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1. 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 06:00 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.
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 bids due to any website related problems.
3. The cost of Tender specification **Rs. 2950/-** (Non-Refundable) (50% for MSME of Rajasthan) 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.
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 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 be deposited **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 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.

JODHPUR VIDYUT VITARAN NIGAM LIMITED
OFFICE OF THE SUPERINTENDING ENGINEER (MM&C)
NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR –342 003
Corporate Identity Number (CIN)-U40109RJ2000SGC016483 GST No. 08AAACJ8578R1ZJ

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TENDER SPECIFICATION NO. JdVVNL/SE(MM&C)/EIIIAIII/TN-1735

Tenders are hereby invited in e-procurement system for purchase of GALVANISED M. S. ROD TYPE EARTHING SET WITH CLAMPS AND G.I. WIRE, UNDER TN-1735.

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	Estimated Unit F.O.R. Destination Price
1	GALVANISED M. S. ROD TYPE EARTHING SET WITH CLAMPS AND G.I. WIRE	1,19,737 Sets	Rs. 451.71 per set.

A	NIT No.	TN-1735
B	Cost of tender specifications	Rs.2950.00 (Two Thousand nine Hundred fifty Only) (50% for MSME of Rajasthan)
C	Processing fee of RISL	Rs.1000.00 (One Thousand Only)
D	Bid security to be deposited	General Bidder : Rs 10,81,728.00 Sick Unit : Rs 5,40,864.00 SSI unit of Rajasthan: Rs. 2,70,432.00*
E	Validity	120 days from the next date of opening of techno-commercial bid.
F	Base date for price variation	01.01.2022 (irrespective of date of opening of tender)

***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 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 31.01.2022 (6:00 PM)	www.jdvvnl.com & http://eproc.rajasthan.gov.in
2	Deposit of cost of Tender Specifications & Bid security and furnishing of Processing fee	Up to 31.01.2022 (4:00 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 01.02.2022 (12:00 PM)	http://eproc.rajasthan.gov.in
4	Opening of Technical Bid	01.02.2022 (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

SECTION-III**TECHNICAL SPECIFICATION FOR SUPPLY OF GALVANISED M.S.ROD TYPE EARTHING SET WITH CLAMPS AND G.I. WIRE AGAINST TN-1735****1. SCOPE**

This specification covers design, manufacture, inspection, testing before dispatch, supply and delivery at consignees headquarter of Galvanised M.S. Rod type earthing sets with clamps and G.I. wire. The earthing sets shall be used to protect the 33 KV, 11 KV LT lines & sub-stations from faulty currents.

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 quantities mentioned in the schedule-I of requirement are provisional. However, the type of structures and the 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/ weight of structure. The purchaser also reserves the right to split the quantity and to entrust the order for the supply on one or more suppliers. The tenderer 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**. The bidder is required to quote monthly delivery. In case ordered quantity is different than quoted quantity, delivery shall be adjusted proportionately. **Tender in which monthly delivery is not indicated likely to be ignored.**

5. STANDARDS

The relevant ISS: to which this material shall conform is indicated as below:-

For fabricated material

- (i) Raw material test (Manufacturer's Raw material test certificate as per ISS: 2062- Grade 'A')
- (ii) Galvanisation test as per relevant IS:2633.
- (iii) Checking/verification of Dimension etc. as per approved drawing.
- (iv) Sampling for workmanship and dimension checking 3% of each lot and as per ISS-4711-1976.

For Bolt & Nuts:

- (i) Sampling as per IS:2614 (1969)
- (ii) Dimensions as per IS:6639(1972)/12427 (1988) for bolts and IS:1363 Part-III (1984) for nuts.
- (iii) Galvanisation (sampling) as per IS:1367 part-12 1983, mechanical properties and chemical composition (as per IS:1367 part-III-1991/ IS:12427 (1988) for bolts and IS:1367 Part-IV 1980/IS12427-1988 for nuts.

