



**JAIPUR VIDYUT VITRAN
NIGAM LTD.**



Revised RFP TN-56

To develop and provide
connectivity between field
offices and data center in
Discoms

Purchaser: Jaipur Vidyut Vitran Nigam Ltd, Jaipur

On behalf of



Jaipur Vidyut Vitran Nigam Ltd (JVVNL), Jaipur



Ajmer Vidyut Vitran Nigam Ltd (AVVNL), Ajmer



Jodhpur Vidyut Vitran Nigam Ltd (JdVVNL), Jodhpur

**Office of the Superintending
Engineer (IT), JVVNL, Jaipur**

NOTICE INVITING TENDER

Reference No: TN-56

Jaipur Vidyut Vitran Nigam Ltd. [“JVNL”/ “Jaipur Discom”] invites bids from competent Agency on behalf of all three Discoms of Rajasthan i.e. Jaipur Discom, Jodhpur Discom [“Jodhpur Vidyut Vitaran Nigam Limited” / “JdVVNL”] and Ajmer Discom [“ Ajmer Vidyut Vitaran Nigam Limited” / “AVVNL”], collectively referred to as “Rajasthan Discoms” for work of **“To develop and provide connectivity between field offices and data center in Discoms”** across Rajasthan Discoms.

The contract period shall be initially for **three** years. The contract period may further be extended upto **two** years as per mutual agreement.

Mode of Bid Submission	Online through e-Procurement/e-Tendering system at http://eproc.rajasthan.gov.in
Tendering 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 Crs per annum per Package
Contact Persons	1) Sh. Anil Gupta, SE (IT) 2) Sh. Ravi Bhatia, XEN (IT) Office: 0141-2205412
Submission of Banker’s Cheque/ Demand Draft for Tender Document Fee , with AO(TW) in favour of AO(TW), JVNL, Jaipur (non-refundable), payable at Jaipur, Rajasthan	Rs. 5000/- before 19.01.2017 upto 2 PM
Submission Demand Draft for e-Tender Processing Fee with AO(TW) in favour of M.D, RISL payable at Jaipur (non-refundable)	Rs. 1000/- before 19.01.2017 upto 2 PM
Submission of Earnest Money Deposit (EMD) with AO(TW) in favour of AO(TW), JVNL, Jaipur in the form of Bank Guarantee (B.G.)	Rs. 10 lakhs before 19.01.2017 upto 2 PM
Publishing Date/Time	
Pre-Bid Meeting	-
Submission Date for Banker’s Cheque/ Demand Draft / BG for Tender Fee, EMD, and Processing Fee.	The deadline for submission of proof is Bid Submission Deadline. The Bidder can submit the proof before the deadline. The Bidder has to

	attach the scan of receipts with online bids.												
Bid submission Last Date/ Time	20.01.2017 upto 2 PM												
Date & Time of Opening of Technical Bids	20.01.2017 at 3 PM												
Date & Time of Opening of Financial Bids	To be intimated later												
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	http://eproc.rajasthan.gov.in . http://www.jaipurdiscom.com												
Bid Validity& EMD Validity	Bid Validity: 90 Days from the date of Financial Bid Opening EMD Validity: 180 days from date of Technical Bid opening. If required, the same shall be requested to be extended.												
Tender Package Structure	<p>The Bid is divided in the following three independent packages to be governed with this Tender Document:</p> <table border="1"> <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>Only those Bids which have been submitted for all three packages shall be considered as responsive Bids. 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 as per Qualification Requirement detailed in this document.

The work involves **“To develop and provide connectivity between field offices and data center in Discoms”** as per details in this document.

NOTE:

1. The 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 tender document and the GoR e-tendering system, the latter shall be final.
5. The complete tender 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 tender document shall be considered valid for participation in the bid process subject to submission of required Tender fees, e-Tender Processing Fee & EMD as mentioned in the NIT Section table. A copy of receipt of the tender fees, e-Tender Processing Fees & EMD must be enclosed along with the Technical bid/ proposal failing which the bid will be summarily rejected. The last date of submission of these Original instruments is mentioned in the NIT Table. The Bidder must take due care in submitting the instruments and collecting receipts from Jaipur Discom so that the Originals are submitted in hard copy and receipt scans are uploaded with the Technical Bid, before the Bid Submission Deadline.
7. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally by the Bidder. The Technical and Financial Bid which is uploaded on eproc portal must be signed and stamped on each relevant page by the designated Authorized Representative of the bidder. The name, designation and authority of the designated Authorized Representative of the Bidder shall be stated in the Bid.
8. No contractual obligation whatsoever shall arise from the tender document/bidding process unless and until a formal contract is signed and executed between the Discom and the successful bidder(s).
9. JVNL disclaims any factual/ or any other errors in this tender 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 bids.
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 bids 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 (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 Table.
14. The complete bidding process is defined in the tender 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 tender document, all such bids will be summarily rejected.
16. Tendering Authority reserves the complete right to accept or reject in part or full any or all the bids without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/ rejected by the tendering authority.
17. In case, a dispute arises with regard to interpretation/ omission/ error in this tender 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, and Jaipur on any working day up to 18.01.2017** between 10:00 AM to 6:00 PM.
19. **BSNL/MTNL/Railtel etc Govt. organizations are exempted from furnishing EMD.**

Superintending Engineer (IT)

Jaipur Vidyut Vitran Nigam Ltd.
Old Power House, Banipark, JAIPUR-302006.

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SECTION – I INTRODUCTION & OBJECTIVE

Rajasthan Discoms are the electricity distribution licensees and are engaged in distribution and supply of electricity in the State which comprises of 31 districts divided in jurisdiction of 3 Discoms 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	Jaipur City, Jaipur District, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, SawaiMadhopur, Tonk and Karauli.	304
2.	Jodhpur Discom	3 Nos. Jodhpur , Bikaner and Barmer	Jodhpur City, Jodhpur District, Pali, Sirohi, Bikaner City, Bikaner District, Ganganagr, Hanumangarh, Churu, Barmer, Jaisalmer City, Jaisalmer District, Jalore.	254
3.	Ajmer Discom	3 Nos. Ajmer, Udaipur and Jhunjhunu	Ajmer City, Ajmer District, Nagaur, Bhilwara, Jhunjhunu, Sikar, Bansawara, Udaipur, Rajsamand, Chittorgarh, Dungarpur, Pratapgarh	297

Objective

To develop and provide connectivity between field offices and data center in Discoms

The bidder is required to offer WAN backbone/network, capable of carrying data through secure VPN tunnel over any reliable 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 fulfils the Discom operations/ tasks.

The network already created by RADRP vendor is as per the **Appendix B.**

SECTION– II QUALIFICATION REQUIREMENTS (QR)

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

Sr.	Criteria	Supporting Documents Required
1	Proposals shall be submitted by an individual Bidder or through consortium.	Self-Declaration/ Consortium undertaking
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 and Documentary Evidence to support for 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.	Undertaking
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 at Discom HQ.	Self-Declaration

- i. It is clarified that the Bid of those bidders who do not fulfil the following requirements shall be considered as disqualified. It is also intimated that merely meeting the following qualification requirements does not indicate that the Bidders shall be short listed for opening of financial bid. The technical solution proposed by the Bidder must commensurate with the requirements laid down in the Tender document.
- 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 qualification 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 Technical Bid.
- iv. Bids may be submitted by Bidders following the under-mentioned structures:
 - a) A single firm, which meets all the qualification requirements as mentioned below.
 - b) A joint venture/ consortium of upto two firms where firms shall meet the qualification requirements as mentioned below jointly:
 1. If the bidder forms a Consortium, it must satisfy the qualification criteria mentioned below for which purpose, 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 as per manner defined here under.

2. The lead member of the consortium will be designated who shall be in-charge on behalf of the Consortium. The Lead member shall have due authorization with a power of attorney on non-judicial stamp paper of value of Rs. 500/- and the same 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.
3. The Bid shall be signed so as to legally bind all members, indicating the role and responsibility of lead member and Consortium member which cannot be altered later on. A copy of the consortium undertaking on Non judicial stamp paper duly notarized 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.
4. In case of such Consortium becoming a successful bidder, the Contract 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.
5. No Consortium shall be considered as valid unless each member has specific segregation of duties.

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

SECTION –III INSTRUCTION TO BIDDER

1. GENERAL INSTRUCTIONS

- 1.1. Tendering authority will receive bids in respect of services as set forth in the accompanying Tender document.
- 1.2. Jaipur Discom, Ajmer Discom and Jodhpur Discom are collectively referred to as Discoms
- 1.3. All bids shall be prepared and submitted in accordance with these terms and conditions of this Tender Document.
- 1.4. 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 and submitting the Bids.
- 1.5. If the bidder has any doubt as to the meaning of any provisions or any portion thereof, he shall before submitting the Bid, may refer the same to the Tendering Authority in writing, well in time before the specified date of opening of Bids so that such doubts may be clarified.
- 1.6. 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 this Tender document unless otherwise specifically indicated/ commented by him in his Bid.
- 1.7. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected..
- 1.8. 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 Discoms desires to get executed.

2. FIELD CONDITIONS

- 2.1 The geographical conditions of all the three Discoms are not same and have different terrain. The details of the area covered is mentioned in the table at the Introduction Section.
- 2.2 The bidder may in its own interest, before submitting the bid, inspect and examine the area involved and satisfy it regarding the existing system.
- 2.3 For ascertaining the existing system, condition's etc., the agency may contact the Tendering Authority.
- 2.4 No claim from Bidder or Agency 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 by them at the time of submitting the bids.

