

TENDER SPECIFICATION # IT-06

Cost of tender specification: Rs.2950/-

“Development of Mobile Application for the Consumers of Jodhpur Discom”

Jodhpur Vidyut Vitran Nigam Limited
Office of the Superintending Engineer (IT)
NEW POWER HOUSE, JODHPUR – 342003 (Rajasthan)



Last date for submission of Proposal is **26-Sep-2017 up to 3 PM**

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JODHPUR VIDYUT VITRAN NIGAM LIMITED
IT CELL

TENDER SPECIFICATION # IT-06

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Important events and dates

Important Dates

S. No.	Event	Date
1	Last date & time of submission of tender at http://eproc.rajasthan.gov.in	26-Sep-2017 up to 15:00 Hrs.
2	Date and time of opening of part A of tender at http://eproc.rajasthan.gov.in	27-Sep-2017 at 15:00 Hrs.
3	Date, Time and Venue of Pre-Bid meeting	07-09-2017, 11:00 Hrs Conference Hall, IT Cell, AVVNL, Opp. 220KV GSS, Naka Madar, Ajmer

Important Notes

- (1) This tender document contains specification for development of Mobile Application for the Consumers of Jodhpur Discom.
- (2) Furnishing of earnest money as per this specification is essential otherwise the tender will not be accepted.
- (3) Deposition of tender cost is essential for participation in the tender.
- (4) The tender specification#IT-06 providing detailed terms and condition and technical details can be downloaded from our website www.energy.rajasthan.gov.in/JdVVNL and <http://eproc.rajasthan.gov.in>.
- (5) Validity of the proposals will be upto 120 days from date of opening of part-A bid or 60 days from the date of opening of price bid whichever is later.

SUPERINTENDING ENGINEER (IT)
JDVVNL, JODHPUR



Document Summary	
Document Name	Tender Specification # IT-06 <i>“Development of Mobile Application for the Consumers of Jodhpur Discom”</i>
Document Owner	Superintending Engineer (IT) Jodhpur Vidyut Vitran Nigam Limited, Jodhpur
Document Security Classification	Restricted
Permissions	This tender specification is not transferable and shall not be reproduced without written permission of the owner
Total number of pages	67



SECTION-I : Introduction

**JODHPUR VIDYUT VITRAN NIGAM LIMITED
IT CELL**

TENDER SPECIFICATION NO. IT-06

Introduction :

Jodhpur Vidyut Vitran Nigam Ltd (Erstwhile RSEB) [hereinafter to be referred to as JDVVNL] is a distribution Utility entrusted with the distribution of power. It caters power to approx. more than 37 Lac consumers under Jodhpur Discom.

JDVVNL intends to increase the customer satisfaction level and enhance the image of the company by increasing digital payments and thus is looking forward for development of mobile application for its consumers.

The application would provide better service and convenience to the consumers by facilitating them to address day to day transactions through mobile devices. It shall also increase the quantum of digital payments thereby fulfilling the objectives of Digital India Mission

SECTION-II : Scope and Objective of work

**JODHPUR VIDYUT VITRAN NIGAM LIMITED
IT CELL
TENDER SPECIFICATION NO. IT-06**

1. Scope of work:

The work involves development of a robust and highly responsive mobile application for the consumers of Jodhpur Discom.

- i. The Agency shall be responsible for development, installation, commissioning, testing, certifying & performance tuning of the Mobile App.
- ii. The Agency shall also be responsible for knowledge transfer & training of application at requisite levels about the successful running of the application.
- iii. The Agency shall create, operate and maintain an employee/consumer helpdesk & shall provide support for the entire contract period.
- iv. These shall also include support as application admin, system admin & database admin activities like security, patch against penetration testing, back-up etc. in production environment.
- v. The Agency shall provide warranty of complete Application including its related software, licenses, hardware, etc. for the entire contract period.
- vi. Any other work which shall be incidental in delivering the required scope of work successfully.

2. Objectives

Jodhpur DISCOM intends to achieve following major objectives through development of mobile application:

- a. Provide assured and timely services to the customers through mobile devices
- b. Enhancing customer satisfaction levels by continually improving the service standards and thereby the image of the utility in the eyes of the customers
- c. Bringing customer centric approach to the customer service processes
- d. Ensuring effective and timely delivery of various services to the consumer.
- e. Increase the quantum of digital payments thereby fulfilling the objectives of Digital India Mission.

3. Detailed scope and technical specifications of the work:

The scope of work shall be as under:

- i. The Agency shall be responsible for development, installation, commissioning, testing, certifying & performance tuning of the Mobile App.
- ii. The entire System/Solution shall be deployed on Cloud. The sizing, installing, deployment, maintenance, security, up keeping shall be under the scope of the vendor. The Cloud service shall be made available with the empanelled / registered service providers of Government of India for cloud base services. The copy of agreement shall be made available before the commencement of work. The generic and specific guidelines issued by State & Central Government IT departments

with respect to Hosting, Security, Vulnerability etc., have to be adopted and implemented during the tenure of the project. Discom shall be intimated of the cloud hosting and all related agreements and certificates.

- iii. The system involves integration with the existing system / applications developed under R-APDRP project deployed at Data Center and having DR at Jodhpur. All efforts involved in integration including any software / hardware / license / resource shall be on the part of the agency. No additional cost shall be paid by the Discom for this purpose.
- iv. The Agency shall also be responsible for knowledge transfer & training of application at requisite levels about the successful running of the application.
- v. The Agency shall create, operate and maintain an employee/consumer helpdesk & shall provide support for the entire contract period.
- vi. These shall also include support as application admin, system admin & database admin activities like security, patch against penetration testing, back-up etc. in production environment.
- vii. The Agency shall provide warranty of complete Application including its related software, licenses, hardware, etc. for the entire contract period.
- viii. Any other work which shall be incidental in delivering the required scope of work successfully.
- ix. It is to be clearly noted that the functionalities which are to be provided under this scope shall be available on all of the following with compatibility features as applicable and prevalent in market:
Mobile App for smart mobile phones / tablet / phablet etc. with android / iOS / windows operating system
- x. The Mobile Application should support both English & Hindi languages.
- xi. The location of User/Consumer should be tagged to the data and should allow over laying of data on any such geospatial maps like that open street maps or any such freely available open technology maps for tracking the activity.
- xii. The Application Should support drill down reports from Discom to consumer level and should also enable relevant KPIs / billing history, etc. be monitored/ viewed using the graphical and tabular dash boards. This should have access control and relevant authority should be able to view only the information related to his jurisdiction.
- xiii. System should support exporting of reporting data to various forms like PDF/ XLS / DOC / Text formats etc. The various alerts, acknowledgements, receipts shall be able to be generated and shall be able to be exported in PDF.
- xiv. The entire application(s) design should be simple and provide intuitive user experience, light weight and easy to deploy.
- xv. Data transfer between Application, components, Web Application, Mobile Application and any third party applications must be in secured form.
- xvi. Development environment of the Application and database should be of latest technology with relevant licenses, compatible with existing backend application developed under R-APDRP.
- xvii. The Application shall be built on SOA (Service Oriented Architecture). The integration with the third party systems like billing application, Payment gateways etc., should be done using RESTful Web Services / JSON, etc as per prevalent market and system should also support integration using other methods like file based transfer and direct interfacing with database for integration of third party existing billing systems.
- xviii. Application and its sub-components shall support easy upgrades in future during the contract period without any additional cost to the Discom.