For Spring washers:

- (i) Sampling as per IS:6821 (1973)
- (ii) Dimension and testing IS:3063 (1972) and permanent set test – DIN-257 part 264.2.2 and 4.2.3
- (iii) Electroplating IS:1573 (1986)
- (iv) Chemical composition IS:4072 (1975)

For Galvanised steel wire:

- (i) As per IS: 280(latest addition)
- (ii) Testing as per IS:7887 Grade-III

6. FINANCIAL RESOURCES AND EXPERIENCE

The tenderer shall submit along with the tender, the details regarding his previous experience in performing similar comparable work, the technical strength and manufacturing facilities available and also financial capability. The tenderer is further requested to furnish the information, particularly on the following points :-

- (i) Standing of the firm as manufacturer or authorized dealers/sole selling agent/sole distributor.
- (ii) Approximate tonnage, fabricated so far at his works on monthly basis.
- (iii) Testing facilities available at their works.

7. WORKMANSHIP:

The galvanized M.S. Rod shall be made to the dimension specified. The Rod shall be solid and free from all defects and shall be uniformly galvanized. The requirement for chemical composition of the rod, clamp, Nut-Bolts etc. shall conform to relevant ISS as mentioned against each item of earthing sets.

8. QUALITY ASSURANCE PLAN

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

- (i) 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.
- (ii) Information and copies of test certificates as in (i) above in respect of bought out material.
- (iii) List of manufacturing facilities available.
- (iv) Level of automation achieved and list of areas where manual processing exists.
- (v) List of areas in manufacturing process, where stage inspections are normally carried out for quality control and details of such test and inspection.
- (vi) List of testing equipments available with the supplier for final testing of Galvanised M.S.Rod type earthing sets 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.

9. INSPECTION, TESTING & CHECKING:

All the tests and inspection shall be made at the works of manufacturer unless otherwise especially agreed upon by the bidder and purchaser at the time of purchase. The bidder shall afford the inspecting officer(s) representing the purchaser all reasonable facilities without charges, to satisfy him that the material is being furnished in accordance with this specification. 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.

The inspection may be carried out by the purchaser at any stage of manufacture/ before dispatch as per relevant standard.

Inspection and acceptance of any material by the purchaser shall not relieve the bidder of 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 15 days advance intimation to enable the purchaser to depute his representative for witnessing the acceptance and routine tests. The inspection charges would be to the purchaser's account.

TEST BEFORE DESPATCH:- The M.S. Rod type earthing sets shall be subject to the following tests as per ISS at manufacturer's works before dispatch.

ROUTINE/ACCEPTANCE TEST AS PER RELEVANT STANDARD:

For fabricated material

- I) Raw material test (Manufacturer Raw material certificate as per ISS: 2062 Grade A).
- II) Galvanization test as per relevant IS:1367(Pt. 13th)1983.
- III) Checking of Dimensions etc. as per approved drawing.

IV) Sampling of workmanship and dimension checking 3% of each lot and as per ISS: 4711-1976.

For Bolt & Nuts

- i) Sampling as per IS:2614 (1969)
- ii) Dimensions
- iii) Galvanization

For spring washers:

- I) Sampling
- II) Dimensions
- III) Galvanization
- IV) Chemical composition

Galvanised steel wire as per IS:12776 / 1989 latest addition.

In case bidder use the steel sections manufactured by prime producers then the inspecting officer shall verify and record in the inspection report regarding stamping and mark of prime producers.

The purchaser reserves the right to conduct all tests on M.S. Rod type earthing sets. (Name of the equipment/material) after arrival at site and the contractor shall guarantee test certificate figures under actual service conditions.

10. MARKING

The following marking shall be stamped / punched / emboss with a metal dye on the both clamps and shall be legible.

- i. The name of manufacturers in suitable code
- ii. The word "JUD" & "TN No"
- iii. Year of manufacture

If the above marking is not found on the material received in the stores , the receipted challan shall not be given by the concerned stores . The challan shall only be issued after verification of material by the Store officer.

Each bundle of earthing sets shall be legibly marked with the physical condition, 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 JDVVNL seal.

