



**JAIPUR VIDYUT VITRAN
NIGAM LTD.**

Draft RFP TN-56

To develop WAN
(Wide Area Network) in Discoms
with connectivity in VPN

Purchaser: Jaipur Vidyut Vitran Nigam Ltd, Jaipur

On behalf of



Jaipur Vidyut Vitran Nigam Ltd (JVNL), Jaipur



Ajmer Vidyut Vitran Nigam Ltd (AVVNL), Ajmer



Jodhpur Vidyut Vitran Nigam Ltd (JdVVNL), Jodhpur

Superintending Engineer (IT)

JAIPUR VIDYUT VITRAN NIGAM LTD
OLD POWER HOUSE, BANIPARK, JAIPUR-302006
WWW.JAIPURDISCOM.COM
TELEPHONE: 0141-2205412

Tender Notice

Reference No: TN-56

Jaipur Vidyut Vitran Nigam Ltd. [JVVNL] invites bids from competent agency on behalf of all three Discoms of Rajasthan i.e. Jaipur Discom, Jodhpur Discom and Ajmer Discom for work of **“To develop WAN (Wide Area Network) in Discoms with connectivity in VPN”** across Rajasthan DISCOMs.

The contract period shall be initially for three years. The contract period may further be extended upto 2 years as mutually agreed.

Mode of Bid Submission	Online through eProcurement/eTendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Superintending Engineer (IT) Jaipur Vidyut Vitran Nigam Ltd. Old Power House, Banipark, JAIPUR-302006.
Estimated cost of Project per annum (Approx.)	Rs. 1.7 Crores per annum per Package
Submission of Banker's Cheque/ Demand Draft for Tender Fee , with AO(TW) in favour of AO(TW), JVVNL, Jaipur (non-refundable)	Rs: 5000/-.
Submission Demand Draft for e-Tender Processing Fee with AO(TW) in favour of M.D, RISL payable at Jaipur (non-refundable)	Rs: 1000/-
Submission of Earnest Money Deposit (EMD) with AO(TW) in favour of AO(TW), JVVNL, Jaipur in form of Banker's Cheque/ Demand Draft	Rs. 10 Lacs
Publishing Date/Time	
Document Download / Sale End Date/Time	
Submission Date for Banker's Cheque/ Demand Draft / BG for Tender Fee, EMD, and Processing Fee.	
Bid submission Last Date/ Time	
Date & Time of Opening of Technical Bids	
Date & Time of Opening of Financial Bids	
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	http://eproc.rajasthan.gov.in . http://www.jaipurdiscom.com .

Bid & EMD Validity	120 days from date of opening of part-A bid or 90 days from the date of opening of part-B bid whichever is later												
Bid Structure	<p>The Bid is divided in the following three packages:</p> <table border="1" data-bbox="809 396 1287 641"> <thead> <tr> <th>S.no.</th> <th>Package No.</th> <th>Name Of Discom</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>I</td> <td>Jaipur Discom</td> </tr> <tr> <td>2.</td> <td>II</td> <td>Jodhpur Discom</td> </tr> <tr> <td>3.</td> <td>III</td> <td>Ajmer Discom</td> </tr> </tbody> </table> <p>The bidder may bid for any or all packages.</p> <p>The package wise award of contract shall be done by the respective Discoms to the successful bidder. All the contractual issues, post award of contract shall be dealt by the respective Discoms only.</p>	S.no.	Package No.	Name Of Discom	1.	I	Jaipur Discom	2.	II	Jodhpur Discom	3.	III	Ajmer Discom
S.no.	Package No.	Name Of Discom											
1.	I	Jaipur Discom											
2.	II	Jodhpur Discom											
3.	III	Ajmer Discom											

The prospective bidder should have the necessary competence, adequate financial standing, sufficient experience, expertise and adequate experience of Power Sector IT Projects. The other qualifying requirements are detailed in the specification.

The work involves “To develop WAN (Wide Area Network) in Discoms with connectivity in VPN” as per details in this document.

NOTE:

1. The tender/bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in.
2. Bidders who wish to participate in this tender will have to register on <https://www.eproc.rajasthan.gov.in> 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 i.e TCS, Safecrypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for future assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.

Contact No. 0141 – 4022688 (Help desk of RISL - 10.00 AM to 6.00 PM on all working days)

E-mail: eproc@rajasthan.gov.in

Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

3. Bidders should go through the website <https://www.eproc.rajasthan.gov.in> should refer to the website and go through the link “Help For Contractors”, “Information About DSC”, “FAQ”

and “Bidders Manual Kit” and **Section-I** to know the process for submitting the electronic bids at the website.

4. The ‘Instructions to bidders’ and other terms and conditions of this tender pertaining to the bidding process generally follow the guidelines of e-tendering system of the government of Rajasthan, available at URL <https://www.eproc.rajasthan.gov.in>. However, wherever there is any anomaly between the conditions referred to in this document and the GoR e-tendering system, the latter shall be final.
5. The complete bid document has been published on the websites, www.jaipurdiscom.com and <https://www.eproc.rajasthan.gov.in> for the purpose of downloading.
6. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required Bid document fee of Rs. 5000/- only (Rupees Five Thousand only) in Demand Draft with AO(TW) in favour of AO(TW), JVVNL, Jaipur payable at Jaipur and e-Tender Processing Fee: Rs. 1000/- (Rupees One Thousand only) in Demand Draft in favour of M.D, RISL payable at Jaipur. A copy of the bid document fee receipt must be enclosed along with the Technical bid/ proposal failing which the bid will be summarily rejected.
7. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally and stamped on each page by the designated authorized representative of the bidder.
8. No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the purchaser and the successful bidder(s).
9. JVVNL disclaims any factual/ or any other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
10. Bids will be considered only in the prescribed manner. Bids not submitted in the prescribed format will be summarily rejected without further evaluation.
11. Copies of various documents to be enclosed along with the bid-proposals must be legible and be self-attested by the authorized signatory with official seal. Claims made by bidder related to the project experience and other requirements shall be considered only when appropriate supporting documents are provided.
12. All the communication/correspondence including the bid document (Technical and Financial Bid) must be signed and stamped on each page by the designated authorized representative of the bidder failing which the bid will be summarily rejected.
13. The Bids can be submitted up to date and time given as specified in the NIT.
14. The complete bidding process is defined in the RFP document.

15. In case, a bidder imposes conditions which are in addition or at variance or in conflict with the terms and conditions as specified in this RFP document, all such bid-proposals will be summarily rejected.
16. Tendering Authority reserves the complete right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/ rejected by the purchaser/ tendering authority.
17. In case, a dispute arises with regard to interpretation/ omission/ error in the RFP document, bid submitted, other documents; the decision of SE (IT), JVVNL, JAIPUR will be final and binding upon the bidders.
18. Interested bidders may obtain further information from the office of **The Superintending Engineer (IT), Jaipur Vidyut Vitran Nigam Ltd, Old Power House Banipark, Jaipur** on any working day between from 12.9.16 between 10:00 AM to 6:00 PM.
19. Bidders are advised to send their queries against this RFP within 7-days from the date of uploading the RFP on eProcurement site in the below format to email id: **seitjvnl@yahoo.in**. Discom shall analyse all such queries and if deemed appropriate, necessary amendments shall be issued and uploaded on portal. No reply to individual queries shall be intimated.

Sl no	Page No, Clause / Sub Clause No.	Clause as per Specification	Query / Clarification sought

Superintending Engineer (IT)

Jaipur Vidyut Vitran Nigam Ltd.

Old Power House, Banipark, JAIPUR-302006.

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Introduction

Rajasthan Discoms are engaged in distribution and supply of electricity in 31 districts of Rajasthan divided in jurisdiction of 3 Discom as under

S.No.	Name of Discom	Zonal Offices	O&M Circles	Approximate count of offices
1.	Jaipur Discom	3 Nos. : Jaipur, Bharatpur and Kota	13 Circles: Jaipur, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, Sawai Madhopur, Tonk and Karauli.	304
2.	Jodhpur Discom	3 Nos. : Jodhpur, Bikaner and Barmer	Hanumangarh, Sriganganagar, Churu, Jodhpur city circle, Jodhpur district circle, Pali, Sirohi, Barmer, Jaisalmer, Jalore, Bikaner District, Bikaner	254
3.	Ajmer Discom	3 Nos. : Ajmer, Udaipur, and Jhunjhunu	Ajmer Distt, Bhilwara, Nagaur, Ajmer, Sikar, Jhunjhunu, Udaipur, Rajasamand, Banswara Chittorgarh, Dungarpur, Pratapgarh	297

Objective

To develop WAN (Wide Area Network) in Discoms with connectivity in VPN.

The bidder is required to offer WAN backbone/network, capable of carrying data through secure VPN tunnel over any reliable public network/internet or any other techno economical mode. The primary use of this connectivity is to use the RAPDRP system developed & other web based software/website of Discom and fulfill the Discom operations/ tasks.

The network already created by RADRP vendor is as per the Annexure 10.

Qualification Requirements

The minimum requirement with respect to experience, capability and other particulars of the Bidder to be considered eligible for participation in the bid for the proposed work. The BIDDER shall be considered responsive only on satisfying the following “Qualification Requirements” and on production of the required documentary evidences along with the Tender. Detailed PQR is available in the SECTION III Part I of the document.

S.No.	Requirement
1	Proposals shall be submitted by an individual Bidder or through consortium.
2	This invitation for bidders is open to all Indian valid Category “A” ISP / unified license from Govt. of India or Any Telecom company having its operation in India . Bids can also be submitted by Consortium of both having adequate experience.
3	The bidder should have not been blacklisted, banned or debarred from participation in Discom Tenders. And The bidder has not been terminated or suspended from work under any contract with any government department of India and their performance guarantee/ security forfeited due to violation of terms.
4	The bidder should be operational with Category Class A ISP License / Unified license or valid National telecom license from at least past Seven Years.
5	The bidder must have its Support office in Jaipur.

In case of non-furnishing of requisite document along with the bid, the bid will be considered as non-responsive and may be summarily rejected.

SECTION –I INSTRUCTION TO BIDDER

1. GENERAL INSTRUCTIONS

- 1.1. The Jaipur Vidyut Vitran Nigam Ltd or any authority designated hereinafter called 'OWNER' will receive bids in respect of services as set forth in the accompanying specification.
- 1.2. All bids shall be prepared and submitted in accordance with these instructions.
- 1.3. 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.
- 1.4. If the bidder has any doubt as to the meaning of this specification or any portion thereof, he shall before submitting the Bid, may refer the same to the Superintending Engineer(IT), Jaipur Vidyut Vitran Nigam Limited, Jaipur in writing well in time before the specified date of opening of Bids so that such doubts may be clarified.
- 1.5. 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.
- 1.6. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the bidders.
- 1.7. The works referred herein shall cover the entire scope of the proposal which include commissioning and erection of equipment including the successful completion of performance and guarantee tests which the owner desires to get executed.

