



JAIPUR VIDYUT VITRAN NIGAM LIMITED

No. JPD/CAO (ATR) /AO (Rules)/F.5/D. 267

Jaipur, dated: 10/2/10

ORDER

Subject : Amendments in Purchase Manual and in Pre-qualification requirements (PQR)

The Co-ordination committee in its meeting held on 24.12.09 considered and approved amendments in the Purchase Manual as per Annexure-I attached, so as to make procurement action more clear and transparent.

These amendments, except award criteria shall be appropriately inserted in bidding documents i.e. Instructions to the Bidders, General Conditions of Contract and Pre-qualification Requirements (PQR). However Pre-qualification Requirements (PQR) duly modified for the purpose is also enclosed.

They will become applicable in tenders to be floated on the basis of specifications incorporating these changes.

These are subject to ratification by the Board.

By order,

Encl : As above


(K.L. Gupta)

Chief Accounts Officer (ATR)

Copy to the following for information and necessary action :

1. The Chief Engineer (), JPD _____.
2. The Dy. Chief Engineer (), JPD _____.
3. The Chief Personnel Officer, JPD, Jaipur.
4. The Addl. Superintendent of police (Vig.), JPD, Jaipur.
5. The Chief Accounts Officer (FM-W&M / IA), JPD, Jaipur.
- ✓ 6. The Superintending Engineer (ST), JPD Jaipur.
7. The Secretary (Admn.) / Company Secretary, JPD, Jaipur.
8. The Sr. Accounts Officer (), JPD _____.
9. The Sr. Personnel Officer / Personnel Officer (), JPD, Jaipur.
10. The Executive Engineer (), JPD _____.
11. The Dy. Secretary (GAD), JPD, Jaipur.
12. The Public Relation Officer, JPD, Jaipur.
13. The Accounts Officer / Asstt. Accounts Officer (), JPD _____.
14. The Asstt. Secretary / Estt. Officer (), JPD, Jaipur.
15. P.A. to C.M.D., JPD, Jaipur.
16. P.A. to Managing Director, AVVNL / JdVVNL, Ajmer / Jodhpur.
17. P.A. to the Director (Finance / Technical), JVVNL / AVVNL / JdVVNL, Jaipur / Ajmer / Jodhpur.

Superintending Engineer (IT & CRP.)

No. 3980 17-2-10
A/PA


Accounts Officer (Rules)

Amendments in the Purchase Manual-1999 and also in Pre-qualification Requirements.

Item	Existing Provisions	Amended Provisions.
<p>(a) Old and new suppliers (under Para 22.17 of Purchase Manual)</p> <p>(b) Trial Order (under Para No. 22.17)</p>	<p>Trial Order:</p> <p>(i) Where the price offered by any qualified firm/bidder, who is new to Discom is L-1 or lower than the price quoted by qualified regular suppliers, such new bidder will be considered only for placement of trial order.</p> <p>However, in case of purchase of any special/uncommon item where there are not many qualified regular suppliers, this restriction may be relaxed by competent purchase authority.</p> <p>(ii) The trial order for a particular item shall not exceed 10% of the total quantity considered for placement of order. This ceiling may, however, be relaxed by the corporate level committee. As far as possible, the material received under trial order will be put to use promptly with a view to watch its suitability/performance. The firms executing trial order will be considered for placement of the next order in case the performance of the material/equipment supplied by the firm is found satisfactory for at least 12 months period.</p>	<p>(a) Old Supplier:</p> <p>Any bidder located within or outside the state of Rajasthan has participated for the first time in a particular Discom & meeting minimum qualification requirement (whether Raj. or outside Rajasthan) and has supplied the tendered material / higher rating in other utility shall be treated as an old supplier. Rajasthan firms not meeting minimum quantity supplied criterion but having 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.</p> <p>(b) <u>TRIAL ORDER QUANTITY</u></p> <p>(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%, where situation of differential price offering is arising. As far as possible, the material received under trial order will be put to use promptly with a view to watch its suitability/performance.</p> <p>(ii) The capacity & capability assessment of a bidder located outside state of Rajasthan who otherwise qualifies but is participating for the first time in a particular Discom shall not be carried out. Similarly, for the tendered item where the valid BIS license is an essential qualification requirement and the bidder possesses the valid BIS but new to the Discom, the capacity/capability assessment of such a bidder shall also not be carried out.</p>