11. PACKING AND FORWARDING

The Galvanised M.S.Rod type earthing sets shall be supplied in bundles (containing all items) and shall be suitably bound and fastened compactly and shall have a maximum weight of 400 Kgs. The bundles will be suitably protected by wrapping round by hessian cloth/polythene cover to avoid damage in transit and corrosion.

12. TEST CHECKING OF MATERIAL AT STORES.

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

(i) One sample out of each sub-lot / lot of 2000 sets or part thereof from each inspected lot received in stores shall be selected for test checking of material and shall be got tested. The sample selection shall be done as soon as material is received in stores without the presence of representative of supplier. However testing of sample(s) at CTL shall be carried out in presence of representative of supplier after identification of sample by supplier's representative.

(ii) Tests

(A) The following tests shall be carried out on the selected samples of complete earthing set except G.S. wire at CTL.

- (i) Visual examination
- (ii) Verification of dimension as per specification/ GTP/approved drawings.
- (iii) Galvanization uniformity test
- (iv) Weighment of selected sample

(B) The following tests shall be carried out on the selected samples of G.S. wire as per relevant standards at CTL.

- (i) Galvanization uniformity test
- (ii) Dimensional Check
- (iii) Tensile load test

Test of the material shall be got done at the test laboratory of the Nigam i.e. CTL. For witnessing of the testing clear 7 days notice shall be given to the supplier stating date, time and place where the test is to be conducted. In case the suppliers do not attend for witnessing the test, the testing shall be proceeded / completed and action shall be taken as per the contract.

The Executive Engineer (CTL) shall send copies of test reports to the purchaser, consignees and the supplier and Sr. A. O. (Cash & CPC).

13. CRITERIA FOR ACCEPTANCE

(A) Verification of dimension.

The sample(s) shall be subjected to verification of dimension check up as per specification/GTP/approved drawings and will be accepted as per tolerances specified in specification/ relevant IS: The material will be accepted to any extent if tolerances are in positive side. If tolerances are in negative side then the material shall be accepted to the extent as specified in IS, without any deduction. If the dimensions are in negative side beyond the specified tolerances in IS then it will be accepted to the extent double the negative side tolerance as specified in IS but with following deductions:-

(a) for M.S.Rod:- 2% of the cost of material

(b) Other parts :- 1% of the cost of material

If the dimensions are beyond double the permissible negative tolerance then material shall be rejected and the supplier shall replace at his own cost.

(B) Galvanization (Uniformity) test

(i) The sample shall be first tested for (n-2) number of dips where (n) is specified number of dips in the contract. If the sample(s) does not pass the uniformity of galvanization test for (n-2) dips, the **material shall be rejected** and the material relating to relevant lot/sub-lot to which sample(s) pertains shall have to be replaced by the supplier free of cost.

(ii) If the sample(s) has passed the uniformity of galvanization test for (n-2) dips, then it shall be tested for (n-1) dips. If the sample has not passed the uniformity of Galvanization Test with (n-1), then material pertaining to relevant lot/sub-lot shall be accepted with a **deduction @ 10% of cost of material.**

(iii) If the sample(s) has passed the uniformity of Galvanization Test with (n-1) dips, then sample 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 test with specified number of dips i.e. 'n' dips, then material pertaining to relevant lot/sub-lot shall be accepted with a **deduction @ 5% of cost of material.**

The payment shall be released only after receipt of successful test report of the sample(s) selected at purchaser's store for mandatory test checking to be carried out at CTL. However, the due date for payment shall be considered from the date of submission of bills along with receipted challans to Sr. A.O.(Cash & CPC), JdVVNL, Jodhpur

14. PRICES AND PRICE VARIATION

The prices shall be quoted in Rs. per Set on F.O.R. destination basis in the manner detailed in schedule of Prices (Schedule-IV) indicating details of ex-works price, freight & Insurance charges and GST. 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 01.01.2022 (irrespective of date of opening of tender)**, 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.

15. 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.

