



JODHPUR VIDYUT VITARAN NIGAM LIMITED
(MATERIAL MANAGEMENT & CONTRACT)
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Corporate Identity Number (CIN)-U40109RJ2000SGC016483 GST No. 08AAACJ8578R1ZJ

TENDER SPECIFICATION NO. JdVVNL/SE(MM&C)/EIIAI/TN-1436

Tenders are hereby invited in e-tender system for purchase of **Galvanised Steel Stay Wire of Size 7/10 SWG.**

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
1	G S STAY WIRE OF SIZE 7/10 SWG	2682 MT

A	NIT No.	TN-1436
B	Cost of tender specifications	Rs.2950.00 (Two Thousand Nine Hundred Fifty Only)
C	Processing fee of RISL	Rs.1000.00 (One Thousand Only)
D	Bid security to be deposited	General Bidder : Rs 31,19,166.00 Sick Unit of Rajasthan : Rs 15,59,583.00 SSI unit of Rajasthan: Rs. 7,79,792.00 *
E	Validity	120 days from the next date of opening of techno-commercial bid.
F	Base date for price variation	1st day of one month prior to the date of opening of technical bid.

***In case SSI unit of Rajasthan quotes quantity less than the tendered quantity , then they are required to furnish Bid security @ 0.5% of the estimated value of the quantity offered by them, 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.

IMPORTANT DATES

S.N.	Events	Date & Time	Location
1	Date of downloading of tender specifications	Up to 19.06.2018 (06:00 PM)	www.jdvvn.com & http://eproc.rajasthan.gov.in
2	Deposit of cost of Tender Specifications & Earnest Money and furnishing of Processing fee	Up to 19.06.2018 (04:00 PM)	Office of Sr. A.O (Cash & CPC) / SE (MM&C), JdVVNL , New Power House, Industrial Area, Jodhpur
3	Last Date & time of submission of electronic bid	Up to 20.06.2018 (12:00 PM)	http://eproc.rajasthan.gov.in
4	Opening of Technical Bid	20.06.2018 (03:00 PM)	http://eproc.rajasthan.gov.in
5.	Opening of Price Bid	To be intimated separately to the qualified bidders	http://eproc.rajasthan.gov.in

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- Tender documents will be made available on e-Tendering portal www.eproc.rajasthan.gov.in. The bidders, in their own interest are requested to read very carefully the tender document before submitting the bid only through online on website www.eproc.rajasthan.gov.in. The bidders can download bid up to 04:00 p.m. one day prior to schedule date of opening of respective bid mentioned above documents and submit their bids online up to 12:00 p.m. on schedule of respective bid mentioned above.
- Eligible bidders should submit their bid well in advance instead of waiting till last date JdVVNL will not be responsible for non-submission of bids due to any website related problems.
- The cost of Tender specification **Rs. 2950/-** (Non-Refundable) to be paid by Demand Draft in Favour of the Sr. Accounts officer(Cash & CPC), JdVVNL, Jodhpur and tender processing fees **Rs. 1000/-** shall be payable by demand draft in favour of The Managing Director RISL, Jaipur (Non- Refundable). The bidders are required to deposit all these payments in the office of the SE(MM&C), JdVVNL, Jodhpur up to 4.00 PM one day prior to date of tendering otherwise their bids are liable to be rejected.
- 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 up to 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 **up to 4.00 p.m. up to one WORKING day prior to schedule date of opening** of respective bid and obtain a receipt/acknowledgement thereof. No other mode of deposit shall be accepted. At the time of depositing the Bid Security amount or Bank Guarantee, the bidder shall also furnish self attested and duly attested by Notary, the documentary evidence of SSI unit of Rajasthan or of sick unit (as applicable). Along with affidavit as per schedule X on non-judicial stamp of Rs. 100.
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 is not in proper format / not confirmed by the issuing Bank the same would not be accepted and the bidder would be immediately sorted out from bid process.

SECTION-III**TECHNICAL SPECIFICATION FOR SUPPLY OF HOT DIP GALVANISED STEEL STAY WIRE OF SIZE 7/10 SWG. AGAINST TN-1436.****1. SCOPE**

This specification covers, manufacture, design, inspection, testing before dispatch & delivery at consignees head quarter of following sizes of hot dip heavily galvanized stranded steel stay wire, complete in all respect as per GTP/ISS

- i) Hot dip galvanized steel stay wire of 550-900 N/mm
Quality confirming to IS-2141/2000 in all respect
Including chemical composition (Heavily coated
Hard quality) of dia. 7/3.15 mm (7/10 SWG)

2. CLIMATIC CONDITIONS

I. Peak ambient temperature	50 Degree C
II. Maximum average ambient temperature	40 Degree C
III. Maximum temperature attainable	60 Degree C
IV. Maximum relative humidity	100 %
V. Minimum relative humidity	50 %
VI. Average number of thunder storm days per annum	40
VII. Average number of rainy days per annum	100
VIII. Average annual rainfall	10-100 cm.
IX. Maximum wind pressure	100 Kg/sq.m.
X. Altitudes not exceeding	1000 mtrs.

