & enclosed with the bid)

Manufacturers and / or their authorized agents who are quoting against this bid are requested to furnish the following information along-with the bid. The Purchaser will have the discretion to ignore the bid without the under noted particulars and/or ignore the bid particulars.

1. Name and Address of Manufacturer.
2. Place where works exist.
3. Details of machinery particularly with B.H.P. of each item installed.
4. Details of staff employed in the works.
5. Date when started the manufacturing of item under reference.
6. List of items manufactured.
7. Literature and drawings of items manufactured showing their description, size, design and other important technical particulars.
8. Details of order so far, executed alongwith the names of organization to whom supplied.
9. Manufacturing capacity.
10. Is the workshop open for inspection by the representative of the board, if required?
11. Statement of financial resources and Banking Reference alongwith Balance-Sheet for previous two years.
12. Testing facilities available for the manufactured articles in the testing laboratory of works.
13. Whether the Firm is a small/medium/large scale industry.
14. Registration No. with :-
 - i. Small Scale, National/State.
 - ii. DGTD
 - iii. State Industries Department.

(Signature)

Name & Designation
with seal of the bidder.

SCHEDULE-X**GENERAL PARTICULARS ABOUT THE TENDER IN BRIEF****JODHPUR VIDYUT VITARAN NIGAM LIMITED****MATERIAL MANAGEMENT CIRCLE****NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR-342003****Phone: (0291)2742223/Fax: (0291) 2746539/E-Mail-semmcjdvvnl@gmail.com****SPECIFICATION FOR SUPPLY OF 160 KVA, 11/0.433 KV, STAR-1, ENERGY EFFICIENCY LEVEL-II, 3 PHASE, ALUMINIUM WOUND, DISTRIBUTION TRANSFORMERS UNDER SPECIFICATION NO.JDVVNL/SE(MM&C)/EIAI/TN-1335.**

A	NIT No.	TN-1335
B	Cost of tender specifications	Rs. 2500.00 + GST@18% = Rs. 2,950.00 (Non -Refundable) (Rs. Two Thousand Nine Hundred & Fifty Only)
C	Processing fee of RISL	Rs. 1000.00 (One Thousand Only) (Non -Refundable)
D	Bid Security to be deposited with the tender	(iv) General Bidder: Rs. 6.49 Lacs. (v) Sick Unit : Rs. 3.25 Lacs. (vi) SSI Units of Rajasthan : Rs. 1.63 Lacs*
E	Validity	120 days from the next date of opening of techno-commercial bid.
F	Base date for price variation	01.11.2017 (Irrespective of tender opening date)

IMPORTANT DATES

S.N.	Events	Date & Time	Location
1	Date of downloading of tender specifications	Up to 28.12.2017 (06:00 PM)	www.jdvvn.com & http://eproc.rajasthan.gov.in
2	Deposit of cost of Tender Specifications, Processing fee & Earnest Money	Up to 28.12.2017 (4:00 PM)	Office of Sr. A.O (Cash & CPC), JdVVNL , New Power House, Industrial Area, Jodhpur
3	Last Date & time of submission of electronic bid	Up to 29.12.2017 (12:00 NOON)	http://eproc.rajasthan.gov.in
4	Opening of Technical Bid	29.12.2017 (3:00 PM)	http://eproc.rajasthan.gov.in
5	Opening of Price Bid	To be intimated separately to the qualified bidders	http://eproc.rajasthan.gov.in

* 0.5% of the value of the quantity offered by the firm in case any SSI units of Rajasthan quotes less than the tendered quantity, failing which bid shall be considered non-responsive.

VERY VERY IMPORTANT:

- The bids not accompanied with qualification requirement, technical requirement indicated in the specification and other requirement given here under will be considered as incomplete offer and sufficient grounds for offer to be passed over:
 - Capacity, capability and competency proofing documents.

