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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) 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 **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 MSME/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.



JODHPUR VIDYUT VITARAN NIGAM LIMITED
(MATERIAL MANAGEMENT & CONTRACT)
NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR -342003
TELEPHONE: 0291-2742223/ FAX: 0291-2746539/E-mail-semmcjdvvn@gmail.com
Corporate Identity Number (CIN)-U40109RJ2000SGC016483 GST No. 08AAACJ8578R1ZJ

TENDER SPECIFICATION NO. JdVVNL/SE(MM&C)/EIIAI/TN-1794

Tenders are hereby invited in e-tender system for Rate Contract of **HRC FUSE LINK AND BASE OF DIFFERENT RATINGS FOR A PERIOD OF ONE YEAR AND FURTHER EXTENDABLE UPTO THREE MONTHS**. Tenders are to be submitted online in electronic format on website <http://eproc.rajasthan.gov.in>.

The details are as under-

S. No.	Rating in Amp.	Quantity of HRC Fuse links	Estimated Unit For Price In Rs	Quantity of HRC Fuse Base	Estimated Unit For Price In Rs
1	100	10612 Nos.	Rs. 50.12	13265 Nos.	Rs.70.45
2	250	2740 Nos.	Rs.103.38	3425 Nos.	Rs.271.4
3	400	1840 Nos.	Rs.173.15	2300 Nos.	Rs.377.6

A	NIT No.	TN-1794
B	Cost of Specification	Rs. 2,950.00 (Two Thousand Nine Hundred & Fifty only) (50% for MSME of Rajasthan)
C	Processing of RISL	Rs. 1,000.00 (One Thousand only)
D	Bid security to be deposited	As per table given below ***
E	Validity	120 days from the next date of opening of techno-commercial bid.
F	Base date for price variation	Firm Price

***** Bid Security to be deposited for HRC Fuse Link:-**

S. No.	Rating in Amp.	General Bidder (In Rs.)	Sick Unit of Rajasthan (In Rs.)	SSI unit of Rajasthan (In Rs.)
1	100 A	10637.47	5318.73	2659.37
2	250 A	5665.22	2832.61	1416.31
3	400 A	6371.92	3185.96	1592.98

***** Bid Security to be deposited for HRC Fuse Base:-**

S. No.	Rating in Amp.	General Bidder (In Rs.)	Sick Unit of Rajasthan (In Rs.)	SSI unit of Rajasthan (In Rs.)
1	100 A	18690.39	9345.19	4672.60
2	250 A	18590.90	9295.45	4647.73
3	400 A	17369.60	8684.80	4342.40

****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 26.07.2022 (6:00 PM)	www.jdvvn.com & http://eproc.rajasthan.gov.in
2	Deposit of cost of Tender Specifications & Performa of Bid Securing Declaration and furnishing of Processing fee	Up to 26.07.2022 (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 27.07.2022 (12:00 PM)	http://eproc.rajasthan.gov.in
4	Opening of Technical Bid	27. 07.2022 (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 RATE CONTRACT OF HRC FUSE LINK AND BASE OF DIFFERENT RATINGS FOR A PERIOD OF ONE YEAR AND FURTHER EXTENDABLE UPTO THREE MONTHS AGAINST BID SPECIFICATION TN-1794.

3.01 SCOPE:

This specification covers the design, manufacture, assembly, testing at the manufacturer's works before dispatch, supply and delivery at Nigam Stores of HRC Fuses link and base of ratings 100 Amp to 400 Amp.

3.02 SCHEDULE OF REQUIREMENT:

The schedule of requirement for blade type HRC Fuse links and bases of ratings 100 Amp. to 400 Amp shall be as under: -

S. No.	Rating in Amp.	Quantity of HRC Fuse links	Quantity of HRC Fuse Bases
1	100	10612 Nos.	13265 Nos.
2	250	2740 Nos.	3425 Nos.
3	400	1840 Nos.	2300 Nos.

The quantity indicated above may be increased or decreased to any extent.

3.03 GENERAL:

The HRC Fuses are used in our LV distribution network, where the average temperature in the summer is 42° to 45° C, the minimum temperature of 20° C. The humidity varies from 65% to saturation at times.