3. REQUIREMENT

The tendered quantity is provisional. However, net quantity shall be determined later-on at the time of finalization of this tender. The purchaser also reserves the right to increase or decrease the tendered quantity. The purchaser also reserves the right to split the quantity and to entrust the order for the supply on one or more suppliers. The bidder shall agree to supply part quantity ordered on him at the rates/ prices mentioned in the tender or accepted by the purchaser.

4. DELIVERY

The maximum commencement period allowed shall be 30 days from the date of receipt of purchase order and entire ordered quantity shall be completed in **8 (Eight)** months thereafter at equal monthly rate of Stay Wire. The bidder is required to quote monthly delivery rate. In case ordered quantity is different than quoted quantity, monthly delivery shall be adjusted proportionately. Tender in which monthly delivery is not indicated likely to be ignored.

5. STANDARDS

The finished material shall comply in all respect with the requirement of the latest edition of the relevant ISS as mentioned below:-

- (i) The hot dip galvanized stranded steel stay wire (heavily coated) shall comply with the ISS:2141/2000, 4826/1979 and 6594/1977 with latest amendments thereof, if any in all

respects, except herein otherwise stated, corresponding to grade-4 550-900 N/mm sq. minimum tensile strength quality. The galvanization coating of galvanized steel wire and technical supply conditions shall conform to IS: 4826/1979 and IS: 6594/1977 or latest amendment thereof if any.

- (ii) Goods meeting other authoritative standards which ensure an equal or higher quality than the standards mentioned above will also be accepted.
- (iii) The galvanized stranded steel stay wire shall be capable of withstanding the normal handling necessary for transportation and erection.

6. FINANCIAL RESOURCES AND EXPERIENCE

The bidder shall furnish the details regarding his previous experience in performing similar comparable work, the technical strength and manufacturing facilities available and also financial capability along with the tender. The bidder is also required to furnish the following information.

- a. Standing of the firm as manufacturer/supplier
- b. Approx. qty., manufacture/supplied so far at his works on monthly basis.
- c. Testing facilities available at his works.

7. WORKMANSHIP:

The wire shall be manufactured from steel made by any suitable process (es) as mentioned in IS: 2141/2000 & 7887/1975 and shall not contain sulphur and phosphorus exceeding 0.060 percent each.

Each coil shall be warranted to contain the joints only as permitted under relevant IS: 2141/2000.

The galvanized stranded steel stay wire shall be well and clearly drawn to the dimension specified. The wire shall be free from scale, irregularities, imperfections, flaws splits and other defects and shall be uniformly galvanized having smooth and even zinc coating. The requirement for chemical composition of the wires shall conform to the value as specified in IS/7887/1975 and IS: 280/1978.

8. ISI CERTIFICATION

The supplier must hold the license of ISI mark. If supplier does not have ISI mark license at the time of submission of tender documents, the same must be submitted by the bidder up to the official working hours of one working day prior to the schedule / notified date of opening of price bid.

9. QUALITY ASSURANCE PLAN

The supplier shall invariably furnish the following information along-with his offer, failing which his offer shall be liable for rejection.

- a) Statement giving list of important raw materials, names of sub-suppliers for the raw materials, list of standards according to which the raw materials are tested, list of tests normally carried out on raw materials in the presence of supplier's representative and copies of test certificate.
- b) Information and copies of test certificates as in (i) above in respect of bought out material.
- c) List of manufacturing facilities available.
- d) Level of automation achieved and list of areas where manual processing exists.
- e) List of areas in manufacturing process, where stage inspections are normally carried out for quality control and details of such test and inspection.
- f) List of testing equipments available with the supplier for final testing of G.S. stay wire and test plant limitation if any vis-à-vis the type, special acceptance and routine tests specified in the relevant standards. These limitations shall be very clearly brought out in schedule of deviation from specified test requirements.

10. INSPECTION, TESTING & CHECKING BEFORE DISPATCH:

All the tests and inspection shall be carried out at the works of manufacturer unless otherwise specifically agreed upon by the bidder and purchaser at the time of purchase. The bidder shall provide all reasonable facilities to the inspecting officer(s) without charges.

The inspection may be carried out by the purchaser at any stage of manufacture/before dispatch as per relevant standard. The purchaser has the right to have the tests carried out at his own cost by an independent agency whenever there is a dispute regarding the quality of supply.

Inspection and acceptance of any material under the specification by the purchaser shall not relieve the bidder from his obligation of furnishing material in accordance with the specification and shall not prevent subsequent rejection if the material is found to be defective. The bidder shall keep the purchaser informed in advance, about manufacturing programme so that arrangements can be made for inspection.

The bidder shall give at least 15 days advance intimation to enable the purchaser to depute his representative for witnessing the acceptance and routine tests.