3. 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.

4. PREPARATION OF BIDDING DOCUMENT

4.1. EARNEST MONEY DEPOSIT (EMD):

- a. The Bidder shall furnish EMD as per the provisions mentioned in the table of NIT section. Bank Guarantee shall be payable as per prescribed format. The earnest money is for entire bid irrespective of number of packages opted by bidder for bidding..
- b. The Bidder shall deposit the EMD in above said format to the Accounts Officer (TW), JVVNL, Jaipur within the stipulated date & time, and obtain a receipt.
- c. Any Bid not accompanied by a copy of the receipt for depositing EMD shall be rejected and the Bid will not be opened.
- d. In case of unsuccessful Bidders, the EMD will be refunded on production of the original receipt within 15 working days after signing of Contract by each Discom.
- e. Adjustments/proposals for acceptance of EMD, if any, already lying with the Discoms in connection with some other bids/orders shall not be entertained. Also, the Discoms will not adjust the EMD under this tender with the previous dues of bidder if any.
- f. No interest shall be payable on EMD.
- g. Jaipur Discom reserves the right to forfeit EMD or a part thereof in circumstance, if the bidder is not earnest in accepting/executing any order placed under this Tender document.

4.2. TENDER DOCUMENT FEE & 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 document fee and e-Tender processing fee as mentioned in NIT table within the stipulated date & time in the office of Accounts Officer (TW), Jaipur and obtain acknowledgement thereof. Such processing fee shall be sent to RISL by AO (TW).

5. CLARIFICATIONS AND AMENDMENTS & DEVIATION FROM TENDER DOCUMENT

5.1. CLARIFICATIONS TO THE TENDER DOCUMENT

Verbal clarifications and information given by the Discom or his employee(s) or his representative(s) shall not in any way be binding on the Discom.

The bidder is required to carefully examine the Terms & Conditions including specifications of this Tender document and fully inform himself as to all the terms and conditions which may in any way affect the Work or the cost involved thereof.

5.2. CLARIFICATIONS TO THE BID

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 or e-mail of the Authorized Signatory of the Bidder.

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.

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 Bids

5.3. AMENDMENT OF TENDER DOCUMENT

At any time prior to the deadline for submission of the Bids, if the Tendering Authority deemed it necessary to amend the Tender document, it shall do so by issuing appropriate Corrigendum/Addendum.

Any Corrigendum/Addendum issued shall be a part of the Tender document and shall be published on the website of Jaipur Discom & e-proc portal.

To give prospective Bidders reasonable time 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.

Any change in date of submission and opening of bids would be published through News Papers, Jaipur Discom's website and e-proportal.

5.4. DEVIATION FROM BID DOCUMENTS

The bid must include a separate statement indicating all deviations from the Tender document as per format enclosed at **Annexure 4** All such deviations shall be clearly mentioned in **Format related to Deviation**. Jaipur Discom reserves the right to accept the deviation with financial implication or reject the same out rightly. Unless the deviations from the Tender document are specifically mentioned, it will be understood and agreed that the proposal is based on strict conformity to the Terms & Conditions of this Tender document in all respect and it will be assumed that all such Terms & Conditions are acceptable to the Bidder. In case there is '**No Deviation**', the Bidder must submit **Annexure 5**.

6. SUBMISSION AND OPENING OF BIDS

6.1 COST OF BIDDING

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

6.2 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, in which case, for purposes of interpretation of the Bid, such translation shall govern.

6.3 BIDS ARE TO BE SUBMITTED IN TWO PARTS

6.3.1 The Bid shall be submitted within the specified time on <https://www.eproc.rajasthan.gov.in> in electronic format in the following manner:

6.3.2 Part- A (Technical Bid): will contain

- a) Cover 1: Fees (to be uploaded in pdf format)
 - (i) Copy of receipt of submission of Tender document fees
 - (ii) Copy of receipt of submission of Tender processing fee
 - (iii) Copy of receipt of submission of EMD

- b) Cover 2: Techno-Commercial Bid (to be uploaded in pdf format):
 - (i) Complete Technical Bid comprising information in specified formats and schedules (Except the price schedule) including details & design of the proposed system(s) to meet out the work requirement together with its capabilities.
 - (ii) Supporting documents to ascertain the eligibility / qualification as per the QR requirements of this tender

The Tendering Authority may require 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 working days.

6.3.3 Part- B (Financial Bid): will contain the package wise Financial Bid for carrying out the scope of work defined for this project. The Financial Bid is submitted in excel file of BOQ. The Financial Bid will be opened only for the Bidders shortlisted on the basis of Technical Bid. The date of opening of such Financial Bids will be intimated on the eproc website

6.4 SUBMISSION OF PROPOSALS

6.4.1 Bidder shall submit their bid in electronic format, which shall be digitally signed and further signed & stamped on each page by the designated authorized representative of the Bidder. Bidder shall procure Digital Signature Certificate (DSC) as per the provisions mentioned in Note 2 of the NIT table.

6.4.2 Physical submission of bids is not allowed. If asked by Tendering Authority the bidder is required to submit original technical bid in hardcopy which shall be the exact replica of online bid submitted. In case of any discrepancy between online and hardcopy Bid, the Bid submitted online shall prevail.

6.5 FILLING OF BIDS

6.5.1 Bids shall be submitted on e-portal with the formats and schedules given in the Tender document duly filled in. The completed formats and schedules shall be considered as part of the contract documents in case the same Bidder becomes Successful Bidder. The Bids which are not in conformity to the schedules and formats of the Tender document may not be considered.

- 6.5.2 No alteration should be made to the format and schedules of the tender document. The Bidder must comply entirely with the Tender document.
- 6.5.3 Tender should be filled in only with ink or typed and must be submitted online after signing digitally.
- 6.5.4 All additions, alterations and over-writing in the bid must be clearly signed by the authorized representative of the bidder otherwise bid shall be summarily rejected.
- 6.5.5 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 doubt and further may result in rejection of such Bid.
- 6.5.6 The Tendering Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- 6.5.7 All bids and accompanying documents shall be addressed to Jaipur Discom.

6.6 ALTERNATIVE BIDS

Alternative bids shall not be considered at all.

6.7 BID PRICES

- 6.7.1 All the prices should be quoted only in Indian Rupees (INR) Currency.
- 6.7.2 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. These rates of applicable taxes and Govt. Levies shall be revised as and when updated.
- 6.7.3 The bidder will furnish the break-up of the quoted price in Financial Bid according to the price BOQ attached in Excel format, indicating rate and type of each tax clearly, as per the rates prevailing within 7 days before the bid date. Any statutory variation and imposing of new tax by government subsequent to bid submission/currency of Contract shall be on Discom account.
- 6.7.4 The quantity of total no. of 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.

6.8 Duties and taxes:

- 6.8.1 Rajasthan Discoms are registered under Rajasthan VAT and Central Sales tax Act and is entitled to concessional rate of Central Sales Tax / State VAT 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 respective Discoms to the Agency.
- 6.8.2 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 respective Discoms and the Agency 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 Discom.

6.8.3 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 respective Discoms from each bill. Necessary TDS certificate shall be issued by respective Discoms.

6.8.4 Any statutory variation in existing rates taxes /duties/ levies/charges and due to implementation of GST during contractperiod will be to respective Discoms' 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 of the respective Discoms. Any downward variation in above rates of taxes/duties/levies will have to be passed on to the Discom.

7. PERIOD OF VALIDITY OF BIDS

7.1 The submission of any Bid connected with this Tender documents shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Jaipur Discom for rejection of his bid. Jaipur Discom shall always be at liberty to reject or accept any Bid or Bids at its sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against any Discom.

7.2 The bid validity period is provided in the table mentioned in the NIT section. Bids mentioning a shorter validity period than specified are likely to be summarily rejected.

7.3 Tendering Authority 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.

8. SIGNATURE OF BIDDER

8.1 The bid must contain the name, address and place of business of the Bidder and must be signed and sealed by the designated Authorized Representative of the Bidder. The name of such person should also be typed or printed below the signature.

8.2 Bid by a partnership firm must be furnished with full names of all partners.

8.3 Bids by corporation/ company must be signed by the Authorized representative of the Bidder with the legal name of the corporation/ company.

8.4 Satisfactory evidence of authority (Power of Attorney) of the person signing on behalf of the Bidder shall be furnished with the bid.

8.5 The Bidder's name stated on the proposal shall be exact legal name of the firm.

8.6 Bids not conforming to the above requirements of signing shall be disqualified.

9. DELAY IN BID SUBMISSION

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 not be accepted.

10. RECEIPT OF BIDS

Bids shall only be received through <https://www.eproc.rajasthan.gov.in> website.

11. 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.

12. BID OPENING

- (i) Jaipur Discom shall perform the Bid opening at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present.
- (ii) Only the bids of those bidders who qualify post the Technical Bid evaluation shall be eligible for Financial Bid opening. The date and time of Financial Bid opening to the technically qualified Bidders would be intimated later. The bidder who has quoted lowest shall be termed as the successful bidder.

13. EVALUATION AND COMPARISON OF BIDS

13.1 Process of Evaluation of Bids

13.1.1 Technical Bid Evaluation: Jaipur Discom shall start the evaluation of Technical Bids as opened. The authorized persons of Jaipur Discom shall evaluate the technical bid in terms of its responsiveness to the terms and conditions of this Tender Document and Bidder's capability to meet the Qualification Requirements. The Technical Bids which are responsive and meet the qualification requirements of this Tender Document shall be declared as Technically Qualified Bidders and shall be intimated accordingly about the Financial Bid Opening. Only those Bidders which are technically qualified shall be eligible for opening of Financial Bids.