S.N	Item	Existing Provisions	Amended Provisions.					
			(iii) The new firms who have been considered for a trial order in the previous tender and have completed the supply up to date of opening of technical bid but their performance period of one year from the date of last supply is not over and while deciding the quantity for next order, there is no complaint otherwise may be considered for such quantity which shall be higher quantity than purely new firms .The quantity allocation between these categories shall be is 2:1.					
2	Manufacturer/sole selling agents (under para 10.3(i))	Open tenders from manufacturers, sole distributors, sole selling agents and authorized dealers (by advertisement in papers) in the cases where the estimated value of the tenders to be received is more than Rs. 1.00 lac. or any higher limit as may be fixed by the Managing Director in consultation with the Chief Accounts Officer.	Open tenders shall be sought only from manufacturers in the cases where the estimated value of the tenders to be received is more than Rs. 1.00 lac. or any higher limit as may be fixed by the Board of Directors. However, in case of items/spare parts of proprietary nature, authorized dealers, sole distributors/ sole selling agents with the authority of their principals may also be allowed to participate if the principal-manufacturer is not participating directly. In case both principal and its authorized dealer(s) participate in a tender enquiry then either of the two as beneficial and appropriate to the purchaser shall be considered.					
3	Delay in delivery (under para No. 1.24 of G.C.C.)	In case a supplier fails to deliver material/equipment or any part thereof even after three months of expiry of scheduled delivery period, the order will be cancelled with levy of maximum penalty as per contract and business relation severed for a period of two years by the competent authority.	<table border="1"> <thead> <tr> <th data-bbox="760 1099 1034 1147">Stage</th> <th data-bbox="1045 1099 1345 1147">Action to be taken</th> </tr> </thead> <tbody> <tr> <td data-bbox="760 1147 1034 1688">Delay in delivery and non supply of material and non fulfillment of contractual obligations at several stages which will henceforth be regulated/dealt as under:- (i)When vendor does not accept order awarded on its accepted prices and terms and conditions and does not comply with contractual formalities, on the date of opening of technical bid.</td> <td data-bbox="1045 1147 1345 1688">Immediate forfeiture of EMD , cancellation of vendor registration to recover amount of EMD alongwith severment of business relations for three years from the date of issue o order.</td> </tr> </tbody> </table>	Stage	Action to be taken	Delay in delivery and non supply of material and non fulfillment of contractual obligations at several stages which will henceforth be regulated/dealt as under:- (i)When vendor does not accept order awarded on its accepted prices and terms and conditions and does not comply with contractual formalities, on the date of opening of technical bid.	Immediate forfeiture of EMD , cancellation of vendor registration to recover amount of EMD alongwith severment of business relations for three years from the date of issue o order.	
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			<p>(ii) When vendor complies with contractual formalities but does not commence supplies on the date of opening of technical bid of the fresh tender.</p> <p>Immediate levy of maximum recovery on account of delay in delivery along with severment of business relation for a period of two years from the date of issue of order or in next two tenders whichever is later.</p>
			<p>(iii) When contract agreement executed and supplies commenced but could supply only upto 50% of ordered quantity on the date of opening of technical bid and scheduled delivery period expired.</p> <p>The bid of such bidder in next tender will not be opened in that Discom only for that particular item.</p>
			<p>(iv) When contract agreement executed, supplies commenced and could supply quantity more than 50% of ordered quantity on the date of opening of technical bid & scheduled delivery period expired.</p> <p>The bid of such bidder will be considered responsive in subsequent tender for same rating and will be processed further. If the bidder is becoming eligible for quantity allocation, then a quantity equal to the quantity pending in previous tender for that item as well as quantity of GP failed material not repaired shall be deducted in subsequent tender.</p>
	(b) Black listing/ severing of business relations (under clause No. 30)	<p>(i) There are sufficient and strong reasons to believe that the supplier or his employee has been guilty of malpractices such as bribery, corruption, fraud including substitution of or interpolation in tender etc.</p> <p>(ii) The supplier continuously does not pay dues without showing adequate reasons.</p> <p>(iii) Where supplier or his partner or his representative has been convicted by a court of law</p>	<p>Black listing/ severing of business relations</p> <p>After giving Show Cause Notice of 30 days, and considering their response, such supplier may be blacklisted with the approval of CLPC due to any of the following reasons:-</p> <p>(i) There are sufficient and strong reasons to believe that the supplier or his employee has been guilty of malpractices such as bribery, corruption, fraud, vitiating fair tender process including substitution of or interpolation in tenders, pilfering or unauthorized use or disposal of Nigam's materials issued for specific works etc.,</p> <p>(ii) The supplier continuously refuses to pay Nigam dues without</p>