(A) TEST BEFORE DISPATCH: The stay wire shall be subject to the following tests as per ISS at manufacturer's works before dispatch,

ROUTINE/ACCEPTANCE TEST:- The following tests on selected samples as per relevant standard shall be got conducted in presence of purchaser's representative.

- i) Tensile and Elongation test
- ii) Adhesion and wrap test
- iii) Zinc uniformity and coating test
- iv) Chemical analysis test
- v) Dimension and weightment checkup of sample coils.
- vi) Lay ratio

(B) SAMPLING PLAN:

As per the provisions of IS:2141/2000.

(C) TOLERANCE ON TEST RESULTS

- i) Weight of the coil – 40-60 Kg per coil.
- ii) Dia of wire $\pm 2.5\%$ of wire dia with a minimum of 0.025 mm
- iii) Lay length -12 to 18 times strand dia
- iv) Tensile and elongation test –As prescribed in IS:2141/2000.
- v) Zinc uniformity and coating test – As per IS:4826
- vi) Chemical composition test IS:7887

11. MARKING:

Each coil of wire shall be legibly marked with the physical condition, size of wire, weight, date of manufacture, trade mark or the name of manufacturer. The material which is inspected and cleared for dispatch shall be sealed with the Nigam's seal.

12. PACKING AND FORWARDING:

The galvanized steel stay wire shall be supplied in coils. Each coil of G.S.S. wire shall have single continuous length and shall be suitably bound and fastened compactly and shall weigh 40 kgs to 60 kgs. The coils will be suitably protected by wrapping round by hessian cloth/polythene cover to avoid damage in transit and corrosion. Each coil shall be marked as mentioned above.

13. TYPE TEST / CHECKING OF MATERIAL AT STORES

The material received in the stores shall be subject to test checking at CTL of Nigam before final acceptance of the material. The procedure for the CTL test shall be as under :

SAMPLING

One sample out of each lot/sub-lot of 400 Nos. coils or part thereof from each inspected lot received in stores shall be selected subject to maximum 7 samples for test checking of material and shall be got tested at the CTL of JdVVNL. The sample selection shall be done in the presence of supplier or his authorized representative for which advance notice shall be given to the supplier.

TESTS AT CTL:

The following tests shall be carried out on the selected samples of G.S. Stay wire as per relevant standards:-

- (a) Uniformity of galvanization test
- (b) Tensile test
- (c) Dimensional check

For witness the test, advance notice to the supplier shall be given by CTL, stating date, time. In case the supplier does not attend for witnessing the testing, the testing shall be proceeded and completed and action shall be taken as per the contract.

The test reports shall be furnished to the purchaser, consignee and supplier.

TYPE TEST ON SAMPLES SELECTED FROM MATERIAL RECEIVED IN STORE FROM 1ST OFFERED LOT

The following tests shall constitute the type test;

- (a) Chemical composition test as per ISS:7887/1992, 2141/2000
- (b) Mechanical properties test as per ISS:2141/2000 Gr.IV
- (c) Galvanization test as per ISS:4826/1979

The first lot offered shall not be less than 10% of the ordered quantity.

If the bidder's has already got conducted the requisite type test from the 1st lot of material received in Nigam's Store against any previous/earlier tender of JdVVNL & such type test reports are valid that i.e. not older than **5 Years** on the date of opening of Techno-Commercial Bid, then the requirement of conducting Mandatory type test on the sample selected from 1st Lot of supply received in Nigam's store is **RELAXED**. For this purpose date of conducting type test will be considered.

ALTERNATIVELY

In case the bidder do not meet above requirement then one sample of 5 Mtr. Length from the 1st Lot of each size of G.S. stay wire as received in purchaser's store shall be selected and sealed in presence of representative of supplier for getting it type tested at a Govt. approved / Govt. Recognized / NABL Accredited laboratory / ILAC Accredited. The transportation charges of sample(s) from store to test house shall be borne by Nigam, whereas the charges incurred towards type test of the material at test house shall be borne by the supplier. The testing charges should be remitted through D.D. in favour of Test House. The name of test house shall be intimated separately.

In case sample(s) from first lot fails in type tests then:

- a) Supplier shall have to replace the full quantity of the respective inspected lot supplied to various stores and is lying unused.

- b) For the quantity already utilized against the order in field a deduction of 30% (thirty percent) of F.O.R. destination price of the material supplied shall be made.
- c) Sample(s) from next lot shall be selected again for type test. All test charges incurred towards type test of the material for second time shall be borne by the supplier for which the testing charges should be remitted through D.D. in favour of the Test House by the supplier with the 2nd inspection offer.

In case sample again fails in the type test then:

- a) The quantity supplied/received in stores and lying unused in stores shall stand rejected and shall be lifted back by the supplier.
- b) For the quantity already utilized against the order in field a deduction of 30% (thirty percent) of F.O.R. destination price of the material supplied shall be made.
- c) Further supplies shall not be accepted and order shall stand cancelled.