3.04 COMPONENTS:

- (i) **Blade Contacts:** The blade contacts shall be made up of electrolytic grade copper with silver plating.
- (ii) **Body:** The body shall be made up of insulating material such as porcelain or steatite. It shall have insulating properties as per Clause No. 7.02 of IS:13703 (Part-I), 1993.

3.05 RATINGS:

- (i) **Current:** The HRC Fuse shall have current ratings such as 400 Amp, 250 Amp, & 100 Amp for blade type.
- (ii) **Voltage:** The rated voltage of the HRC Fuse shall be 415 volts. The HRC Fuse shall be also suitable for the 6% variation of supply voltage.
- (iii) **Frequency:** The HRC Fuse shall be designed and rated as frequency of 50 Hz. It shall be also suitable for ±5% variation of supply of frequency.

3.06 CHARACTERISTICS:

- (i) **I/t Characteristics:** The manufacturer shall submit the I/t characteristics of the fuse as per Clause No. 5.8.2 of IS: 13703 (Part-I)-1993).
- (ii) **Conventional Nom Fusing current:** The Conventional Nom Fusing Current shall be 1.25 times the rated current. The definition of conventional non-fusing current shall apply as per Clause No. 2.3.18 of IS: 13703 (Part-I)/1993.
- (iii) **Conventional Fusing Current:** The Conventional Fusing Current shall be 1.6 times the rated current. The definition of conventional fusing current shall apply as per Clause No. 2.3.19 of IS:13703 (Part-I)/1993.
- (iv) **Temperature:** The maximum temperature rise at fuse base terminals shall not exceed 55° C when tested as per Clause 8.3 of IS:13703 (Part-I)/1993.
- (v) **The power loss:** The power loss in a fuse link carrying rated current measured after the fuse link has attained a steady temperature when tested as per Clause No. 8.3 of IS: 13703 (Part-I)/1993, shall not exceed the maximum limits as given below:

Watt losses:

S. No.	Rating	Type	Watt loss
1	400 Amp	Blade Contact type	34
2	250 Amp	Blade Contact type	23
3	100 Amp	Blade Contact type	12

3.07 ACCEPTANCE TESTS:

- Non fusing test:** The test shall be carried out as per Clause No. 8.4.3 la of IS: 13703 (Part-I)/1993.
- Fusing Test:** The test shall be carried out as per Clause No. 8.4.3 lb of IS: 13703 (Part-I)/1993.
- Temperature Rise Test:** The fuse shall satisfy the condition given as per Clause No. 5.06 (iv) of this specification.

Power loss measurement test: The fuse shall satisfy power loss measurement test given in Clause No. 5 of this specification.

3.08 DIMENSIONS:

The dimensions of HRC Fuse shall be as per IS: 13703 (Part-I)/1993.

S. No.	Rating	Type	Size	Data Sheet No.
1	400 Amp	Blade Contact type	2	I
2	250 Amp	Blade Contact type	1	I
3	100 Amp	Blade Contact type	00	I

3.09 MARKING:

The HRC Fuse shall have markings as per Clause No. IS: 13703 (Part-I)/1993.

BIS Certification: The offered HRC Fuse Link and Base should be ISI Marked.

3.10 SAMPLES:

Each tenderer shall furnish only one technical offer, along with two Nos. of samples of each rating HRC Fuse and Base. Offers of tendered who given more than one technical offer under this tender will be overlooked.

3.11 PRICES:

The tenderer must quote "FIRM" prices inclusive of packing charges and forwarding charges, freight and insurance charges may be indicated separately. The GST as applicable be indicated clearly.

3.12 PACKING:

The packing of the equipment shall be such that it should not get damaged during transit.

3.13 INSPECTION AND TESTING:

Before dispatch, the equipment shall be inspected and tested by the authorized inspecting officer of the Nigam. The manufacturer/ supplier shall furnish the details of tests, which will be arranged at the time of inspection to ascertain routine test at the manufacture's works in presence of purchaser representative.