- xix. Application and its sub-components shall be highly scalable to enterprise needs, reliable and robust. Agency needs to strike a balance between security of information and the ease of accessing the Application.
- xx. Application shall support Offline and saving mode for certain functions to offer users an experience without having to worry about availability of network. Ability to work offline while capturing data/photos/videos in remote areas, save temporarily until data is sent later via mobile network (GPRS data capability) or WLAN (WiFi). (Auto Sync on Data Connectivity).
- xxi. The Agency shall provide Helpdesk and training services along with knowledge transfer for the entire contract period. These will also include preparation of training materials such as manuals, screen grabber videos for users of application. The Agency shall submit the complete details of the each and every component of the Application namely software, hardware, databases, servers, architecture, etc. in understandable medium for adequate knowledge transfer to Discom Officials.
- xxii. Maker-checker Workflow provision (provision for multiple layers of checker) may be kept for photo/video/document uploading and other data upload option through the Mobile Application.
- xxiii. Ability for users to rate the Application and to add / surf comments of users. The Usage pattern of various functions on mobile application tool shall be recorded and presented to Discom as and when required.
- xxiv. Application should support access control and authentication mechanism to make sure authorized people can change the status or upload the data or pictures.
- xxv. Application shall support audio / video / documents / images etc.
- xxvi. Application shall support notifications such as Push Notification over App, SMSs, Emails, etc.
- xxvii. The responsibility of extracting the relevant information as desired from the existing and future billing and other systems of the Discom as well as sending the updated information back to these systems shall be of this Application. Any hardware / software along with relevant license shall be responsibility of the vendor.
- xxviii. All the Application and sub-components shall be updated on real-time basis.
- xxix. During the entire contract period, if required by Discom, the bidder must migrate the application and database to the new and upgraded cloud / any other DC / server used by the Discoms. No additional payment shall be made to the Agency for assistance in migration.
- xxx. It is to be clearly noted that apart from integration with the payment gateways, existing billing systems, customer call centre databases and servers, if required under the scope, the Agency shall have to develop separate system in the server and requisite Dashboard for Employees of Discom to facilitate operations covered under mobile apps and web-based tool.
- xxxi. The Application, server & related databases (App, VAPT (Vulnerability Assessment and Penetration Testing) shall be audited by Cert-In auditor before hosting with no cost to Discom.
- xxxii. The provision of audit, archival & back-up including disaster recovery shall be provided.
- xxxiii. Online bug reporting tool shall be provisioned for registering issues faced in the application. Debugging activities should be taken on priority basis so as to have minimal interruptions to the Discom App users.
- xxxiv. The front-view of mobile app shall be designed by Agency in consultation with Discom Officials and will launch once approved by Discom. The Apps currently prevalent in the market launched by private and public electricity utilities can be considered by the Agency.
- xxxv. The Mobile application (APP) which shall be provided by Agency shall be role-based, dynamic, online and robust. This shall be supported on smart mobile phones with OS such as Android, iOS, Windows including future versions of the mentioned OS and compatible with and shall be able to run on older versions across all platforms. Any updates with respect to the versions, the Application shall have to be updated accordingly without any extra cost.

- xxxvi. The mobile application should have feature / provision to monitor the activities / statistics / reports by the Discom.
- xxxvii. The mobile applications should be hosted onto the public application stores like Apple iTunes Store, Google Play store & Windows store and the responsibility as well as cost of hosting the same on the applicable stores shall have to borne by Agency in name of Discom. The Discom shall assist the Agency in any documentation required for hosting requirements in the name of Discom. Such hosting shall be initially for the period of contract and will also include any costs involved in updates to be provided on the respective stores. All the cost and responsibility for the same shall be on Agency.
- xxxviii. The App shall be developed based on Mobile Device Management (MDM) with functionalities of Mobile Device Management:
- Device management based on the IMEI number, Binding of users to the device for administration and security purposes.
 - Registration and de-registration of mobile devices used to access the mobile apps
 - Over the air updating of the mobile apps and configuration data as per business requirements
 - Get real time insights into the device deployment and logs for enhancing application performance and troubleshooting
 - Generation of reports on the mobile app users, usage, updates, etc.
 - Enforce policies and compliances

Application Features:

The Agency is required to fulfil the features and functionalities of existing consumer portal developed under WSS module of R-APDRP project. The major features and functionalities available on the existing consumer portal developed under WSS module of R-APDRP project are as under:

Manage consumer Account*Add Account (s)**Delete Account (s)***Manage Profile***Consumer Profile***Account Status***Current Bill**Previous Bill**Consumption Pattern**Average Consumption***Payment***Online Demand Payment**Pay Energy Bill**Online Payment Details***Complaints***Complaint Status**Register Technical Complaint**Register Theft Complaint***Online Commercial Request**

Bill Correction
Meter Change
Disconnection
Re-connection
New Connection
Load Change
Name Change
Category Change
Shifting of Connection
Register Request

Request(s) Status

Functional Requirements:

The agency shall elaborate all the features and functionalities of the mobile app in the Functional Design & Specification Document (FDS).

However, the functional requirements given above are on indicative basis and modifications can be based on prevalent market practices, improvements suggested by Agency/Discom and actual systems in place at Discom. There shall be no separate cost payment for such modifications during the contract period.

The bidders are presumed to have acquainted themselves with the scope of work of this specification by studying the existing consumer portal developed under WSS module of R-APDRP project. After award of contract, the agency shall prepare and submit a detailed FDS document for approval of the Discom.

Process requirements for some of the features and functionalities are given here under:

<p>Registration & Login</p>	<p>Three types of Users shall be able to access</p> <ol style="list-style-type: none"> 1) Non Consumer: Selection of this option shall guide the Consumer about Discom profile, tariff, etc. 2) Existing Consumer not registered on Mobile App: Selection of this option shall guide the Consumer to register with this facility. 3) Consumers who are already registered with the App. <p>It is to be noted that the difference between Non Consumer and Existing Consumer is that each Existing Consumer is having a Unique K. No.</p> <p>For Registration and Login the following shall be made available to the Consumer:</p> <ol style="list-style-type: none"> a) This Application shall enable Consumer to Register i.e. create account for using this Application. b) The Application shall enable Consumer to Login to their specific accounts after registration. c) The following options of login-can be made <ol style="list-style-type: none"> a. Combination of K. No./ registered mobile number based login and/or b. Combination of K. No. / registered e-mail based login and/or c. Finger print based login and/or d. Social Media Profile d) Once the login is made, there shall be option available to Consumer to keep him logged-in, every time he / she opens the Application. This will help the Consumer as he will not be required to enter the login details every time he accesses the Application. <p>There shall also be facility of storing and opening multiple accounts through the same App after selection of respective profile by the Consumer.</p>	<p>Features for Registration and Login features:</p> <ol style="list-style-type: none"> a) The system shall record all the login related information of the Consumer. b) The Application shall extract all the relevant information which is collected in the existing data base server of Discom and update the same as and when required. c) There shall be adequate mapping of the Consumer Information coming through this Application and information in the existing data base server.
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	<p>f) The login shall provide consumer information about his last login and device name such as Mobile/Computer for security purposes.</p> <p>g) The login-page shall also be equipped with features such as forgot password, etc. The Application shall enable consumer to get the information on his registered mobile number and email-id.</p> <p>h) Any change with respect to login credentials such as registered mobile number/email/K.No./password shall be done on immediate basis after requisite auto- verification tools such as email verification/ OTPs, etc.</p> <p>i) The log-in page shall provide the requisite disclaimers, terms & conditions, etc. related to usage of Mobile App The same shall be prepared by Agency and approved by Discom.</p>	
Dash Board	<p>The Consumer Dashboard shall appear once the Consumer is logged in. This dashboard shall provide the Consumer with the following modules</p> <ol style="list-style-type: none"> 1) Consumer Profile 2) Bill , consumption Information 3) Online Payment & Payment History 4) Complaint including theft reporting 5) Various Service Requests 6) Shut down Information 7) Consumer Education <p>The Dashboard page shall also provide link icons to the profiles of Discom on Facebook, Twitter, other social media, etc.</p> <p>The Dashboard shall also provide any specific notifications along with other alerts to be issued such as Disconnection, etc</p>	<p>The Dashboard on the Consumer-side App shall provide information after extracting the relevant and updated information from the respective servers/databases which holds the information</p> <ol style="list-style-type: none"> i. Bill,payment and Profile related information from Billing Server/Database/application <p>Historical Complaint related information from the Complaints database of Call Center of Discom</p>
Consumer Profile	<p>a) The Agency shall develop the feature in Application through which consumer can</p>	<p>a) The requisite information for this shall be</p>

	<p>access & view the relevant information pertaining to their connection.</p> <p>b) Indicative Fields are:</p> <ol style="list-style-type: none"> a. Consumer Name b. Consumer Category c. Tariff type d. Sanctioned load e. Sub-Division office f. Consumer Number(K.No.) <p>c) Some of these information like mobile no., e-mail, etc can be edited through app</p>	<p>extracted by Consumer-side Application through intermediate server from existing billing database server.</p> <p>b) Further, if there is any updates made by Consumer shall be updated in the intermediate as well as in the existing data base server.</p> <p>c) The fields required to be placed here will be informed by Discom. Further, the Agency shall update the field names/categories as and when instructed by Discom.</p>
<p>Bill Information & Payment</p>	<p>The Agency shall develop feature in Application for viewing and payment of electricity bill and demand note by consumers. The feature of online payment collection system should include:</p> <ol style="list-style-type: none"> a) Online payment options – Net banking, Credit Card, UPI, BBPS, wallets (like Paytm, mobikwik, etc.),etc. b) The payment option shall also enable saving of favorite payment information by Consumer such as he is not required to enter the details every-time giving due consideration to authorized payments and security. c) Feature to view the current bill summary details with break-up and with due dates along with dues, other charges, etc. d) Feature to view the last 6 bills in billing history. Such information shall also be enabled to view through graphs/bar-charts e) These bills shall be able to be downloaded 	<ol style="list-style-type: none"> a) The APP shall be able to interact with adequate the payment gateways and existing data base server. b) The historical and current bill details shall be able to be extracted and subsequently to be shown on the Consumer side Application. c) For Space Usage and speed and performance of the App, only the latest and last 6 bills details shall be made available. This can further be fixed after discussion with Agency on implications. d) Once the payment is

	<p>as PDF and feature shall also be able to be sent to Email.</p> <p>f) On-payment adequate acknowledgement shall be generated on successful payment through SMS, EMAIL, and Notifications.</p> <p>g) In case of part-payment, such details shall be updated accordingly with clearly showing the amount paid and pending for payment.</p>	<p>made the details shall be sent back to existing system for updation</p> <p>e) There shall be adequate recording of storing the usage patterns of payment modes i.e. via, Mobile App, Web-App, etc.</p>
Complaint Management	<p>The following features shall be available to consumers under this</p> <p>a) A Dashboard page showing Consumers status of past and current complaints/issues raised.</p> <p>b) Feature of raising new complaint/re-issue of closed complaint, etc. shall be provided.</p> <p>c) Specific/certain categories on an indicative basis shall be following:</p> <ol style="list-style-type: none"> No-Current Complaint Theft Cases Safety related issues Line breakage Defective Meter Burnt/Fault in transformers Billing related complaint Mobile App related Any other complaint/issue <p>A custom text field shall be provided where the customer shall be able to enter the details of the complaints.</p> <p>f) Post submission, an acknowledgement generation shall be there to the Consumer along with issue number.</p> <p>g) Once the complaint/issues is addressed the same shall be updated in the dashboard. Even, if there is any action required from the Consumer in closing the complaint the same may be updated in the dashboard and alerts shall be sent to the Consumer.</p>	<p>In the existing system of the Discom, the complaint sets are settled separately, such as:</p> <p>a) No-Current Complaint goes to the Call Centre and the same is completed through Fault Rectification Team (FRT) which is outsourced. Once the complaint is resolved, the same is updated by Call Center in the Call Center system.</p> <p>b) Other Complaints are registered at call center which are subsequently directed to the respective Discom officer in the field. Once the complaint is resolved the information is sent to the CallCenter.</p> <p>The handling of the complaints/issues at the back-end shall be done as following under new system:</p> <p>a) Once the complaint is registered on mobile</p>

	<p>d) A feature of re-opening of complaint may be provided to Consumer through Application.</p>	<p>app, the same shall be sent to the customer call centre along with relevant details of the Consumer.</p> <p>b) The Acknowledgement number generated by the existing system shall be sent to Consumer-side Application.</p> <p>c) Once the complaint is resolved, the information shall be sent to the Consumer-side Application.</p> <p>d) A system of escalation mechanism may be developed in case the Consumer opens a closed complaint in specific time.</p>
Service Requests	<p>Registration of Service Requests for and generating acknowledgement and status</p> <ul style="list-style-type: none"> ▪ <i>Bill Correction</i> ▪ <i>Meter Change</i> ▪ <i>Disconnection</i> ▪ <i>Re-connection</i> ▪ <i>New Connection</i> ▪ <i>Load Change</i> ▪ <i>Name Change</i> ▪ <i>Category Change</i> ▪ <i>Shifting of Connection</i> ▪ <i>Register Request</i> <p>Service Requests for changes in profile details which are not editable in the Consumer Profile such as load enhancement/reduction,etc.</p>	

Application Source Code Handover Process

- 1) Source Code should be handed over to Discom for each phase/ minor/ major releases.
- 2) Source Code handover and Installation of complete Application, database and individual components, along with all the required software / license / certificates / audit report for further development/maintenance.
- 3) Technical documents i.e. System Design, Detailed Design, Application Architecture, Coding Guidelines followed, User Manual and any other technical documents (which are required for understanding the application design) should be handed over to Discom
- 4) For better understanding of the Application for further development/maintenance, a presentation on application architecture and design should be arranged by the vendor to Discom at any point of time after successful go-live of the application.
- 5) Code review of the Application may be done either by Discom or by any other third party appointed by Discom. Further the review observations if found, should be duly attended by the vendor during the code hand over process.
- 6) The Intellectual Property Right (IPR) of the developed application will belong to Discom. The Discom reserves the right to add / modify / update features in the app either by itself or any agency hired by Discom for the purpose.