13.1.2 The Bids of Bidders who are not technically qualified shall be rejected and their EMD shall be refunded within 15 working days from the date of opening of Financial Bids.

13.1.3 Financial Bid Evaluation: The Financial Bids of the technically qualified Bidders shall be opened by Tendering Authority on scheduled date, time & place. The technically qualified Bidders shall be intimated these details by the Tendering Authority. The Financial Bids which are opened shall be evaluated by the authorized persons of Jaipur Discom for the responsiveness as per the terms & conditions of this tender document. Tendering Authority shall then prepare the list of the technically qualified bidders whose financial bids are responsive. Tendering Authority shall then arrange the quotes of the responsive financial bids in ascending order of the prices quoted by them and allot such Bidders ranks such as L1, L2...and so on, in such ascending order.

The prices quoted in the BOQ are Discom-wise as per packages defined in the RFP and the financial evaluation of the L1 bidder shall be package-wise and not as per the lowest bid declared by e-procurement (cumulatively by totalling packages 1, 2 & 3 for all three packages).

13.1.4 The Bidders having lowest financial quote in the respective packages during Financial Bid Evaluation shall be considered as the L1 Bidders for those packages.

13.1.5 The EMD of the other technically qualified bidders shall be returned within 15 working days from the date of signing of Contract by the respective Discom with the successful bidder.

13.2 GUIDING PRINCIPLE FOR EVALUATION OF BIDS

13.2.1 The tendering authority shall determine to its satisfaction whether the bidder has submitted the substantially responsive bid and is qualified to perform the Contract satisfactorily.

13.2.2 The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder.

13.2.3 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.

13.2.4 The Tendering Authority, in observance of best practices, shall:

- i. Maintain the bid evaluation process strictly confidential as per the details mentioned in Clause 13.3 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 this Tender document.

13.3 CONFIDENTIALITY

13.3.1 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.

13.3.2 Any attempt by a bidder to influence the tendering authority or other officials of Discoms in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions shall result in the rejection of his bid.

13.3.3 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.

13.4 DETERMINATION OF RESPONSIVENESS

13.4.1 The determination of the responsiveness of a bid would be based on the contents of the information furnished by the Bidders in the Bid.

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

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

13.4.3A 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 Tender document; or
 - b) Limits in any substantial way, inconsistent with the Tender 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 mentioned in this Tender document.

13.4.4 The Tendering Authority shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Tender document have been met without any material deviation or reservation.

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

13.5 NON-MATERIAL NON-CONFORMITIES

13.5.1 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.

13.5.2 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 Financial Bid. Failure of the bidder to comply with the request may result in the rejection of its Bid.

13.6 DISQUALIFICATION

13.6.1 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 Bid, 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 certificate(s) as asked by Tendering Authority, 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 mis-apprehension 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 the correct price as per aspersion of Discoms / tender specification. Accordingly the bidders are advised to ask to clarify about any mis-apprehension before bidding. No excuse shall be considered in this regard.
- x. Does not meet the Qualification Requirement (QR) 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 within India or Outside 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 EMD/Tender document fees/Processing fees
- 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.

13.6.2 Tendering Authority has 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 such action.

Note: Bidders may specifically note that while processing the bid documents, if it is 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.

14 AWARD OF CONTRACT

14.1 ACCEPTANCE OF THE TENDER/BID AND NOTIFICATION OF AWARD

- 14.1.1 However the Discom reserves the right to award the Contract of any package to any Technically Qualified Bidder on L1 price and declare such Bidder as successful Bidder.
- 14.1.2 If such Successful Bidder is unable to submit the required documents and to sign the Contract with the respective Discom, it shall be rejected with forfeiture of its EMD and offer may be extended to the L2 Bidder and so on.
- 14.1.3 After the selection of the Successful Bidder by the Tendering Authority within the validity period of Bid, the Tendering Authority shall inform such Bidder in writing by issuing Letter of Intent (LOI).
- 14.1.4 The Successful Bidder shall send an acknowledgement the LOI to the Discom, post which Discom shall prepare and send a detailed work order to the Successful Bidder. In case, the Successful Bidder refuses at the issue of LOI, the intent to perform the scope of work, it shall be rejected with forfeiture of its EMD and offer may be extended to the L2 Bidder and so on.
- 14.1.5 Respective Discom shall issue Work Order to the Successful Bidder for respective package requiring him to do the following things within specified timeline. If the Bidder fails to do the following things within specified timeline, EMD of such Bidder shall be forfeited and Tendering Authority and Discoms may consider the next ranked bidder.
- a) Written Letter of Acceptance of Work Order along with duly signed and sealed copy of such Work Order as token of such acknowledgement within 7 working days.
 - b) Submission of Performance Guarantee as required to be submitted under the Contract within 15 working days.
 - c) Signing of the Contract (based on the terms & conditions of this Tender Document) with the respective Discom within 15 working days after issue of Contract format by respective Discom to the Successful Bidder. In case any of the party (Discom and the Successful Bidder) is unable to sign the Contract within 15 working days, it shall inform the other party in advance regarding the same along with the reason and suitable time for signing of the Contract.
- 14.1.6 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.
- 14.1.7 The EMD of the other bidders shall be refunded after the execution of the contract by the respective Discom with the successful bidder and his Contract Performance Security is received by the respective Discom.
- 14.1.8 Until a formal Contract is prepared and signed, the Work Order/ LOI shall constitute a binding Contract.

15 SIGNING OF CONTRACT

15.1 The successful bidder will, on receipt of Work Order from each of respective Discom enter into a contract with respective DISCOMs by jointly signing the Contract.

15.1.1 The draft of the Contract based on the terms & conditions, detailed in Section-II and Section-III will be forwarded to the successful bidder for execution by the Respective Discom.

15.1.2 The Contract will be signed within fifteen days thereafter. The person to sign the Contract must be duly authorized by the Bidding entities.

15.2 RESERVATION OF RIGHTS

15.2.1 To take care of unexpected circumstances, Tendering Authority shall reserve the rights for the following:

- i. Extend the last date & time for submission of the bids.
- ii. Amend the Tender Document at any time prior to the last date & time of submission of Bids.
- iii. To reject any bid without assigning any reasons.
- iv. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bids.
- v. Seek the advice of external consultants to assist Jaipur Discom in the evaluation or review of bids.
- vi. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its bids.
- vii. Reproduce for the purposes of the procedure the whole or any portion of the bids despite any copyright or other intellectual property right that may subsist in the bids.
- viii. Note: Direct or indirect canvassing on the part of the Bidder or his representative would be a ground for disqualification of such Bidder from this process.

15.3 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.

15.4 General

15.4.1 **Only those Bids which have been submitted for all three packages shall be considered as responsive Bids.**

15.4.2 Only one bid will be accepted against cost of Tender Document paid. This Tender Document is not transferable. The Tender Document Fees will not be refunded under any circumstances.

15.4.3 The bidder shall treat the details of this Tender Document as private and confidential and shall not reproduce without the written authorization of the Jaipur Discom.

15.4.4 Any Discom 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.

- 15.4.5 The fact of submission of bid to the Jaipur Discom shall be deemed to constitute an agreement between the Bidder and respective Discom whereby such bid shall remain open for acceptance by the any Discom 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 respective Discom, he shall be bound by the terms of agreement constituted by his bid and such acceptance thereof by the respective Discom, until formal contract of the same bid has been signed between him and respective Discom in replacement of such agreement.
- 15.4.6 The successful bidder will have to sign the contract agreement for the proper fulfilment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the Tender Document/ Bid, interpretations as may be advantageous to Discoms may be taken, if satisfactory clarification is not furnished within the prescribed period.
- 15.4.7 Any Discom will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- 15.4.8 Telex, Telegraphic or Fax bids shall not be acceptable.
- 15.4.9 Jaipur Discom reserves the right to:
- Amend the scope of the proposed contract.
 - Reject or accept any bid.
 - Cancel the bid process and reject all applications.
 - Vary the area.
 - Jaipur Discom 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.

15.5 Non conformity, errors, and omissions

If the Financial Bids of Technical Qualified bidders are opened, the Jaipur Discom will correct arithmetical errors during evaluation of Financial Bids 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 Jaipur 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.

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, Tendering Authority 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 EMD shall be forfeited.

SECTION– IV 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 respective Discoms. The Bidder shall be deemed to have fully informed himself and to have specific knowledge of the provisions under terms and Conditions of this Tender Document mentioned hereunder:

1. DEFINITION OF TERMS:

- a. 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.
- b. Discoms shall means the power distribution companies of Rajasthan viz. Jaipur Discom, Ajmer Discom & Jodhpur Discom.
- c. The “Jaipur Discom / Ajmer Discom / Jodhpur Discom” shall mean the JaipurVidyut Vitran Nigam Limited/ Ajmer Vidyut Vitran Nigam Limited / Jodhpur Vidyut Vitran Nigam Limitedor JVVNL/AVVNL/JdVVNL, respectively, represented by Chairman/Managing Director and shall include their legal personal representative, successors and assignees.
- d. The “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”.
- e. The “Agency” shall mean the Bidder whose Bid has been accepted by Discoms and shall include its heirs, legal representative, successors and assignees approved by the Discoms.
- f. The “Chairman/Managing Director” shall mean the Chairman/Managing Director, Discoms.
- g. The “Engineer” shall mean the Chief Engineer, Dy. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, Discoms 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 Discoms or his duly authorized representative.
- h. “Works” mean and include the work or works to be done by the Agencyunder the contract.
- i. The “Contract” shall mean and include the following:
 - i. Notice Inviting Tender
 - ii. Complete Tender document including its amendments if any.
 - iii. Bid submitted by bidder.
 - iv. EMD.
 - v. Letter of Intent and its acknowledgement.
 - vi. Security Deposit/ Performance Guarantees.
 - vii. Detailed Work order.
 - viii. Addenda that may hereafter be issued by the Discomsto the Agencyin the form of letter and covering letters and schedule of prices as agreed between the Agency and the Discoms.