16. QUANTITY TOLERANCE

The quantity ordered can be supplied with a tolerance of plus minus 2%.

17. 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.

18. 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.

19. DELAY IN DELIVERY & DELAY IN DESPATCH

The delay in delivery shall invoke provisions of clause No.1.23 & 1.24 of the GENERAL CONDITIONS OF CONTRACT (Sec. II)" .

20.0 Further, old tax structure wherever appearing in ITB & GCC may be replaced by GST as per notification wef 1.07.2017.

Further, GST registration number of Jodhpur Discom is 8AAACJ8578R1ZJ.

21.0 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.

22.0 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 GALVANISED M. S. ROD TYPE EARTHING SET WITH CLAMPS AND G.I. WIRE AGAINST TN-1735**

S.No.	Name of Item	Tendered qty. in sets	Remark
1	GALVANISED M. S. ROD TYPE EARTHING SET WITH CLAMPS AND G.I. WIRE	1,19,737	

BILL OF MATERIAL

The bill of material for galvanized M. S. Rod type earthing set with clamps and wire against TN-1735 as per enclosed drawing is as under:-

S.No.	Particulars	Unit	Quantity
1	Galvanised M.S. Rod 20 mm dia electrodes having 3 Meter length	No.	1
2	Galvanised Earthing clamp of M.S.Flat of size 50x6 mm 220 mm length One welded with earth electrode and loose to be bolted	Set (Two Pieces)	2
3	Galvanised Bolts, Nuts and Spring washers.	Sets	2
4	G.I.Wire Size 8 SWG having length 15 Meter	No.	1

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

The price variation shall be calculated on the basis of formula detailed below :

$$P = P_0 \{0.11 + 0.66(SBIR/SBIR_0) + 0.23 (W/W_0)\}$$

Where

P_0 = Ex-works price quoted/confirmed in Rs./MT

P = Ex-works price payable as adjusted in accordance with above formula in Rs./MT .

$SBIR_0$ = Prices of Steel Billets- Retail as published by IEEMA and as applicable on the 1st working day of the month, one month prior to the date of tendering.

W_0 = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100). This index number is as applicable on the first working day of the month, three months prior to the date of tendering.

$SBIR$ = Prices of Steel Billets-Retail as published by IEEMA and as applicable on the 1st working day of the month, two 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: 2016 = 100). This index number is as applicable on the first working day of the month, four months prior to the date of delivery.

The base date of price variation shall be 01.01.2022 (irrespective of date of opening of tender), and shall be governed as per clause No.1.10. of Instructions to bidders.

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:2062/ 1999 (Latest amended)	Hot rolled low medium and high tensile structural steel
2	IS: 2633/1986	Methods for testing uniformity for coating of zinc coated articles
3	IS:4711/1976	Methods for sampling of steel pipes, tubes and fittings
4	IS:1367/1983	Technical supply conditions for threaded steel fasteners
5	IS:1363/1984	Hexagon head bolts screws and nuts of products grade-C
6	IS:6639/1972	Specification for hexagon bolts for steel structures
7	IS:12427/1988	Fasteners, headed steel fasteners, hexagon head bolts
8	IS:6821/1973	Methods for sampling non threaded fasteners
9	IS:3063/1972	Fasteners single coil rectangular section spring lock washers
10	IS:1573/1986	Specification for Electroplated coatings of zinc on iron and steel
11	IS:4072/1975	Specification for steel washers
12	IS:280/	Mild steel wire for general engineering purpose
13	IS:7887/1992	Mild steel wire rods for general engineering purpose

All materials 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.

Signature of bidder
With stamp

SCHEDULE-III-A**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.

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 and UDIN 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 POOR RECORD OF PERFORMANCE AND DELIVERY :

The bidder who have 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.

4.0 (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, 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 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 LOA/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.

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.

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.

4. On severment 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 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.

5.0 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)

- l) 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.

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.

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. JUD/SE/MM&C/ TN-1735, we agree to supply the following quantity.

