

Part : III Section-I INSTRUCTION TO BIDDERS (INB)

1 GENERAL INSTRUCTIONS

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

2 INTRODUCTION OF WORK:

JODHPUR Vidyut Vitran Nigam Limited intends for Route Survey, Design, Supply of Material, Erection, Testing and Commissioning, of proposed work on Turnkey basis against TN-02

- 2.1 The job involves as detailed in Part-II **“Scope of Work”**, however any work if specifically not mentioned but reasonably implied for the successful implementation and good performance of the proposed work are deemed to be included and are to be executed.
- 2.2 The Agency is advised in its own interest to examine the bid documents, instructions, forms, terms and general information. Failure to provide information, which is essential to evaluate the bid or to provide timely clarification or substantiation of the information supplied or submission of bid not substantially responsive to the bid document may result in disqualification.
- 2.3 FIELD CONDITIONS: The bidder may in its own interest, before submitting the bid, inspect and examine the area involved and satisfy him regarding the field conditions and present supply system of "Area covered in scope of work". For ascertaining the field condition the Agency may contact the concerned XEN (O&M) / Concerned Assistant Engineer. No claim for change in the bid or terms & conditions of the

contract shall be entertained on the ground that the conditions are different than what were contemplated.

2.4 The scope of the proposal shall be on the basis of a single bidder's responsibility, completely covering all the material supply and erection activities specified under the accompanying technical specification. It will include the following:

- 2.5 Detailed of the equipment
- 2.5.1 (b) Complete manufacture including shop testing prior to dispatch at manufacturer's premises as per contract specifications by the representative of owner.
- 2.6 Providing Engineering drawings, data, operation manual, etc. for the owner's approval.
- 2.7 Packing and transportation from the manufacturer's works to the site, receipt, storage, preservation and conservation of equipment at the site, pre-assembly, if any, erection, testing and commissioning of all the equipments, Reliability tests and performance and guarantee tests on completion of Commissioning.
- 2.8 Bids not covering the above entire scope of works shall be treated as incomplete and shall be rejected.

3 QUALIFICATION REQUIREMENTS

The qualification requirements of the bidders are mentioned in Section-III Part-II of the bidding documents. The bids of bidders fulfilling these requirements only would be considered for evaluation & award of contract.

4.0 SUBMISSION OF BIDS:

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

- Tenders shall be submitted online in the electronic format attached here to and all blanks in the tender and the schedule to the specification shall be duly filled in. The completed forms, schedule(s) shall be considered as part of the contract documents in the case of successful bidder (s).

- No alteration should be made to the format of the tender specification and schedules. The bidder must comply entirely with specification.
- The tender and all accompanying documents shall be in Hindi/English Language and shall be signed digitally by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the tender.
- Tender should be filled in only with ink or typed and must be submitted online after signing digitally.
- All additions, alterations and over-writing in the bid must be clearly signed by the signatory of the bidder otherwise bid will be summarily rejected.
- The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any room for doubt.
- The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- Any printed conditions of sale on the bid shall not be accepted by the purchase Authority.
- The tender offer shall be submitted in time specified on <http://eproc.rajasthan.gov.in> in electronic format in the following manner:
- COVER – I for details of EMD / Valid exemption certificate/ Registration certificate with copy of letter indicating validity of B.G. / Tender processing fee and Cost of Tender document (to be filed in pdf format).
 - COVER – II for Techno- Commercial Bid (to be filed in pdf format):

In this part of bid, bidder will have to furnish Guaranteed Technical Particulars in regard to all requirement details of Technical Specification (Section-III part-III) and confirmation of commercial terms and conditions of GCC (General Conditions of Contract) and its addendum/corrigendum, if any, along with details required in various/schedules “EXCEPT THE PRICE SCHEDULE” so that the purchaser may be able to examine whether the offer submitted is technically acceptable and also confirm to our commercial terms and conditions or not.
 - COVER – III for Financial/Price Bid/BOQ (to be filed in pdf and xls format).