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		<p>for offence involving moral turpitude in relation to the business dealing or where security consideration including suspected disloyalty to the State so warrant. The blacklisting orders will be issued by the registering authority. The reasons for blacklisting the supplier as also the name of all the partners of the supplier and the allied concerns coming within the effective influence of the black listed supplier will be mentioned.</p>	<p>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.</p> <p>(iii) 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 dealings or where security consideration including suspected disloyalty to the Nigam so warrant.</p> <p>Note:-1 If a supplier after having tendered for a supply or after negotiations gives applications voluntarily vitiating the fair tendering process, it shall also tantamount to malpractice.</p> <p>Note:-2. A register containing the reasons for blacklisting the supplier as also the names of all the partners of the supplier and the allied concerns coming within the effective influence of the blacklisted supplier will be maintained.</p> <p>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.</p> <p>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 shall stand forfeited.</p> <p>GENERAL CONDITIONS:-</p> <p>Severment once done will continue for the notified period of debarment even if the dues are deposited prior to the expiry of such severment period.</p> <p>However, the relations be deemed to have been restored after expiry of severment period mentioned in the order but the bid of such bidder will not be opened in that Discom where severment was done if the recoverable amount has not been deposited by the firm</p>

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Item	Existing Provisions	Amended Provisions.
		<p>i.e. severment done by one Discom for non supply and corresponding non-recovery will not be effective in other Discom after expiry of notified period but the bid of such bidder will not be opened in that particular Discom if the firm has not deposited amount recoverable but non recovery of penalty/delayed supply in that particular Discom will not debar opening of bid in other Discoms.</p> <p>APPEALS AND APPLICATIONS:-</p> <p>Appeal against the order of blacklisting, severment and debarment can be filed before BOD. The BOD may reduce or waive the penalty if sufficient reasons/supporting documents are furnished by the supplier.</p>
<p>Counter offer (under para10.2(iii))</p>	<p>Depending upon the quantum of purchase, counter offer may be given maximum (i) to 30 firms or the first 50% of responsive firms, whichever is more in case of distribution transformers of rating 40 KVA and below, LT Cables & Conductors (ii) to first 10 firms in case of other items except poles and (iii) to all firms in case of poles.</p> <p>In case of number of bidders for the purpose of counter offer exceeds the number as prescribed above due to more than one firm appearing at the terminal level, then firms for the purpose of counter offer may be selected by draw on random basis in the presence of bidders at that position (i.e. terminal level), as may be choose to be present.</p>	<p>Depending upon the quantum of purchase, counter offer may be given maximum to (I) first 30 firms or 50% of responsive firms, whichever is more in case of distribution transformers of rating 40 KVA and below, LT Cables, Conductors, poles (II) first 10 firms in case of other items except for items mentioned in item No. (I). In the event where number of old and established bidders accepting counter offered price is less than thirty three percent of the firms to whom counter offer has been given and Nigam is not able to book 70% of quantity to be purchased, then before giving next counter offer of higher price to eligible bidders, the initial counter offer shall be given to remaining bidders to explore possibility of accepting lower prices by bidder(s) who otherwise were not entitled for receiving counter offer. If no bidder accepts the offered lowest price even in the extended zone then for differential price, the original process be followed.</p>