2. INTRODUCTION

Rajasthan Discoms are engaged in distribution and supply of electricity in 31 districts of Rajasthan divided in jurisdiction of 3 Discom as under

S.No.	Name of Discom	Zonal Offices	O&M Circles	Approximate count of offices
1.	Jaipur Discom	3 Nos. : Jaipur, Bharatpur and Kota	13 Circles: Jaipur, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, Sawai Madhopur, Tonk and Karauli.	304
2.	Jodhpur Discom	3 Nos. : Jodhpur, Bikaner and	Hanumangarh, Sriganganagar, Churu,	254

		Barmer	Jodhpur city circle, Jodhpur district circle, Pali, Sirohi, Barmer, Jaisalmer, Jalore, Bikaner District, Bikaner	
3.	Ajmer Discom	3 Nos. : Ajmer, Udaipur, and Jhunjhunu	Ajmer Distt, Bhilwara, Nagaur, Ajmer, Sikar, Jhunjhunu, Udaipur, Rajasamand, Banswara Chittorgarh, Dungarpur, Pratapgarh	297

The geographical conditions of all the three Discoms are not same and have different terrain .

3. FIELD CONDITIONS

- 3.1 The bidder may in its own interest, before submitting the bid, inspect and examine the area involved and satisfy it regarding the existing system.
- 3.2 For ascertaining the existing system, condition's etc., the agency may contact the Superintendent Engineer (IT/O&M) of concerned DISCOM.
- 3.3 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.

4. SUCCESSFUL IMPLEMENTATION AND GOOD PERFORMANCE

Any work if specifically not mentioned but reasonably implied for the successful implementation and good performance of the proposed work is deemed to be included and is to be executed within the ordered price.

5. PREPARATION OF BIDDING DOCUMENT

5.1. EARNEST MONEY DEPOSIT (EMD):

- a. The tenderer shall furnish Earnest Money of Rs. 10 Lacs in the form of Banker Cheque / DD in the name of Accounts Officer (TW), JVVNL Ltd., Jaipur shall be payable (The earnest money is for entire bid irrespective of number of packages opted by bidder for bidding).
- b. The tenderers shall **deposit** the EMD to the Accounts Officer(TW), JVVNL, Jaipur up to stipulated date & time, and obtain a receipt, thereof, Accounts Officer (TW) will be the custodian of the EMD.

- c. Any tender not accompanied by a copy of the receipt for depositing earnest money (EMD) shall be rejected and the tender will not be opened.
- d. In case of unsuccessful tenderers, the Earnest money will be refundable on production of the original receipt within a fortnight period after finalization of the tender.
- e. Adjustments/proposals for acceptance of Earnest Money deposits, if any, **already** lying with the Nigam in connection with some other bids/orders shall not be entertained, also the nigam will not adjust the Earnest Money under this tender with the previous dues of bidder if any..
- f. No interest shall be payable on such **deposits**.
- g. The JVVNL reserves the right to forfeit Earnest Money deposit or a part thereof in circumstance, if the bidder is not earnest in accepting/executing any order placed under the specification

5.2 TENDER SPECIFICATION COST & TENDER PROCESSING FEE

The bidders are permitted to download the bid document from websites <https://www.eproc.rajasthan.gov.in>, www.jaipurdiscom.com but must pay the cost of tender/bidding document Rs. 5,000/- (Rs. Five thousand only) [non-refundable] in Bank Draft payable to Accounts Officer (TW), JVVNL, Jaipur and e-tender processing fee amounting to Rs. 1000/- (Rs. One thousand only) by DD in favour of M.D, RISL payable at Jaipur up to stipulated date & time in the office of Accounts Officer (TW), Jaipur and obtain acknowledgement thereof. The processing fee will be sent to RISL by AO (TW).

6. CLARIFICATIONS AND AMENDMENTS & DEVIATION FROM BIDDING DOCUMENT

6.1 CLARIFICATIONS TO THE BID DOCUMENT

- 6.1.1 If the prospective bidder has any doubts as to the meaning of any portion of the bidding document, then he is allowed to refer the same to the tendering authority and get clarifications. He may do so by contacting the tendering authority in writing at the tendering authority's address indicated in the NIT.
- 6.1.2 The Tendering authority shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it and shall also place it on

the website of JVVNL, including a description of the inquiry but without identifying its source.

- 6.1.3 Should the Tendering authority deem it necessary to amend the Bidding Document as a result of a clarification or otherwise, it shall do so by issuing a revised bidding document and/ or Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in order to give reasonable time to the prospective Bidders to take into account the amendment.
- 6.1.4 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.
- 6.1.5 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.
- 6.1.6 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.
- 6.1.7 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.
- 6.1.8 To assist in the examination, evaluation, comparison and post qualification of the bids, the tendering authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be in writing.
- 6.1.9 Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the tendering authority shall not be considered.
- 6.1.10 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids

6.2 AMENDMENT OF BIDDING DOCUMENT

- 6.2.1 At any time prior to the deadline for submission of the Bids, the tendering authority may amend the Bidding document by issuing Corrigendum/Addendum.
- 6.2.2 Any Corrigendum/Addendum issued shall be a part of the Bidding document and shall be published on portal.

6.2.3 To give prospective Bidders reasonable time in which to take a Corrigendum/Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.

6.2.4 Any change in date of submission and opening of bids would be published widely through Discom website and e-procurement portal.

6.3 DEVIATION FROM BID DOCUMENTS

The bid offer must include a separate statement indicating all deviations from the bid documents as per format enclosed at **Annexure-6**. All such deviations shall be clearly mentioned in **Schedule of Deviation**. JVVNL reserves the right to accept the deviation with financial implication or reject out rightly. Unless the deviations from the bid documents are specifically mentioned, it will be understood and agreed that the proposal is based on strict conformity to JVVNL's specifications in all respect and it will be assumed that all terms & conditions are acceptable to the Bidder.

7. SUBMISSION AND OPENING OF BIDS

7.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the tendering authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7.2 LANGUAGE OF BIDS

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the tendering authority, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7.3 BIDS ARE TO BE SUBMITTED IN TWO PARTS

7.3.1 **Part- A:** will contain (i) Tender Cost (ii) Tender processing fee (iii) EMD (iv) Supporting documents to ascertain the eligibility / qualification as per the QR requirements of the tender (v) Technical offer comprising details & design of the proposed system(s) to meet out the work requirement together with its capabilities.

7.3.2 **Part- B:** will contain the package wise financial offer for carrying out the scope of work defined for this project

7.4 SUBMISSION OF PROPOSALS

7.4.1 Bidder shall submit their bid in electronic format, digitally signed and stamped on each page by a responsible and authorized person. Bidder shall procure Digital Signature Certificate (DSC) as per IT act - 2000.

7.4.2 Physical submission of bids is not allowed. But if asked by JVVNL, the bidder is required to submit original technical bid in hardcopy which shall be the exact replica of online bid submitted to the Superintending Engineer (IT), Jaipur Vidyut Vitran Nigam Ltd, Old Power House Banipark, Jaipur before opening of price bid.

7.5 FILLING OF BIDS

7.5.1 Tenders shall be submitted on e-procurement portal 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 tenderer(s).

7.5.2 No alteration should be made to the format of the tender specification and schedules. The tenderer must comply entirely with specification.

7.5.3 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.

7.5.4 Tender should be filled in only with ink or typed and must be submitted online after signing digitally.

7.5.5 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.

7.5.6 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.

7.5.7 The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.

7.5.8 Any printed conditions of sale on the bid shall not be accepted by the purchase Authority. The bidder shall incorporate their conditions of sales, if any, in the text of the bid itself.

7.5.9 All bids and accompanying documents shall be addressed to SE(IT), Jaipur Vidyut Vitran Nigam Limited.

7.5.10 The tenders/quotations given in the form other than prescribed form will not be considered.

7.5.11 The bidder shall clearly indicate the deviation such as Technical Deviation & Commercial Deviation in the prescribed format only. The deviation indicated elsewhere in the bid shall not be accepted.

7.5.12 The tender offer shall be submitted in time specified on <https://www.eproc.rajasthan.gov.in> in electronic format in the following manner:

7.5.12.1 **COVER – I** Fee (to be filed in pdf format)

- i. Proof of depositing EMD in cash & furnishing BG in the prescribed form as defined hereunder at Clause “Earnest Money Deposit (EMD)” i.e the receipt issued by the Accounts Officer (TW), Jaipur.
- ii. Proof of submitting RISL Processing Fee i.e the acknowledgement issued by the Accounts Officer (TW), Jaipur on account of depositing the processing fee of RISL through DD in favour of M.D, RISL payable at Jaipur.
- iii. Proof of submitting Tender document cost i.e the acknowledgement issued by the Accounts Officer (TW), Jaipur on account of depositing tender document cost of through DD in favour of Accounts Officer (TW), Jaipur DISCOM payable at Jaipur.

7.5.12.2 **COVER – II** Techno- Commercial Bid (to be filed in pdf format)

In this part of bid, tenderer will have to furnish Technical Compliance For Executing this Project as per specification and confirmation of commercial terms and conditions of tender document and its addendum/corrigendum, if any, along with details required in various/schedules “EXCEPT THE PRICE SCHEDULE” so that the purchaser will be able to examine whether the offer submitted is technically acceptable and also confirm to our commercial terms and conditions or not.

7.5.12.3 **COVER – III** Financial/Price Bid/BOQ (to be filed in xls format).

The price bid is submitted on eprocurement system of GoR in excel file of BoQ. The price bid will be opened only for the bidders shortlisted on the basis of technical Bid. The date of opening of such price Bids will be intimated in due course of time.

7.6 DOCUMENTS COMPRISING THE BID

7.6.1. The tender shall be accompanied with the schedules, documents mentioned in the specification.

7.6.2. The tender which is not accompanied by any or all mentioned annexures, documents or is accompanied by incomplete annexures is liable for rejection.

7.6.3. The purchaser may advise any bidder to furnish the documents in original or copy duly attested by Notary as the case may be for verification, in physical form on short notice of three days.