“At the option of the purchaser, the material received in the stores may be utilized in the field after receipt of successful test reports from CTL for the mandatory test checking on the sample(s) selected from the material received at stores against first lot and subsequent lot(s) in anticipation of successful type test report(s).”

14. CRITERIA FOR ACCEPTANCE OF ABOVE TEST

The inspected material should be strictly in accordance to the relevant ISS / GTP of the specification, however, the material shall be accepted on the basis of test results found/observed during test at CTL as mentioned below.

(a) For uniformity of galvanization test.

(i) The sample shall be first tested for (n-1) number of dips where n is specified No. of dips of one minute in the contract. If the sample does not pass the uniformity of galvanization test for (n-1) dips, the material shall be rejected and the relevant lot/sub-lot to which the sample pertains shall have to be replaced by the supplier free of cost.

(ii) If the material has passed the uniformity of galvanization test for (n-1) dips then it shall be tested for last one dip of one minute to complete the test for ‘n’ dips. If the sample does not pass the uniformity of Galvanization Test with ‘n’ then material pertaining to relevant lot/sub-lot shall be accepted with a deduction @ 5% of cost of material

(iii) If the sample(s) have passed the Test with number of dips as specified in the contract (n) , then material pertaining to relevant lot/sub-lot shall be accepted.

b) Tensile test:-

If the material fails in tensile test the same shall stands rejected.

c) Dimensional check

If the material fails in dimensional check the same shall stands rejected.

15. PRICES & PRICE VARIATION FORMULA

The prices shall be quoted in Rs. per MT on F.O.R. destination basis in the manner detailed in **schedule of Prices (Schedule-IV)/BOQ** indicating details of Ex works price ,GST & freight & Insurance for delivery at our stores. The offers in which prices have not been quoted in prescribed manner are liable to rejection.

The quoted price shall be variable as per Price Variation formula given in this specification at Schedule-II without any ceiling. **The base date of price variation shall be 1st day of one**

month prior to the date of opening of the bid, and shall be governed as per clause No.1.10. of Instructions to bidders.

If the price variation formula 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.

16. PAYMENT:

Payment for the supplied material shall be made as per the actual weight received and verified by consignee(s) in the store. Payment shall be governed in accordance with the clause No.1.42 of GCC with following modifications:-

- i) 70% payment shall be released after receipt of successful test reports from CTL, Jodhpur for the mandatory test checking on the sample(s) selected from the material received at stores against first lot and subsequent lot(s) in anticipation of successful type test reports.
- ii) The balance 30% payment shall be released after receipt of successful type test reports on the samples selected from the material received in the stores.
- iii) The due dates for payment shall be considered from the date of submission of the bills along-with receipted challan to Sr. Accounts Officer (Cash & CPC), JdVVNL, Jodhpur.

17. QUANTITY TOLERANCE:

The quantity ordered can be supplied with a tolerance of plus minus 2% of each size of stay wire.

18. DEPARTURE FROM SPECIFICATION

Technical deviation including GTP and commercial deviation including delivery if any shall be mentioned in schedule-VI-A & Schedule-VI-B "departure from specification" attached with this specification. Mentioning of such deviations elsewhere in the offer will not be considered as deviation. The printed terms and conditions of sales and other if any attached with the offer will not be considered.

19. PRICE FALL CLAUSE:

If lower rates are received /finalized in subsequent tender for this item then price fall clause shall be applicable as per clause 1.60 of GCC.

20. DELAY IN DELIVERY & DELAY IN DESPATCH

- i) The delay in delivery shall invoke provisions of clause No. 1.24 of the GENERAL CONDITIONS OF CONTRACT (Sec.II) "

21. GST:-

GST registration number of Jodhpur Discom is 08AAACJ8578R1ZJ.

As GST act has been implemented from 01.07.17, therefore, BOQ has been prepared accordingly with applicability of GST. Further, old tax structure wherever appearing in ITB, GCC, specification may be replaced by GST as per notification.

22.0 ADDITIONAL ORDER

Repeat order for additional quantities upto 50% of original ordered quantities , may be placed by the nigam on the same rates ,terms and conditions given in the contract.

23.0 Every Micro, Small & Medium enterprises of Rajasthan shall be required to submit an affidavit in schedule-X, along with duly filled bid document.

SCHEDULE-I**SCHEDULE OF REQUIREMENT FOR PURCHASE OF G.S. STAY WIRE OF SIZE 7/10 SWG, AGAINST TN-1436.**

S. No.	Name of Item	Tendered qty. in MT
1	G S STAY WIRE OF SIZE 7/10 SWG	2,682 MT

The above mentioned quantity is approximate and may increase or decrease as per the requirement of the Nigam.

SCHEDULE-II**PRICE & PRICE VARIATION FORMULA**

The bidder shall quote the rates in Rs. per MT, on variable price basis for items as detailed at **schedule-IV/BOQ** of the specification. The price variation shall be calculated on the basis of formula detailed below and payable within stipulated delivery schedule:

The base date of price variation shall be 1st day of one month prior to the date of opening of the bid, and shall be governed as per clause No.1.10. of Instructions to bidders.