- a) Capacity /orders of similar and higher rating of tendered equipment booked as on date of bidding with type and rating and construction details of equipment for which order received be indicated.
 - b) Copy of purchase orders of Erstwhile RSEB /SEB`S / Electric Utilities / Govt. Departments / Discoms for similar or higher rating equipment latest executed.
- ii) Year wise past experience for last 5 years of similar or higher rating of tendered equipment.
 - iii) The details of testing facilities available at the works and copies of latest type test certificates, carried out on similar ITEM.
 - iv) Quality assurance plan.
 - v) Complete guaranteed technical particulars, out lines and general arrangement drawings along with Bill of Material.
2. Bids without Section-I, II, III & Schedules (I to X) shall be rejected.
 3. Bids shall be furnished in single copy.
 4. JDVVNL has the right to reject any offer on the basis of track record of poor performance in execution of previous order / equipment supplied /after sales service while evaluating the Techno-Commercial bid.
 5. JDVVNL reserves the right to accept minor deviations in standard terms and conditions and also in technical and constructional features as specified in the technical specification **(Section-III)**.
 6. Deviation of any kind shall not be quoted in BOQ (Bill of quantity) , if found quoted, the same shall be ignored.
 7. The following facilities are to be provided by the supplier at his own cost to the inspecting officer of Nigam (JDVVNL).
 - i) Suitable accommodation.
 - ii) Local conveyance between arrival point, place of stay, works and departure point.
 - iii) The supplier shall assist in arranging return ticket and reservation on the request of the inspecting officer for which the payment shall be made by the inspecting officer. In case of joint inspection, single or shared double room accommodation shall be provided

AMENDMENT IN ITB AND GCC

- 1) Wherever EMD and Security Bank Guarantee (SBG), are appearing in the ITB, GCC & other Bidding Documents, same is hereby replaced by BID SECURITY as under:-**

BID SECURITY

Bid security shall be 2% **of the estimated value of subject matter of procurement put to bid.** In case of Small Scale Industries of Rajasthan it shall be 0.5% of the **quantity offered** for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

In case SSI unit of Rajasthan quotes the less than the tendered quantity, then they are required to furnish Bid Security @ 0.5% of the value of the quantity offered by them, 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 SR. AO (CASH & CPC), JDVVNL, Jodhpur (payable at Jodhpur) **342003 upto 4.00 p.m. upto one WORKING day prior to schedule date of opening** of respective bid or Bank Guarantee, in specified format, of a scheduled bank in favour of Superintending Engineer (MM&C), JDVVNL, Jodhpur, be deposited to the Sr. Accounts Officer (MM&C), JDVVNL, New Power House, Industrial Area, Jodhpur-342003 upto 4.00 p.m. **upto three WORKING days prior to schedule date of opening** of respective bid. The Bank Guarantee against Bid Security be issued by Nationalized / Scheduled Bank. The same may be accepted after confirmation by issuing Bank. If any Bid Security Bank Guarantee not is proper format / not confirmed by the issuing Bank the same would not be accepted and the bidder would be immediately shorted out from bid process.

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:

- (i) Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- (ii) The amount of performance security shall be **five percent** of the amount of supply order in case of procurement of goods and services and **ten percent** of the amount of work order in case of procurement of works. In case of Small Scale Industries of Rajasthan it shall be **one percent** of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be **two percent** of the amount of supply order.

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

3) VENDOR REGISTRATION

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

- 4) The indirect taxes i.e. Excise Duty, Service Tax, VAT/CST, Entry Tax etc. mentioned in G.C.C., may now be read as G.S.T.**

Bank Guarantee No. _____.
 Security Amount : _____.
 Issued on dated : _____.
 Valid upto : _____.
 Claim upto / Grace period: _____.

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 of Rs.25,000/-, whichever is less)

To,

The Superintending Engineer (MM&C),
 Jodhpur Vidyut Vitaran Nigam Limited,
 Jodhpur.

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. / TN No. _____) (hereinafter called the Bid).
2. KNOW ALL PEOPLE by these presents that WE _____ (name and address of branch of Bank) of _____ (name of country), having our registered office at _____ (addresses of bank) (hereinafter called the Bank), are bound unto _____ (name of Purchaser) (hereinafter called the Purchaser) in the sum of Rs. * _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.
3. THE CONDITIONS of this obligation are :
 - i. If the bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form; or
 - ii. If the bidder refuses to accept the correction of error in his Bid; or
 - iii. If the bidder, having been notified of the acceptance of its Bid by the purchaser during the period of bid validity:
 - a. Fails or refuses to execute the Contract Agreement within the time specified in purchase / work order, if required, or
 - b. Fails or refuses to furnish the performance security within the time specified in purchase / work order in accordance with the GCC, or
 - c. Fails to commence supply of goods or services or execute work as per purchase / work order within time specified.
 - iv. If the bidder breaches any provision of the Code of integrity specified in the RTPP Act and Chapter VI of the RTPP Rules.
4. We undertake unconditionally and irrevocably to guarantee as primary obligator and not as surety merely to pay to the purchaser a sum of Rs. _____ (in words Rs. _____) 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 (MM&C), Jodhpur Vidyut Vitaran Nigam Limited, Jodhpur 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 Superintending Engineer (MM&C), Jodhpur Vidyut Vitaran Nigam Limited, Jodhpur.
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 the Courts in Jodhpur, 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)

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.

Note : 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 vent