- ix. The agreements to be entered as per Tender Document.
 - x. Requisite Power of Attorney in favor of the authorized signatory of the Bidder.
- j. The "Specification" shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.
 - k. The Month shall mean, English calendar month i.e. period of 31/30 days and week shall mean a period of 7 days.
 - l. 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.
 - m. "Acknowledgement of Letter of Intent" shall mean the Bidder's letter conveying his acceptance of it being successful bidder and its intent to perform the contract.
 - n. "Acknowledgement of Work Order" shall mean the Bidder's letter conveying his acceptance of the tender as per the terms and conditions as been stated therein.
 - o. The "Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.
 - p. "Letter of Intent" Letter issued by Discom to the successful bidder informing him that the bidder is successful bidder.
 - q. "Work Order" shall mean the Discoms' letter which may be issued in the way of letter containing detailed terms and conditions of the work and such other particulars which the Discoms may like to convey to the Agency pending signing of a formal written Contract.
 - r. "Writing" shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
 - s. 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.
 - t. Works importing "PERSON" shall include firms, Companies, Corporations and other bodies whether incorporated or not.
 - u. Words importing the singular only shall also include the plural and vice version where the context requires.
 - v. 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 selection of successful bidder Respective Discom will issue Letter of Intent and subsequently a detailed Work Order to such bidder. A contract shall be entered into between Respective Discom and the successful bidder.
 3. **CONTRACT VALUE:** Contract Value shall be termed as total order value as quoted by the Successful Bidder in the Financial Bid.
 4. **CONTRACT PERIOD:** The contract period shall be initially for a period of 3 years from the date of award of contract + 90 days. The contract period shall be extendable for further 2 years, on mutually agreed conditions.

5. **IMPLEMENTATION PERIOD:** The implementation schedule shall be as per “Detailed Scope of Work” section of this document.
6. **TERMINATION OF CONTRACT:** If the services of the vendor are not as per the awarded work for three consecutive months after commencement of work then Discoms will have liberty to terminate the project.
7. **FALL BACK ARRANGEMENT:** In the event of failure of the Agency to fulfil its obligations, duties and responsibilities as per the terms & conditions of the Contract, Discoms shall **interalia** have the right, at any time to resort to fall back arrangement. Under such arrangement, Discoms shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the Contract and can recover from the BGs & other holding of agency with Discom, the losses suffered due to such failure. If the BGs & other holding of agency 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/bar/disqualify the Agency from submission of Bid to the any Discom(s) at least for one year.

8. **HANDING OVER ON TERMINATION/ PROJECT COMPLETION:**

The contract agreement shall require the agency to cooperate in handing back the records, reports and documents etc. 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 6 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. **PERFORMANCE BANK GUARANTEE:**

- 9.1. A Performance Bank Guarantee equivalent to 10% (Ten percent) of annual Contract value of each package shall be provided by the Successful Bidder within 15 days of receipt of Work Order from Discoms, in cash or by crossed Bank Draft or by way of Bank Guarantee. The Security Deposit Cum Performance Bank Guarantee shall be valid for three months in addition to the entire contract period. In case if the successful bidder provides a Security Deposit Cum Performance Bank Guarantee for shorter duration (not less than 12 months) then it would be the sole responsibility of the Successful Bidder to get the Security Deposit Cum Performance Bank Guarantee extended well in advance to maintain the validity time. Respective Discom may invoke the Security Deposit Cum Performance Bank Guarantee without giving any information if validity of such Performance Security expires.
- 9.2. The Bank guarantee in the prescribed format must be from the branch of any Nationalized/Scheduled Bank located in Rajasthan. The Agency may furnish Bank Guarantee on stamp paper of Rajasthan state and shall furnish a certificate of Banker that the stamp duty has been paid as per prevailing rules of that Rajasthan State.

10. AGENCY TO INFORM HIMSELF FULLY

The Contract shall be considered to have come into force from the date of its signing. The contractor shall be deemed to have carefully examined the Tender document including General Conditions, specifications and schedules. Also it shall be deemed to have satisfied himself with 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 Discoms or the Engineer shall not 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.

11. CONTRACT DOCUMENTS

The order placed under this Tender document shall be governed by the terms and conditions as incorporated in this Tender document and as given in the detailed work order. The terms and conditions as specified in this Tender document if differ from the terms indicated in the detailed work order the later 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 Agency shall execute the Contract in the prescribed form, in prescribed number of copies on Rajasthan State Non-judicial stamp paper bearing stamp duty as applicable. The expenses of completing and stamping the Contract shall be borne by the Contractor. Such Contract shall be executed and signed by the authorized signatory of the Agency on each page thereof. 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 Discom 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 Discom shall be sent to the supplier for his reference.

12. CHANGE OF QUANTITY

The Discoms reserves the right to increase or decrease the quantities of items as specified in the Tender document 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 Discoms, shall be, in addition to any criminal liability which it may incur, subject of any loss or damage to the Discoms resulting from any cancellation. The Discoms shall then be entitled to deduct the amount so payable from any moneys otherwise due to the Agency under the contract.

14. COMPLIANCE OF LABOUR LEGISLATION:

The Agency shall discharge its liability of employer in respect of personnel to be engaged for delivering service under this Contract, 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 or any other Act, Rules, Regulations as may be applicable. The Agency 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, as per **Tender document**, 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 Agency shall be solely responsible for any consequences arising out of breach of any applicable legislations.

Accounts Officer shall ensure compliance by the Agency with respect to labour law, minimum wages, Accidental Insurance, Workman compensation, EPF and ESI etc.

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 basis as per scope of works as and when required by the Discoms. Agency shall compensate to Discoms any loss suffered by Discoms due to default of the agency in this respect.
16. **INSURANCE:** The agency at his own cost shall arrange, secure and maintain all insurance (Equipment & manpower) 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 valid 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 Discoms 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 Discoms 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 Discoms 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 Discoms 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 Discoms against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the Discoms 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 cover such indemnity.

- 18.4. The Agency shall insure against such liabilities with an insurer approved by the Discoms 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 Discoms, 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 for each packages of its own as required to carry out the work as per the Tender document.
- 19.1. The Agency shall provide and maintain a controlling office with requisite infrastructure at respective Discom's office with proper staff & facilities like telephone with fax, mobile phone, Internet etc. at its own cost 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, provided that he has not left the service.
- 19.2.3. Agency shall immediately inform the respective Discoms about any change of personnel/contact numbers through Email and 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.
- 19.2.5. 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.
- 19.3. **NODAL OFFICER FOR EXECUTION OF PROJECT:** After award of contract, to interact between the field offices and Agency, respective 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 his side.
- 20. AGENCY'S RIGHTS:** The Agency will be given rights to operate in the area during the Contract 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 Contract shall set out specific events of default by one party that will entitle the other party to terminate the Contract. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.

- 21.2. The Contract 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.
- 21.3. 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 & PENALTIES

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. 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.

22.3. Certification

The designated officer of the Discom 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.

23. Penalties

- 23.1. **Delay in Delivery:** If the Agency fails to deliver any or all of the Goods or perform the Related Services within the period specified in the contract, the Discom 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:

1. No penalty for more than 99% uptime.
2. 10% penalty of monthly bills for below 99% uptime and up to 90% availability of service.

3. 15% penalty of monthly bill amount for availability of service below 90%.

Remote Locations:

1. No penalty for more than 95% uptime.
2. 5% penalty of monthly bills for up to 90% availability of service.
3. 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 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 offices (MPLS In RAPDRP areas & 2 Mbps connectivity in Non RAPDRP areas) by 31.03.2017 or 60 days from the date of PO whichever is later.	Entire secondary links shall be commissioned within 90 days from the date of issue of PO

Contract period shall be 3 years from the date of award + 90 days.