S.No.	Particulars of item	Tendered quantity In sets	Qty. offered	Justification of quantity offered as per qualifying requirement.	Remarks
1	2	3	4	5	6
1	Galvanised M.S.Rod type earthing sets with clamps and G.I. wire	1,19,737			
	Total	1,19,737			

1. The offer is valid for a period of 120 days from the next date of opening of Techno Commercial Bid of the tender.
2. The prices are variable with the base date **01.01.2022** (**irrespective of date of opening of tender**).
3. It is noted that the quantities as mentioned in the specification are approximate and we agree to supply any quantity as per your order.
4. 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/EI IIIA III/TN-1735 and as per relevant ISS in all respect.
5. We confirm that we agree to all the terms and conditions as well as the technical stipulations of your specification No. JdVVNL/SE/MM/EI IIIA III/TN-1735 and there are no deviations other than as specified in the Schedule-VI (A&B).

Signature of bidder
With stamp

SCHEDULE-V
(to be filled by the bidder)
GUARANTEED & OTHER TECHNICAL PARTICULARS FOR
GALVANISED M.S. ROD TYPE EARTHING SET AGAINST TN-1735

S.NO.	PARTICULARS		Description
1	Name of Manufacturer	:	
2	Address for Correspondence	:	
3	Manufacturer's works address	:	
4	GST Number	:	
5	Standard specification to which the material shall conform.	:	IS: 2062 and other relevant standards.
6	Dimension shall confirm	:	For earthing sets as per approved drawing and for bolts, nuts & S.washer as per relevant standard.
7	Sampling for workmanship and dimension	:	3% of offered lot
8	Galv. Shall confirm to No.of dips employed for galvanisation	:	As per IS: 2633/1986 & relevant ISS. 3 dips for 1 minute 1 dip for half minute
9	Electroplating test	:	As per IS:1573 (1986) and relevant ISS
10	Chemical composition	:	As per relevant ISS.
11	Tolerance (i) Mfg.Tolerance. (ii) Tolerance in length	:	± 0.5 mm (As per ISS 1852/1985) $\pm 0.5\%$
12	Packing	:	As per clause No.11 of specification.
13	Weight (in Kg.) of earthing set excluding G.I. Wire Bolts and Nuts	:	8.4 Kg. $\pm 3\%$
14	The suitable code of manufacturer's name as per clause no.10(Marking) of specification	:	
15	The length of bottom conical portion of MS Rod	:	: 100 mm ± 5 mm tolerance.

BILL OF MATERIALS

S.No.	Particulars	Unit	Quantity
1	Galvanised M.S. Rod 20 mm dia electrodes having 3 Meter length	No.	1
2	Earthing clamp of M.S.Flat of size 50x6 mm 220 mm length welded with earth electrode	Set (Two Pieces)	1 welded 1 bolted
3	Bolts, Nuts and Spring washers.	No.	2
4	G.I.Wire Size 8 SWG having length 15 Meter	No.	1

Signature of Bidder

Name _____

Designatio _____

Common authorized Seal of 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.
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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.

Schedule – VII**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 items supplied	Qty in sets	Order No. & Date	Name & details of purchasing authority	Date of Completion	of
1	2	3	4	5	6	

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

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

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

Schedule VII-A

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

Signature

Signature of

**Name & designation
With seal of the Bidder
Date.....
Place.....**

**C.A. of firm with seal
Name:
Address:
Membership No.:
UDIN 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.

C.A. firm (.....)

Note: The C.A. Certificate must 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. C.A. Certificate should clearly indicate the Rating, quantity supplied, period of supply in the format prescribed, any deviation to format or information diverted format, will not be considered and rejected.