This price bid shall include submission of details of prices as per Schedule of the specification. The price bid will be opened only after being satisfied with Technical and Commercial Bid as per qualifying requirement stipulated in the Specification and bid of such qualified bidders will only be opened. The date of opening of such price Bids will be intimated in due course of time.

- Bidders shall indicate in their bid the name and complete address of Excise authorities under whose jurisdiction is their works / offices falls.
- All bids and accompanying documents shall be addressed to the S.E. (O&M) JODHPUR Vidyut Vitran Nigam Limited, Sirohi.
- The bidder should sign the tender documents digitally and stamped on each page.
- The tenders given in the form other than prescribed form will not be considered.
- Only one representative, on submission of valid authorization of the signatory of the bid, will be allowed to be present during the opening of the bid.
- The conditional bids shall not be accepted.
- The bidder must clearly fill up each and every particular of Guaranteed Technical Particulars annexed with Technical specification otherwise he will be responsible for Technical non-responsiveness.

1. DOCUMENTS TO BE UPLOADED WITH THE TENDER:

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

- **Cover I** for details of EMD / Tender processing fee and Cost of Tender document as detailed below:
 - Proof of depositing EMD (DD/Banker's Cheque) /vendor Registration certificate with copy of letter indicating validity of B.G / central or state Govt. undertaking certificate for exemption.
 - Proof of depositing DD/Banker's Cheque towards e- tender processing fee.
 - Proof of depositing cost of tender documents (DD/Banker's Cheque).
- **Cover II** for Techno- Commercial Bid as detailed below duly signed and stamped:
 - Bid Proposal Form.
 - Schedule-1 for confirmation with regard to "NIL DEVIATION" in respect of commercial terms & conditions of the specifications.
 - Schedule-2 for confirmation with regard to "NIL DEVIATION" in respect of Technical terms & conditions of the specifications. Confirmation of required guarantee technical particulars of material to be supplied / used and purchase of same from Approved vendors of respective Nigam.
 - Schedule 3 A & 3 B "Qualification Requirement". Details indicating execution of works during last three financial years along with supporting documents like copy of W.O., G-Schedule, final bill, duly notarized completion certificate etc. specified in "Qualification requirements".
 - Schedule-4 Work Completion.
 - Schedule-5 List of Equipments & Technical Hands.
 - Schedule-6 Check List for Bid Qualification
 - Schedule-6(A) regarding qualification requirements for annual turn-over/ Profit and Loss account/balance sheet/ Income Tax Returns along with necessary supporting documents and certificate of a registered chartered Accountant for eligibility.

- Schedule-7 Check List for Commercial Terms.
 - Schedule-8 Check List for Technical Terms.
 - Schedule-9 Tax Structure.
 - Copy of class “A/B” Electrical contractor license.
 - Copy of registration with labour department, insurance certificate, undertaking in respect of registration of building and construction, Act-1996 and other supporting documents required as per specifications.
 - Other details/information in the schedule(s) or Annexure(s), wherever specified in Section I & II.
 - Power of Attorney for authorized signatory to sign the tender document digitally.
 - Name & Complete address of excise authority under whose jurisdiction their works/office falls.
 - Copy of latest Balance-Sheet for last 5 years.
 - Name & correspondence address of the bidder along with phone /Fax No. & email address.
- **Cover-III For financial / price bid / BOQ (to be filled in Excel format) in prescribed schedule.**

2. INFORMATION REQUIRED WITH THE PROPOSAL

- The bids must clearly indicate the name of the manufacturer, the type of model of each principal item of equipment proposed to be furnished and erected. The bid should also contain drawings and descriptive materials indicating general dimensions, material from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and the proposed erection Organizational structure.
- The Bidder in the form of separate sheets, drawings, catalogues, etc. in two copies shall provide the above information.
- Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and shall be rejected. The Owner will retain such descriptive materials and drawings submitted by the Bidder. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission/ approval of the owner.
- Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- The bidder may use in the bid Standard catalogue pages and other documents to provide additional information and data as deemed necessary.
- The Bidder, along with its proposal, shall submit a list of recommended erection equipments and materials, which may be required for the purpose of erection of equipment and materials supplied under the contract.
- In case the 'Proposal' information contradicts the specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical/ commercial deviation schedule.
- The bidder shall furnish the guaranteed technical particulars in the schedule(s) provided in this document for various materials.