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 Discom and the agency upon or in relation to or in connection with the Contracts shall be deemed to have arisen in 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 respective Discom 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 an equally 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. **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 respective Discoms 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 respective Discoms 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 the same to the Discoms in which case the Discoms 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.
31. **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.
32. **INSPECTIONS AND TESTING:**
The following clauses shall be applicable as per the requirement of this Tender Document
- 32.1. 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.
- 32.2. The Agency shall arrange proof of concept with primary link and at least 15 remote locations before final roll out.
- 32.3. 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.
33. **SERVICE TAX /GST:** Therate quoted by the Bidder must be inclusive of applicable Service Tax/ GST as on date of Bidding.
34. **SUSPENSIONS OF WORKS:** The Discoms shall not be liable to pay the Agency any compensation whatsoever arising from suspension of specified work or for idle labour.
35. **DEATH BANKRUPTCY ETC.:**

- 35.1. If the Agency 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 Agency 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 Discoms 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 Discoms subject to his or their providing such guarantee as may be required by the Discoms 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 Agency 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 by terminated by the Discoms by notice in writing to the Agency and the same power and provisions reserved to the Discoms as mentioned in the Tender in the event of taking the work out of the Agency's hand's shall immediately become operative.
- 35.2. Change of name of the Agency at any stage after Bidding Process, the Discoms shall deal the same as per prevailing rules of the Discom.
36. **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 (+90 days) 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.
37. **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.
38. **FAILURE TO EXECUTE THE CONTRACT:** Agency failing to execute the order placed on them to the satisfaction of Discoms under terms and conditions set forth therein, will be liable to make good the loss sustained by the Discoms, 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 Penalty/ Liquidated Damages and forfeiture of Performance Security.
39. **NON-ASSIGNMENT:** - The Agency shall not assign or transfer the contract or any part thereof to any other agency/ personnel during the contract period.
40. **EFFECTING RECOVERIES:** Any loss, arising due to non-fulfilment of this contract or any other contract, will be recovered from the Performance Security held and or any other amount due to the Agency from the Discoms from this Contract as well as from other contracts.

41. 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.

41.1. The ambient temperature will be within the range of + 0 Degree Centigrade to + 55 Degree Centigrade.

41.2. The altitude will be less than 500 metres.

41.3. The maximum & minimum atmospheric humidity will be in the range of 95% & 10 % respectively.

41.4. Average Number of thunderstorm days per annum is 65.

41.5. Average Number of dust storm days per annum is 15.

41.6. Average Number of rainy days per annum is 65.

41.7. 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 –V 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	Jaipur City, Jaipur District, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, SawaiMadhopur, Tonk and Karauli.	304
2.	Jodhpur Discom	3 Nos. Jodhpur , Bikaner and Barmer	Jodhpur City, Jodhpur District, Pali, Sirohi, Bikaner City, Bikaner District, Ganganagr, Hanumangarh, Churu, Barmer, Jaisalmer City, Jaisalmer District, Jalore.	254
3.	Ajmer Discom	3 Nos. Ajmer, Udaipur and Jhunjhunu	Ajmer City, Ajmer District, Nagaur, Bhilwara, Jhunjhunu, Sikar, Bansawara, Udaipur, Rajsamand, 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. If the system entails requirement of any hardware or additional infra /software that will be included in the service being offered and charges to be included in the offer. Also the user of Discom shall be able to work on any time anywhere basis without requirement of any extra hardware.

The Agency 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 as per the schedule of requirement (Attached at Appendix-C):

- A. Agency has to provide 155 mbps dedicated Internet lease line 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 primary Link provider(To cater both type of connectivity).

*Jaipur Discom DC is already connected with BSNL over OFC.

- B. Agency has to provide 25 mbps dedicated Internet lease line 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. Agency has to provide 5 mbps separate point to point leased line connectivity between Jaipur DC and Jodhpur DR sites.
- D. There are approximately 855 Discom offices (listed attached at Appendix-A)in the state of Rajasthan where Agency has to provide connectivity in following manner:
 1. **RAPDRP Sub-Divisions:-**
 - I. Primary Link –Minimum 2 Mbps MPLS connectivity (The Router & switch shall be under scope of agency). The Discom wise count is as under:-
 - a. Jaipur Discom: - 76 Nos.
 - b. Jodhpur Discom: - 56 Nos.
 - c. Ajmer Discom: - 55 Nos.
 - II. Secondary Link - Minimum 2 mbps Broadband VPN connectivity.
 2. **Non RAPDRP Sub-Divisions & Other offices (Balance Count 668 Nos.)**
 - I. Primary Link – Minimum 2 Mbps connectivity (The Router & switch shall be under scope of agency).
 - II. Secondary Link - Minimum 1mbps Broadband VPN connectivity.
 3. The Central connectivity at Data Center shall have provision to cater MPLS-VPN of RAPDRP Sub-Divisions.
 4. **Discoms reserve the right to migrate Broadband to MPLS or vice-versa for individual locations.**
 5. The primary connectivity may be on copper/Fiber/Radio network and secondary should be on wireless/3G/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 seam less transformation and integration of protocols.
- F. Agency has to provide SLA tool to monitor and capture monitored data for quality of service measurement.
- G. Agency will supply, install and configure VPN access server (with adequate Licenses) in the Discom DC/DR for providing connectivity along with the client side application for all other Discom offices.
- H. Agency has to quickly deploy the entire connectivity within timely manner.

Note:- The connectivity shall be utilized for at least 5 computer in a Sub-division , as such the connectivity shall be terminated to all computer through port switch which is in the scope of agency.

Statutory permissions: All such permissions to establish connectivity at all location will be arranged by Agency. 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 offices (MPLS In RAPDRP areas & 2 Mbps connectivity in Non RAPDRP areas) by 31.03.2017 or 60 days from the date of PO whichever is later.	Entire secondary links shall be commissioned within 90 days from the date of issue of PO

SECTION-VI ANNEXURES COVERING FORMATS OF SUBMISSION OF BIDS**ANNEXURE 1: FORMAT FOR COVERING LETTER OF BID****Cover Letter**

(To be furnished by the bidder on the letter head. In case of Consortium on the letterhead of Lead Member. It has 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: Submission of Bid for the work of **“To develop and provide connectivity between field offices and data center in Discoms”** against TN-56.

Dear Sir,

We hereby submit our bid for work of **“To develop and provide connectivity between field offices and data center in Discoms”** against TN-56.

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

We are submitting our Bid as Single Bidding company/ Consortium with as Lead Member and as Consortium member.

We agree for execution of tendered work as per the terms & conditions as specified in this Tender Document.

We also agree that:

- 1) The prices as mentioned in BOQ.
- 2) The prices quoted are valid for a period of 90 days from the date of opening of “Financial- bids”
- 3) The quoted / agreed prices are inclusive of the following charges:
 - Enclose details of taxes included in the prices

S. No.	Name of Tax/Charges	Rate of Tax/Charges

- 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 in the Contract. In case we fail to complete the work as indicated therein we shall be liable to pay penalty as per Tender Document.
- 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 Jaipur Discom/Discoms 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 Jaipur Discom reserves the right to reject any or all of the bids without assigning any reason thereof.
- 15) We undertake that we have a software solution which may be readily fine-tuned to the requirements of Discoms.

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

Enclosed: (Annexures)

Thanking you,

Yours faithfully,

Designation_____

Date:

(Signature of the Authorized Signatory)

ANNEXURE 2: GENERAL PROFILE OF THE BIDDER

(To be furnished on Bidder’s Letterhead. In case of Consortium, on the respective Members Letterhead)
Kindly attach a copy of latest RoC to substantiate the information furnished against general profile of the bidder

Details	Responses
Bidding Entity Nature	SingleBidder/Lead Member/Consortium Member
Full legal name of the firm	
Year of establishment	
Registered Office Address	
Address for Correspondence	
Authorized person(s) to be contacted	
Telephone number(s)	
Email id	
Fax number	
Names, Addresses, Contact Emails and Mobile Nos. of the Key Management Personnel of Firm such as MD/Directors/CEO, etc.	
Type of the firm Private limited/Public limited/Government sector /other	
Whether registered under companies act, Partnership Act, or any other act applicable for registration of Firms in India	
Registration Number & Date	
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.	
Field organization and resources to be deployed for the proposed job	
No. of Projects executed in Utilities in past 5-years.	

(In case of Joint Venture / Consortium, separate sheet to be furnished for each member.)

(Please enclose the ownership structure of the company, Incorporation Certificate, MOA, AOA duly attested by Company Secretary/ Director of the Company).

ANNEXURE 3: FINANCIAL CAPABILITIES

(To be furnished on Bidder's Letterhead. In case of Consortium, on the respective Members Letterhead)

DETAILS OF FINANCIAL CAPABILITY

S. No	Financial Year	Turn Over (In INR)	Whether Net Worth Positive or NOT (Select as applicable)	Whether Net Profit earned or not? (Select as applicable)
1	FY 2013-2014		YES/NO	YES/NO
2	FY 2014-2015		YES/NO	YES/NO
3	FY 2015-2016		YES/NO	YES/NO

(Turnover / Net Worth/ Net Profit shall be as per the currently applicable accounting standards prescribed by Institute of Chartered Accountants of India)

We hereby certify that the above information is correct.

(Signature of the Statutory Auditor of the Bidder/ In case of consortium Signature by the Statutory Auditor of the respective member)

(Note:Enclose audited Financial Statements/ Annual Report of the aforementioned FYs duly signed by the Chartered Accountant).

ANNEXURE 4: 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 5: CONFIRMATION OF "NO DEVIATION" IN TECHNICAL / COMMERCIAL
TERMS AND CONDITIONS OF THIS TENDER**

(To be furnished on Bidder's Letterhead. In case of Consortium, on the respective Members Letterhead)

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 6: PROJECT IMPLEMENTATION PLAN

The implementation schedule to “Develop WAN (Wide Area Network) in Discoms with connectivity in VPN” 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 offices (MPLS In RAPDRP areas & 2 Mbps connectivity in Non RAPDRP areas) by 31.03.2017 or 60 days from the date of PO whichever is later.	Entire secondary links shall be commissioned within 90 days from the date of issue of PO

ANNEXURE 7: SYSTEM COMPLIANCE SHEET

(To be furnished on appropriate non-judicial Stamp Paper of Rs. 100/-, duly notarized)

Affirmation of availability or non-availability of all the features and functionalities provided at Section V has to be provided.