Other Scope

Any other deliverables, which are not specifically mentioned above but are found to be necessary during the assignment for successful completion of the assignment to the satisfaction of Discom shall be provided without additional cost. Any changes based on feedback from DISCOM, Consumers evolved during the implementation shall be included without any additional cost. At each stage as desired by Discom, the agency shall be required for interaction and attend review meetings/ make presentations to Discom Management. The agency shall work in close co-ordination as may be required for satisfactory completion of the assignment.

Note:

Before furnishing the bid, the bidder may study the present system of the Discom. The bidders are presumed to have acquainted themselves with the scope of work of this specification by studying the existing consumer portal developed under WSS module of R-APDRP project. After award of contract, the agency shall prepare and submit a detailed FDS document for approval of the Discom.

SECTION-III : Pre Qualification Requirements
JODHPUR VIDYUT VITRAN NIGAM LIMITED
IT CELL
TENDER SPECIFICATION NO.IT-06

The bidder must possess the following requirements:

S. No.	Criteria	Supporting Documents Required
A. General Requirement		
1.	Proposals shall be submitted by an individual Bidder registered under the Indian Companies Act 1956/2013	Self-attested copy of the Certificate of Incorporation/ Registration Certificate / Certificate of Commencement of Business
2.	The Bidder should have a valid GSTIN number	Relevant document
3.	The bidder must not have been blacklisted by any of the Central/ State Government or Government owned utilities in India for fraudulent or corrupt practices.	The bidder should provide an undertaking (self-certificate) that the bidder has not been blacklisted for fraudulent or corrupt practices by any of the Central/ State Government or Government owned utilities in India.
B. Technical Requirement		
4.	The bidder must have successfully developed & deployed at least three mobile apps (having online payment facility) during the last three financial years (FY 2014 -2017) out of which at least one app should have been developed and deployed for Govt. deptt. / utilities like power / telecom / banking / water /insurance etc. in India.	(a) Copy of work order(s) mentioning the nature of work, the period during which the work was done, the value of the completed work (b) Copy of completion certificate against the submitted work order(s) along with performance certificate.
5.	The bidder must have a valid and relevant ISO certification or higher, valid for at least six months after submission of bid.	Copy of certificate

C. Financial Requirement		
3.	Annual turnover of the bidder should be at least Rs. 1 Crore (Rupees 1,00,00,000) in every year of last three financial years (From April 14- March-17) but the total turnover for last three financial years should not be less than Rs 5 Crores.	Copy of annual Audited balance sheets and profit and loss statements should be enclosed for the last three financial years as mentioned along with and Chartered Accountant Certificate indicating turnover and positive Net Worth during last three financial years, i.e., years (From April 14- March-17)
4.	The bidder must submit a Power of Attorney (“POA”) duly notarized authorizing a person to sign the documents on behalf of the company, submit technical, Commercial bid and do anything incidental to the submission of bid for this tender and signing of contract, in case of award.	Original Power of Attorney to be attached. (Bidder has to take due care in notarizing, purchasing stamp paper of adequate duty as per Applicable Stamp Act and validity, executing the same. All the remaining original documents to be submitted and executed for the purpose of this tender shall be post-dated of date of POA)

In addition to above, the bidder must fulfill the following requirements:

1. Personal capabilities:

The bidder should have necessary trained and experienced staff to carry out this project. The bidder shall ensure that deputed personnel are trained and experienced for execution of the contract and for operation and maintenance period so that all activities are carried out in a highly professional and sound managerial manner.

The bidder shall provide an undertaking on non judicial stamp papers along with its proposal that it shall comply with the experience and skill sets of the personnel required for this project if the project is awarded to him.

In case of non-furnishing of requisite undertaking along with the bid the bid will be considered as bid without this requirement

2. Requisite hardware / software:

The bidder must have the required hardware / software tools for carrying out the services as required in the scope of work. Bidder shall give a brief write-up on the facility i.e. Hardware /software tools, available with him. The bidder should confirm on non judicial stamp paper that he will own or have assured access to [through hire, lease, purchase agreement or other means] sufficient number of equipment / adequate technology for smooth & speedy execution of all activities of the proposed work.

In case of non-furnishing of requisite undertaking along with the bid the bid will be considered as non responsive proposal.

SECTION – IV: Instructions to Bidders

JODHPUR VIDYUT VITRAN NIGAM LIMITED IT CELL

TENDER SPECIFICATION NO.IT-06

1. General Instructions

- 1.1** Jodhpur Vidyut Vitran Nigam Ltd. or any authority designated hereinafter called 'OWNER' will receive bids in respect of services as set forth in the accompanying specification.
- 1.2** All bids shall be prepared and submitted in accordance with these instructions.
- 1.3** The Bidder, in his own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in General Conditions of Contract and Technical specification before filling the Bid proposal form.
- 1.4** If the bidder has any doubt as to the meaning of this specification or any portion thereof, he shall before submitting the Bid, may refer the same to the Superintending Engineer(IT), Jodhpur Vidyut Vitran Nigam Limited, Jodhpur in writing well in time before the specified date of opening of Bids so that such doubts may be clarified.
- 1.5** Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/ commented by him in his Bid.
- 1.6** Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the bidders.

2. 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.

3. Field conditions

- a. The bidder may in its own interest, before submitting the bid, examine the existing system and satisfy himself regarding the existing system.
- b. For ascertaining the existing system, the bidder may contact the SE (IT) of JDVVNL. For any clarification regarding this document the prospective bidder may contact the SE (IT), JDVVNL, Jodhpur.
- c. No claim for change in the bid or terms & conditions of the contract shall be entertained on the ground that the conditions are different than what were contemplated.

4. Amendments to bid document

At any time prior to the date of submission of bid as well as up to opening of Part-B price bid, JDVVNL may for any reason, modify the bid document by issue of amendment(s) which shall form part of it.

5. Due date extension

Extension of the due date, if considered necessary may be done by JDVVNL.

6. Deviation from bid documents

- a) The offer must have 'No Deviation' certificate as per Schedules 1, 2 & 3 of this tender document.
- b) If the bidder has any deviations, such deviations may or may not be accepted on its merit subject to financial and technical implications.
- c) The bid must include a separate statement indicating all deviations from the bid documents as per format enclosed at Schedule 1.
- d) All such deviations must be clearly mentioned in Schedule of Deviation
- e) The bidder has to submit clause – by clause compliance in the following template.