Prices payable to the supplier as stated in the contract shall be subject to adjustment during performance of the contract to reflect changes in the cost of Labour and Material components in accordance with the formula :

For steel:

In case of increase/decrease in the cost of 8 mm mild steel wire rod by Rs. 100.00 per MT the price of finished G.S.S. Wire shall increase/ decrease by Rs. 100/- (Rs. One hundred) per MT.

For Zinc:

In case of increase/decrease in the cost of Zinc by Rs. 100.00 per MT the price of finished G.S.S. Wire shall increase/decrease as under:-

- (i) GSS Wire 7/3.15 mm dia (7/10 SWG) - Rs. 4.00 per MT

The base price of 8 mm wire rod (EQ Grade) conforming to IS:7887/1975 and EHG zinc used in the manufacture of GSS wire as on first day of calendar month, one month prior to the date of opening of tender shall be clearly indicated in the offer. Further variation in steel shall be allowed on the basis of ex-stock yard Jaipur / Ludhiana prices as intimated by Rashtriya Ispat Nigam Ltd., Jaipur / Ludhiana and in zinc on the basis of IEEMA circular.

The base date of mild steel wire rod price of size 8 mm (EQ Grade) as on **1st day of one month prior to the date of opening of the technical bid.**

The applicable prices for claiming price variation on account of change in the price of the steel or zinc shall be the price prevailing on the first day of calendar month preceding the calendar month in which the material has been offered / due for inspection whichever is earlier.

Note:- The date of delivery (i.e. date of readiness of material) and variable price shall be worked out in accordance to clause 1.10 of Instructions to bidders (Section-I).

NOTE: If the P.V. formula/indices is changed , the same shall be applicable for the price variation.

SCHEDULE-III**DETAILS OF APPLICABLE STANDARDS / SPECIFICATION/ MANUALS :**

The material shall comply with the relevant provisions made in the following Indian Standards Specification (now BIS) with latest amendments.

1	IS:2141/2000: (Latest amended)	Hot dip galvanized stay strand-specification
2	IS:4826/1979 (Latest amended)	Hot dipped galvanized coatings on round steel wires
3	IS:6594/1977 (Latest amended)	Technical supply conditions for steel wire ropes and strands
4	IS:7887/1975 (Latest amended)	Mild steel wire rod for general Engineering purposes

All material shall comply in all respect with the requirement of latest addition of relevant Indian Standard Specification except as modified in this Specification Where the relevant ISS is not available, the material / sections should comply with the latest BSS.

SCHEDULE-III (A)**PRE-QUALIFICATION REQUIREMENT**

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

1.0 STATUS OF BIDDER:-

- a) The bidder should be a Manufacturer of offered items. The offers from sole selling agent/ authorized dealers shall not be entertained.
- b) Old/ New suppliers:- Any bidder located within or outside the state of Rajasthan has participated for the first time in a particular Discom & meeting minimum qualification requirement and has supplied the tendered material/or of higher rating in other utility shall be treated as an old supplier. Rajasthan's firms although supplied in past but not meeting minimum quantity supplied criterion including altogether new units which have not supplied any quantity but having adequate & required manufacturing and testing facility and technical know-how of the tendered material shall be considered as new firms and would be eligible for trial order only. In case of supply made to the licensed power utility outside India, the C.A. certificate furnished by firm shall be considered.

Note:-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 quantity separately.

2.0 PAST SUPPLY & PERFORMANCE CRITERIA:-

The bidder shall meet both past supply and performance criteria as detailed below for opening of tenders:-

2.01 PAST SUPPLY:-

- 2.01.1 The bidder is required to quote for minimum 10% of tendered quantity failing which their offer may be considered Non-Responsive.
- 2.01.2 The bidder should have designed, manufactured / fabricated, tested and supplied to utility / Discoms / Govt. Departments at least 2 X QQ (QQ being the quoted quantity) of similar item / higher rating of tendered material / equipment in last 3 financial years from the date of opening of technical-commercial bid.

Note: Requirement of quantity manufactured, minimum quantity to be offered and amount of Bank Guarantee to be furnished in absence of test certificate shall be reduced to 25% for Rajasthan based units.

- 2.01.3 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.

Note:-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 quantity separately.

2.02 PERFORMANCE CRITERIA:-

2.02.1 i) If a bidder has supplied up to 50% of ordered quantity in previous tender up to 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 up to 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.

3.0 TYPE TEST CRITERIA

3.0.1 The bidder shall furnish valid and authenticated type test certificate from a Govt. approved/ a Govt. recognized/ NABL accredited laboratory/ ILAC i.e. International Laboratory Accredited laboratory / ILAC i.e International Laboratory Accrediation Corporation (In case of foreign laboratory) of similar rating and design of tendered material.