ANNEXURE 8: UNDERTKAING FOR VARIOUS INFORMATIONFURNISHED

(To be furnished on appropriate non-judicial Stamp Paper of Rs. 100/-, duly notarized)

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 Sir,

Sub: Undertaking for various information against TN 56

We hereby confirm that that all the information against all the schedules, Annexures 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 9: BIDDERS'S AUTHORIZATION CERTIFICATE

(To be furnished on Bidder's Letterhead. In case of Consortium, on the respective Members Letterhead)

To,

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

[Reference No.]

I/ We <Name/ Designation> hereby declare/ certify that <Name/ Designation> is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIT reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Please attach the board resolution / valid power of attorney in favour of person signing this authorizing letter.

**ANNEXURE 10: POWER OF ATTORNEY IN FAVOUR OF AUTHORIZED SIGNATORY
OF THE BIDDER**

(To be stamped Non-Judicial Stamp Paper of Rs. 500/- duly notarized in name of the Bidding Entity/ Lead Member in case of consortium)

ANNEXURE 11: POWER OF ATTORNEY IN FAVOUR OF LEAD MEMBER BY CONSORTIUM MEMBER

(To be stamped Non-Judicial Stamp Paper of Rs. 500/- duly notarized in name of the Bidding Entity/ Lead Member in case of consortium)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder have formed a Consortium under the laws of and having our Registered Office(s)/Head Office(s) at (hereinafter called the 'Consortium' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No..... Package the bids for which have been invited by Jaipur Vidyut Vitaran Nigam Limited, Vidyut Bhawan, Jaipur (insert name of the Employer alongwith address) (hereinafter called the 'Employer') to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Consortium ".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Consortium ".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Consortium".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Consortium hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Consortium by virtue of this Power of Attorney and the same shall bind the Consortium as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Consortium as aforesaid have executed these presents on this.....dayof under the Seal(s) of their Companies.

for and on behalf of the

Partners of Consortium

.....

.....

.....

The Seal of the above Partners of the Consortium:

The Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Lead member of the Consortium.

2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

ANNEXURE 12: FORM OF UNDERTAKING BY CONSORTIUM MEMBERS

(To be stamped Non-Judicial Stamp Paper of Rs. 100/- duly notarized in name of consortium)

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... 2017 by an entity incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....an entity incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Specification No..... for (*insert name of the package alongwith project name*)of Jaipur Vidyut Vitaran Nigam Limited (*insert names of the Employer*), a Company incorporated under the Companies Act of 1956/2013 (with amendment from time to time) having its registered office at Vidyut Bhawan, Jaipur (*insert registered address of the Employer*)..... (hereinafter called the "Employer").

WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the Bidding Documents under (*insert name of the package alongwith project name*)

AND WHEREAS As per Tender Document, for meeting the requirements of Qualification Criteria as mentioned in the tender document, as applicable may bid, provided, the Consortium fulfils all other requirements under the terms and conditions of the Tender Document and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Consortium, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause Tender Document (documents establishing the Qualification of Bidder) & Qualification Criteria in Tender Document, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Consortium Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Consortium shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for delivering the Scope of Work in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Consortium, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I (*to be suitably appended by the Parties alongwith this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Consortium for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Consortium, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Seals of their companies, on the day, month and year first mentioned above.

Seal of

For Lead Partner (Party No.-1)

has been affixed in my/ our

For and on behalf of M/s

presence pursuant to Board of

.....

Director's Resolution dated

Name

Designation

(Signature of the authorized

Signature

representative)

WITNESS :

I.

II.

Seal of

For Party No.-2

has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For and on behalf of M/s.....

Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of Rs. 100/- shall be purchased in the name of Consortium.
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

ANNEXURE 13: FORMAT OF BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank)

Bank Guarantee No.:

Date:

To: *(insert Name and Address of Employer)*

WHEREAS M/s. *(insert name of Bidder)*..... having its Registered/Head Office at *(insert address of the Bidder)* *(hereinafter called "the Bidder")* has submitted its Bid for the performance of the Contract for.....*(insert name of the Package)*.....under.....*(insert Specification No)*..... *(hereinafter called "the Bid")*

KNOW ALL PERSONS by these present that WE *(insert name & address of the issuing bank)* having its Registered/Head Office at*(insert address of registered office of the bank)*..... *(hereinafter called "the Bank")*, are bound unto Jaipur Vidyut Vitaran Nigam Limited *(hereinafter called "the Employer")* in the sum of*(insert amount of Bid Security in figures & words)*..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to Tender document; or
- (3) If, as per the requirement of Qualification Requirements the Bidder is required to submit any Undertaking/Agreement and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) alongwith the Bid within ten days from the date of intimation of post – bid discussion; or
- (4) in the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) to sign the Contract Agreement, in accordance with Tender document, or
 - (ii) to furnish the required performance security, in accordance with the Tender document. or
- (5) In any other case specifically provided for in the Tender document.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (*insertdate, which shall be the date 180 days from the date of Technical Bid Opening*)....., and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note:

1. In case the bid is submitted by a Consortium, the bid security shall be in the name of the Consortium and not in the name of the Lead Partner or any other Partner(s) of the Consortium.
2. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

"Notwithstanding anything contained herein:

1. *Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].*
2. *This Bank Guarantee shall be valid upto _____ (validity date) _____.*
3. *We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____."*

Unquote

ANNEXURE 14: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Will be provided to the Successful Bidder

ANNEXURE-15: SELF DECLARATION-NO BLACKLISTING

(To be furnished on appropriate non-judicial Stamp Paper of Rs. 100/-, duly notarized)

To,

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

In response to the NIT Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. Of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding: -

- a. possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Discom;
- b. have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c. is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d. does not have any previous transgressions with any entity in India or any other country during the last three years
- e. does not blacklisted by any of the Central/State power utilities in India for fraudulent and corrupt practices
- f. is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g. does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of three years preceding the commencement of the contract, or not have been otherwise disqualified pursuant to debarment proceedings;

- h. does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i. will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled

Thanking you,

Signature.....

In the capacity of.....

Duly authorised to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....

ANNEXURE-16: QUALIFICATION REQUIREMENT

S. No.	Requirement	Document submitted by the Bidder (Yes/No)
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 Discom HQ.	

Please attach relevant documentary proofs.

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-17: 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

Financial Offer: Guiding Note

NOTE: BIDDER IS REQUIRED TO READ CAREFULLY THE FOLLOWING BEFORE QUOTING THE PRICES

- i) The format enclosed herewith is to be used to quote the price. No other format shall be used.
- ii) The price bid in the other formats may be rejected.
- iii) No cover letter is required to be enclosed with the price bid .
- iv) The total quoted price should be inclusive of all taxes and duties as per the prevailing taxes and duties with the details of applicable taxes. In case of any variation in taxes and duties or introduction of new taxes and duties/ statutory variations, the same will be in JVVNL account.
- viii) In the event the enclosures, as requested, in the financial bid are not submitted by the bidder then the bid will be considered as non responsive.

Price schedule is for reference purpose only. Bidder has to quote the price in BOQ.xls only.

Please do not fill the prices here.

S.No.	Particular of activity	Qty	Details of Taxes (if any)				

CLARIFICATION REGARDING BID PRICE SCHEDULE

1. The bidder will furnish the break-up of the all type of tax clearly, as per the prevailing rate on the bid date in compliance document of financial offer. Any statutory variation and imposing new tax by government subsequently during the currency of contract shall be on JVVNL account.

The prices quoted in the BOQ are Discom-wise as per packages defined in the RFP and the financial evaluation of the L1 bidder shall be package-wise and not as per the lowest bid declared by e-procurement(cumulatively by totalling packages 1, 2 & 3 for all three packages).