7.0 **RECEIPT AND OPENING OF BIDS.**

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

8. **FORMAT AND SIGNING OF BID:**

- The tender must contain the name, designation and place of business of the person or persons making the tender and must **submit online & signing digitally with his DSC (Digital Signature)**. Tender by a partnership firm must be furnished with full names of all the partners and should be signed **digitally** by one of the member of partnership firm or by a authorized representative indicating the designation of the person or persons, with authority letter signed by the Chairman/ Secretary other person authorized to bind the Corporation / Company in the matter.
- Bid by a partnership must be furnished with full names of all partners and be signed with the partnership firm name, followed by the signature (s) and designation (s) of the authorized partner (s) or other authorized representative (s).
- Bids by corporation/ company must be signed with the legal name of the corporation/ company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such corporation/ company in the matter.
- A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'Agent' or other designation without disclosing his principal will be liable to be summarily rejected.
- Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- The Bidder's name stated on the proposal shall be exact legal name of the firm.
- Erasures or other changes in the bid documents shall bear the initials of the person signing the bid.
- Bids not conforming to the above requirements of signing shall be disqualified.

9. **EFFECT AND VALIDITY OF BID :**

- The submission of any bid connected with these documents and specification shall constitute an agreement that the bidder shall have no cause of action or claim, against the owner for rejection of his bid. The owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the owner.
- The bids shall be valid for a minimum period of 180 days (One hundred eighty) days from the date of opening of bids or 90 [ninety] days from the date of opening of financial bid whichever is later. Bids mentioning a shorter validity period than specified are likely to be summarily rejected /ignored.
- Owner may ask for extension in validity period. The bidder will be at liberty to accept it or not. In case bidder agrees to extend the validity period without changing his original offer, he will be required to extend validity period of the Bank Guarantee (Submitted against the EMD) suitably.

10.0 **EARNEST MONEY:**

- The bidder shall furnish bid guarantee (Earnest Money Deposit) as mentioned in “Invitation for bids”/Tender Notice by crossed bank draft payable in the name of **Accounts Officer (O&M), Jd.VVNL, Sirohi**. **The Demand draft shall be accompanied with the bid** in an envelope as per instructions given in these bidding documents. No other mode of deposit shall be accepted.

Or

The bidder shall furnish 20% amount of earnest money deposit by crossed bank draft payable in the name of **Accounts Officer (O&M), Jd.VVNL, Sirohi** along with irrevocable bid bank guarantee of balance 80% amount on the Rajasthan State Non Judicial Stamp Paper of Rs. 100/- duly authenticated either by a first class Magistrate or Notary Public or directly confirmed by the issuing Bankers furnished valid for a period of 180 days excluding the grace period of 60 days.(Bid bank guarantee format is enclosed at Annexure-A). The **demand draft** of 20% amount of EMD and bank guarantee for balance 80 % amount shall accompany with the bid in an envelope as per instructions given in these bidding documents. “In case of invocation of Bank guarantee issuing Bank must authorize for entertaining the case at the sister branch located in Rajasthan”. The Bank guarantee must be from any Nationalized / Scheduled Bank. (Bid-bank guarantee form for EMD is enclosed with this doc.)

- Any other mode except as specified under clause (i) above such as Postal orders/ cheques/ other forms of instruments are not acceptable. Any tender not accompanied with Crossed Bank Demand Draft **against 20% amount of EMD along with proper BG against balance 80% amount of EMD or crossed Bank Draft against full amount** of Earnest Money shall be rejected and the tender will not be accepted.
- In case of unsuccessful bidder, the Earnest money will be refundable on production of the original receipt within a fortnight after finalization of the tender. In

case of successful bidder(s) the Earnest Money will be taken into account in arriving at the amount of the security cum performance guarantee if vendor(s) desires to furnish cash security deposit. However if the security cum performance guarantee is furnished through bank guarantee (BG) the EMD will be released consequent to acceptance of such BG.

- Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the Discom's in connection with some other tenders/orders shall not be entertained.
- No interest shall be payable on such Deposits.
- The Nigam reserves the right to forfeit Earnest Money Deposit or a part thereof in circumstances, which according to it indicate that the bidder is not earnest in accepting/executing order placed under the specification.
- **The firms/contractors registered under only class E-1/E-2 with Jd.VVNL for Central Labour Rate Contract / Turn-key package under Contractor Registration scheme shall furnish earnest money @½% as against normal @2% of the estimated cost put to the tender along with attested copy of the valid vendor Registration certificate for the same shall however have to be accompanied in the bid. The bidders not registered under the 'Class E-1/E-2' would not be entitled for relaxation in EMD.**

11.0 **COST OF SPECIFICATION:**

The cost of Bid document as published in NIT shall be furnished along with EMD prior to opening of bid and scan copy be upload on website of RISL. The document shall be downloaded / uploaded in the manner prescribed in bid document. The cost of bid and EMD shall be furnished through Bank Draft payable to Accounts Officer (O&M), Jd.VVNL, Sirohi.

12.0 **LATE BIDS:**

The system does not permit electronic submission of late tenders after the due date & time.

13 **CLARIFICATION OR MODIFICATION OF BIDS:**

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

14 REJECTION OF BIDS

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

15.0 OPENING OF FINANCIAL BID:

The date and time for opening “Financial bid” will be intimated to the short-listed Bidders by Nigam in due course through ‘e’-procurement web portal. ‘Financial Bid’ of the Bidders, not short-listed shall not be opened.

16. SIGNING OF AGREEMENT:

The successful bidder shall, on receipt of Letter of Award from Nigam enter into a contract with Nigam by jointly signing an agreement. The draft of the agreement based on the terms sheet, detailed in Section-II shall be forwarded to the successful bidder for execution. The agreement shall be executed within fifteen days thereafter. The person to sign the agreement shall be duly authorized by the Bidder.

17.0 UNDERSTANDING & CLARIFICATIONS ON DOCUMENTS & SPECIFICATIONS.

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

18.0 DUTIES AND TAXES

- 18.1 The work contract tax, Service Tax, VAT / concessional rate of Central Sales tax, excise duty, local taxes, entry tax as applicable / livable on the goods procured from outside Rajasthan, levies, and other liabilities of Govt., if livable in respect of the transaction between the owner and the contractor under the contract on the date of

- opening of bids (techno-commercial) shall be treated as included in the bid price and no additional payment on this account shall be paid by the Nigam.
- 18.2 Any income tax, surcharge on income tax and other corporate taxes including work contract tax, service tax and entry tax as applicable / livable on the goods procured from outside Rajasthan as attracted under the law, shall be deducted at source, as per the prevailing Govt. rules by payment making authority from each bill. Necessary TDS certificate shall be issued by payment making authority.
- 18.3 Nigam is registered dealer under GST as per rules in force. In accordance to above, the present applicable rate of GST to Nigam, and therefore for supply of material, the GST shall be payable at actual subject to . Necessary declaration Form 'C' or prescribed certificate for availing supply of material on concessional sales tax shall be issued by the Nigam on completion of ordered work.
- 18.4 Deduction of cess at source @ 1% from the each running bills of all running projects of the suppliers/contractors on account of the building and other construction workers (regulation of employment and conditions of service) act, 1996 & the building and other construction workers welfare cess act 1996 and deposit the same under the following budget head through challan under intimation to the cess collector and assessing officer of the respective jurisdiction within 30 days from the deduction of cess:-
The Cess will be deducted on whole value of contract (material & labour) irrespective of the fact that two separate orders for supply & erection are placed upon contractor.
- 18.5 Any statutory variation in existing rates of taxes / duties / levies / charges during contracted completion period shall be to Nigam's account. However, for claiming any such statutory variation, the contractor is required to furnish the documentary evidence / proof in support of the same for scrutiny and approval. Any downward variation in above rates of taxes / duties / levies shall have to be passed on to the Nigam.