7.6.4 Techno- Commercial Bid as detailed below:

- i. The bidder needs to furnish full details about organization's competence, financial strength, details of experience in accordance with the QR specified at Part –I of Section III. The bidder must submit its proposal along with the following documents.
- ii. Proof of depositing EMD as defined hereunder at Clause "Earnest Money Deposit (EMD)" i.e the receipt issued by the Accounts Officer (TW), Jaipur on account of depositing .
- iii. Proof of submitting RISL Processing Fee i.e the acknowledgement issued by the Accounts Officer (TW), Jaipur on account of depositing the processing fee of RISL through DD in favour of M.D, RISL payable at Jaipur.
- iv. Proof of submitting Tender document cost i.e the acknowledgement issued by the Accounts Officer (TW), Jaipur on account of depositing tender document cost of through DD in favour of Accounts Officer(TW), Jaipur DISCOM payable at Jaipur.
- v. Cover letter on company's letter head
- vi. Annexure 1 to 9
- vii. Power of Attorney/Board Resolution in favor of signatory of the bid
- viii. Supporting documents to ascertain the eligibility/ qualification as per the Qualification Requirements (QR) of the tender as per details at Section III Part -I.
- ix. Other details as called for in the tender specification document or which the bidder may like to highlight
- x. Check lists as given in this document.
- xi. Techno-commercial proposal in the format given in Section –IV comprising details & design of the proposed system(s) to meet out the work requirement, together with its capabilities along with commercial terms and conditions.
- xii. In this part the bidder will submit full relevant documents substantiating the details provided in the annexure.
- xiii. The bidder will substantiate details of the company (as declared on Annexure – 1) in the form of Certificate of Incorporation, MoU, registration certificate or any other relevant document as the case may be
- xiv. Controlling offices that would be established to undertake the proposed work
- xv. Project organization structure
- xvi. Names of the key resources that would be deployed along with their proposed position
- xvii. CVs of the key proposed resources as mentioned in point (xvi)

- xviii. Audited balance sheet and P&L statement required to ascertain the financial capability
- xix. Copies of work order and performance report for the projects undertaken/ in hand (as declared in Annexure -4)
- xx. Approach and methodology to execute the project (as declared on Annexure – 5)
- xxi. Brief details of Dashboard/Monitoring tools. (Annexure-5)
- xxii. Project implementation plan
- xxiii. Details of the system proposed; a write up on the system that would be installed / developed to meet the requirements as specified in scope of work
- xxiv. Details of equipments, data sheets/ compliances sheets/ and hardware that would be deployed indicating the number and make and technical specifications
- xxv. Schematic network diagram showing (sample) locations and components

7.6.5 **COVER – III for Financial/Price Bid/BOQ:** The financial proposal in excel file of BOQ

7.7 ALTERNATIVE BIDS

Alternative bids shall not be considered at all.

7.8 BID PRICES

- 7.8.1 All the prices should be quoted only in Indian Rupees (INR) Currency.
- 7.8.2 Prices/ Rates shall be written both in words and figures. There should not be errors and/ or over-writings. Corrections/ alterations, if any, should be made clearly and initialed with dates by the authorized signatory.
- 7.8.3 The prices quoted in BOQ.xls should be **inclusive of all service tax / GST** and other government levies as applicable but have to explicitly specify applicable rate of taxes in financial offer declaration (MS Word Format). These rates of applicable taxes and Govt. Levies shall be revised as and when updated.
- 7.8.4 The quantity of total no. circuits/connectivity mentioned is on average basis and may increase or decrease, however the payment shall be made as per the actual no of circuits/connectivity at the end of the month for which system generated report shall be submitted.
- 7.8.5 The bidder will furnish the break-up of the quoted price in financial offer, indicating rate and type of each tax clearly, as per the prevailing rate on the bid date. Any statutory variation and imposing new tax by government subsequently during the currency of contract shall be on Discom account.

7.8.6 **Duties and taxes:**

- (i) Rajasthan Discoms are registered under Rajasthan VAT and Central Sales tax Act and is entitled to concessional rate of Central Sales Tax / State VAT (Reg No. 08372105443)as per rules in force. Necessary declaration Form 'C' or prescribed certificate for availing supply of material on concessional sales tax shall be issued by the Nigam to bidder.
- (ii) The work contract tax, Service Tax, VAT/CST, excise duty, local taxes, entry tax as applicable/ leviable on the goods procured from outside Rajasthan, levies, and other liabilities of Government, if leviable in respect of the transaction between the owner and the contractor under the contract on the date of opening of bids (commercial) shall be treated as included in the bid price and no additional payment on this account shall be paid by the purchaser.
- (iii) If Applicable , any income tax, surcharge on income tax and other corporate taxes including work contract tax, service tax and entry tax as applicable/ leviable 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.
- (iv) Any statutory variation in existing rates of taxes /duties/ levies/charges and implementation of GST during contractual completion period only of contract will be to Nigam' 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 will have to be passed on to the Nigam.

7.9 PERIOD OF VALIDITY OF BIDS

- 7.9.1 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.
- 7.9.2 The bids shall be valid for a minimum period of 120 (One hundred twenty) days from the date of opening Part-A or 90 (Ninety) days from the date of opening of Part-B wherever is later. Bids mentioning a shorter validity period than specified are likely to be summarily rejected / ignored.
- 7.9.3 Purchaser 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.

7.10 FORMAT AND SIGNING OF BID

- 7.10.1 The bidder has to submit Earnest Money Deposit, Tender document fee and e-tender processing fee before opening of Technical bid as given in the NIT. The Technical bid and financial bid shall be submitted on the website <https://www.eproc.rajasthan.gov.in>.
- 7.10.2 All copies of the bid shall be typed or clearly hand written and shall be signed (all the pages) by a person duly authorized to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written confirmation as specified in the bidding document and shall be attached to the bid.
- 7.10.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized person signing the bid.

7.11 SIGNATURE OF BIDDER

- 7.11.1 The bid must contain the name, address and place of business of the person or persons making the bid and must be signed and sealed by the Bidder under his usual signature. The name(s) of all the persons signing should also be typed or printed below the signature.
- 7.11.2 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).
- 7.11.3 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.
- 7.11.4 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.
- 7.11.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 7.11.6 The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 7.11.7 Erasures or other changes in the bid documents shall bear the initials of the person signing the bid.
- 7.11.8 Bids not conforming to the above requirements of signing shall be disqualified.

7.12 DEADLINE FOR THE SUBMISSION OF BIDS

7.12.1 Bids must be submitted by the bidders on the website <https://www.eproc.rajasthan.gov.in> at the address and no later than the date and time indicated in the NIT.

7.12.2 Any change in date of submission and opening of bids would also be placed on the JVVNL websites immediately. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.

7.12.3 The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

7.13 DELAYED/ LATE BIDS

The tendering authority shall not consider any bid that arrives after the deadline for submission of bids as indicated in the NIT. Any bid received by the tendering authority after the deadline for submission of bids shall be declared as late and returned unopened to the Bidder.

7.14 RECEIPT OF TENDERS/ BIDS

7.14.1 Access to the bids is strictly restricted and will be provided only to the concerned officers of JVVNL doing the evaluation.

7.14.2 Bids received by modes other than submission on <https://www.eproc.rajasthan.gov.in> website will not be considered.

7.15 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

A Bidder may substitute or modify its bid after it has been submitted before the deadline prescribed for submission of bids as per the e-tendering process but bidder cannot withdraw his bid after submitting it once.

7.16 BID OPENING

7.16.1 The authorised officers will perform the bid opening, which is a critical event in the bidding process.

7.16.2 All the bids received up to the specified time and date in response to all the bid inquiries shall be opened by the members of the designated Procurement Committee after entering their corresponding credentials (login id and digital signatures) in the website <https://www.eproc.rajasthan.gov.in> at the specified

place, date and time in the presence of bidders or their authorized representatives who may choose to be present.

7.16.3 Only the bids of those bidders who are technically qualified would be eligible for Financial Bid consideration. The date and time of Financial Bid opening to the qualified bid would be intimated. The bidder who's bid is financially lowest shall be termed as the successful bid.

8 EVALUATION AND COMPARISON OF BIDS

8.1 GUIDING PRINCIPLE FOR EVALUATION OF BIDS

- 8.1.1 The tendering authority shall determine to its satisfaction whether the bidder that is selected as having submitted the best and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 8.1.2 The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder.
- 8.1.3 An affirmative determination shall be a prerequisite for award of the Contract to the bidder. A negative determination shall result in disqualification of the bid, in which event the tendering authority shall proceed to the next best bid to make a similar determination of that bidder's capabilities to perform satisfactorily.
- 8.1.4 The tendering authority/ procurement committee, in observance of best practices, shall:
 - i. Maintain the bid evaluation process strictly confidential as per the details below.
 - ii. Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
 - iii. Strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.

8.2 CONFIDENTIALITY

- 8.2.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
- 8.2.2 Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions shall result in the rejection of his bid.

8.2.3 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

8.3 DETERMINATION OF RESPONSIVENESS

8.3.1 The determination of the responsiveness of a bid would be based on the contents of the information furnished by the bidders in the bid.

8.3.2 A responsive bid would be the one that meets the requirements of the bidding document without material deviation, reservation, or omission where: -

- i. "Deviation" is a departure from the requirements specified in the bidding document.
- ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document.
- iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

8.3.3 A material deviation, reservation, or omission is one that,

- i. If accepted, would: -
 - a) Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
 - b) Limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights or the bidder's obligations under the proposed Contract; or
- ii. If rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.
- iii. Dilute the Qualification requirements.

8.3.4 The tendering authority shall examine the technical aspects of the bid in particular, to confirm that all requirements of bidding document have been met without any material deviation or reservation.

8.3.5 The tendering authority shall compare all responsive bids to determine the best bid, in accordance with the provisions of this bidding document.

8.4 NON-MATERIAL NON-CONFORMITIES

8.4.1 Provided that a bid is substantially responsive, the tendering authority may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.

8.4.2 Provided that a bid is substantially responsive, the tendering authority may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to

any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

8.4.3 Provided that a bid is substantially responsive, the tendering authority shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Evaluation and Qualification Criteria of this bidding document.