3.14 TYPE TEST CERTIFICATES:

The type test certificates (not older than Five years) from any Govt. recognized testing laboratory / NABL accredited testing laboratory on this offered instruments should be furnished clearly stating the ambient condition under which test has been conducted. The effect of variation in temperature and vibration on accuracy limit should also be stated.

However, in following cases the Bidder is not in a position to furnish Type Test Certificate as mentioned above, 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 B or DD / Pay Order amounting to Rs. 50,000/- (Rs.

12,500/-Only for Rajasthan Based firm). The initial validity of bank guarantee shall be nine months with claim period of three months in addition

- i) Where a new Rajasthan based firm is participating & is technically competent.
- ii) Where one or more type test(s) is/ are older than 5 years.
- iii) Where Rajasthan/out side Rajasthan firm furnishes requisite type test report of higher rating material.

3.15 GUARANTEED TECHNICAL PARTICULARS:

The tenderer shall furnish all the necessary information as desired in the schedule of GTP at Schedule-V-A (For HRC Fuse Links) & Schedule-V-B (For HRC Fuse Base) enclosed with the specification. If the tenderer desire to furnish any other information in addition to the detail as asked for, the same may be furnished against the item of this schedule.

3.16 DELIVERY SCHEDULE:

The delivery of material shall be completed within 30 days from the date of issue of PO against the rate contact for each consignment.

3.17 PAYMENT :

The Payment shall be governed in accordance with the clause No. 1.42 of GCC with the following modifications :-

A) If bidder have submitted valid type test reports with bid:

The 100% payment shall be released after receipt of successful test reports from CTL for the mandatory test checking on the samples selected from the material received at stores against first lot and subsequent lot(s) in anticipation of successful type test reports.

B) If bidder have not submitted valid type test reports with bid:

i) The 70% payment shall be released after receipt of successful test reports from CTL for the mandatory test checking on the samples 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.

C) Payment shall be made only after receipt of successful test report from the CTL of JDVVNL on the samples selected from the material received at the stores. However, the due dates for payment shall be considered from the date of submission of the bills along with receipted challans to Sr. Accounts Officer(Cash & CPC) of Jodhpur Discom.

The Payment shall be governed in accordance with the clause No. 1.42 , 1.43 & 1.44 of GCC (Section-II). Further the Clause No. 1.43 "Due Date of Payment" of the General Condition of Contract has been amended to following extent as under :

Payment shall be due to 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 contractors/supplier generally on 45th day after receipt of duly verified challan's /receipts/bills in the office of paying authority Sr. Account officer (CPC) 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.

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

4.0. ADDITIONAL ORDER:

Repeat orders for additional quantity, upto 50% of original ordered quantity may be placed by Nigam on the same rates, terms and conditions given in the contract, , if required by the Nigam

5.0. 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.

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

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SCHEDULE - 1**SCHEDULE OF REQUIREMENT**

The schedule of requirement for blade type HRC Fuse links and bases of ratings 100 Amp. to 400 Amp shall be as under: -

S. No.	Rating in Amp.	Quantity of HRC Fuse links	Quantity of HRC Fuse Bases
1	100	10612 Nos.	13265 Nos.
2	250	2740 Nos.	3425 Nos.
3	400	1840 Nos.	2300 Nos.

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

SCHEDULE – III

TN-1794

**JODHPUR VIDYUT VITRAN NIGAM LIMITED****A Govt. of Rajasthan Undertaking****Prescribed technical specification for supply of HRC Fuse Link and Base of different ratings**

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

S.No.	Technical specification to which material/equipment/ Machinery/T&P shall confirm	Name of IS/other standard specification to which material should	Other particulars if any. confirm
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1.	HRC Fuse Links & Bases	IS 13703/1993 with latest amendments	
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Certified that we agree to all the aforesaid technical specification except at S.No. 1. for which our technical specification shall be as under:-

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

SCHEDULE – IIIA**TN- 1794 / ITEM : H.R.C. FUSE LINKS & BASE.****PRE QUALIFICATION REQUIREMENTS**

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.
- c) The Bidder is required to furnish a Declaration as per Appendix-B, on Rajasthan Non-Judicial Stamp Paper of Rs. 100/ (excluding surcharge on Stamp Paper, as per rules).