Table: Template for clause by clause compliance statement

Clause No	Sub Clause No	Page No	Clause Details	Compliance status		
				Yes	No	Alternate proposal

7. PREPARATION OF BIDDING DOCUMENT

7.1 EARNEST MONEY DEPOSIT (EMD):

- I. The bidders shall deposit an amount of Rs 80 Thousand (Rs. Eighty Thousand only) as Earnest Money by DD/Banker's cheque payable in the name of Sr. Accounts Officer (CPC), JDVVNL, Jodhpur.
- II. The bidders shall deposit the EMD in above said format to the Sr. Accounts Officer (CPC), JDVVNL, Jodhpur up to stipulated date & time, and obtain a receipt, thereof. The Sr. Accounts Officer (CPC), JDVVNL, Jodhpur will be the custodian of the EMD.
- III. Any tender not accompanied with a copy of the Receipt for Earnest Money/Crossed Bank Draft shall be rejected and the tender will not be accepted.
- IV. In case of unsuccessful bidders, the Earnest money will be refundable on production of the original receipt within a fortnight after finalization of the tender. In case of successful bidder, the Earnest Money will be taken into account in arriving at the amount of the security cum performance guarantee (as per clause no 3

section 2) if vendor desires to furnish cash security deposit. However if the security cum performance guarantee is furnished through bank guarantee (BG) the EMD will be released consequent to acceptance of such BG.

- V. Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the JDVVNL in connection with some other tenders/orders shall not be entertained.
- VI. No interest shall be payable on such Deposits.
- VII. JDVVNL reserves the right to forfeit Earnest Money Deposit or a part thereof in circumstances, which according to it indicate that the bidder is not earnest in accepting/executing order placed under the specification.

7.2 TENDER SPECIFICATION COST & TENDER PROCESSING FEE

The bidders are permitted to download the bid document from websites <https://eproc.rajasthan.gov.in>, www.energy.rajasthan.gov.in but must pay the cost of tender/bidding document **Rs. 2950/-** (Rupees Two Thousand Nine Hundred Fifty only) [non-refundable] by DD/Banker's Cheque in favour of Sr. Accounts Officer [CPC], JDVVNL, Jodhpur and e-tender processing fee amounting to Rs. 1180/- (Rs. One Thousand One Hundred and Eighty only) by DD/Banker's Cheque in favour of M.D, RISL payable at Jaipur up to stipulated date & time in the office of Superintending Engineer (IT), JDVVNL, Jodhpur and obtain acknowledgement thereof. The processing fee will be sent to RISL by Sr. AO (CPC)JDVVNL,Jodhpur..

8. CLARIFICATIONS AND AMENDMENTS & DEVIATION FROM BIDDING DOCUMENT

8.1 CLARIFICATIONS TO THE BID DOCUMENT

- 8.1.1** If the prospective bidder has any doubts as to the meaning of any portion of the bidding document, then he is allowed to refer the same to the tendering authority and get clarifications. He may do so by contacting the tendering authority in writing at the tendering authority's address indicated in the NIT.
- 8.1.2** The Tendering authority shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it and shall also place it on the website of JDVVNL, including a description of the inquiry but without identifying its source.
- 8.1.3** Should the Tendering authority deem it necessary to amend the Bidding Document as a result of a clarification or otherwise, it shall do so by issuing a revised bidding document and/ or Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in order to give reasonable time to the prospective Bidders to take into account the amendment.

8.2 AMENDMENT OF BIDDING DOCUMENT

- 8.2.1** At any time prior to the deadline for submission of the Bids, the tendering authority may amend the Bidding document by issuing Corrigendum/Addendum.
- 8.2.2** Any Corrigendum/Addendum issued shall be a part of the Bidding document and shall be communicated in writing to all, who have purchased the Bidding document.
- 8.2.3** To give prospective Bidders reasonable time in which to take a Corrigendum/Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.

- 8.2.4** Any change in date of submission and opening of bids would be published in appropriate manner including the websites mentioned in the NIT.

8.3 DEVIATION FROM BID DOCUMENTS:

The bid offer must include a separate statement indicating all deviations from the bid documents as per format enclosed at Schedule-1. All such deviations shall be clearly mentioned in Schedule of Deviations. JDVVNL reserves the right to accept the deviation with financial implication or reject out rightly. Unless the deviations from the bid documents are specifically mentioned, it will be understood and agreed that the proposal is based on strict conformity to JDVVNL's specifications in all respect and it will be assumed that all terms & conditions are acceptable to the Bidder.

9. SUBMISSION AND OPENING OF BIDS

9.1 COST OF BIDDING

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

9.2 LANGUAGE OF BIDS

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

9.3 BIDS ARE TO BE SUBMITTED IN TWO PARTS

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

9.4 SUBMISSION OF PROPOSALS

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

9.4.2 Physical submission of bids is not allowed.

9.5 FILLING OF BIDS

- 9.5.1** Tenders shall be submitted online in the electronic format attached here to and all blanks in the tender and the schedule to the specification shall be duly filled in. The completed forms, schedule(s) shall be considered as part of the contract documents in the case of successful bidder(s).
- 9.5.2** No alteration should be made to the format of the tender specification and schedules. The bidder must comply entirely with specification.

- 9.5.3** The tender and all accompanying documents shall be in Hindi/English Language and shall be signed digitally by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the tender.
- 9.5.4** Tender should be filled in only with ink or typed and must be submitted online after signing digitally.
- 9.5.5** All additions, alterations and over-writing in the bid must be clearly signed by the signatory of the bidder otherwise bid will be summarily rejected.
- 9.5.6** The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any room for doubt.
- 9.5.7** The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- 9.5.8** Any printed conditions of sale on the bid shall not be accepted by the purchase Authority. The bidder shall incorporate their conditions of sales, if any, in the text of the bid itself.
- 9.5.9** All bids and accompanying documents shall be addressed to the Jodhpur Vidyut Vitran Nigam Limited.
- 9.5.10** The tenders/quotations given in the form other than prescribed form will not be considered.
- 9.5.11** The bidder shall clearly indicate the deviation such as Technical Deviation & Commercial Deviation in the prescribed format only. The deviation indicated elsewhere in the bid shall not be accepted.
- 9.5.12** The tender offer shall be submitted in time specified on <https://eproc.rajasthan.gov.in> in electronic format in the following manner:
- 9.5.12.1 COVER – I** Fee (to be filed in pdf format)
- I) Proof of depositing EMD in the prescribed form as defined hereunder at Clause “Earnest Money Deposit (EMD)” i.e. the acknowledgement issued by the SE (IT), JDVVNL, Jodhpur on account of depositing the EMD.
- II) Proof of submitting RISL Processing Fee i.e the acknowledgement issued by the SE (IT), JDVVNL, Jodhpur on account of depositing the processing fee of RISL through DD/Banker’s Cheque in favour of M.D, RISL payable at Jaipur.
- III) Proof of submitting Tender document cost i.e the acknowledgement issued by the Superintending Engineer (IT), JDVVNL, Jodhpur on account of depositing tender document cost through DD/Banker’s Cheque in favour of Sr. Accounts Officer(CPC), Jodhpur Discom payable at Jodhpur.