19 POLICY FOR BIDS UNDER CONSIDERATION

- 19.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the owner to the bidders. While the bids are under consideration, bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, the owner and / or his employees / representatives on matters related to the bids under consideration. The owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the bidders, either in writing or through personal contact, as may be necessary. Bidder will not be permitted to change the substance of the bid after the bid has been opened.

20.0 SCOPE OF WORK / QUANTITIES

- 20.1 The scope of work and quantities indicated for each item in the G-Schedule are tentative, Nigam reserves right to delete or add any scope of work.
- (a) The quantities indicated in the accompanied schedule are only provisional and owner reserves the right of revising the same at the time of placing the order.
 - (b) However the actual quantity of material and quantum of work involved shall be based on the final survey report duly authenticated by the concerned Superintending Engineer (O&M). **The revised survey report along with BOQ shall be approved as per Clause No. 6.0 of Section-II (GCC).**
 - (c) The owner reserves the right to split the quantities and to entrust the order for the line to one or more bidders. The bidder shall agree to execute part quantities order on him at the rates/ prices mentioned in his bid and/or accepted by the owner.
 - (d) The owner may provide part or full quantity of some items to the contractor as per his discretion depending upon the prevailing circumstances ,required in erection/execution of related work activity. No payment towards the cost of such material as indicated in 'G' Schedule of prices shall be payable to the contractor.

21.0 LOCAL CONDITIONS

- 21.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. The owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.
- 21.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the owner. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the owner, which are based on the lack of such clear information or its effect on the cost of the works to the bidder.

22.0 BRAND NAMES:

The specific reference in this specification and documents to any material by trade name, make or catalogue number shall be construed as establishing standard of quality and performance and not as limiting competition. However bidders may offer other similar equipment provided it meets the specified standard, and performance requirements. The bidder shall furnish technical information about the alternative equipment to enable the owner to determine the acceptability of equipment. The owner shall be the sole judge of the acceptability of the alternative equipment.

23.0 PRELIMINARY EXAMINATION AND EVALUATION:

- 23.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 23.2 Prior to the detailed evaluation, the owner will determine the substantial responsiveness of each bid to the bidding document. For purpose of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way to the responsibilities or liabilities of the bidder of any right of the owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 23.3 A bid determined as not substantially responsive will be rejected by the owner and shall not subsequently be treated responsive by the bidder by correction of the non conformity by the bidder.
- 23.4 The **“Price bids”** of the bidders whose **“Techno- commercial bid”** found in order & responsive and meets, the qualification requirements as specified in the bidding documents, only shall be opened.
- 23.5 Bid price shall mean the price evaluated on the basis of premium quoted on basic price by each bidder in his proposal for the complete scope of works.
- 23.6 The owner may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 23.7 The owner will evaluate and compare the bids previously determined to be substantially responsive, pursuant to manner specified above, for each package separately. No bid will be considered if the complete requirements covered in the package is not included in the bid.

24.0 AWARD OF CONTRACT

- 24.1 Notification of award of contract will be made in writing to the successful bidder(s) by the owner.
- 24.2 The contract will be awarded to the best qualified and the substantially responsive bidder offering the lowest evaluated bid in conformity with requirements of these specifications and documents and the owner shall be the sole judge in this regard and subject to the provisions of these instructions to bidders and other terms and conditions detailed out in these documents and specifications. A responsive bid is one which accepts all terms and conditions of these specifications and documents without any major modifications. A major modification is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way the responsibilities or liabilities of the bidder or any rights of the owner as required in these specifications and documents. However, the owner may waive any minor formalities or irregularities in the bid.
- 24.3 The contract will be awarded to first lowest responsive bidder after having discussions & negotiations with him, for ascertaining the reasonable price for tendered work. However where the prices quoted / agreed by such first lowest bidder, even after negotiation is considered higher, the competent purchase committee /

authority may offer a still lower price, considered reasonable to all qualified participating bidders including first lowest one. On acceptance of such price by one or more bidders, the contract would be awarded to bidder standing lowest among those counter offer prices) as per original comparative statement.