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5	Award Criterion (under para 10.2(iii))	(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.	<p>In case of poles, order for 50% of the quantity of the poles proposed to be purchased, may be placed upon the first 20 old and established bidders only in original ascending order who have matched the counter offer price as per following quantity allocation criteria.</p> <table border="0"> <tr> <td>L1</td> <td>7%</td> </tr> <tr> <td>L2</td> <td>6%</td> </tr> <tr> <td>L3</td> <td>5%</td> </tr> <tr> <td>L4</td> <td>4%</td> </tr> <tr> <td>L5</td> <td>3%</td> </tr> <tr> <td>L6 to L10</td> <td>10% in all (i.e.2% each)</td> </tr> <tr> <td>L11 to L20</td> <td>15% in all (i.e.1.5% each)</td> </tr> </table> <p>The remaining quantity after appropriating the quantity earmarked for trial order, may be equally distributed among other firms, subject to the condition that not more than 1% of the quantity to be purchased will be allocated to any such firms. The balance, if any, will be distributed in the same proportion as indicated above among the first 10 firms.</p>	L1	7%	L2	6%	L3	5%	L4	4%	L5	3%	L6 to L10	10% in all (i.e.2% each)	L11 to L20	15% in all (i.e.1.5% each)
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6	Re-inspection Charges (Clause No. 1.27 4(A) of GCC)	The supplier shall intimate at least 15 days in advance through notice(s) about the readiness of material for dispatch commensurate with specific delivery schedule so as to enable the purchaser to depute his representative for inspection, testing and checking of the material /equipment. For this purpose, the date of receipt of the letter in the office of the purchasing authority shall be deemed as the date of call for inspection and not the date of mentioned in the letter and the date of dispatch. In case, material/ equipment is not found ready by the representative of the purchaser deputed for inspection to the extent of the quantity indicated in the inspection call with tolerance of (-) 10% or if the inspection is not got carried out by any reasons(s) on	The supplier shall intimate at least 15 days in advance through notice(s) about the readiness of material for dispatch commensurate with specific delivery schedule so as to enable the purchaser to depute his representative for inspection, testing and checking of the material/equipment. For this purpose, the date of receipt of the letter in the office of the purchasing authority shall be deemed as the date of call for inspection and not the date mentioned in the letter and the date of dispatch. In case, material/ equipment is not found ready by the representative of the purchaser deputed for inspection to the extent of the quantity indicated in the inspection call with tolerance of (-) 10% or if the inspection is not got carried out by any reasons(s) on account of the supplier, an amount of Rs. 3000/- only for the supplier's work located in Rajasthan and an amount of Rs. 10,000/- only for the supplier's work located outside Rajasthan will become payable by the supplier on this account to the Accounts														