8.5 DISQUALIFICATION

8.5.1 Tendering authority may at its sole discretion and at any time during the processing of bid, disqualify any bidder/ bid from the bid process if the bidder: -

- i. Any action on the part of the bidder to revise the rates/prices and modification in technical or commercial substance of original offer, at their own.
- ii. 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 DISCOMs at least for one year.
- iii. The Bidder has been disqualified from any other DISCOM for any violation of code of conduct.
- iv. In case of bidder not furnishing the desired information in the desired format the bid/offer may be rejected/non-responsive.
- v. In case of bidder not able to produce the original certificates as asked by Procurement Committee, the bid/offer may be rejected/non-responsive.
- vi. In case of bidder not adhering to the format of financial offer given with this document the bid / offer may be rejected / non-responsive.
- vii. In case of any foot note or explanatory statement in the financial offer the bid/offer may be rejected/non-responsive.
- viii. In case of any cover letter with financial offer comprising any supplementary statement or discount or any condition the bid / offer may be rejected / non-responsive.
- ix. In case of any misapprehension at bidder level which may lead to wrong price bidding, DISCOMs reserve the right to reject the bid or take necessary loading / unloading to arrive at the correct price as per decision of DISCOMs / tender specification. Accordingly the bidders are advised to ask to clarify about any misapprehension before bidding. No excuse shall be considered in this regard.
- x. Does not meet the minimum eligibility criteria as mentioned in the bidding document.
- xi. During validity of the bid or its extended period, if any, increases his quoted prices.
- xii. Has imposed conditions in his bid.
- xiii. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

- xiv. Has been terminated or suspended from work under any contract with a government department of India and their performance guarantee/ security forfeited due to violation of terms. If bidder hides any facts in this regard an appropriate action shall be taken and EMD shall be forfeited.
 - xv. Has submitted bid which is not accompanied by required documentation and Earnest Money Deposit (EMD).
 - xvi. Has failed to provide clarifications related thereto, when sought.
 - xvii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
 - xviii. Who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.
- 8.5.2 Tendering authority's Right to accept/ Reject any or all of the Bids. The tendering authority reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the bidders or any obligation to inform the affected bidder or bidders of the grounds for the owner's action.

Note: Bidders may specifically note that while processing the bid documents, if it found expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay/ holding up the processing of bids then the bidders so involved are liable to be disqualified for the contract as well as for a further period of two years from participation in any of the bids floated by any department, Govt. of Rajasthan. It may also be clarified that if need arises then Tendering authority would go in for appointment of outside party(s) to undertake the work under the captioned bid.

9 AWARD OF CONTRACT

9.1 ACCEPTANCE OF THE TENDER/BID AND NOTIFICATION OF AWARD

- 9.1.1 Prior to the expiration of the period of bid validity, the tendering authority shall notify the successful bidder, in writing, that its bid has been accepted.
- 9.1.2 Respective Discoms shall award the Contract to the bidder whose offer has been determined to be substantially responsive as per evaluation methodology described in this document provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.
- 9.1.3 Decision on bids shall be taken within original validity period of offers which shall be kept up to 90 days from the date of opening of financial bids. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.

- 9.1.4 As soon as a bid is accepted by the tendering authority, its written intimation would be sent to the concerned bidder by the respective Discoms. If the issuance of formal Work Order is likely to take time, a Letter of Intent (LOI) may be sent in the meanwhile by the respective Discoms. In the same intimation the bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value and deposit the amount of prescribed performance security deposit within 15 days from the date of issue of acceptance.
- 9.1.5 The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder.
- 9.1.6 The acceptance of the bid shall also be placed on website of respective Discoms for general information to all.
- 9.1.7 The EMD of the bidders whose bids could not be accepted shall be refunded after the agreement with the successful bidder is executed and his performance security deposit is obtained.
- 9.1.8 Until a formal Contract is prepared and executed, the notification of award / LOI shall constitute a binding Contract.

9.2 SIGNING OF CONTRACT

- 9.2.1 The successful bidder will, on receipt of Letter of award from each of DISCOMs enter into a contract with respective DISCOMs by jointly signing an agreement.
- 9.2.2 The draft of the agreement based on the terms sheet, detailed in Section-II and Section-III will be forwarded to the successful bidder for execution.
- 9.2.3 The agreement will be executed within fifteen days thereafter. The person to sign the agreement must be duly authorized by the Bidding entities

9.3 RESERVATION OF RIGHTS

- 9.3.1 To take care of unexpected circumstances, DISCOMs shall reserve the rights for the following:
- i. Extend the closing date for submission of the bid proposals.
 - ii. Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.
 - iii. Allow a bidder to change its Technical proposal if the same opportunity is given to all bidders.
 - iv. To reject any bid without assigning any reasons.
 - v. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.

- vi. Seek the advice of external consultants to assist JVVNL in the evaluation or review of proposals.
- vii. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
- viii. Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.
- ix. Note: Direct or indirect canvassing on the part of the bidder or his representative would be a disqualification.

9.4 LACK OF COMPETITION

A situation may arise where, after evaluation of bids the tendering authority may end-up with one responsive bid only. In such a situation, the contract may be placed to that bidder by the tendering authority, provided the quoted price is reasonable.

9.5 General

9.5.1 The bidder can quote for one package or Two Package or all three Packages

9.5.2 Only one bid will be accepted against cost of specification paid. This specification is not transferable. The cost of specification will not be refunded under any circumstances.

9.5.3 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 JVVNL.

9.5.4 The JVVNL 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.

9.5.5 The fact of submission of bid to the JVVNL shall be deemed to constitute an agreement between the bidder and Discom whereby such bid shall remain open for acceptance by the JVVNL 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 JVVNL, he shall be bound by the terms of agreement constituted by his bid and such acceptance thereof by the JVVNL, until formal contract of the same bid has been executed between him and the JVVNL in replacement of such agreement.

9.5.6 The successful bidder will 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 Discoms may be taken, if satisfactory clarification is not furnished within the prescribed period.

9.5.7 JVVNL will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.

9.5.8 Telex, Telegraphic or Fax bids shall not be acceptable.

9.5.9 JVVNL reserves the right to:

- a. Amend the scope of the proposed contract.
- b. Reject or accept any bid.
- c. Cancel the bid process and reject all applications.
- d. Vary the area.
- e. JVVNL 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.

9.6 Non conformity, errors, and omissions

Provided that the Technical Proposal is responsive, the Purchaser will correct arithmetical errors during evaluation of Price Proposals on the following basis:

1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Discom there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

3. If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (1) and (2) above.

1. If there is a discrepancy between percentage and figures related to various taxes or levies, the percentage shall prevail over figure mentioned. However, where the amount expressed in percentage is related to an arithmetic error, the amount in figures shall prevail subject to (1) and (2) above. It should also be noted that at time of payment against, the prevailing tax/levy rates will be used as on the date of approval of payment

- Except as provided in sub-clauses (1) to (3) herein above, the Purchaser shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.
- If the bidder does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

SECTION-II TERMS & CONDITIONS

The Terms and Conditions of the contract shall prevail and shall be binding on the Agency and any change or variation expressed or impressed howsoever made shall be in operative unless expressly sanction by the JVVNL / AVVNL /JDVVNL. The Bidder shall be deemed to have fully informed himself and to have specific knowledge of the provisions under terms and Conditions of this specification mentioned hereunder:

1. DEFINITION OF TERMS:

- 1.1. In constructing these general conditions and the annexed specification, the following words shall have the meaning here in assigned to them unless there is anything in the subject of context in consistent with such construction.
- 1.2. DISCOM shall means the power distribution companies viz. JVVNL / AVVNL /JDVVNL.
- 1.3. The “JVVNL / AVVNL / JDVVNL” shall mean the JAIPUR / AJMER / JODHPUR VIDYUT VITRAN NIGAM LIMITED represented by Chairman/Managing Director and shall include their legal personal representative, successors and assignees. The “Customer” or “Owner” or “Purchaser” shall mean “JVVNL / AVVNL / JDVVNL ” (Discom).
- 1.4. The “Tenderer”/ “Bidder” shall mean and include one or more persons or any firm or any company or body in corporate who has submitted the tender in response to “Invitation of Tender”.
- 1.5. The “Agency”/“Vendor”/ “Contractor” shall mean the tenderer who’s tender has been accepted by the “JVVNL / AVVNL / JDVVNL” and shall include the tenderer heirs, legal representative, successors and assignees approved by the purchaser.
- 1.6. The “Chairman/Managing Director” shall mean the Chairman/Managing Director, JVVNL / AVVNL /JDVVNL, Jaipur.
- 1.7. The “Engineer” shall mean the Chief Engineer, Dy. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, JVVNL / AVVNL /JDVVNL, Jaipur / Ajmer / Jodhpur or other Engineer or Officer for the time being or from time to time duly authorized and appointed in writing by the customer to act as engineer or Inspector for the purpose of the contract. In case where no such engineer has been so appointed, the word “Engineer” shall mean the JVVNL/ AVVNL /JDVVNL or his duly authorized representative.
- 1.8. “Works” mean and include the work or works to be done by the contractor under the contract.
- 1.9. The “Contract” shall mean and include the following:
 - i. Invitation of tender
 - ii. Complete Tender document including its amendments if any.
 - iii. Bid submitted by bidder.
 - iv. Earnest Money Deposit.
 - v. Letter of Intent and it’s acknowledgement.

- vi. Security Deposit/Guarantee.
 - vii. Formal Work order.
 - viii. Addenda that may hereafter be issued by the purchaser to the contractor in the form of letter and covering letters and schedule of prices as agreed between the contractor and the purchaser.
 - ix. The agreements to be entered as per Tender Document.
- 1.10. The “Specification” shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.
 - 1.11. The Month shall mean, English calendar month i.e. period of 31/30 days and week shall mean a period of 7 days.
 - 1.12. The “Site” shall mean the place or places named in the contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.
 - 1.13. “Letter of Intent” shall mean the customer’s letter conveying his acceptance of the tender subject to such reservations as may have been stated therein.
 - 1.14. The “Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.
 - 1.15. Formal work order shall mean the customer’s letter which may be issued in the way of letter of intent containing detailed terms and conditions of the work and such other particulars which the customer may like to convey to the contractor pending execution of a formal written agreement.
 - 1.16. “Writing” shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
 - 1.17. The Work “Codes” shall mean the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made there under applicable in the State of Rajasthan on the date of letter of intent with such special modification thereof as may be specially stipulated by competent State Authorities i.e. Chief Electrical Inspector of Rajasthan.
 - 1.18. Works importing “PERSON” shall include firms, Companies, Corporations and other bodies whether incorporated or not.
 - 1.19. Words importing the singular only shall also include the plural and vice version where the context requires.
 - 1.20. Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897).
2. **CONTRACT:** After the completion of bidding process Discom will issue Letter of Award to the successful bidder. A contract shall be entered into between Discom and the successful bidder.