- 24.4 Orders for supply of material and erection work contracts shall be placed separately on the successful bidders. The contractor shall be fully responsible for the works to be executed under both the contracts and it should be expressly understood by him that any breach under any one of contract shall automatically be deemed as a breach of another contract and any such breach or occurrence giving the owner a right to terminate a contract and or recover the damages under that contract shall give owner a right to terminate the another contract and or recover the damages under such contract as well. However such breach or occurrence in any contract shall not automatically relieve the contractor of any of his obligations under another contract.

25.0 CONTRACT QUALITY ASSURANCE

- 25.1. The bidder shall include in his proposal the quality assurance program containing the Overall quality management and procedure which he proposes to follow in the performance of the works during various phases as detailed in relevant clause of the General Technical Conditions and Specification.
- 25.2. At the time of award of contract, the detailed quality assurance program to be followed for the execution of the contract will be mutually discussed and agreed to and such agreed program shall form a part of the contract.

26.0 INSURANCE

The bidder's insurance liabilities pertaining to the scope of works are detailed out in clause titled "Insurance" in clause No. 13.0 of "General Conditions of Contract and clause No. 25.0 of Erection Conditions of contract. Bidder's attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the contract.

27.0 MAINTENANCE TOOLS AND TACKLES

The proposal shall include all special tools and tackles required for the operation and maintenance of the equipment in each equipment package. The bidder shall indicate all the above items in the proposal sheets in the form of a schedule giving therein the description and the quantity of each item. The price to be quoted in "G" schedule by the bidder shall include prices of these tools and tackles. These tools and tackles shall be delivered at site along with the last consignment of equipment and in no case earlier than this unless otherwise specified in the Technical Specification.

28.0 DRAWINGS, TEST CERTIFICATES & GUARANTEED TECHNICAL PARTICULARS (TO BE FURNISHED BY SUCCESSFUL BIDDER IN CASE OF WORK ORDER)

- 28.1 Dimensional drawings indicating the general and/or detailed constructional features/cross sectional views/ assembling, Schematic arrangement and lay out for

the material/ equipment and its erection and commissioning and use wherever specially required under Section –III Part -I of this specification.

- 28.2 Notwithstanding anything contained in sub para (26.1) above, the Bidder may also furnish such drawings which according to him are desirable for the material / equipment offered.
- 28.3 The purchaser may require the drawings as furnished by the Bidder to be modified to suit the requirements of the specification. The approval of final drawings shall be necessary and binding and the supplies shall conform to the same.
- 28.4 In case of any specific alternative requirement of type tests the same shall be furnished as per Volume-I of this specification.
- 28.5 The Bidder/supplier shall be required to furnish the routine/manufacturer(s) factory test certificate(s) for the tests carried out during manufacture in accordance with the latest standard specifications.

29.0 GENERAL

- Specification/ Tender document may be downloaded by any of the interested bidder from <http://eproc.rajasthan.gov.in> for the consideration of his tender up to stipulated date & time. However, online tenders will only be considered if the bidder have deposited requisite fee.
- The supplier shall treat the details of the specification and other bid documents as private and confidential and they shall not be reproduced without the written authorization of the purchaser.
- The purchaser does not bind him to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.
- The fact of submission of bid to the purchaser shall be deemed to constitute a contract between the bidder and purchaser whereby such bid shall remain open for acceptance by the purchaser within the validity period and bidder shall not have any option to withdraw their offer or impair/ derogate the same. Where the bidder is notified about acceptance of their bid by the purchaser during the validity period, they shall be bound by the terms and conditions of various contract documents as per specifications of the bid documents in question until formal contract in this regard, has been executed between them and the purchaser.
- The Successful bidder shall have to execute contract documents for the proper fulfillment of the same.
- Any action on the part of the bidder to revise the rates/prices on their own after the opening of the bid may result in rejection of the bid and also debar them from submission of bids to the Nigam at least for one year or next bid whichever is later.