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.

3.0.2 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)

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

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

3.0.5 However, in following cases the 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 B 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) Where a new Rajasthan based firm is participating & is technically competent.
- ii) Where one or more type test(s) is/ are older than 5 years.
- iii) Where Rajasthan/outside Rajasthan firm furnishes requisite type test report of higher rating material.

Amount of Bank Guarantee in lieu of type test	
For Rajasthan based firms	For Outside Rajasthan based firms
Rs. 12500/-	Rs.50000/-

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.

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 -342003.

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 furnish 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 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 thereunder. However, the validity of the bank guarantee shall be extended as and when required by the purchaser.

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

Yours faithfully,

(Bankers)
Executant

Witness:

- 1.
- 2.

SCHEDULE-IV A**TN-1794**

JODHPUR VIDYUT VITRAN NIGAM LIMITED
A Govt. of Rajasthan Undertaking
Must be filled-in by the tenderer and attach with technical bid (Part-I)

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

Dear Sir,

With reference to your invitation to bid against specification No. **SE/MM&C/TN 1794**, we agree to supply the following quantity :

S. No.	Particulars of Items	Bided Quantity	Qty. Offered	Justification of quantity offered as per Qualifying Requirement	Status of Type Test Certificates.
1.	2.	3.	4.	5.	6.
1	H.R.C FUSE LINKS: 100 Amp. Rating. 250 Amp. Rating. 400 Amp. Rating.	10612 Nos. 2740 Nos. 1840 Nos.			
2.	H.R.C FUSE Bases 100 Amp. Rating. 250 Amp. Rating. 400 Amp. Rating.	13265 Nos. 3425 Nos. 2300 Nos.			

1. The offer is valid for a period of 120 days after the date of opening of this bid.
2. The prices are **FIRM**.
3. It is noted that the quantity as mentioned in the specification are approximate and we agree to supply any quantity as per your requirement.
4. The delivery shall strictly be in accordance with our delivery schedule as given in Schedule-VIII of this specification. In case we fail to deliver the materials as indicated in the clause No.1.23 of GCC (Section-II), we are liable to pay recovery for delay in delivery as per clause No.1.24 of this Schedule-II of this specification.
The material shall conform to your specification No. **SE/MM&C/TN-1794** and as per relevant ISS in all respect.
5. We conform that we agree to all the terms & conditions as well as the technical stipulation of your specification No. **SE/MM&C/TN-1794** and there are no deviations other than as specified in the Schedule-VI (A & B).

Yours faithfully,

**Signature of bidder with stamp
Dated.**

SCHEDULE – V
TN-1794



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.
-------	---	------------------------------------

(Signature)

Name & Designation
with seal of the bidder.

SCHEDULE – V-A

GUARANTEED TECHNICAL PARTICULARS OF FUSE LINKS UNDER TN-1794

S. No.	Particulars	Technical Particulars to be furnished by tenderer
1	Name of manufacturer Office Add: Works Add: GST No.	
2	Make	
3	Rated Voltage	
4	Rated Current	
5	Kind of current & Frequency	
6	Rated power Acceptance	
7	Rated breaking capacity	
8	Dimension or size	
9	Whether indicator provided	
10	Whether ISI marked	

Signature & Seal of tenderer

SCHEDULE – V-B

GUARANTEED TECHNICAL PARTICULARS OF FUSE BASE UNDER TN1794

S. No.	Particulars	Technical Particulars to be furnished by tenderer
1	Name of manufacturer Office Add: Works Add: GST No.	
2	Make	
3	Rated Voltage	
4	Rated Current	
5	Kind of current & Frequency	
6	Rated power Acceptance	
7	Dimension or size	
8	Peak withstand current	
9	Whether ISI marked	

Signature & Seal of tenderer

SCHEDULE – VI (A)
TN-1794



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)
TN-1794



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.

**SCHEDULE – VII
TN-1794****JODHPUR VIDYUT VITRAN NIGAM LIMITED****A Govt. of Rajasthan Undertaking****LIST OF PAST SUPPLIES**

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

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

If executed partially mentioned in Nos.)	whether still to be executed	Delivery stipulated in order	Remarks to be (Qty.
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 /Organizations.