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	<p>account of the supplier, an amount of Rs. 1500/- only for the supplier's work located in Rajasthan and an amount of Rs. 5000/- only for the supplier's work located outside Rajasthan will become payable by the supplier on this account to the Accounts Officer -II (Proc.I), RSEB, Jaipur. The supplier will deposit the amount with the Accounts Officer-II (Proc.I), RSEB, Jaipur immediately under intimation to this purchasing authority, failing which the subsequent call for inspection shall not be entertained.</p>	<p>Officer(MM), JPD, Jaipur. The supplier will deposit the amount with the Accounts Officer (MM), JPD, Jaipur immediately under intimation to the purchasing authority, failing which the subsequent call for inspection shall not be entertained.</p>																																		
<p>Sale of Tender Documents (Clause 15(15.1))</p>	<p>The cost of tender specifications shall be as under:-</p> <table border="0"> <tr> <td>(a) In case of limited tender enquiry</td> <td>Nil</td> </tr> <tr> <td>(b) Above Rs. 0.30 lacs and upto Rs. 1 lac</td> <td>100/-</td> </tr> <tr> <td>(c) Above Rs. 1 lac and upto Rs. 2 lacs</td> <td>150/-</td> </tr> <tr> <td>(d) Above Rs. 2 lacs and upto Rs. 25 lacs</td> <td>200/-</td> </tr> <tr> <td>(e) Above Rs. 25 lacs and upto Rs. 100 lac</td> <td>500/-</td> </tr> <tr> <td>(f) Above Rs. 100 lacs and upto Rs. 500 lacs</td> <td>1000/-</td> </tr> <tr> <td>(g) Above Rs. 500 lacs</td> <td>2000/-</td> </tr> </table> <p>Note: Where the purchase officer considers that the tender documents are quite bulky and so many drawings are to be attached, the cost of such drawings/additional documents may be charged in addition to the cost mentioned above.</p>	(a) In case of limited tender enquiry	Nil	(b) Above Rs. 0.30 lacs and upto Rs. 1 lac	100/-	(c) Above Rs. 1 lac and upto Rs. 2 lacs	150/-	(d) Above Rs. 2 lacs and upto Rs. 25 lacs	200/-	(e) Above Rs. 25 lacs and upto Rs. 100 lac	500/-	(f) Above Rs. 100 lacs and upto Rs. 500 lacs	1000/-	(g) Above Rs. 500 lacs	2000/-	<p>The cost of tender documents / pecifications shall be as under:-</p> <table border="0"> <tr> <td>(a) In case of limited tender enquiry</td> <td>Nil</td> </tr> <tr> <td>(b) Above Rs. 0.30 lacs and upto Rs. 1 lac</td> <td>500/-</td> </tr> <tr> <td>(c) Above Rs. 1 lac and upto Rs. 2 lacs</td> <td>750/-</td> </tr> <tr> <td>(d) Above Rs. 2 lacs and upto Rs. 25 lacs</td> <td>1000/-</td> </tr> <tr> <td>(e) Above Rs. 25 lacs and upto Rs. 100 lac</td> <td>2500/-</td> </tr> <tr> <td>(f) Above Rs. 100 lacs and upto Rs. 500 lacs</td> <td>5000/-</td> </tr> <tr> <td>(g) Above Rs. 5 cr. upto 10 cr.</td> <td>10000/-</td> </tr> <tr> <td>(h) Above Rs. 10 cr. upto 50 cr.</td> <td>15000/-</td> </tr> <tr> <td>(i) Above Rs. 50 Cr. upto 100 cr.</td> <td>20000/-</td> </tr> <tr> <td>(j) Above Rs. 100 cr.</td> <td>25000/-</td> </tr> </table> <p>Note:-1. Where the purchasing officer considers that the tender documents are quite bulky and so many drawings are to be attached, the cost of such drawings/additional documents may be charged in addition to the cost mentioned above.</p> <p>Note:-2. The cost of tender document for the purchase of other than MM Wing having value of 50 cr. and above shall be approved by WTDs.</p>	(a) In case of limited tender enquiry	Nil	(b) Above Rs. 0.30 lacs and upto Rs. 1 lac	500/-	(c) Above Rs. 1 lac and upto Rs. 2 lacs	750/-	(d) Above Rs. 2 lacs and upto Rs. 25 lacs	1000/-	(e) Above Rs. 25 lacs and upto Rs. 100 lac	2500/-	(f) Above Rs. 100 lacs and upto Rs. 500 lacs	5000/-	(g) Above Rs. 5 cr. upto 10 cr.	10000/-	(h) Above Rs. 10 cr. upto 50 cr.	15000/-	(i) Above Rs. 50 Cr. upto 100 cr.	20000/-	(j) Above Rs. 100 cr.	25000/-