30.0 SPECIAL CONDITIONS OF CONTRACT

Following points are to be given personal attention by the bidder as these play vital role in the contract: -

- The contractor shall quote only percentage above or below of prices given in ‘G’ schedules for material and erection component separately. The quantities indicated

in 'G' schedule are only provisional. The actual quantity of material and quantum of work involved shall be based on detailed survey to be conducted by the contractor with Nigam's authorized representative before commencement of the ordered work.

- "Time is the essence of agreement". To honour this no time extension will be given in normal condition as the work is to be finished within scheduled time. However extension in work completion time will be considered /granted under force majeure conditions and on account of unforeseen or unavoidable circumstances beyond the control of owner/contractor as specified in this specification. Progress of the work will be examined on pro-rata basis. Priority/ Procedure of the work will be decided by Engineer in-charge.
- It is assumed that item and work of minor nature are included in the price quoted. However major item and work if not included in the bid, and if is the demand of work, then contractor will have to provide it. The payment for supply erection of such items/works shall be made in accordance with the prevailing market rates/ Standard issue rate list of the Nigam.
- Since this is a work on "Turnkey basis", so price should include supply, installation, testing, commissioning and proper maintenance and replacement of item till Performance guarantee period is over. No matter if all above is not narrated with the item, it is presumed that price given by bidder includes all of above work.
- Guaranteed technical particulars of each item have been indicated in the technical specification which are to accepted /confirmed and are to be submitted along with the bid by the bidder. No deviation will be accepted in this respect. The GTP(s) will form a document of agreement while awarding contract. Any other document, which may deem fit will also be included in the document of agreement even if it is not included in the bidding document.

31.0 NOTE:

- 31.1 The bidders are requested to submit their bids prior to last date of submission to avoid Non- submission of their bids up to prescribed date & time due to non-availability / hanging of website at last moments or any reason whatsoever. The last date of submission of bids will not be extended on such accounts.
- 31.2. Furnishing of Earnest Money/Exemption certificate & proof for deposit of Earnest Money, e-tender processing fees & cost of tender documents before techno-commercial bid opening is essential otherwise the techno-commercial bid in electronic form (cover II and III) will not be opened.
- 31.3 (i) The bidder will have to deposit prescribed cost of tender specification by DD/Banker's Cheque payable in favour of Accounts Officer (O&M), **Jd.VVNL**, **Sirohi** up to stipulated date & time in the office of the SE (O&M), Jd.VVNL, Sirohi.
- (ii) The bidder will have to deposit prescribed EMD by DD/Banker's Cheque payable in favour of Accounts Officer (O&M), **Jd.VVNL**, **Sirohi** up to stipulated date & time in the office of the SE (O&M), Jd.VVNL, Sirohi. The firms registered with Discom under "Vendor's Registration Scheme" under 'E-1' class may furnish earnest money ½% against normal 2% of the estimated cost. However, they have to upload copy of such valid registration along

with copy of letter indicating validity of B.G., with their bid. **The bidder shall ensure that as per the uploaded letter, the B.G. submitted against Vendor Registration is valid on the date of tender opening.**