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

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

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

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

9.6 DOCUMENTS COMPRISING THE BID

- 9.6.1** The tender shall be accompanied with the schedules, documents mentioned in the specification.
- 9.6.2** The tender which is not accompanied by any or all mentioned schedules, documents or is accompanied by incomplete Schedules/ schedules is liable for rejection.
- 9.6.3** The purchaser may advise any bidder to furnish the documents in original or copy duly attested by Notary as the case may be for verification, in physical form on short notice of three days.
- 9.6.4** Techno-Commercial Bid as detailed below:
- 1** The bidder needs to furnish full details about organization's competence, financial strength, details of experience in accordance with the QR specified at Section III. The bidder must submit its proposal along with the following documents.
 - 2** Proof of depositing EMD in the prescribed form as defined hereunder at Clause "Earnest Money Deposit (EMD)" i.e. the acknowledgement issued by the SE (IT), JDVVNL, Jodhpur on account of depositing EMD in favour of Sr. Accounts Officer (CPC), Jodhpur Discom, Jodhpur.
 - 3** Proof of submitting tender processing fee i.e. the acknowledgement issued by the SE (IT), JDVVNL, Jodhpur on account of depositing the processing fee of RISL through DD/Banker's Cheque in favour of M.D, RISL payable at Jaipur.
 - 4** Proof of submitting Tender document cost i.e. the acknowledgement issued by the SE (IT), JDVVNL, Jodhpur on account of depositing tender document cost through DD/Banker's Cheque in favour of Sr. Accounts Officer(CPC) payable at Jodhpur.
 - 5** Cover letter on company's letter head
 - 6** Annexure 1 to 14
 - 7** Schedules 1 to 6
 - 8** Original consortium agreement between the bidder and his collaborators or associates, if any;
 - 9** Power of Attorney/Board Resolution in favor of signatory of the bid
 - 10** Supporting documents to ascertain the eligibility/ qualification as per the Qualification Requirements (QR) of the tender as per details at Section III.
 - 11** Other details as called for in the tender specification document or which the bidder may like to highlight
 - 12** Check lists as given in this document.
 - 13** Techno-commercial proposal in the format given in Section-6(Annexure & Schedule) comprising details & design of the proposed system(s) to meet out the work requirement, together with its capabilities along with commercial terms and conditions.
 - 14** In this part the bidder will submit full relevant documents substantiating the details provided in the annexure and schedules

- 15 The bidder will substantiate details of the company (as declared on Annexure-1) in the form of Certificate of Incorporation, MoU, registration certificate or any other relevant document as the case may be
- 16 Controlling offices that would be established to undertake the proposed work
- 17 Project organization structure
- 18 Names of the key resources that would be deployed along with their proposed position
- 19 CVs of the key proposed resources as mentioned in point 18 above.
- 20 Audited balance sheet and P&L statement required to ascertain the qualification of turn over
- 21 Copies of work order and performance report for the projects undertaken / in hand (as declared on schedule -5)
- 22 Approach and methodology to execute the project
- 23 Details of guaranteed and other reports.
- 24 Project implementation plan (in form of a Gantt Chart)
- 25 Details of the system proposed; a write up on the system that would be installed / developed to meet the requirements as specified in scope of work

9.7 ALTERNATIVE BIDS

Alternative bids shall not be considered at all.

9.8 BID PRICES

- 9.8.1 All the prices should be quoted only in Indian Rupees (INR) Currency.
- 9.8.2 Prices/ Rates shall be written both in words and figures. There should not be errors and/ or over-writings. Corrections/ alterations, if any, should be made clearly and initialed with dates by the authorized signatory.
- 9.8.3 The prices quoted in BOQ.xls should be exclusive of all service tax and other government levies as applicable but have to explicitly specify applicable rate of taxes in financial offer declaration (MS Word Format). All the taxes as per Government norms shall be on JDVVNL account.
- 9.8.4 The bidder will furnish the break-up of the quoted price in financial offer according to the SECTION-VI indicating rate and type of each tax clearly, as per the prevailing rate on the bid date. Any statutory variation and imposing new tax by government subsequently during the currency of contract shall be on JDVVNL account.
- 9.8.5 **Duties and taxes:** Jodhpur Vidyut Vitran Nigam Limited is registered dealer under Rajasthan VAT and Central Sales Tax Act Reg No. 08442703458 (TIN) and is entitled to concessional rate of Central/State sales tax as per rules in force.

9.9 PERIOD OF VALIDITY OF BIDS

9.9.1 The submission of any bid connected with these documents and specification shall constitute an agreement that the Bidder shall have no cause of action or claim, against the owner for rejection of his bid. The owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the owner.

9.9.2 The bids shall be valid for a minimum period of 120 days (One hundred twenty) days from the date of opening Part-A or 60 (sixty) days from the date of opening of Part-B wherever is later. Bids mentioning a shorter validity period than specified are likely to be summarily rejected / ignored.

9.9.3 Owner may ask for extension in validity period. The Bidder will be at liberty to accept it or not. In case Bidder agrees to extend the validity period without changing his original offer, he will be required to extend validity period of the Bank Guarantee (Submitted against the EMD) suitably.

9.10 FORMAT AND SIGNING OF BID

9.10.1 The bidder has to submit Earnest Money Deposit, Tender document fee and e-tender processing fee before opening of Technical bid as given in the NIT. The Technical bid and financial bid shall be submitted on the website <https://eproc.rajasthan.gov.in>.

9.10.2 All copies of the bid shall be typed or clearly hand written and shall be signed (all the pages) by a person duly authorized to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written confirmation as specified in the bidding document and shall be attached to the bid.

9.10.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.

9.11 SIGNATURE OF BIDDER

9.11.1 The bid must contain the name, address and place of business of the person or persons making the bid and must be signed and sealed by the Bidder under his usual signature. The name(s) of all the persons signing should also be typed or printed below the signature.

9.11.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership firm name, followed by the signature (s) and designation (s) of the authorized partner (s) or other authorized representative (s).

9.11.3 Bids by corporation/ company must be signed with the legal name of the corporation/ company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such corporation/company in the matter.

9.11.4 A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'Agent' or other designation without disclosing his principal will be liable to be summarily rejected.

9.11.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

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

9.11.7 Erasures or other changes in the bid documents shall bear the initials of the person signing the bid.

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

9.12 DEADLINE FOR THE SUBMISSION OF BIDS

- 9.12.1** Bids must be submitted by the bidders on the website <https://eproc.rajasthan.gov.in> at the address and no later than the date and time indicated in the NIT.
- 9.12.2** Any change in date of submission and opening of bids would also be placed on the JDVVNL websites immediately. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.
- 9.12.3** The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

9.13 DELAYED/ LATE BIDS

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

9.14 RECEIPT OF TENDERS/ BIDS

- 9.14.1** Access to the bids is strictly restricted and will be provided only to the concerned officers of JDVVNL doing the evaluation.
- 9.14.2** Bids received by modes other than submission on <https://eproc.rajasthan.gov.in> website will not be considered.