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	Galvanised M.S.Rod type earthing sets with clamps and G.I. wire	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 bimonthly delivery shall be adjusted proportionately. Tenders in which bimonthly 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
	Galvanised M.S.Rod type earthing sets with clamps and G.I. wire			

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 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. Official email ID
3. GSTIN
4. Whether firm is proprietorship/partnership/ Limited (Please give details and also enclose copy of memorandum of constitution of firm along with name of directors/ partners/proprietor & their address.
5. Place where works exist.
6. Details of machinery particularly with B.H.P. of each item installed.
7. Details of staff employed in the works.
8. Date when started the manufacturing of item under reference.
9. List of items manufactured.
10. Literature and drawings of items manufactured showing their description, size, design and other important technical particulars.
11. Details of order so far, executed alongwith the names of organization to whom supplied.
12. Manufacturing capacity.
13. Is the workshop open for inspection by the representative of the board, if required?
14. Statement of financial resources and Banking Reference alongwith Balance-Sheet for previous two years.
15. Testing facilities available for the manufactured articles in the testing laboratory of works.
16. Whether the Firm is a small/medium/large scale industry.
17. Registration No. with :-
 - i. Small Scale, National/State.
 - ii. DGTD
 - iii. State Industries Department.

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

THE BILL OF MATERIALS FOR GALVANIZED M.S.ROD TYPE EARTHING SET FOR LT,11 KV & 33 KV LINES			
S.N	DESCRIPTION	UNIT	QTY.
1	M.S.ROD 20 MM OUTSIDE DIA HAVING LENGTH 3 MTR.	NoS.	1
2	M-12 BOLT & NUT	NoS.	2 EACH
3	SPRING WASHER FOR M-12 BOLTS	NoS.	2
4	G.I.WIRE SIZE 8 SWG OF 15 METER LENGTH	NoS.	1
5	50x6 MM M.S.FLAT FOR CLAMP WELDED WITH ROD	NoS.	1
6	50x6 MM M.S.FLAT FOR CLAMP LOOSE / COVER5	NoS.	1

Schedule – X

Format of Affidavit
(ON NON-JUDICIAL STAMP OF Rs. 100/-)

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.

d) The Present status of the firm is as per acknowledgement of Entrepreneurial Memorandum Part-II issued on the date of District Industries Center, _____.

Place _____

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

VERIFICATION

I, _____ S/o _____ Aged _____ Years residing at
_____ Proprietor / Partner/ Director of M/s
_____ verify and confirm that the contents at (a), (b),
(C) and (d) above are true and correct to the best of my knowledge and nothing has been concealed therein. So, help me God.

DEPONENT

**GENERAL
AMENDMENT IN ITB AND GCC**

The various clauses wherever appearing in the Instructions to Bidders (ITB), General Conditions of Contract (GCC), Technical Specifications, Qualification Requirements, various Schedules etc., are hereby amended to the extent as under:-

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

BID SECURITY

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

In case SSI unit of Rajasthan quotes the less than the tendered quantity, then they are required to furnish Bid Security @ 0.5% of the 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 **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 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

The Performance security wherever appearing in the tender document may be read as under:-

- (a) 5 %, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 10% of the amount of work order, in case of procurement of works;
- (b) 1% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries or MSME units of Rajasthan; and
- (c) 2% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR); and

In case of successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security.

3) VENDOR REGISTRATION

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

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

5) The 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 effort to make payment to the contractor / supplier generally on **45th day** after receipt of duly verified challans / receipts / bill in the office of paying authority {Sr. Accounts Officer (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.

6) The GST will be charge extra at the prevailing rate on all the settlement fees as applicable and amended time to time.

7) APPEAL:

i. If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued there under, he may file 1st & 2nd appeal under section 38 of RTPP Act-2012 to the following appeal authorities **within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:**

Sr.No	Type of Appeal	Name & Designation of appellate authority
1	First appeal	Chairman, Discoms
2	Second appeal	Energy Department, Government of Rajasthan

ii) The form of appeal shall be as per Rule 83 of RTPP Rules, 2013 and memorandum of appeal shall be filled as per form-1 as prescribed under RTPP Rules, 2013.