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

SCHEDULE-VIIA
TN-1794**TO WHOMSOEVER IT MAY CONCERN**

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

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

Signature
With Seal of the Bidder

Signature of C.A
Name & Designation
Name :
Address:

Date _____
Place _____

Membership No:

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

CA Firm (_____)

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

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

SCHEDULE-VIII
TN-1794**JODHPUR VIDYUT VITRAN NIGAM LIMITED****DELIVERY SCHEDULE****PART - A**

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

S.N o	Particular Of Material	Commencement Period	Rate of Supply per Month	Period for Completion of delivery of Entire material
1.	HRC Fuse Link (A)100 A (B)250 A (C) 400 A		<u>As per Cl. 3.16 of section-III</u>	
2	HRC Fuse Base (A)100 A (B)250 A (C) 400 A		<u>As per Cl. 3.16 of section-III</u>	

Note - In case ordered quantity is different than quoted quantity, then monthly delivery shall be adjusted proportionately. **Tenders in which monthly delivery schedule as above is not indicated, shall be considered as NON-RESPONSIVE.**

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.N o	Particular Of Material	Commencement Period	Rate Of Supply per Month	Period for Completion of delivery of Entire material

Note: (i) During the commencement period, the process of model assembly and submission of B.O.M. for approval 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
TN-1794**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.

(d) The present status of the firm is as per acknowledgment 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) & (d) above are true and correct to the best of my knowledge and nothing
 has been concealed therein. So, help me God.

DEPONENT



SCHEDULE-XI

JODHPUR VIDYUT VITARAN NIGAM LIMITED
(MATERIAL MANAGEMENT & CONTRACT)
NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR -342003
TELEPHONE: 0291-2742223/ FAX: 0291-2746539/E-mail-semmcjdvvn1@gmail.com
Corporate Identity Number (CIN)-U40109RJ2000SGC016483 GST No. 08AAACJ8578R1ZJ

SPECIFICATION FOR SUPPLY OF HRC Fuse Link & HRC Fuse Base of Various Ratings
AGAINST TENDER NOTICE NO: TN-1794

Last Date & time for down loading of tenders	26.07.2022 upto 6.00 PM
Last Date & time for submitting of tenders	27.07.2022 upto 12.00 PM
Date of opening of tenders	27.07.2022 at 3.00 PM
Cost of Specification	Rs.2950.00 (Two Thousand Nine Hundred Fifty Only) For MSME of Rajasthan Rs. 1475.00 (One Thousand Four Hundred Seventy Five)
Tender Processing fees	Rs.1000.00 (One Thousand Only)
Validity	120 days from the next date of opening of Techno commercial bid.
Bid security to be deposited	As per table given below ***

***** Bid Security to be deposited for HRC Fuse Link:-**

S. No.	Rating in Amp.	General Bidder (In Rs.)	Sick Unit of Rajasthan (In Rs.)	SSI unit of Rajasthan (In Rs.)
1	100 A	10637.47	5318.73	2659.37
2	250 A	5665.22	2832.61	1416.31
3	400 A	6371.92	3185.96	1592.98

***** Bid Security to be deposited for HRC Fuse Base:-**

S. No.	Rating in Amp.	General Bidder (In Rs.)	Sick Unit of Rajasthan (In Rs.)	SSI unit of Rajasthan (In Rs.)
1	100 A	18690.39	9345.19	4672.60
2	250 A	18590.90	9295.45	4647.73
3	400 A	17369.60	8684.80	4342.40

Estimated unit FOR price of HRC Fuse links & HRC Fuse Base is as under:-

S. No.	Rating in Amp.	Unit FOR Price for HRC Fuse links (In Rs.)	Unit FOR Price for HRC Fuse Base (In Rs.)
1	100	50.12	70.45
2	250	103.38	271.40
3	400	173.15	377.60

1. The bids not accompanied with qualification requirement , technical requirement indicated in the specification and other requirement given here under will be considered as incomplete offer and sufficient grounds for offer to be passed over:
- i) Capacity, capability and competency proofing documents.
 - a) Capacity/orders of similar and higher rating of tendered equipment booked as on date of bidding with type and rating and construction details of equipment for which order received be indicated.
 - b) Copy of purchase orders of Erstwhile RSEB /SEB'S / Electric Utilities / Govt. Departments / Discoms for similar or higher rating equipment latest executed.
 - ii) Year wise past experience for last 5 years of similar or higher rating of tendered equipment.
 - iii) The details of testing facilities available at the works and copies of latest type test certificates, carried out on similar ITEM.