The bid of the bidders be also considered for meeting the Type Test criterion if the bidder have the requisite type test conducted successfully on the samples selected from the 1st Lot (**If Applicable**) supplied to JdVVNL against previous tenders and its report are available with the Nigam & furnish certified copy of such Type Test Reports with the bid or reference of order / tender be mentioned in Bid document for verification purpose . Such type test certificates should not be older than **five** years as on the date of bid opening. For this purpose date of conducting type tests will be considered.

The type test certificates by in house laboratory of bidding firm even if it is a Govt approved/ Govt recognized/ NABL accredited Laboratory / ILAC accredited, shall not be accepted, in case of their own bid. This will not apply if bidding firm is Govt. Company/ Public Sector Undertaking.

3.02 The bidder should furnish documentary evidence in support of the laboratory whose type test have been furnished, that the said laboratory is a Govt. / a Govt. approved / a Govt. recognized / NABL accredited laboratory / ILAC accredited (in case of foreign laboratory).

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

3.04 The bids of only those bidders shall be considered to be meeting the type test criteria who furnishes complete type test certificate with the bid as per above provision.

3.0.5 However, in following cases the bid of the bidder may be considered meeting the type test criteria if the bidder furnishes an undertaking stating that valid type test certificate from a Govt. approved / Govt. recognized / NABL Accredited laboratory / ILAC Accredited laboratory shall be furnished from first lot received in Nigam store (without asking any delivery extension) along with bank guarantee with the technical bid from a Nationalized / Scheduled Bank in prescribed proforma at Schedule-III C or DD / Pay Order amounting to **value as detailed below** . The initial validity of bank guarantee shall be nine months with claim period of three months in addition

- i) A new Rajasthan based unit who does not possess valid type test reports subject to technically competent.
- ii) Where one or more type test(s) is/ are older than **5 years**.
- iii) Where new type test have been added in the specification.
- iv) Where some changes in respect of type test procedure of existing type tests have been introduced in the relevant standard.
- v) Where a new item is being purchased by Nigam for the first time.
- vi) The Rajasthan & outside Rajasthan firm who does not possess valid type test certificates, if type test reports of higher rating are furnished.

The date of conducting type test shall be before the date of opening of Technical Bid. 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

Amount of Bank Guarantee in lieu of type test	
For Rajasthan based firms	For Outside Rajasthan based firms
1.25 Lacs	5.0 Lacs

4.0 POOR RECORD OF PERFORMANCE AND DELIVERY:

The bidder who has been black listed in any of the state Discom or with whom business relations have been severed in Jodhpur 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 or 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.

5.0 (A) BLACK LISTING OF A FIRM:

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/misbehavior 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, pilfering 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 register containing the reasons for blacklisting the supplier as also the names of all the partner of the suppliers and the allied concerns coming within the effective influence of the blacklisted supplier will be maintained.

Note:3 A register of black listed supplier will be maintained which will not only include suppliers enlisted with the Enlisting Authority but also black listed suppliers in Nigam.

Note.4 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) SEVERMENT OF BUSINESS RELATION:

- (a) After having given Show Cause Notice of 30 days, and having established & cogent reasons for Severment 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 severment 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.
- (ii) 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.
- (iii) 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 severment period, the period of severment will continue.

Note.2 Severment 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 severment period.

Note 3 Severment 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 Discom.

Note 4 On severment of business; the EMD/SD/vendor registration security will be forfeited.

Note 5 The orders in execution satisfactorily will not be cancelled other than the order on which severment 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 equipments, 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.

6.0 APPEALS AND APPLICATIONS:-

Appeal against the order of blacklisting, severment 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.

GENERAL CONDITIONS: - (All Conditions be Duly Signed & Sealed)

- I) **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.**
- II) **The bidder must clearly fill up each and every particular of guaranteed technical particulars annexed with Technical Specifications otherwise he will be responsible for Technical Non-responsiveness.**
- III) **All documents required in the prescribed format are to be furnished along with the bid itself only except an attested copy of BIS license (wherever it is required), failing which the bid will be summarily rejected.**
- IV) **However, a copy of BIS License may be submitted by the bidder up to the official working hours of one working day prior to the schedule / notified date of opening of price bid.**
- V) **The date of conducting type test shall be before the date of opening of Technical Bid. 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**

Signature of bidder
With stamp
Dated

SCHEDULE-III-B

BANK GUARANTEE IN LIEU OF FURNISHING OF TYPE TEST CERTIFICATE

(On Rajasthan Non-Judicial Stamp Paper worth Rs. @0.25% of BG amount or Rs. 25,000/-, whichever is less)

To,

The Superintending Engineer (MM&C),
Jodhpur Vidyut Vitran Nigam Limited,
New Power House Premises,
Industrial Area,
Jodhpur-342 003.

Dear Sir,

Whereas Jodhpur Vidyut Vitran Nigam Limited , Jodhpur (hereinafter called the purchaser) has issued a bid 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&C), Jodhpur Vidyut Vitran Nigam Limited, Jodhpur or his Nominated officer (s) .