3. **CONTRACT VALUE:** Contract Value shall be termed as total order value .
4. **CONTRACT PERIOD:** The contract period shall be initially for a period of 3 years from the date of award of contract. The contract period shall be extendable for further 2 years on mutually agreed conditions..
5. **IMPLEMENTATION PERIOD:** The implementation period of project as defined in this document.
6. **TERMINATION OF CONTRACT:** If the services of the vendor are not as per the work award in three consecutive months excluding the implementation period than Discoms will have liberty to terminate the project.
7. **FALL BACK ARRANGEMENT:** In the event of failure of the Agency to full fill its obligations, duties and responsibilities as per the agreement terms, Discoms shall **interalia** have the right, at any time to resort to fall back arrangement. Under this plan Discoms shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient, the Agency shall pay the difference to Discoms failing which Discoms shall have right to recover the sum through legal or other means.

The Discoms shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other agency as it may deem fit and no claim of Agency for compensation in this respect shall be entered.

The Discoms shall have the right in such circumstances to blacklist/barred/disqualify the agency from submission of Bid to the NIGAM at least for one year.

8. **HANDING OVER ON TERMINATION/ PROJECT COMPLITION:** The contract agreement shall require the agency to cooperate in handing back the records, database backup and documents etc in good working order to respective Discom after termination of agreement.

Upon termination of the agreement, the agency's authority to act in the area shall immediately cease. In order to smoothen the handing over process and not hampering the work, Respective Discom shall arrange to award the contract to other firm or may execute the work departmentally at-least 3 months before expiry of this contract, the agency/DISCOMs staff may require to work along with the new agency for remaining period of contract to understand the process by new agency.

9. **SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE:**

- 9.1. A Security Deposit cum Performance Bank Guarantee equivalent to 5% (Five percent) of annual contract value of each package shall be provided by the successful bidder within 15 days of receipt of work order, in cash or by crossed Bank Draft or by way of Bank Guarantee from any scheduled Bank in the prescribed proforma. The BG shall be valid for three months in addition to the entire contract period. In case if the successful bidder provides a BG for shorter duration (not less than 12 months) then it would be the sole responsibility of the

successful bidder to get the BG extended well in advance to maintain the validity time. JVVNL may invoke the BG without giving any information if validity of BG expires.

- 9.2. The Bank guarantee must be from any Nationalized/Scheduled Bank having a branch at Discom HQ. The vendor may furnish Bank Guarantee on stamp paper of native state provided the vendor shall furnish a certificate of Banker that the stamp duty has been paid as per prevailing rules of that state.

10. CONTRACTOR TO INFORM HIMSELF FULLY

The Contract shall be considered to have come into force from the date of the issue of work award. The contractor shall be deemed to have carefully examined the General Conditions, specifications and schedules also to have satisfied himself as the nature and character of the work to be executed and where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the owner or the Engineer shall not be in any way relieve the contractor from his responsibility for the supplying of the hardware, software and other equipment and executing the work in terms of the contract including all details and incidental works and supply all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection and safe and efficient working of the equipment if he has any doubt as to the meaning of any portion of the general and any special conditions of contract and specifications, he shall before offering his bid proposal, set-forth the particulars thereof and submit them to the Engineer in writing in order that such doubt, misunderstanding, misconceptions, whatsoever could be allied.

11. CONTRACT DOCUMENTS

The order placed under this specification shall be governed by the terms and conditions as incorporated in this Specification and as given in the detailed work order and its annexure(s). The terms and conditions as specified in this section if differ from the terms indicated in the detailed work order and its annexure(s) the latter shall prevail. The contract shall for all purposes be construed according to the Laws of India and subject to jurisdiction of Rajasthan Courts only. For the due fulfilment of the contract, the contractor shall execute an agreement in the prescribed form on Rajasthan State Non-judicial stamp paper bearing stamp duty as applicable. The expenses of completing and stamping the contract agreement shall be borne by the Contractor. Such agreement shall be executed and signed by the competent authority of the contractor on each page thereof. The original copy is only to be executed on the stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement form along with the contract documents together with a "Power of Attorney" in favour of the Executants shall be required to be returned to the owner within a period of 15 days from the receipt of order duly signed on each page. One copy of the executed agreement duly signed by the purchaser/owner shall be sent to the supplier for his reference. The contract documents shall mean and include the following:

- 11.1 Contract agreement along with letter of Intent.
- 11.2 Work order and its Annexure.

- 11.3 Complete specifications.
- 11.4 Bid proposal form and its schedules including price schedule and completion schedules.
- 11.5 Power of Attorney in favor of the signatory.

12. CHANGE OF QUANTITY

The owner reserves the right to increase or decrease the quantities of items as specified in the accompanying technical specifications as may be necessary, at the time of award of contract or during the execution of the contract. Any item can be deleted in total, if not required during execution.

13. GIFTS AND COMMISSIONS ETC.

Any gift, commission, or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall be, in addition to any criminal liability which it may incur, subject of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

14. COMPLIANCE OF LABOUR LEGISLATION:

The tenderer shall discharge its liability of employer/ contractor in respect of personnel to be engaged for service, as said out in EPF and MP Act, 1952 ESI Act, 1948 (in ESI implemented area), **workmen's** compensation act, 1923 (in non ESI implemented area) contract labour (R&A) Act, 1970, Payment of Wages Act, 1936, Minimum Wags Act, 1948 etc. The tenderer is required to get separate code under the provision of EPF and ESI Acts, if not already taken and deposit the employer's contribution along with employee subscription, as per rule and submit copy of challans at the time of claiming payment, failing which an amount equivalent to employer's contribution and employees subscription shall be deducted from his each bill and deposited with the concerned authorities. The tenderer shall be solely responsible for any consequences arising out of breach of any legislation.

The contractor shall deploy **Skilled / Highly Skilled manpower** with necessary qualifications and experience as mentioned in the specification. Contractor shall pay salaries / wages to the manpower deployed through cheque/online transfer and submit Circle wise, Division wise Sub Division wise and Employee wise salary statement with all details such as Basic, DA, Conveyance, Bonus, EPF, ESI, PT, TDS, Net Salary etc. Payment of wages / salaries paid in cash is strictly not allowed.

Accounts Officer of respective circle shall ensure strict compliance of the labour law, minimum wages, Accidental Insurance, Workman compensation, EPF and ESI etc. Accounts Officer shall verify and certify the monthly Circle wise, Division wise Sub Division wise and Employee wise salary statement for release of payments to Contractor

15. **SAFETY OF SYSTEM:** The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of hardware, software, documents, data and other documents and records transferred to it and developed later. These documents and records shall be maintained in updated condition and handed over back to Discoms in good working order on completion of the contract or time to time as per scope of works as and when required by the Discoms. Agency shall make well to Discom any loss suffered by it due to default of the agency in this respect.
16. **INSURANCE:** The agency at his cost shall arrange, secure and maintain all insurance (equipments) as pertinent to the works and obligatory in terms of law to protect its interest and interest of Discom against all perils. The validity of insurance shall be till expiry of contract
17. **REMEDY ON AGENCY'S FAILURE TO INSURANCE:** If the Agency fails to effect and keep in force insurance referred to in clause 16 hereof or any other insurance which he may be required to effect under the terms of contract then the respective Discom may effect and keep in force any such insurance and pay such premium(s) as may be necessary for that purpose and from time to time deduct the amount so paid by the Discom as aforesaid from any money due or which may become due to the Agency or recover the same as debt from the Agency.
18. **LIABILITY FOR ACCIDENTS AND DAMAGES:**
- 18.1. The Agency shall be liable for and shall indemnify the DISCOM in respect of all injury to person or damage to property resulting from the negligence of the Agency or his workman or from defective work but not from any other cause.
- 18.2. Provided that the Agency shall not be liable for any loss or profit or loss of Contract or any other claim made against the DISCOM not already provided for in the contract, not for any injury or damage caused by or arising from the acts of the DISCOM or of any other person or due to circumstances over which the agency has no control, not shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.
- 18.3. The Agency will indemnify and save harmless the DISCOM against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the DISCOM or his employees) suffered prior to the date when the work shall have been taken over hereof by persons employed by the agency on the work, whether at common law or under the workman's compensation Act-1923 or any other statute in force at the date of contract relating to the question of the liability of employees for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurances to over such indemnity.
- 18.4. The agency shall insure against such liabilities with an insurer approved by the Engineer and shall continue such insurance, during the whole of the time that any person(s) are employed by him on the works and shall when required produce to the

Chief Engineer, Jaipur and concerned Superintending Engineer (O&M) such policy of insurance and the receipt for payment of the current premium.

- 19. MAINTENANCE OF FACILITIES AND PERSONNEL:** The Agency shall maintain all requisite facilities independently / separately for all the three packages of its own as required to carry out the work as per the specification.
- 19.1. The Agency shall provide and maintain a controlling office with requisite infrastructure at Discom HQ with proper staff & facilities like telephone with fax, mobile phone, Internet etc. and shall remain open at all reasonable hours to receive communications.
- 19.2. **PERSONNEL:** The Agency shall maintain supervisory and other personnel for efficient management of the work under contract. However this contract is on service model, agency shall be responsible for smooth & timely execution of work by appointing sufficient number of manpower.
- 19.2.1. Manager or an alternate shall be available for communication during all business hours.
- 19.2.2. Agency shall not change the Manager/nodal officer, frequently.
- 19.2.3. Agency shall immediately inform DISCOM about any change of personnel/contact numbers through Email/ post.
- 19.2.4. Agency shall issue identification cards to all its personnel engaged in the work under the contract. The identification card duly signed by Sr. Manager of the agency shall be consisting of Resume and photograph of the concerned personnel along with name and logo of the agency. Concerned circle Superintending Engineer (O&M) after countersigning these identification cards will return the same to the agency for distribution to the concerned personnel. The identification cards shall be handed over to the concerned Superintending Engineer (O&M) after the completion of work under the contract.
- 19.2.5. For support, maintenance and complaint resolution, there shall be 2 persons available at Discom DC for the period 8 AM to 8 PM. One dedicated telephone number will be given for complaint booking for 8 AM to 8 PM.
- 19.3. **NODAL OFFICER FOR EXECUTION OF PROJECT:** After award of contract to interact between the field offices and agency, Discom shall appoint a Nodal Officer if required. Similarly, the agency shall communicate the name of the authorized person(s) that would act as a Nodal Officer(s) from its side.
- 20. AGENCY'S RIGHTS:** The agency will be given rights to operate in the area during the agreement period for carrying out the work, which shall cease to exist on completion of the said period or on termination of the contract.
- 21. CONTRACT AGREEMENT:**

- 21.1. The agency will have to enter into an agreement with respective DISCOM to be known as “Contract Agreement” setting out all terms, and conditions including those mentioned in this terms & conditions for the proposed work.
- 21.2. The agreement shall set out specific events of default that will entitle the innocent party to terminate the agreement. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.
- 21.3. The agreement can however be otherwise terminated by either party by giving six-month notice and on terms to be mutually agreed which may include payment of suitable compensation for losses suffered by the other party due to such termination. These terms shall be included in the Contract Agreement.
- 21.4. Agency shall indemnify Discom against any claims, demands, costs and expenses whatsoever which may be made against it, because of failure of the Agency or its representatives in the performance of their duties and negligence, any accident or injury to any person.