- iv) Quality assurance plan.
- v) Complete guaranteed technical particulars, out lines and general arrangement drawings along with Bill of Material.
- 2. Bids without Section-I, II, III & Schedules (I to XI) shall be rejected.
- 3. Bids shall be furnished in single copy.
- 4. JdVVNL has the right to reject any offer on the basis of track record of poor performance in execution of previous order / equipment supplied /after sales service while evaluating the Techno-Commercial bid.
- 5. JdVVNL reserves the right to accept minor deviations in standard terms and conditions and also in technical and constructional features as specified in the technical specification (Section-III).
- 6. Deviation of any kind shall not be quoted in BOQ (Bill of quantity) , if found quoted, the same shall be ignored.
- 7. The following facilities are to be provided by the supplier at his own cost to the inspecting officer of Nigam (JdVVNL).
 - i) Suitable accommodation.
 - ii) Local conveyance between arrival point, place of stay, works and departure point.
 - iii) The supplier shall assist in arranging return ticket and reservation on the request of the inspecting officer for which the payment shall be made by the inspecting officer. In case of joint inspection, single or shared double room accommodation shall be provided.

(Signature)

Name & Designation
with seal of the bidder.

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 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

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

- (a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 3% of the amount of work order, in case of procurement of works;
- (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries or MSME units of Rajasthan; and
- (c) 1% 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.

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.

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 filed 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) Bidder is required to furnish a Declaration as per Appendix-B, 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 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.

APPENDIX-B

Declaration by the Bidder**(On Rajasthan Non-Judicial Stamp Paper worth Rs.100/± Surcharge as per rules)**

In relation to our bid submitted to _____ for procurement of _____ in response to their notice inviting bids under TN-_____ We hereby declare under section 7 and 11 of Rajasthan Transparency in Public Procurement Act, 2012, that : -

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the procuring entity.
2. 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.
3. 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 not blacklisted by any utility/ Govt. agency, not have a conflict of interest and not the subject of legal proceeding for any of the foregoing reasons.
4. I/We further undertake that I/We have not been debarred under the provisions of Section 46 of RTPP ACT, and Rules as mentioned hereunder by any procurement entity/ Govt. agency:-
 - a) We are not convicted of an offence under the prevention of corruption Act, 1988 (Central Act No, 49 of 1988); or
 - b) We are not convicted of an offence under the Indian Penal Code, 1860 (Central Act No,45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract; or
 - c) We have not breached the code of integrity prescribed in terms of Code of integrity.
5. 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.
6. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, 2012, Rajasthan Transparency in Public Procurement Rules, 2013 and the bidding document, which materially affects fair competition.
7. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act 2012, Rajasthan Transparency in Public Procurement Rules, 2013, and this Bidding Document, till completion of all obligations under the Contract.

Date :
Place :

Signature of bidder
Name :
Designation :
Address :

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:**
9. **GST IN:**
10. **For releasing Payment through NEFT/RTGS provide following details :-**
 - (i) **Name of Account Holder:**
 - (ii) **Name of Bank & Branch Address:**
 - iii) **Account No. :**
 - iv) **IFSC Code:**
11. **Whether the firm has been black listed or business relation with the firm has been severed with AVVNL/ JdVVNL/ JVVNL under any Tender. If yes, provide the details.**

ANNEXURE-III

**COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST
(Must be signed by the bidder and attached with Techno-commercial bid)**

1. COMPLIANCE WITH THE CODE OF INTEGRITY

Any person participating in a procurement process shall:

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any;
- h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procurement entity.

2. Conflict of Interest

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

**(Bidder's Signature)
Name & Designation with seal of the bidder**