Name: _____

SECTION VII APPENDIX-ADDITIONAL INFORMATION TO BIDDERS

APPENDIX-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

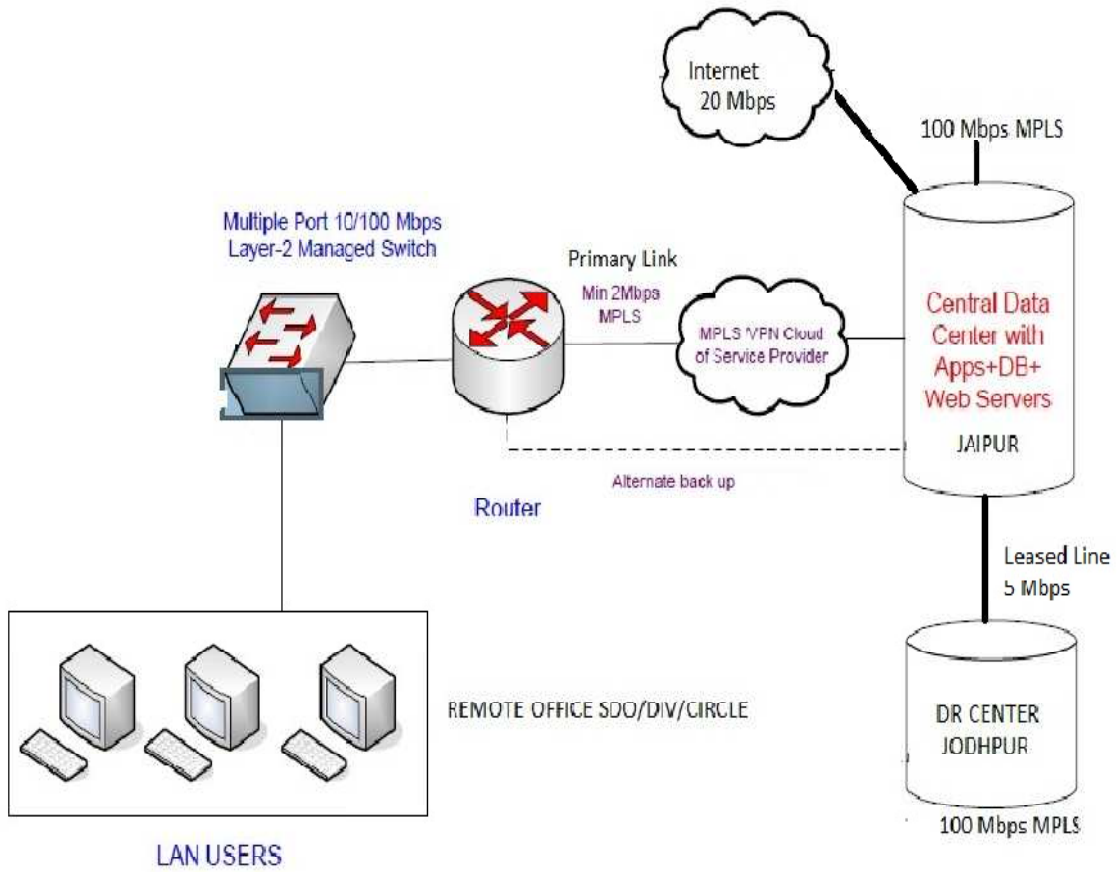
Approx. 275 links

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

Approx. 245 links

APPENDIX- B: EXISTING NETWORK

EXISTING NETWORK CONNECTIVITY UNDER RAPDRP



Appendix – C Schedule of Requirement of Connectivity

A. Jaipur Discom

Sr. No.	Item	Description	Qty.
1	At Data center Jaipur –Primary Link	155 mbps dedicated Internet lease line as primary link with provision to cater connectivity at Sr. 3 & 4.	1 Nos.
2.	Data Center Jaipur – Secondary Link (45 mbps)	45 mbps dedicated Internet lease from any other service provider other than primary Link	1 Nos.
3	RAPDRP Sub-division office – Primary link	2 Mbps MPLS Link with requisite hardware.	76 Nos. (List Enclosed)
4	Other Offices- Primary Connectivity	Minimum 2 Mbps connectivity with requisite hardware.	228 Nos.
5	Secondary Connectivity on all offices other than Data Center	2 Mbps for RAPDRP town & for other town 1 Mbps from service provider other than primary Link.	304 Nos.
6.	Operation & Maintenance	As per scope.	1 Job

B. Jodhpur Discom

Sr. No.	Item	Description	Qty.
1	At DR center Jodhpur –Primary Link	25 mbps dedicated Internet lease line as primary link with provision to cater connectivity at Sr. 4 & 5.	1 Nos.
2.	DR Center – Secondary Link (45 mbps)	10mbps dedicated Internet lease from any other service provider other than primary Link	1 Nos.
3	Point to Point leased line connectivity between DC & DR sites	5 mbps separate point to point leased line connectivity between Jaipur DC and Jodhpur DR sites.	1 Nos.
4	RAPDRP Sub-division office – Primary link	2 Mbps MPLS Link with requisite hardware.	56 Nos.(List Enclosed)
5	Other Offices- Primary Connectivity	Minimum 2 Mbps connectivity with requisite hardware.	198 Nos.
6	Secondary Connectivity on all offices other than Data Center	2 Mbps for RAPDRP town & for other town 1 Mbps from service provider other than primary Link.	254 Nos.

7	Operation & Maintenance	As per scope.	1 Job
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c. Ajmer Discom

Sr. No.	Item	Description	Qty.
1	RAPDRP Sub-division office – Primary link	2 Mbps MPLS Link with requisite hardware.	55 Nos. (List Enclosed)
2	Other Offices- Primary Connectivity	Minimum 2 Mbps connectivity with requisite hardware.	242 Nos.
3	Secondary Connectivity on all offices other than Data Center	2 Mbps for RAPDRP town & for other town 1 Mbps from service provider other than primary Link.	297 Nos.
4	Operation & Maintenance	As per scope of work.	1 Job

Schedule of requirement for Minimum Hardware

1. 2 Nos. VPN Server (1 for DC & 1 for DR center) with having capacity to handle minimum 2500 Nos. users at a time.
2. Other Item which are not mentioned here , but in the scope of work shall be part of schedule of requirement .
3. Apart from the above the provision to access the system from any time any where.

Appendix –D List of RAPDRP Sub-Divisions

A. Jaipur Discom

Sr. No	Circle	SDO Code	SDO Name
1	SE-Alwar	2101110	AEN(A-1, Alwar)
2	SE-Alwar	2101120	AEN(A-2, Alwar)
3	SE-Alwar	2101130	AEN(A-3, Alwar)
4	SE-Alwar	2101140	AEN(A-4, Alwar)
5	SE-Alwar	2101150	AEN(A5,Alwar)
6	SE-Alwar	2101170	AEN(O&M,MIA)
7	SE-Alwar	2101310	AEN(O&M, Bhiwadi)
8	SE-Alwar	2101410	AEN(O&M, Khairthal)
9	SE-Bharatpur	2102110	AEN(A-1, Bharatpur)
10	SE-Bharatpur	2102120	AEN(A-2, Bharatpur)
11	SE-Bharatpur	2102210	AEN(O&M, Deeg)
12	SE-Bharatpur	2102220	AEN(O&M, Kaman)
13	SE-Bharatpur	2102410	AEN(O&M, Bayana)
14	SE-Dausa	2103210	AEN(A-1,DAUSA)
15	SE-JCC	2104110	AEN A-III, SHASTRI NAGAR
16	SE-JCC	2104120	AEN A-I, NALA POWERHOUSE
17	SE-JCC	2104130	AEN A-II, BHANKROTA
18	SE-JCC	2104140	AEN A-IV, VAISHALI
19	SE-JCC	2104160	AEN A-V, BINAYAKA
20	SE-JCC	2104210	AEN B-I, RAMBAGH
21	SE-JCC	2104220	AEN B-II, RESIDENCY
22	SE-JCC	2104230	AEN B-III, GANDHI NGR
23	SE-JCC	2104240	AEN B-IV, DURGAPURA
24	SE-JCC	2104260	AEN B-V, Nirman Nagar
25	SE-JCC	2104310	AEN C-I, INDIRA MARKET
26	SE-JCC	2104320	AEN C-II, SANJAY MARKET
27	SE-JCC	2104330	AEN C-III, M.I.ROAD
28	SE-JCC	2104340	AEN C-IV, KHASA KOTHI
29	SE-JCC	2104410	AEN D-I, JAWAHAR NGR
30	SE-JCC	2104420	AEN D-II, ADARSH NGR
31	SE-JCC	2104430	AEN D-III, MALVIYA NGR
32	SE-JCC	2104440	AEN D-IV, PURANA GHAT
33	SE-JCC	2104510	AEN E-I, JANTA MARKET
34	SE-JCC	2104520	AEN E-II, RAMGANJ
35	SE-JCC	2104530	AEN E-III, NAHARI KA NAKA
36	SE-JCC	2104540	AEN E-IV, AMBER
37	SE-JCC	2104560	AEN E-V, BRAHAMPURI
38	SE-JCC	2104610	AEN F-I, SITAPURA
39	SE-JCC	2104620	AEN F-II, MANSAROVER
40	SE-JCC	2104630	AEN F-III, SANGANER
41	SE-JCC	2104640	AEN F-IV, PRATAP NAGAR
42	SE-JCC	2104650	AEN F-V, JAGATPURA

43	SE-JCC	2104710	AEN G-I, VKIA
44	SE-JCC	2104720	AEN G-II, VIDYADHAR NAGAR
45	SE-JCC	2104730	AEN G-III, MURLIPURA
46	SE-JCC	2104740	AEN G-IV, JHOTWARA
47	SE-JPDC,Jaipur	2105110	AEN(A-1, Chomu)
48	SE-JPDC,Jaipur	2105160	AEN(O&M,Kaladera)
49	SE-JPDC,Jaipur	2105710	AEN(O&M, Kotputali)
50	SE-Jhalawar	2106320	AEN(O&M, BhawaniMandi)
51	SE-Jhalawar	2106440	AEN(O&M, Jhalawar)
52	SE-Jhalawar	2106450	AEN(O&M, J.Patan)
53	SE-Kota	2107210	AEN(A-1, Kota)
54	SE-Kota	2107220	AEN(A-2, Kota)
55	SE-Kota	2107230	AEN(A-3, Kota)
56	SE-Kota	2107240	AEN(A-4, Kota)
57	SE-Kota	2107250	AEN(A-5, Kota)
58	SE-Kota	2107310	AEN(B-1, Kota)
59	SE-Kota	2107320	AEN(B-2, Kota)
60	SE-Kota	2107330	AEN(B-3, Kota)
61	SE-Kota	2107340	AEN(B-4, Kota)
62	SE-Kota	2107360	AEN(B-5, Kota)
63	SE-Kota	2107420	AEN (O&M-R), KOTA
64	SE-Kota	2107520	AEN(O&M, R.Mandi)
65	SE-SWM	2108150	AEN(A-1,SWM)
66	SE-SWM	2108220	AEN(A-1,GANGAPUR)
67	SE-Dholpur	2109110	AEN(A-1, Dholpur)
68	SE-Dholpur	2109210	AEN(O&M, Bari)
69	SE-Baran	2110110	AEN(A-1 Baran)
70	SE-Bundi	2111110	AEN(A-1, Bundi)
71	SE-Bundi	2111170	AEN(O&M, Lakheri)
72	SE-Karauli	2112110	AEN(A-1,HINDAUN)
73	SE-Karauli	2112210	AEN(O&M,KARULI)
74	SE- TONK	2113110	AEN(A-1,TONK)
75	SE- TONK	2113210	AEN(A-1,NEWAI)
76	SE- TONK	2113240	AEN(A-2,NEWAI)