9.15 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

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

9.16 BID OPENING

- 9.16.1** The designated Procurement Committee will perform the bid opening, which is a critical event in the bidding process.
- 9.16.2** The tendering authority shall conduct the bid opening at the address, date and time specified in the NIT.
- 9.16.3** All the bids received up to the specified time and date in response to all the bid inquiries shall be opened by the members of the designated Procurement Committee after entering their corresponding credentials (login id and digital signatures) in the website <https://eproc.rajasthan.gov.in> at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present.

10. EVALUATION AND COMPARISON OF BIDS

10.1 GUIDING PRINCIPLE FOR EVALUATION OF BIDS

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

10.2 CONFIDENTIALITY

- 10.2.1** Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
- 10.2.2** Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
- 10.2.3** From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

10.3 CLARIFICATION OF BIDS

- 10.3.1** The bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and terms matters which may in any way affect the Work or the cost thereof.
- 10.3.2** If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation/ clarification by the owner.
- 10.3.3** The Owner, then, will issue interpretation and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the bidder's proposal.
- 10.3.4** Verbal clarifications and information given by the owner or his employee(s) or his representative(s) shall not in any way be binding on the owner.
- 10.3.5** 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.
- 10.3.6** 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.

10.3.7 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids.

10.4 FINANCIAL OFFER

The rates are to be quoted in the following format:

Item	Base rate excluding all taxes / surcharge etc. (INR)	Quantity	Total cost (INR)
Development of mobile application as per the scope including support and maintenance charges for 1 st year from the date of deployment in public domain		01	
AMC charges for next 2 years		02	
Total			

All the taxes as per Government norms and statutory variation in tax slab at later stage shall be on JDVVNL account.

10.5 REVISED FINANCIAL OFFER

10.5.1 Before opening of original financial offer, JDVVNL reserves the rights to ask the bidders probably only to the shortlisted bidders to furnish revised sealed financial offer, instead of opening the original financial offer, on account of any changes (Technical or commercial) to be incorporated in the specifications subsequent to the opening of part A and presentation.

10.5.2 Under such circumstances the original financial offer will not be considered and will be super ceding by the revised financial offer.

10.6 DETERMINATION OF RESPONSIVENESS

10.6.1 The tendering authority's determination of the responsiveness of a bid would be based on the contents of the bid itself.

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

- ❖ "Deviation" is a departure from the requirements specified in the bidding document.
- ❖ "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document.

- ❖ “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

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

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

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

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

10.7 EVALUATION OF BIDS

10.7.1 The tendering authority shall evaluate each bid that has been determined, up to the stage of the evaluation, to be substantially responsive.

10.7.2 To evaluate a bid, the tendering authority shall use all the criteria and methodologies defined in section: “Evaluation of technical bids” of this bidding document.

10.7.3 To evaluate a bid, the tendering authority shall consider the following: -

- ❖ The bid price as quoted in accordance with bidding document.
- ❖ Price adjustment for correction of arithmetic errors in accordance with bidding document.

10.8 EVALUATION OF TECHNICAL BIDS

10.8.1 The initial technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of technical bids.

10.8.2 The number of firms qualified in technical evaluation, if less than three, and it is considered necessary by the tendering authority to continue with the bid process, reasons shall be recorded in writing; otherwise fresh bids will be invited.

10.8.3 After approval of the technical evaluation by tendering authority, the firms which qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial bids.

- 10.8.4** The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will not be opened and EMD refunded after completion of the bid process i.e. award of the contract to the best/ successful bidder.
- 10.8.5** The Tendering Authority will carry out a detailed evaluation of the bids as per criteria in Eligibility Criteria mentioned in RFP on the basis of documentation enclosed along with the technical bid.
- 10.8.6** In order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents the Tendering Authority will examine the information supplied by the Bidders.

10.9 EVALUATION OF FINANCIAL BIDS

- 10.9.1** The financial bids of bidders who qualified in technical evaluation shall be opened at the notified time and date at <http://eproc.rajasthan.gov.in> by the members of the designated Procurement Committee.
- 10.9.2** Conditional bids are liable to be rejected.
- 10.9.3** The offers shall be evaluated and marked L1, L2 and L3 etc. L1 being lowest offer and then others in ascending order

10.10 CORRECTION OF ARITHMETIC ERRORS

10.10.1 Provided that the bid is substantially responsive, the competent Procurement Committee shall correct arithmetical errors on the following basis: -

- (i) 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 tendering authority 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;
- (ii) 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
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to point (i) and (ii) above.

10.11 NEGOTIATIONS

10.11.1 Negotiations shall be conducted with the bidder having highest financial offer only and by information given in writing with a minimum period of 3 days (in case of a local bidder) and 7 days (in case of an outstation bidder) shall be given for response in writing and in sealed cover. In case of urgency the tender sanctioning PC may reduce the notice period for negotiations, provided the bidder receives the information regarding holding negotiations.

10.11.2 In case the lowest / best bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the tender sanctioning Procurement Committee may decide to make a

written counter offer to the lowest/ best bidder. If the lowest/ best bidder does not accept the counter offer given by the Procurement Committee, the Procurement Committee may recommend rejecting the bid or may repeat the process to make the same counter offer to second lowest/ best bidder and so on to third, fourth lowest/ best bidder, etc. till any bidder accepts it.

10.12 DISQUALIFICATION

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

- i) Any action on the part of the bidder to revise the rates/prices and modification in technical or commercial substance of original offer, at their own.
- ii) Submission of any supplementary information unless & otherwise asked for at his own instance after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bid to the NIGAM at least for one year.
- iii) The Bidder has been disqualified from any other DISCOM for technical incompetence or 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 as asked by JDVVNL, the bid/offer may be rejected/non-responsive.
- vi) In case of bidder not furnishing the original physical bid before opening of financial bid in the desired format the bid/offer may be rejected/non-responsive.
- vii) In case of bidder not adhering to the format of financial offer given with this document the bid/ offer may be rejected/ non-responsive.
- viii) In case of any foot note or explanatory statement in the financial offer the bid/offer may be rejected/non-responsive.
- ix) 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.
- x) In case of any calculation mistake in the price bid the bid / offer may be rejected / non-responsive.
- xi) In case of any miss apprehension at bidder level which consequent to wrong price bidding , JDVVNL reserve the right to reject the bid or take necessary loading / unloading to arrive the correct price as per aspersions of JDVVNL / 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.
- xii) The zero priced or null value price bid / bid component, offer may be rejected /non-responsive.
- xiii) Does not meet the minimum eligibility criteria as mentioned in the bidding document.
- xiv) During validity of the bid or its extended period, if any, increases his quoted prices.
- xv) Has imposed conditions in his bid.
- xvi) Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- xvii) Has submitted the bid after due date and time.
- xviii) Is found to have a record of poor performance such as abandoning work, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- xix) Has submitted bid which is not accompanied by required documentation and Earnest Money Deposit (EMD).
- xx) Has failed to provide clarifications related thereto, when sought.