- The bidder will have to deposit prescribed Processing Fee by DD/Banker's Cheque in favour of **Managing Director, RISL, payable at Jaipur** with the **SE (O&M), JdVVNL, Sirohi** up to stipulated date & time in in the office of the **SE(O&M), JdVVNL, Sirohi.**
 - The bidder will furnish bank guarantee, if required as per qualifying requirement in the office of the **SE (O&M), JdVVNL, Sirohi.**
- 31.4. Deviations, from technical and commercial terms & conditions, if any, shall invariably be stated in schedule 1 & 2. Mentioning of such deviations elsewhere will not be considered. The standard printed conditions of sales and other if any attached with the tender will not be considered.
- 31.5. Discom's reserve the right to accept minor deviation(s) in qualifying requirement and techno - commercial conditions on its merits.
- 31.6. The purchaser will respond in writing to any request for clarification on tender documents which it receives not later than 15 days prior to deadline for submission of tender, after which no correspondence shall be entertained.
- 31.7. The bidders should provide complete information at the time of submission of bid. However, if the bidders are asked to furnish some clarification/confirmation/documents, the bidders are required to furnish the same within specified time failing which; the case shall be finalized /decided on the basis of available information. The responsibility of their bid being ignored on account of delay in furnishing of desired information/documents shall be of the bidder.
- 31.8 All tender documents shall essentially be signed digitally and submitted on <http://eproc.rajasthan.gov.in> in time **as per checklist** provided with the tender document. The checklist along with relevant page nos. shall also be submitted with the tender.
- 31.9 The tender documents can be downloaded from web site <http://eproc.rajasthan.gov.in>. Details of this tender notification can also be seen in NIT exhibited on web site , www.jodhpurdiscom.in, **and** are to be submitted online in electronic format **only** on website <http://eproc.rajasthan.gov.in>.
- 31.10 The bidders who are interested in bidding can download tender documents from <http://eproc.rajasthan.gov.in> up to the stipulated date & time.
- 31.11 Bidders who wish to participate in this tender enquiry will have to register on <http://eproc.rajasthan.gov.in> (bidders registered on eproc.rajasthan.gov.in before 30.09.2011 needs to be registered again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate (Type – II or Type – III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying

agency or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate. Contact No. 0141 – 4022688 (Help desk 10.00 AM to 6.00 PM on all working days) E-mail eproce@rajasthan.gov.in Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

- 31.12 Bidder shall submit their offer online in electronic formats both for technical and financial proposals. However, cost of specification and EMD in favour of Accounts Officer (O&M), **Jd.VVNL, Sirohi** up to stipulated date & time in the office of the **SE (O&M), JdVVNL, Sirohi** and processing fees in the office of **SE (O&M), JdVVNL, Sirohi**, up to stipulated date & time. The bidder shall upload scanned copies of DDs / acknowledgement of above fee documents along with their online bid.
- 31.13 Bidders are also advised to refer “Bidders Manual” available under “Downloads” section for further details about the e-tendering process.
- 31.14 All the required information shall be furnished strictly in prescribed Schedules/Formats only. Any information indicated other than the prescribed schedules/formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Schedules/Formats.

32.0 GENERAL:

- 32.1 Purchase of a copy of this specification by the bidder is essential for the consideration of his Bid. Only one Bid will be accepted against each copy of the specification purchased. This specification is not transferable. The cost of specification will not be refunded under any circumstances.
- 32.2 The bidder shall treat the details of the specification and other Bid documents as private and confidential and shall not reproduce without the written authorization of the NIGAM.
- 32.3 The NIGAM does not bind itself to accept the lowest or any Bid or any part of the Bid and shall not assign any reason(s) for the rejection of any Bid or a part thereof.
- 32.4 The fact of submission of Bid to the NIGAM shall be deemed to constitute an agreement between the Bidder and NIGAM whereby such Bid shall remain open for acceptance by the NIGAM and Bidder shall not have option to withdraw his offer, impair or derogate the same. If the Bidder is notified during the period of validity of Bid that his Bid is accepted by the NIGAM, he shall be bound by the terms of agreement constituted by his Bid and such acceptance thereof by the NIGAM, until formal contract of the same Bid has been executed betweenhim and the NIGAM in replacement of such agreement.
- 32.5 The successful Bidder shall have to execute the contract agreement for the proper fulfilment of the contract. In case of ambiguous or contradictory terms and conditions

mentioned in the bid, interpretations as may be advantageous to NIGAM may be taken, if satisfactory clarification is not furnished within the prescribed period. NIGAM will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids. Telex, Telegraphic, or mailed, Fax, bids shall not be acceptable.

33.0 Nigam reserves the right to:

- **Amend the scope of the proposed contract.**
- **Reject or accept any bid.**
- **Cancel the bid process and reject all applications.**
- **Vary the area.**
- **Nigam shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.**