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8	EMD (para 25 of the purchase manual) with necessary amendments in APPENDIX-XVII.	<p>25.2. In case of open tenders, earnest money would be 2% of the estimated value of purchase rounded to nearest one hundred rupees. In case of Purchases affected by Material Management Wing earnest money will be charged as per Appendix-XVII.</p> <p style="text-align: center;">APPENDIX-XVII</p> <table border="1"> <thead> <tr> <th>S.N.</th> <th>Estimated value of tenders</th> <th>EMD amount (Rs.)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Up to Rs. 5 lacs</td> <td>Rs 5000/-</td> </tr> <tr> <td>2.</td> <td>Above Rs. 5 lacs and up to Rs 10 lacs</td> <td>Rs 10000/-</td> </tr> <tr> <td>3.</td> <td>Above Rs. 10 lacs and up to Rs. 25 lacs</td> <td>Rs 25,000/-</td> </tr> <tr> <td>4.</td> <td>Above Rs. 25 lacs and up to Rs. 50 lacs</td> <td>Rs 50,000/-</td> </tr> <tr> <td>5.</td> <td>Above Rs. 50 lacs & up to Rs. 100 lacs.</td> <td>Rs 75,000/-</td> </tr> <tr> <td>6.</td> <td>Above Rs. 100 lacs & upto 10 crore</td> <td>Rs 1,00,000/-</td> </tr> <tr> <td>7.</td> <td>Above 10 crore & upto 50 crore</td> <td>Rs.1,00,000/-</td> </tr> <tr> <td>8.</td> <td>Above 50 crore & upto 100 crore</td> <td>Rs.1,00,000/-</td> </tr> <tr> <td>9.</td> <td>Above 100 crore</td> <td>Rs.1,00,000/-</td> </tr> </tbody> </table>	S.N.	Estimated value of tenders	EMD amount (Rs.)	1.	Up to Rs. 5 lacs	Rs 5000/-	2.	Above Rs. 5 lacs and up to Rs 10 lacs	Rs 10000/-	3.	Above Rs. 10 lacs and up to Rs. 25 lacs	Rs 25,000/-	4.	Above Rs. 25 lacs and up to Rs. 50 lacs	Rs 50,000/-	5.	Above Rs. 50 lacs & up to Rs. 100 lacs.	Rs 75,000/-	6.	Above Rs. 100 lacs & upto 10 crore	Rs 1,00,000/-	7.	Above 10 crore & upto 50 crore	Rs.1,00,000/-	8.	Above 50 crore & upto 100 crore	Rs.1,00,000/-	9.	Above 100 crore	Rs.1,00,000/-	<p>25.2. In case of open tenders, earnest money would be 2% of the estimated value of purchase rounded to nearest one hundred rupees. In case of Purchases affected by Material Management Wing earnest money will be charged as per Appendix-XVII.</p> <p style="text-align: center;">APPENDIX-XVII</p> <table border="1"> <thead> <tr> <th>S.N.</th> <th>Estimated value of tenders</th> <th>EMD amount (Rs.)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Up to Rs. 5 lacs</td> <td>Rs 10,000/-</td> </tr> <tr> <td>2.</td> <td>Above Rs. 5 lacs and up to Rs 10 lacs</td> <td>Rs 20,000/-</td> </tr> <tr> <td>3.</td> <td>Above Rs. 10 lacs and up to Rs. 25 lacs</td> <td>Rs 50,000/-</td> </tr> <tr> <td>4.</td> <td>Above Rs. 25 lacs and up to Rs. 50 lacs</td> <td>Rs 1,00,000/-</td> </tr> <tr> <td>5.</td> <td>Above Rs. 50 lacs & up to Rs. 100 lacs.</td> <td>Rs 1,50,000/-</td> </tr> <tr> <td>6.</td> <td>Above Rs. 100 lacs & upto 10 crore</td> <td>Rs 2,00,000/-</td> </tr> <tr> <td>7.</td> <td>Above 10 crore & upto 50 crore</td> <td>Rs.5,00,000/-</td> </tr> <tr> <td>8.</td> <td>Above 50 crore & upto 100 crore</td> <td>Rs.7,50,000/-</td> </tr> <tr> <td>9.</td> <td>Above 100 crore</td> <td>Rs.10,00,000/-</td> </tr> </tbody> </table>	S.N.	Estimated value of tenders	EMD amount (Rs.)	1.	Up to Rs. 5 lacs	Rs 10,000/-	2.	Above Rs. 5 lacs and up to Rs 10 lacs	Rs 20,000/-	3.	Above Rs. 10 lacs and up to Rs. 25 lacs	Rs 50,000/-	4.	Above Rs. 25 lacs and up to Rs. 50 lacs	Rs 1,00,000/-	5.	Above Rs. 50 lacs & up to Rs. 100 lacs.	Rs 1,50,000/-	6.	Above Rs. 100 lacs & upto 10 crore	Rs 2,00,000/-	7.	Above 10 crore & upto 50 crore	Rs.5,00,000/-	8.	Above 50 crore & upto 100 crore	Rs.7,50,000/-	9.	Above 100 crore	Rs.10,00,000/-
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7.	Above 10 crore & upto 50 crore	Rs.1,00,000/-																																																													
8.	Above 50 crore & upto 100 crore	Rs.1,00,000/-																																																													
9.	Above 100 crore	Rs.1,00,000/-																																																													
S.N.	Estimated value of tenders	EMD amount (Rs.)																																																													
1.	Up to Rs. 5 lacs	Rs 10,000/-																																																													
2.	Above Rs. 5 lacs and up to Rs 10 lacs	Rs 20,000/-																																																													
3.	Above Rs. 10 lacs and up to Rs. 25 lacs	Rs 50,000/-																																																													
4.	Above Rs. 25 lacs and up to Rs. 50 lacs	Rs 1,00,000/-																																																													
5.	Above Rs. 50 lacs & up to Rs. 100 lacs.	Rs 1,50,000/-																																																													
6.	Above Rs. 100 lacs & upto 10 crore	Rs 2,00,000/-																																																													
7.	Above 10 crore & upto 50 crore	Rs.5,00,000/-																																																													
8.	Above 50 crore & upto 100 crore	Rs.7,50,000/-																																																													
9.	Above 100 crore	Rs.10,00,000/-																																																													