Whereas in accordance with the provision of the specification of the afore- said 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 bid, makes default in furnishing the required type test certificates. Also whether the occasion or ground has arisen for such demand the decision of The Superintending Engineer (MM&C), Jodhpur Vidyut Vitran Nigam Limited, 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&C), 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)
Executants

Witness:

- 1.
- 2.

SCHEDULE-IV-A**Must be filled in by the bidder and attach with technical bid**

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/TN-1436, we agree to supply the following quantity.

S.No.	Particulars of item	Tendered quantity in MT	Qty. offered	Justification of quantity offered as per qualifying requirement.	Status of type test certificate
1	2	3	4	5	6
1	G S STAY WIRE OF SIZE 7/10 SWG	2,682MT			

- The offer is valid for a period of 120 days from the next date of opening of Techno Commercial Bid of the tender.
- The prices are variable with the base date **1st day of one month prior to the date of opening of the bid** as per price variation formula given at schedule -II.
- It is noted that the quantities as mentioned in the specification are approximate and we agree to supply any quantity as per your order.
- The delivery shall strictly be in accordance with delivery clause. In case we fail to deliver the material, we are liable to pay recovery for delay in delivery as per clause No. 1.24 of this Section-II of this specification.
The material shall conform to your specification No. JdVVNL/SE/MM&C/TN-1436 and as per relevant ISS in all respect.
- We confirm that we agree to all the terms and conditions as well as the technical stipulations of your specification No. JdVVNL/SE/MM&C/TN-1436 and there are no deviations other than as specified in the Schedule-VI (A&B).

Signature of bidder
With stamp
Dated

SCHEDULE-VA
(to be filled by the bidder)

GUARANTEED & OTHER TECHNICAL PARTICULARS OF GALVANISED STEEL STRANDED STAY WIRE OF SIZE 7/3.15 MM (7/10 SWG) TO BE SUPPLIED AGAINST TN-1436.

S. No.	Description	Galvanized steel stranded stay wire
		Size 7/3.15 mm
1.	Firm's Address	
2.	Work's Address	
3.	Standard specification to which the material shall conform	Indian standard specification 2141/2000 (Grade-4) 4826/1979 & 6594/1977 with latest amendments thereof.
4.	Size of wire (mm)	7/3.15
5.	Ultimate tensile strength of stranded wire in N/mm sq.	700
6.	Number of dips employed for galvanizing (after stranding)	2-1 minute 1-1/2 minute
7.	Weight of zinc coating in gms/M Sq.	228
8.	Permissible tolerance on diameter of the wire.	(+/-) 2.5%
9.	Breaking load of single wire before stranding in KN.	5.45
10.	Overall diameter of stranded wire in mm	9.45
11.	Minimum percentage elongation	6.0
12.	Packing details indicating bare coil weight	40-60 Kg approx.
13.	Normal length without joint or weld	As per IS:2141/2000
14.	Breaking load of stranded wire (KN)	34. 0
15.	Whether material offered shall bear ISI certification mark (if yes give details).	Yes/No
16.	Any other particulars	-
17.	Website Address (If any)	
18.	Email Address	

Signature of Bidder

Name_____

Designation_____

Common authorized Seal of Bidder

SCHEDULE - V**JODHPUR VIDYUT VITRAN NIGAM LIMITED****A Govt. of Rajasthan Undertaking**

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

S.No. Particulars of technical & other performance data guaranteed.

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 - VI (A)



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.

SCHEDULE - VI (B)



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 affected. This list should be in form given below:-

S. N.	Details of supplied item	Ordered Qty. in M.T.	Order no. & date	Name & details of Purchaser	Qty. Supplied before tender opening	Weather order completed	Remarks
1.	2.	3.	4.	5.	6.	7.	8.

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

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

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____ have designed, manufactured/ fabricated ,tested and supplied similar item/higher rating of tendered material /equipments in last three financial years from the date of opening of Techno-Commercial bid to the Utilities/ Discoms/ Government Department, as detailed out below:-

S.N.	Financial year in which material supplied	Particulars of items supplied	Name and particulars of purchasing authority	Order No. & date	Unit	Quantity ordered	Value in Rs.	Actual quantity supplied against the order	Value	Remarks
1	2	3	4	5	6	7	8	9	10	11

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.

Signature
Name & Designation
With seal of the Bidder

Signature
C.A of Firms
With seal and Membership No.

NOTE- AN UNDERTAKING FOR THE SAME BE FURNISHED AS DETAILED IN ANNEXURE-I

SCHEDULE-VIII

**JODHPUR VIDYUT VITRAN NIGAM LIMITED
DELIVERY SCHEDULE**

PART-A

The delivery schedule of the material by the Purchaser is as mentioned hereunder:-

S. No.	Particular of material	Delivery
1.	G.S STAY WIRE OF SIZE 7/10 SWG	The bidder is required to quote monthly delivery. Commencement period shall be 30 days from the date of receipt of purchase order and entire supply shall be completed in Eight months at equal monthly rate thereafter.