Fee for appeal: - Subject to rule 84 of the RTPP Rule 2013 the fee shall be as under:-

a. For First Appeal:- Rs. 2,500/- (Rupees Two Thousand Five Hundred Only)+GST.

b. For Second Appeal:- Rs. 10,000/- (Rupees Ten Thousand Only)+GST.

iii) It is further intimated that the fee shall be paid in the form of Demand Draft of Bankers Cheque of a Scheduled Bank payable in the name of Sr. Accounts Officer (Cash & CPC), JdVVNL, Jodhpur.

iv) Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

v) Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

vi) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

vii) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

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

required to furnish a Declaration as per Appendix-C, on Rajasthan Non-Judicial Stamp Paper of Rs. 100/ (excluding surcharge on Stamp Paper, as per rules).”

- 9) In case the terms & conditions mentioned in PO, ITB & GCC are modified/differ from RTPP Act, then RTPP Act shall supersede.

Addendum in the provision of Instruction to bidder (ITB) in the clause No. 1.12.2 for quantity allocation as per award criteria of purchase manual in accordance to the clause no. 74 of RTPP rules:

1.12.2(A) for quantity allocation

(i) Trial order under Para No. 22.17 (a) & (b) of purchase manual

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

Note: - The material supplied and accepted for same/higher rating for turnkey project(s) to a licensed power utility/Govt. shall be considered for the purpose of evaluating criteria. The certificate given by C.A. shall indicate above quantity separately.

- (b) (i) The trial order for a particular item shall not generally exceed 10 % of the total quantity considered for placement of order. This ceiling may, however, be relaxed by the corporate level purchase committee up to the extent of 30 %, to take the advantage of lower price where situation of differential prices offering is arising.
- (ii) The capacity & capability assessment of a bidder located outside state of Rajasthan who otherwise qualifies but is participating for the first time shall not be carried out. Similarly, For the tendered item(s) where the valid BIS license is an essential qualification requirement and the bidder possesses the valid BIS but new to the utility. The capacity/capability assessment of such a bidder shall also not be carried out.

(iii) Award criteria under Para No. 10.2 (iii) of purchase manual

- (a) In case of distribution transformers of rating 40 KVA and below, LT cables & conductors and fabricated steel items, order quantity may be distributed in the following manner: -

20% to L1
15% to L2
10% to L3
05% to L4

50% to be distributed equally among other firms subject to the condition that not more than 5% of the quantity to be purchased will be allotted to any one of such firms. The balance, if any will be distributed in the same proportion as indicated above among the first four firms.

- (b) In case of other items except poles, order quantity may be distributed in the following manner:

40% to L1
20% to L2
10% to L3
06% to L4

The balance quantity may be equally distributed among other firms subject to the condition that not more than 4% of the quantity to be purchased will be allotted to any such firm. The balance, if any, will be distributed in the same proportion as indicted above the first four firms.

- (c) In case of poles, the order may be awarded on the basis of landed cost (material and transportation taken together). The allocation of quantity location/destination wise may be made among the eligible firms in equal proportion as far as possible.

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 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 venture.

Annexure 'A'**SELF ATTESTED UNDERTAKING TO BE GIVEN ON FIRM'S LETTER HEAD**

We, the undersigned declare that:

- 1. Our firm, its affiliates of subsidiaries including any subcontractor or suppliers for any part of the contract have not debarred by the state government or the procuring entity or a regulatory authority under any applicable law.**
- 2. We declare that we have complied with and shall continue to comply with the provision of the code of integrity including conflict of interest as specified for bidders in the RTPP Act 2012, RTPP Rules 2013 and the bidding document during the procurement process and execution of contract till completion of all our obligation under contract.**
- 3. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the procuring entity.**
- 4. I/We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document.**
- 5. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons.**
- 6. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/ our professional conduct or the making of false statements or misrepresentations as to my/ our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.**
- 7. I/We do not have a conflict of interest as specified in the Act, Rules and the bidding document, which materially affects fair competition.**

**Firm's Name
Seal & Signature**

APPENDIX-B

Declaration by the Bidder

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

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

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

Signed _____
Name _____

In the capacity of _____

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

Dated on _____ day of _____

Corporate Seal _____