22. PAYMENT TERMS

22.1. Invoicing

Bill of last month should be submitted upto 7th day of every month.

The agency has to submit a Discom wise monthly invoice to the designated officer of the respective Nigam to be intimated in work order in triplicate for the entire area of the scope on rates indicated in the Work Award. The invoice has to be raised for the quantity of links actively running during the calendar month.

The system generated report from the SLA tool indicating the uptime of the system has to be attached in support of the quantities claimed in the invoice.

22.2. Certification

The designated officer of the Nigam shall verify and certify the invoice through system generated reports, the vendor shall provide an interface for verification of the invoice in the software to facilitate the verification authority to compute the link uptime and amount of applicable penalty

22.3. Payment

100% invoice payment after deducting penalties if any shall be made within 30 days from the date of verification of the Invoice. Payment shall be made by Sr Accounts Officer(CPC) Jaipur Discom.

23. PENALTIES

23.1 Delay in Delivery:

If the supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to as under:

Type of connectivity	Rate of Penalty	Maximum Penalty
Data Center/DR links	Rs. 500 per day of delayed period	Maximum upto Rs. 15,000.
Other/Remote Offices	Rs. 200 per day of delayed period	Maximum upto Rs. 6,000.

23.2 Penalty against SLA:

DC/DR locations :

No penalty for more than 99% uptime.

10% penalty of monthly bills for below 99% uptime and up to 90% availability of service.

15% penalty of monthly bill amount for availability of service below 90%.

Remote Locations:

No penalty for more than 95% uptime.

5% penalty of monthly bills for up to 90% availability of service.

10% penalty of monthly bill amount for availability of service below 90%.

These penalties shall be calculated on the basis of SLA tool data. The uptime shall be measured on 24 hrs basis.

24. IMPLEMENTATION AND ROLLOUT SCHEDULE

1. Data Center:

a) Primary link with required hardware/software within 21 days from the date of issue of PO.

b) Secondary link within 45 days from the date of issue of PO

2. Remote Offices: Entire primary and secondary links shall be commissioned within 90 days from the date of issue of PO.

Where Layer 2 switches & other devices are already installed, vendor may use them as per requirement of network.

25. **GOVERNING LAWS AND JURISDICTION:** the Indian Law shall govern the agreement. Only appropriate courts in Jaipur shall have exclusive Court Jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.
26. **JURISDICTION FOR LEGAL PROCEEDINGS:** The contract shall be governed by the laws of India for the time being in force and be subject to the court of competent jurisdiction at JAIPUR CITY (RAJASTHAN) INDIA. All disputes, differences questions whatsoever arising between the JVVNL and the agency upon or in relation to or in connection with the contracts shall be deemed to have arisen at JAIPUR CITY only and no court other than court at Jaipur, Rajasthan shall have jurisdiction to entertain or try the same.
27. **SETTLEMENT OF DISPUTES:** In any time any question, dispute or difference what so ever which may arise between JVVNL and the agency, the same shall be decided by CMD/MD of respective Discom , or by the settlement committee constituted by him and shall be final and binding on both the parties.
- The Discoms have constituted settlement committee to settle the disputed cases. For the disputed amount up to Rs. 3.00 Lac the case may be referred to the CE level settlement committee and if the disputed amount is more than Rs. 3.00 Lac the case shall be referred to the corporate level settlement committee. The non-refundable fees for referring the case to the settlement committee are as given below or prescribed time to time:
- 27.1. Reference fee for CE level settlement committee - Rs. 500/-
- 27.2. Reference fee for corporate level settlement committee-Rs. 3000/-
- 27.3. Fee for review of cases by corporate level settlement committee- Rs. 5000/-
- 27.4. The settlement committee fees as shown above or prevailing at that time shall be deposited in cash with the concerned AO.
28. **CONDUCT OF AGENCY'S STAFF:** If any of the Agency's employees shall in the opinion of Discom is guilty of any misconduct or incompetence or negligence, then if so directed by Discom, the Agency shall at once remove such employee and replace him by a qualified and competent substitute.
29. **LIEN:** In case of any lien or claim pertaining to the work and responsibility of the agency for which Discom might become liable, it shall have right to recover such claim amount from the agency.
30. **TENDER FORMS AND ACCEPTANCE OF TENDER:** Each tenderer must prepare and submit his tender strictly according to the procedure laid down in the instructions to tenderer annexed herewith.
31. **FORCE MAJEURE CONDITIONS:** If at any time during the currency of the contract the performance in whole or in part be prevented or delayed by reason of any war hostility acts of public enemy, civil commotion, sabotage, fire floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of god (hereinafter referred to as Events) then provided Notice and adequate proof of the production/dispatch having suffered on account of these

events is given within 21 days from the date of occurrence thereof the provision of penalty Clause of this specification shall not be invoked by the purchaser provided further that the deliveries under the contract shall be resumed, as soon as practicable after such event (s) has ceased to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that in case the strike/lockout prolongs beyond a period of seven days, the supplier shall immediately inform about to the purchaser in which case the purchaser reserves the right to procure the material equipment on order or part thereof from any other source at the risk and cost of the supplier.

32. COMPLETENESS OF CONTRACT: The contract shall be considered completed on termination of the contract period after full handing over of data, documents or material and clearing all dues towards the agency.

33. INSPECTIONS AND TESTING:

The following clauses shall be applicable as per the requirement of this tender

33.1. Before commencement of operation, Discom, shall verify the infrastructure and equipment's as per the contract terms and specification subsequent to intimation by the agency.

33.2. The vendor shall arrange proof of concept with primary link and at least 15 remote locations before final roll out.

33.3. The agency has to arrange demonstration / Testing of system ascertaining compliances of various features of system or the entire solutions provided by it before deployment and incorporate requirements of Discom pertaining to work.

34. SERVICE TAX /GST: The applicable Service Tax/ GST at the applicable rates shall be paid in addition to the base rate quoted.

35. SUSPENSIONS OF WORKS: The purchaser shall not be liable to pay the contractor any compensation whatsoever arising from suspension or for idle labour.

36. DEATH BANKRUPTCY ETC.:

36.1. If the contractor shall die or dissolve or commit any act or bankruptcy or being a corporation commence to be wound up except for reconstruction purpose or carry on hits, business under a receiver, the executors successors, or other representatives in law of the state of the contractor or any such receiver, Liquidator, or any persons to whom to the contract may become vested shall forth-with given notice thereof in writing to the purchaser and shall for one (1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the contractor subject to his or their providing such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining relieve unexecuted provided however that nothing above said shall be deemed to relieve the contractor or his successors of his or other their obligations under the contract under any circumstances. In the event of stoppage of the work the period of

the option under this clause shall be seven (7) days only. Provided that, should the above option be not exercised, the contract may be terminated by the purchaser by notice in writing to the contractor and the same power and provisions reserved to the purchaser in the event of taking the work out of the contractor's hand's shall immediately become operative.

- 36.2. Change of name of the tenderer/supplier at any stage after tendering, the purchaser shall deal with the contractor only in the name and at the address under which he has submitted the tender. All the liabilities/responsibilities for due execution of the contract and if in circumstances he shall be relieved of any obligation under the contract. The purchaser may, however at his description deal with Agents/Representatives/Distributors/ Manufacturers/Associates Principals/ Sister Concerns and such dealing shall not absolve the supplier(s) from his responsibilities/obligations/liabilities so the purchaser under the contract. Any change/alteration of name/constitution/organization of the supplier shall be duly notified to the purchaser, and the purchaser reserves the right to determine, the contract, in case of any such notification in the event of such determination the purchaser may effect the purchase of the material not supplied from elsewhere at the risk and cost of the tenderer/supplier.

37. GUARANTEE:

This contract is on service model hence the entire System should be guaranteed for satisfactory operation and good workmanship at least for initial period of 3 years from the date of work order. During the period of contract all the supply, operate, repair, replacement, maintenance cost of entire system shall be borne by contractor. Successful tenderer shall furnish documents related to the hardware and license certificates of the standard software an undertaking for the above, as well as all the related documents of the custom software. The guarantee in this respect shall be deemed extended in case the contract is renewed or extended for further period.

- 38. RULES & REGULATIONS:** The job shall be carried out as per the Discoms rules & regulations which may be modified by Discom from time to time and would be intimated to the Agency for incorporating the same.

The Agency will also follow the labour regulations and the directions of Government and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time.

- 39. FAILURE TO EXECUTE THE CONTRACT:** Suppliers failing to execute the order placed on them to the satisfaction of JVVNL under terms and conditions set forth therein, will be liable to make good the loss sustained by the Nigam, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Liquidated Damages and forfeiture of security deposit.

40. **NON-ASSIGNMENT:** - The supplier shall not assign or transfer the contract or any part thereof to any agency/ personal during the contract period.
41. **EFFECTING RECOVERIES:** Any loss, arising due to non-fulfilment of this contract or any other contract, will be recovered from the Security & Performance Deposit/ Guarantees held and or any other amount due to the supplier from the Nigam from this Contract as well as from other contracts.
42. **ACCEPTANCE OF CONTRACT:** The successful bidder will be forwarded two sets of work order, two of which will be signed (each page) by him/his authorized representative in token of his accepting the contract and returned to the authority placing the order within 15 days of its issue, failing which, his EMD is liable to be forfeited.
43. **REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS:**
Notwithstanding anything contained in the liquidated damages clause when the whole or part of the materials are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within 72 hours from the time of intimation of defect/damage either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced free of cost within 72 hours from the date of receipt of the intimation from the purchaser of such defects or damages. If the defects or damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages as per liquidated damages clause given above, for the delay in rectification/replacement of the defects or damages.
44. **CLIMATIC CONDITIONS:** The system are for use in various geographical area of respective DISCOMs and should be satisfactory for operation under tropical conditions of Rajasthan and shall be able to maintain the desired output and withstand a wide range of temperature & climatic experience in the area under scope.
- 44.1 The ambient temperature will be within the range of + 0 Degree Centigrade to + 55 Degree Centigrade.
- 44.2 The altitude will be less than 500 metres.
- 44.3 The maximum & minimum atmospheric humidity will be in the range of 95% & 10 % respectively.
- 44.4 Average Number of thunderstorm days per annum is 65.
- 44.5 Average Number of dust storm days per annum is 15.
- 44.6 Average Number of rainy days per annum is 65.
- 44.7 Average annual rainfall is 100 cm.