Note :- In case ordered quantity is different than quoted quantity, then monthly delivery shall be adjusted proportionately. Tenders in which monthly delivery schedule is not indicated shall be ignored.

PART-B

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

S.No.	Particular of material	Commencement period	Rate of supply per month	Period for completion of delivery of entire material
1.	G.S STAY WIRE OF SIZE 7/10SWG			

Note:- (i) During the commencement period, the approval of drawing, B.O.M. and model assembly shall be got completed.

(ii) During the commencement period the contractual formalities shall be got completed.

**Signature
Name & Designation
With seal of the bidder**

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 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 along with 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 along with 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

(TO BE FURNISHED ON NON-JUDICIAL STAMP WORTH Rs.100/- & DULY NOTARIZED)

FORMAT OF AFFIDAVIT

I _____ S/o _____ Aged _____ Yrs. _____
Residing at _____ Proprietor/Partner/Director of
M/s _____ do hereby solemnly affirm and declare that:

(a) My/Our above noted enterprise M/s _____ has been issued acknowledgement of Entrepreneurial Memorandum Part II by the District Industries Centre _____ . The acknowledgement No. is _____ dated _____ and has been issued manufacture of following items:

Name of Items	Production Capacity (Yearly)
---------------	------------------------------

- (i)
- (ii)
- (iii)
- (iv)
- (v)

(b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.

(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

Place _____

Signature of
Proprietor/Director Authorized Signatory
With Rubber Stamp and date

Amendments in GCC & ITB

- 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 favor of Superintending Engineer (MM&C), JDVVNL, Jodhpur, **upto 4.00 p.m. upto one WORKING day prior to schedule date of opening** of respective bid and obtain a receipt/acknowledgement thereof. No other mode of deposit shall be accepted. At the time of depositing the Bid Security amount or Bank Guarantee, the bidder shall also furnish self attested and duly attested by Notary, the documentary evidence of SSI unit of Rajasthan or of sick unit (as applicable). along with affidavit as per schedule X on non-judicial stamp of Rs. 100/-

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 is 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.

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) Performance security from the successful bidder shall be taken **5%** (of the amount of supply order in case of established suppliers)/ **1%** (of the amount of supply order in case of Micro, Small & Medium scale industries of Rajasthan)/**2%**(of the amount of supply order in case of sick industries)/**10%** (of the amount of supply order in case of other suppliers). 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., ITB and other bidding document may now be read as G.S.T.**
- 5) The following amendment is hereby made in GCC Clause No. 1.43 (Due Date of Payment):**

Payment shall be due and payable by the purchaser in accordance with the provision of the contract within a reasonable period from the date of receipt of each invoice by the contractor / supplier duly supported by a certificate of the Engineer. The purchaser will take all possible efforts to make payment to the contractor / supplier generally on **45th day** after receipt of duly verified challans / receipts / bill in the office of paying authority (Sr. Accounts Officer (Cash &CPC) Jodhpur Discom, Jodhpur / Concerned Circle Accounts Officer) and completion of contractual formalities. But in case of delay in payment the purchaser shall not be liable to pay any interest on the outstanding amount to the contractor / supplier

APPENDIX-A

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 or 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 above 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 _____(Bank Name) further undertake not to revoke this guarantee during its currency except with the previous consent of the Superintending Engineer (MM&C), Jodhpur Vidyut Vitran 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 venture.

ANNEXURE-I

**UNDERTAKING FOR CA CERTIFICATE (TO BE FURNISHED ON NON-JUDICIAL STAMP
WORTH Rs.100/- & DULY NOTARIZED)**

I/WE UNDERTAKE THAT THE CA CERTIFICATE SUBMITTED AS PER THE REQUIREMENT OF PRE-QUALIFICATION REQUIREMENTS, FOR ADJUDGING THE PAST SUPPLIES ,UNDER THE SUBJECT TENDER, TN-_____ , IS CORRECT AND I, UNDERSIGNED WILL BE SOLELY RESPONSIBLE FOR ANY DEVAITION/ DISCREPANCY/ IN-CORRECT INFORMATION , IF EVER NOTICED IN THE CA CERTIFICATE.

FURHER, IN CASE, IF ANY DEVAITION/DISCREPANCY/IN-CORRECT INFORMATION IS NOTICED IN THE CA CERTIFICATE FURNISHED WITH THE BID, AT ANY STAGE DURING PROCESSING/ CURRENCY OF TENDER, DISCOM CAN TAKE THE ACTION AGAINST THE FIRM
M/s_____

_____AS PER THE RULES & REGULATIONS.

(SIGNATURE)
NAME & DESIGNATION
WITH SEAL OF THE BIDDER

ANNEXURE-II

Bidders are requested to furnish following details:

1. **Name of Firm :**
2. **Office Address :**
3. **Work's Address :**
4. **Email Address :**
5. **Phone / Mobile No. :**
6. **Fax No. :**
7. **Name of Firm's representative :**
8. **Contact No. of Firm's representative:**