B. Jodhpur Discom

Sr. No	Circle	SDO Code	SDO Name
1	SE-Bikaner	3101110	AEN(D 1, Bikaner)
2	SE-Bikaner	3101130	AEN(D 3, Bikaner)
3	SE-Bikaner	3101160	AEN(D 6, Bikaner)
4	SE-Bikaner	3101170	AEN(O&M, Gangashahar)
5	SE-Bikaner	3101310	AEN(O&M, Nokha)
6	SE-Bikaner	3101510	AEN(O&M-I ,Sri Dungeregarh.)
7	SE-Bikaner	3101610	AEN(D 2, bikaner)
8	SE-Bikaner	3101620	AEN(D 4, Bikaner)

9	SE-Bikaner	3101630	AEN(D 5, Bikaner)
10	SE-Bikaner	3101640	AEN(D 7, Bikaner)
11	SE-Hanumangarh	3102120	AEN(O&M, Hanumangarh Jn.)
12	SE-Hanumangarh	3102130	AEN(O&M, Hanumangarh Town)
13	SE-Hanumangarh	3102140	AEN(O&M, Pilibanga)
14	SE-Hanumangarh	3102210	AEN(O&M, Bhadra)
15	SE-Hanumangarh	3102220	AEN(O&M, Nohar)
16	SE-Hanumangarh	3102310	AEN(O&M, Sangariya)
17	SE-Sri ganganagar	3103310	AEN(City 1, Shriganganagar)
18	SE-Sri ganganagar	3103320	AEN(City 2, Shriganganagar)
19	SE-Sri ganganagar	3103330	AEN(City 3, Shriganganagar)
20	SE-Sri ganganagar	3103520	AEN(O&M, Suratgarh)
21	SE-Churu	3104110	AEN(O&M CHURU)
22	SE-Churu	3104220	AEN(O&M, Ratangarh)
23	SE-Churu	3104230	AEN(O&M, sardarsahar)
24	SE-Churu	3104310	AEN(O&M, Bidasar)
25	SE-Churu	3104320	AEN(O&M, Sujangarh)
26	SE-Churu	3104330	AEN(O&M, Ladnu)
27	SE-Churu	3104410	AEN(O&M, Sadulpur)
28	SE-Jodhpur city circle	3202110	AEN(A-1)
29	SE-Jodhpur city circle	3202120	AEN(A-2)
30	SE-Jodhpur city circle	3202130	AEN(A-3)
31	SE-Jodhpur city circle	3202140	AEN(A-IV)
32	SE-Jodhpur city circle	3202150	AEN(A-5)
33	SE-Jodhpur city circle	3202220	AEN(B-2)
34	SE-Jodhpur city circle	3202230	AEN(B-3)
35	SE-Jodhpur city circle	3202240	AEN(B-4)
36	SE-Jodhpur city circle	3202250	AEN(B-V, Boranada)
37	SE-Jodhpur city circle	3202260	AEN(B-VI, Jhalamand)
38	SE-Jodhpur city circle	3202310	AEN(C-1)
39	SE-Jodhpur city circle	3202320	AEN(C-2)
40	SE-Jodhpur city circle	3202330	AEN(C-3)
41	SE-Jodhpur city circle	3202340	AEN(C-IV, Pariharnagar)
42	SE-Jodhpur district circle	3203120	AEN(O&M, Bilara)
43	SE-Jodhpur district circle	3203140	AEN(O&M, Piparcity)
44	SE-Jodhpur district circle	3203340	AEN(City, Phalodi)
45	SE-Pali	3204140	AEN(O&M, Sumerpur)
46	SE-Pali	3204210	AEN(CSD-1, Pali)
47	SE-Pali	3204220	AEN(CSD-2, Pali)
48	SE-Pali	3204440	AEN(O&M,Sojatcity)
49	SE-Sirohi	3206150	AEN(O&M, Sirohi)
50	SE-Sirohi	3206210	AEN(O&M,Aburoad)
51	SE-Barmer	3301110	AEN(O&M, Balotra)
52	SE-Barmer	3301210	AEN(City1,Barmer)
53	SE-Barmer	3301260	AEN(City2,Barmer)
54	SE-Jaisalmer	3302110	AEN(Urban, Jaisalmer)

55	SE-Jalore	3303110	AEN(O&M, Bhinmal)
56	SE-Jalore	3303230	AEN(O&M, Jalore)

C. Ajmer Discom

Sr. No	Circle	SDO Code	SDO Name
1	SE-Ajmer Distt	1101110	AEN (O&M, Kishangarh)
2	SE-Ajmer Distt	1101130	AEN (RIICO, Kishangarh)
3	SE-Ajmer Distt	1101310	AEN (O&M, Kekri)
4	SE-Ajmer Distt	1101410	AEN (CSD- I)
5	SE-Ajmer Distt	1101420	AEN (CSD- II)
6	SE-Ajmer Distt	1101450	AEN (RIICO, Beawar)
7	SE-Ajmer Distt	1101520	AEN (O&M, Nasirabad)
8	SE-Bhilwara	1102110	AEN (CSD-I, Bhilwara)
9	SE-Bhilwara	1102120	AEN (CSD-II, Bhilwara)
10	SE-Bhilwara	1102130	AEN (CSD-III, Bhilwara)
11	SE-Bhilwara	1102140	AEN(CSD-IV),BHILWARA
12	SE-Nagaur	1103110	AEN (O&M, Makarana)
13	SE-Nagaur	1103220	AEN (O&M, Merta city)
14	SE-Nagaur	1103310	AEN (O&M, Nagaur)
15	SE-Nagaur	1103510	AEN (O&M, Deedwana)
16	SE-Nagaur	1103610	AEN (O&M, Kuchaman City)
17	SE-Ajmer	1104120	AEN (D-II, Ajmer)
18	SE-Ajmer	1104130	AEN (D-III, Ajmer)
19	SE-Ajmer	1104140	AEN (D-V, Ajmer)
20	SE-Ajmer	1104160	AEN (O&M, Shastri Nagar)
21	SE-Ajmer	1104210	AEN (D- I, Ajmer)
22	SE-Ajmer	1104220	AEN (D-IV, Ajmer)
23	SE-Ajmer	1104230	AEN (O&M, Mayo College)
24	SE-Ajmer	1104320	AEN (O&M, Madar)
25	SE-Sikar	1201330	AEN (CSD-I, Sikar)
26	SE-Sikar	1201350	AEN (CSD-II, Sikar)
27	SE-Sikar	1201360	AEN (CSD-III, Sikar)
28	SE-Sikar	1201510	AEN (O&M, Laxmangarh)
29	SE-Sikar	1201540	AEN (O&M, Fatehpur)
30	SE-Jhunjhunu	1202110	AEN(O&M,Chirawa)
31	SE-Jhunjhunu	1202120	AEN (O&M, Pilani)
32	SE-Jhunjhunu	1202220	AEN (O&M, Jhunjhunu)
33	SE-Jhunjhunu	1202330	AEN (O&M, Nawalgarh)
34	SE-Jhunjhunu	1202520	AEN (O&M,Khetri Nagar)
35	SE-Jhunjhunu	1202530	AEN (O&M,Khetri Town)
36	SE-Udaipur	1301110	AEN (PH-I, Udaipur)
37	SE-Udaipur	1301120	AEN (PH-II, Udaipur)
38	SE-Udaipur	1301130	AEN (O&M, Ambamata)
39	SE-Udaipur	1301140	AEN (O&M, Madhuvan)
40	SE-Udaipur	1301210	AEN(Sector-4, Udaipur)

41	SE-Udaipur	1301220	AEN(O&M, Ashok Nagar)
42	SE-Udaipur	1301230	AEN(O&M, Madri)
43	SE-Udaipur	1301240	AEN(O&M, Savina)
44	SE-Rajasamand	1302210	AEN (O&M, Kankroli)
45	SE-Rajasamand	1302220	AEN (O&M, Rajnagar)
46	SE-Rajasamand	1302310	AEN (O&M, Nathdwara)
47	SE-Banswara	1303110	AEN (City - I), Banswara
48	SE-Banswara	1303130	AEN (City - II), Banswara
49	SE-Chittorgarh	1304110	AEN (O & M, Chittorgarh)
50	SE-Chittorgarh	1304150	AEN (O&M, Rawatbhata)
51	SE-Chittorgarh	1304210	AEN (O&M, Nimbahera)
52	SE-Chittorgarh	1304220	AEN (REC, Nimbahera)
53	SE-Dungarpur	1305110	AEN (O&M, Dungarpur)
54	SE-Dungarpur	1305210	AEN (City, sagwara)
55	SE-Pratapgarh	1306110	AEN (O&M, Pratapgarh)