JAIPUR VIDYUT VITRAN NIGAM LIMITED

MODEL PRE-QUALIFYING REQUIREMENTS FOR PURCHASE OF VARIOUS ITEMS BY JVVNL.

1.0 STATUS OF BIDDER:

- a) The bidder should be a manufacturer. 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 albeit participated for the first time in a particular Discom & meeting minimum qualification requirement (whether Raj. or outside Rajasthan) has supplied the tendered material/ higher rating in other utility shall be treated as an old supplier. Rajasthan based firms not meeting minimum quantity supplied criterion but having manufacturing and adequate testing facility and technical know how shall be considered as new firms and would be eligible for trial order only.

2.0 PAST SUPPLY & PERFORMANCE CRITERIA:-

The bidders 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 quantity for various items as detailed below failing which the offer may be considered non responsive:-

a)	PCC Poles	2% of tendered quantity.
b)	The Distribution Transformers of rating 40 KVA & below	5% of tendered quantity.
c)	Other items	10% of tendered quantity.

2.01.2 The bidder should have designed manufactured/fabricated tested and supplied to utility/discoms/government departments at least 2xQQ (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 prescribed proforma only. This prescribed proforma should be either in original or copy duly attested by Notary. The bidder shall also sign and affix seal on the prescribed format 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/accuracy class of the material etc in the format prescribed any deviation to format or information diverted format will not be considered and rejected.

2.02 (PERFORMANCE CRITERIA):-

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

ii) However, if the supplies have been completed for a quantity more than 50% but not completed upto date of opening of subsequent tender and scheduled delivery period expired, then 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.

iii) If a bidder does not fulfill G.P. failed contractual obligations in previous tender(s) then quantity equal to the G.P. failed quantity pending for repair/replacement shall be reduced from the subsequent new tender quantity for fresh item to be allocated to the bidder. This action will be in addition to the penal provisions applicable in respective tenders where supply is incomplete.

3.0 TYPE TEST CRITERIA:-

3.01 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 Accreditation Cooperation (in case of foreign laboratory) of similar rating and design of tendered material/equipment. Such type test certificate should not be older than 3 years as on the date of bid opening. For this purpose date of conducting type test will be considered.