The climatic conditions are prone to wide variation in ambient condition and equipment's offered under this specification shall be suitable for installation at any of the location in the area of respective DISCOM.

SECTION –III PART-I Qualification Requirements

INTRODUCTION: This section covers the minimum requirement with respect to experience, capability and other particulars of the Bidder to be considered eligible for participation in the bid for the proposed work. The BIDDER shall become eligible to bid on satisfying the following “BID QUALIFICATION REQUIREMENTS” and on production of the required documentary evidences along with the Tender.

- i. The bidder must possess the following requirements. It is clarified that the offer of those bidders who do not qualify the following requirements shall not be entertained and the same shall be considered as disqualified. It is also intimated that merely meeting the following requirements does not indicate that the bidders shall be short listed for opening of financial bid.
- ii. The short listing shall be made considering all the technical parameters furnished by the bidder along with the technical offer.
- iii. Qualification will be assessed upon meeting all the minimum criteria regarding the applicant’s general and particular experience, personnel capabilities, infrastructure availability, financial position, system proposed, methodology and plans to be adopted as detailed in the Bidder’s response to Technical Offer.
- iv. Merely on the basis of qualifying the requirements according to this section does not mean that the bidder is short listed / qualified for , opening of financial offer.
- v. No deviation in the Qualification requirement shall be considered or allowed in any case.
- vi. Proposals may be submitted by an individual firm or joint ventures as one of the following:
 - a) A single firm, which meets all the requirements, mentioned above.
 - b) A joint venture/ consortium of upto two firms shall meet the requirements indicated above so that they jointly meet the requirements.

The figures of annual turnovers for joint venture partners shall be added together to determine their financial capability.

If the bidder forms a Consortium, the relevant figures shall be provided for each of the partners and total of these figures added together shall be considered to arrive at the Consortium’s capacity and capability. The bid shall be signed so as to legally bind all members indicating the role and responsibility of lead member and Consortium member. A copy of the consortium agreement on Non judicial stamp paper duly registered with sub registrar office of appropriate value satisfying the above conditions shall be submitted with the bid indicating role and duties of each consortium member.

The lead member of the consortium will be designated who shall be in-charge. He shall have due authorization with a power of attorney on non-judicial stamp paper, and shall be submitted with the bid from the Consortium members. The lead member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all Consortium members for the entire execution of the job and dealing shall be done exclusively with the lead member-in-charge. He shall also be authorized to receive payments on behalf of all members.

- vii. In case of successful bidder, the agreement shall be signed so as to be legally binding on all members of the consortium. All members of the consortium shall, however, be liable jointly and severally for execution of the job and fulfilling the terms and conditions of the agreement.
- viii. No Consortium shall be considered as valid unless each member has specific segregation of duties.

S.No.	Criteria	Supporting Documents Required
1	Proposals shall be submitted by an individual Bidder or through consortium.	Self-Declaration/ Consortium agreement
2	This invitation for bidders is open to all Indian valid Category "A" ISP / unified license from Govt. of India or Any Telecom company having its operation in India. Bids can also be submitted by Consortium of both having adequate experience.	Certificate of Incorporation, MOU, AOA and other relevant certificate to substantiate the same.
3	The bidder should have not been blacklisted, banned or debarred from participation in Discom Tenders. And Has not been terminated or suspended from work under any contract with a government department of India and their performance guarantee/ security forfeited due to violation of terms.	Self-Declaration
4	The bidder should be operational with Category Class A ISP License / Unified license or valid National telecom license from at least past Seven Years.	Proof of Work Orders/Performance Certificates to be submitted.
5	The bidder must have its Support office in Jaipur.	Self-Declaration

NOTE:- In case of non-furnishing of requisite document along with the bid the bid will be considered as non-responsive and bid will be summarily rejected.

SECTION –III PART-II Detailed Scope of Work

Rajasthan Discoms are engaged in distribution and supply of electricity in 31 districts of Rajasthan divided in jurisdiction of 3 Discom as under

S.No.	Name of Discom	Zonal Offices	O&M Circles	Approximate count of offices
1.	Jaipur Discom	3 Nos. : Jaipur, Bharatpur and Kota	13 Circles: Jaipur, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, Sawai Madhopur, Tonk and Karauli.	304
2.	Jodhpur Discom	3 Nos. : Jodhpur, Bikaner and Barmer	Hanumangarh, Sri ganganagar, Churu, Jodhpur city circle, Jodhpur district circle, Pali, Sirohi, Barmer, Jaisalmer, Jalore, Bikaner District, Bikaner	254
3.	Ajmer Discom	3 Nos. : Ajmer, Udaipur, and Jhunjhunu	Ajmer Distt, Bhilwara, Nagaur, Ajmer, Sikar, Jhunjhunu, Udaipur, Rajasamand, Banswara Chittorgarh, Dungarpur, Pratapgarh	297

Discom is looking for an Indian Class A ISP or Telecom Service Provider to provide connectivity for Discom existing WAN network connect at both DC & DR. The connectivity shall be free from use of any router/Layer 2 switches etc. Also the user of Discom shall be able to work on any time anywhere basis without requirement of any extra hardware.

The bidder shall procure and supply all Network components (Active as well as passive), security system and software etc. as per requirements of the technical specification for the establishment of fully functional connectivity. No additional charges shall be paid for any capex item and to be provided within monthly price.

Discom is looking for bandwidth in following manner:

- A. Bidder has to provide 155 mbps dedicated Internet lease line preferably from BSNL* as primary link at Discom DC at Jaipur and 45 mbps dedicated Internet lease line as secondary link at Discom DC at Jaipur from any other service provider different from BSNL/primary Link provider.

*JVVNL DC is already connected with BSNL over OFC.

- B. Bidder has to provide 25 mbps dedicated Internet lease line preferably from BSNL as primary link at Discom DR at Jodhpur and 10 mbps dedicated Internet lease line as secondary link at Discom DR at Jodhpur from any other service provider different from primary Link provider. Further Upon the request of Discom provider will upgrade these links within maximum two weeks of time for the required period. The payment of extended bandwidth shall be paid in proportion to the original bandwidth charges.
- C. Bidder has to provide 5 mbps separate point to point leased line connectivity between Jaipur DC and Jodhpur DR sites.
- D. There are approximately 810 Discom offices (listed attached at Annexure-A)in the state of Rajasthan where Bidder has to provide connectivity in following manner:
 - a) Primary Link - Minimum 2mbps connectivity on all remote locations.
 - b) Secondary Link - Minimum 1mbps connectivity on all remote locations.
 - c) The primary connectivity may be on copper/Fiber/Radio of BSNL/MTNL network and secondary should be on wireless/4G dongle etc. connectivity medium from different service provider.
- E. The solution will be built to incorporate any open standard protocol available for security and monitoring the network. The network should support seamless transformation and integration of protocols.
- F. Bidder has to provide SLA tool to monitor and capture monitored data for quality of service measurement.
- G. Bidder will supply, install and configure VPN access server in the Discom DC/DR for providing connectivity along with the client side application for all other Discom offices.
- H. Bidder has to quickly deploy the entire connectivity within timely manner.

Statutory permissions: All such permissions to establish connectivity at all location will be arranged by bidder. Authorization and authentication shall be provided by discom to obtain such permissions.

Maintenance & Support:

For support, maintenance and complaint resolution, there shall be 2 persons available at Discom HQ for the period 8 AM to 8 PM. One dedicated telephone number will be given for complaint booking for 8 AM to 8 PM.

ISP shall provide required number of IP address to run in discom DC, which will help in switching over at the down times in any one circuit.

Implementation schedule:

The implementation schedules of various circuits/connectivity shall be as under:

Type of Links	Primary	Secondary
Data Center/DR Links	with required hardware/software within 21 days from the date of issue of PO	within 45 days from the date of issue of PO
Remote Offices	Entire primary links shall be commissioned within 90 days from the date of issue of PO	Entire secondary links shall be commissioned within 90 days from the date of issue of PO

Layer 2 switches & other devices are already installed, vendor may use them as per requirement of network.

SECTION –IV-A TECHNO-COMMERCIAL OFFER

TECHNICAL OFFER TO BE FURNISHED BY THE BIDDER ON THE COVER LETTER

To be submitted complete with all enclosures.

**The Superintending Engineer (IT)
Jaipur Vidyut Vitran Nigam Limited
Old Power House Premises
Near Ram Mandir, Banipark
Jaipur-302 006**

SUB: TECHNICAL OFFER FOR THE WORK OF “TO DEVELOP WAN (WIDE AREA NETWORK) IN DISCOMS WITH CONNECTIVITY IN VPN” AGAINST TN-56.

Dear Sir,

We have submitted our technical offer for work of “**TO DEVELOP WAN (WIDE AREA NETWORK) IN DISCOMS WITH CONNECTIVITY IN VPN**” spread across Jaipur DISCOM” against TN-56.

We are submitting our proposals for with complete set of enclosures.

We agree for execution of tendered work

We also agree that:

- 1) The prices as mentioned in BOQ.
- 2) The prices quoted are valid for a period of 120 days from the date of opening of “Techno-Commercial bids” or 90 days from the date of opening of “Price Bids” whichever is later
- 3) The quoted / agreed prices are inclusive of the following charges:
 - Enclose details of taxes included in the prices
- 4) We also understand that the quantities mentioned in the price schedule shall be meant for bid evaluation; however payment shall be made us on the basis of actual work.
- 5) We have noted the standard terms of payment and undertake to abide by the same.
- 6) We understand that conditional offers are likely to be rejected
- 7) The execution of work shall strictly be in accordance with work completion schedule as given by us. In case we fail to complete the work as indicated therein we shall pay penalty as per “Delay in Completion” clause of the specification.
- 8) The material supplied by us shall conform your specification
- 9) We confirm that we agree to adhere to all the commercial terms and conditions as well as the technical stipulation of your specification and there is no deviation. Such acceptance has also been confirmed in prescribed schedules.

- 10) We confirm that we are qualified for bidding in terms of Qualification Requirements specified in the bidding documents and have submitted the requisite qualification Certificate & data / documents with the bid.
- 11) Until a formal contract is prepared and executed, this together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 12) We understand that the quantity mentioned in the financial schedule is just for evaluation purpose and except the fixed monthly charges all charges shall be paid on actual work basis.
- 13) We understand that JVVNL reserves the right to invite detailed proposals from any private entrepreneur-company; irrespective of the fact whether the company or entrepreneur has been pre-qualified.
- 14) We also understand that the JVVNL reserves the right to reject any or all of the bids without assigning any reason thereof.

We agree to abide by all the conditions governing the proposals and decisions of the JVVNL.

Enclosed:

1. Annexure 1: General profile of the bidder
2. Annexure 2: Organizational Capabilities
3. Annexure 3: Financial Details
4. Annexure 4: Experience summary
5. Annexure 5: Proposed System with approach & Methodology of execution
6. Annexure 6: Schedule of deviations (tech & commercial deviation)
7. Annexure 7: Confirmation of "No deviation" in technical / commercial terms and conditions of this tender
8. Annexure 8 : Project Implementation Plan
9. Annexure 9 : System Compliance sheet

Thanking you,

Yours faithfully,

Designation_____

Date:

SECTION –IV-B FINANCIAL OFFER

FINANCIAL OFFER

To,
The Superintending Engineer [IT]
Jaipur Vidyut Vitran Nigam Ltd.,
Old Power House Premises
Near Ram Mandir, JAIPUR-302 006.

SUB: Financial offer for the work of “TO DEVELOP WAN (WIDE AREA NETWORK) IN DISCOMS WITH CONNECTIVITY IN VPN” AGAINST TN-56.

Dear Sir,

We have procured the bid documents for the work of **“To develop WAN (Wide Area Network) in Discoms with connectivity in VPN” against TN-56**. We are submitting our financial proposal as hereunder:

S. No.	Location	Monthly Charges in INR (Incl. of all taxes) (A)	Approx. Qty (B)	Period Months (C)	Total Charges in INR(Incl. of all taxes) (AxBxC)
PACKAGE I : Jaipur Discom					
1	Data Center Jaipur - Primary Link (155 mbps)		1	60	
2	Data Center Jaipur - Secondary Link (45 mbps)		1	60	
3	Remote office – primary link (2 mbps)		290*	60	
4	Remote office – secondary link (1 mbps)		290*	60	
5	Operations & maintenance		1	60	
Total Package I Cost					

PACKAGE II : Jodhpur Discom					
1	DR Jodhpur- Primary Link (25 mbps)		1	60	
2	DR Jodhpur - Secondary Link(10 mbps)		1	60	
3	Point to Point leased line connectivity between DC & DR sites (5 mbps)		1	60	
4	Remote office – primary link (2 mbps)		245*	60	
5	Remote office – secondary link (1 mbps)		245*	60	
6	Operations & maintenance		1	60	
Total Package II Cost					
PACKAGE III : Ajmer Discom					
1	Remote office – primary link (2 mbps)		275*	60	
2	Remote office – secondary link (1 mbps)		275*	60	
3	Operations & maintenance		1	60	
Total Package III Cost					
TOTAL Charges					

*Actual quantity may vary

The rate of service tax included at the rate of% in the bid.

The quoted prices are inclusive of applicable service tax/GST any statutory variation and imposing new tax by government shall be on JVVNL account

The lowest bid shall be ascertained on the basis of prices quoted for individual package.

Name: _____

[Authorized Signatory]

ANNEXURE – 1: GENERAL PROFILE OF THE BIDDER

Kindly attach a copy of latest RoC to substantiate the information furnished against general profile of the bidder

Details	Responses
Full legal name of the firm	
Year of establishment	
Registered Office Address	
Address for Correspondence	
Telegraphic Address	
Authorized person(s) to be contacted	
Telephone number(s)	
Email id	
Fax number	
Names and Addresses of the Firm	
Type of the firm Private limited/Public limited/Government sector /other	
Whether registered under companies act or any other act	
Registration Number & Date	

ANNEXURE – 2: ORGANIZATIONAL CAPABILITIES

Particulars	Responses
Total number of permanent employees in the firm	
The bidder has more than 100+ permanent employees on the payroll of the firm for at least 1 year in past 60 months.	(Yes / No)
Field organization and resources to be deployed for the proposed job	
No. of Projects executed in Utilities in past 5-years.	

ANNEXURE – 3: FINANCIAL CAPABILITIES

S. No	Financial Year	Turn Over (in INR)	Reserve and Surplus (In INR)
1	FY 2013-2014		
2	FY 2014-2015		
3	FY 2015-2016		

Enclose audited Balance Sheets of the aforementioned FYs signed by chartered accountant.

ANNEXURE – 4: EXPERIENCE SUMMARY

Particulars	Experience (Write name of the clients here)
Give detailed write-up on experience / order executed	
Enclose copies of order so executed/orders in hand.	

ANNEXURE – 5: PROPOSED SYSTEM WITH APPROACH AND METHODOLOGY OF EXECUTION

- Provide details of complete system to be implemented along with all components
- Details of connectivity type /protocols
- Provide network schematic diagram showing all locations and components
- Details of hardware/software as under

S. NO	PARTICULARS	BRAND NAME / PRODUCT NAME	PRODUCT NUMBER / SPECIFICATION NUMBER	QUANTITY

ANNEXURE – 6: SCHEDULE OF DEVIATIONS

Technical Deviations

S. No	JVVNL'S specification clause	Deviation sought by the bidder
1		
2		
3		
4		
5		

Commercial Deviations

S. No	JVVNL'S specification clause	Deviation sought by the bidder
1		
2		
3		
4		
5		
6		
7		

**ANNEXURE – 7: CONFIRMATION OF “NO DEVIATION” IN TECHNICAL / COMMERCIAL TERMS AND
CONDITIONS OF THIS TENDER**

Bidder's Name & Address:

To

The Superintending Engineer (IT)
Jaipur Vidyut Vitran Nigam Limited
Old Power House Premises
Near Ram Mandir, Banipark
Jaipur-302 006

Dear Sirs,

Sub: Confirmation for “No Deviation” in Technical / Commercial terms & conditions of TN-56

We hereby confirm that there is no deviation in technical / commercial terms & conditions stipulated in the bidding documents and we agree to adhere the same strictly.

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

ANNEXURE – 8: PROJECT IMPLEMENTATION PLAN

The implementation schedule for the work of **“TO DEVELOP WAN (WIDE AREA NETWORK) IN DISCOMS WITH CONNECTIVITY IN VPN”** shall be as under:

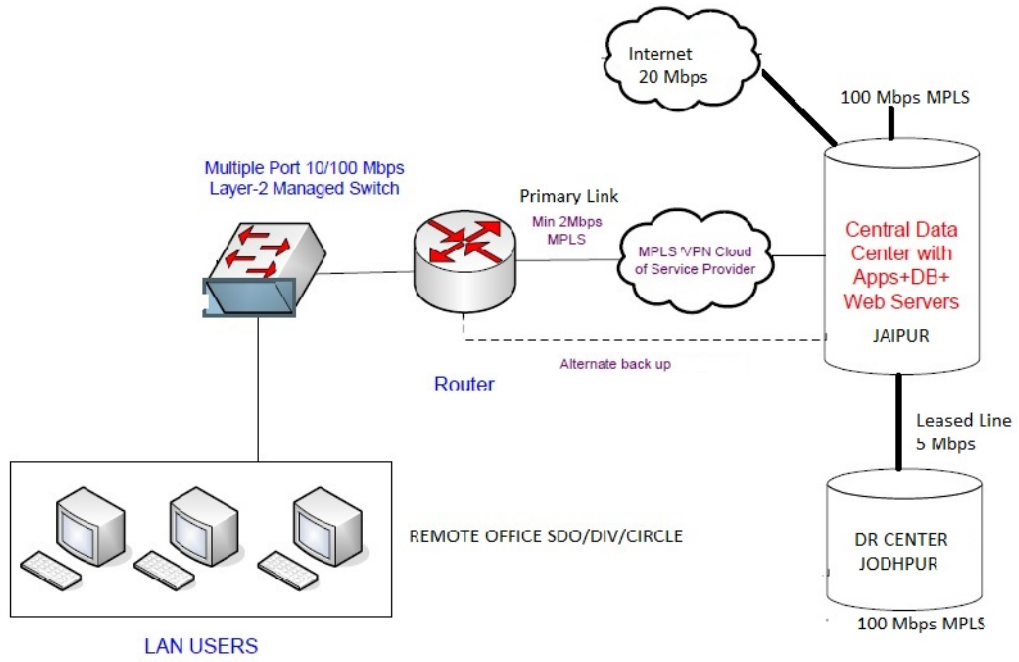
ANNEXURE-9 : SYSTEM COMPLIANCES SHEET

(To be furnished on Rs 100/- Stamp Paper)

**Affirmation of availability or non availability of all the features and functionalities provided at
Section III part in tabular formant has to be provided.**

ANNEXURE-10 : EXISTING NETWORK

EXISTING NETWORK CONNECTIVITY UNDER RAPDRP



Undertaking for various information furnished against TN 56

(To be furnished on Rs 100/- Stamp Paper)

Bidder's Name & Address:

To

The Superintending Engineer (IT)

Jaipur Vidyut Vitran Nigam Limited

Old Power House Premises

Near Ram Mandir, Banipark

Jaipur-302 006

Dear Sirs,

Sub: Undertaking for various information against TN 56

We hereby confirm that that all the information against all the schedules, Annexure (1-9) and all other Certificates etc. furnished are correct and if in future Discom discover that any information furnished is not true, same may lead to the rejection of bid or termination of contract.

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

ANNEXURE-A: TENTATIVE LIST OF OFFICES

OFFICES IN JVVNL	
OFFICE	QTY
SDO	189
DIVISIONS	46
CIRCLE	13
ZONE	3
CORPORATE OFFICE	10
STORES	13
OTHER OFFICES	30
TOTAL OFFICES	304

APPROX 290 LINKS

OFFICES IN AVVNL	
OFFICE	QTY
CALL CENTER	1
CORPORATE OFFICE	1
ZONAL OFFICE	3
CIRCLE OFFICE	12
DIVISION OFFICE	45
SUB DIVISION OFFICE	187
CIRCLE STORES	12
M&P OFFICES	12
VIGILANCE OFFICES	12
AO OFFICES	12
TOTAL OFFICES	297

APPROX 275 LINKS

OFFICES IN JDVVNL	
OFFICE	QTY
SUB DIVISION OFFICES	157
DIVISION OFFICES	39
CIRCLE OFFICE	13
ZONAL OFFICE	3
CORPORATE OFFICE	4
SR AO OFFICES (ZONE)	3
ACCOUNTS OFFICES	12
XEN (M&P) OFFICES	6
XEN CVS & CIRCLE VIGILANCE	15
INTERNAL AUDIT	1
XEN ENERGY AUDIT	1
TOTAL OFFICES	254

APPROX 245 LINKS