The type test certificate by in house laboratory of tendering firm even if it is a Govt. approved/Govt. recognized/NABL accredited/ILAC accredited, shall not be accepted, in case of their own tender. This will not apply if tendering firm is Govt. company/public sector undertaking.

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

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

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

However, in the following cases the bid of the bidder may be considered meeting the type test criteria if the bidder furnishes an undertaking stating that valid type test certificate from a Govt./Govt. approved/ Govt. recognized/NABL accredited/ILAC Accredited laboratory shall be furnished from first lot (without asking any delivery extension) along with bank guarantee with the technical bid from a Nationalized/Scheduled bank in prescribed proforma at Schedule-III C or DD/ Pay order amounting to Rs. 5 lacs /Rs. 1.5 lacs/Rs. 0.5 lacs in case where the value of the purchase (corresponding to tendered quantity) under consideration is more than 1.5 Crore/upto 1.5 Crore/Upto 0,5 Crore respectively. The initial validity of bank guarantee shall be nine months with claim period of three months in addition.

- (i) A Rajasthan based firm is participating for the first time.
- (ii) Where one or more type test(s) is/are older than 3 years.
- (iii) Where new type tests have been added in the specification.
- (iv) Where some changes in respect of type test procedure of existing type tests have been introduced in the relevant standard.
- (v) Where a new item is being purchased by Nigam for the first time.

4.01 POOR RECORD OF PERFORMANCE AND DELIVERY:-

The bidders who have been black listed or with whom business relations have been severed in any of the state Discom shall not be considered. Severement 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 prices and terms and conditions and does not comply with contractual formalities.	Forfeiture of EMD/cancellation of vendor registration to recover amount of EMD alongwith 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 relation for a period of two years from the date of issue of order or in next two tenders whichever is later along with forfeiture of EMD/cancellation of vendor registration.

5.01 Black Listing.

Bids of the firms black listed shall not be opened. Bidders are liable for black listing for five years in any of the following circumstances:-

- (i) There are sufficient and strong reasons to believe that the supplier or his employee has been guilty of malpractices such as bribery, corruption, fraud, vitiating fair under

process including substitution of or interpolation in tenders, pilfering or unauthorized use or disposal of Nigam's materials issued for specific works etc.,

- (ii) The supplier continuously refuses to pay Nigam dues after registered notice even after lapse of six months without showing adequate reasons and where the registering authority is satisfied that no reasonable dispute attracting reference to Settlement Committee or Court of Law exists for the supplier's action.
- (iii) 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 dealings or where security considerations including suspected disloyalty to the Nigam so warrant.
- (iv) If a registered supplier, being non-renderer for supply but still submits applications giving his offer after receipt/opening of tenders received after due process.

Note:-1 If a supplier after having tendered for a work/supply or after negotiations acceptance of order gives applications voluntarily vitiating the fair tendering process, it shall also tantamount to malpractice.

Note:-II Severment once done will continue for the notified period of debarment even if the dues are deposited prior to the expiry of such severment period.

However, the relations be deemed to have been restored after expiry of severment period mentioned in the order but the bid of such bidder will not be opened in that Discom where severment was done if the recoverable amount has not been deposited by the firm i.e. severment done by one Discom for non supply and corresponding recovery will not be effective in other Discom after expiry of notified period but the bid of such bidder will not be opened in that particular Discom if the firm has not deposited amount recoverable

APPEALS AND APPLICATIONS:-

Appeal against the order of blacklisting, debarment and severment can be filed before BOD. The BOD may reduce or wave 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 Specification otherwise he will be responsible for Technical Non-Responsiveness.
- iii) "All documents required in the prescribed format are to be furnished alongwith the bid itself only except an attested copy of the BIS license (wherever it is required), failing which the bid will be summarily rejected".

However, copy of BIS license may be submitted by the bidder upto the official working hours of one working day prior to the scheduled/notified date of opening of price bids.