- xxi) Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- xxii) Who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.

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

10.12.2 Tendering authority's Right to accept/ Reject any or all of the Bids. The tendering authority reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the bidders or any obligation to inform the affected bidder or bidders of the grounds for the owner's action.

11. AWARD OF CONTRACT

11.1 ACCEPTANCE OF THE TENDER/BID AND NOTIFICATION OF AWARD

- 11.1.1** Prior to the expiration of the period of bid validity, the tendering authority shall notify the successful bidder, in writing, that its bid has been accepted.
- 11.1.2** The tendering authority shall award the Contract to the bidder whose offer has been determined to be substantially responsive and technically qualified as per the bidding document, and is L1 provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.
- 11.1.3** The tender sanctioning Procurement Committee after due consideration of bids, their conditions, financial implications, seeing samples, test reports, if any, discussions with the bidders about important features of their articles, etc., shall take decision regarding acceptance or rejection of the bid.
- 11.1.4** Decision on bids shall be taken within original validity period of offers which shall be kept up to 180 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.
- 11.1.5** As soon as a bid is accepted by the tendering authority, its written intimation would be sent to the concerned bidder. If the issuance of formal Work Order is likely to take time, a Letter of Intent (LOI) may be sent in the meanwhile. In the same intimation the bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value and deposit the amount of prescribed performance security deposit within 15 days from the date of issue of acceptance.
- 11.1.6** The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder.

11.1.7 The acceptance of the bid shall also be placed on website of JDVVNL for general information to all.

11.1.8 The EMD of the bidders whose bids could not be accepted shall be refunded soon after the agreement with the successful bidder is executed and his performance security deposit is obtained. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

11.2 SIGNING OF CONTRACT

11.2.1 The successful bidder will, on receipt of Letter of award from JDVVNL enter into a contract with JDVVNL by jointly signing an agreement.

11.2.2 The draft of the agreement based on the terms sheet, detailed in Section-VI and Section-II will be forwarded to the successful bidder for execution.

11.2.3 The agreement will be executed within fifteen days thereafter. The person to sign the agreement must be duly authorized by the Bidding entities

11.3 SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE

11.3.1 Within fifteen (15) days of the receipt of notification of award from the tendering authority, the successful Bidder shall furnish the Security Deposit and Performance Bank Guarantee in accordance with the provisions under the “Terms & Conditions” of the Contract as mentioned in this bidding document.

11.3.2 Failure of the successful bidder to submit the aforementioned Security cum Performance Bank Guarantee or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation/ termination) of the award and forfeiture of the EMD. In that event the tendering authority may award the Contract to the next best bidder whose offer is substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.

11.4 RESERVATION OF RIGHTS

11.4.1 To take care of unexpected circumstances, JDVVNL shall reserve the rights for the following:

- i. Extend the closing date for submission of the bid proposals.
- ii. Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.
- iii. Allow a bidder to change its Technical proposal if the same opportunity is given to all bidders.
- iv. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bid has been invited or distribute items of stores to more than one bidder.
- v. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
- vi. Seek the advice of external consultants to assist JDVVNL in the evaluation or review of proposals.
- vii. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.

- viii. Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.
- ix. **Note:** Direct or indirect canvassing on the part of the bidder or his representative would be a disqualification.

11.5 MONITORING OF CONTRACT

- 11.5.1** An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by tendering authority to monitor the progress of the contract during its delivery period.
- 11.5.2** During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of service delivery is in proportion to the total delivery period given.
- 11.5.3** If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- 11.5.4** Any Change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- 11.5.5** No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the tendering authority through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- 11.5.6** The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of tendering authority.

11.6 RE-INVITATION OF TENDERS/ BIDS

Re-invitation of bids would generally be avoided by the tendering authority. However, in case, higher prices than prevalent market rates have been received in the bidding process or considerable changes in specifications, terms and conditions are required to be made as a result of discussion in pre-bid conference or otherwise, re-invitation of bids shall be done.

11.7 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.

11.8 GENERAL:

- 11.8.1** Only one bid will be accepted against cost of specification paid. This specification is not transferable. The cost of specification will not be refunded under any circumstances.
- 11.8.2** The bidder shall treat the details of the specification and other Bid documents as private and confidential and shall not reproduce without the written authorization of the NIGAM.

- 11.8.3** The NIGAM does not bind itself to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.
- 11.8.4** The fact of submission of bid to the NIGAM shall be deemed to constitute an agreement between the bidder and NIGAM whereby such bid shall remain open for acceptance by the NIGAM and Bidder shall not have option to withdraw his offer, impair or derogate the same. If the Bidder is notified during the period of validity of bid that his bid is accepted by the NIGAM, he shall be bound by the terms of agreement constituted by his bid and such acceptance thereof by the NIGAM, until formal contract of the same bid has been executed between him and the NIGAM in replacement of such agreement.
- 11.8.5** The successful bidder will have to execute the contract agreement for the proper fulfillment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to JDVVNL may be taken, if satisfactory clarification is not furnished within the prescribed period.
- 11.8.6** JDVVNL will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- 11.8.7** Telex, Telegraphic or Fax bids shall not be acceptable.

JDVVNL reserves the right to:

- i. Amend the scope of the proposed contract.
- ii. Reject or accept any bid.
- iii. Cancel the bid process and reject all applications.
- iv. Vary the area.

JDVVNL 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.

Section V : General Terms & Conditions

**JODHPUR VIDYUT VITRAN NIGAM LIMITED
IT CELL
TENDER SPECIFICATION NO.IT-06**

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

1. DEFINITION OF TERMS

- 1.1 In constructing these general conditions and the annexed specification, the following words shall have the meaning here in assigned to them unless there is anything in the subject of context in consistent with such construction.
- 1.1.1 The “JDVVNL” shall mean the JODHPUR VIDYUT VITRAN NIGAM LIMITED represented by Chairman/ Managing Director and shall include their legal personal representative, successors and assignees. The “Customer” or “Owner” or “Purchaser” shall mean “JDVVNL”.
- 1.1.2 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”.
- 1.1.3 The “Contractor”/“Contractor”/ Contractor shall mean the Bidder who’s tender has been accepted by the “JDVVNL” and shall include the Bidder heirs, legal representative, successors and assignees approved by the purchaser.
- 1.1.4 The “Chairman/Managing Director” shall mean the Chairman/Managing Director, JDVVNL, Jodhpur.
- 1.1.5 The “Engineer” shall mean the Chief Engineer, Dy. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, JDVVNL, Jodhpur or other Engineer or Officer for the time being or from time to time duly authorized and appointed in writing by the customer to act as engineer or Inspector for the purpose of the contract. In case where no such engineer has been so appointed, the word “Engineer” shall mean the JDVVNL or his duly authorized representative.
- 1.2 “Works” mean and include the work or works to be done by the contractor under the contract.
- 1.2.1 The “Contract” shall mean and include the following:
- i) Invitation of tender.
 - ii) Instructions to Bidder
 - iii) Tender form including schedule of prices
 - iv) Earnest Money Deposit

- v) Letter of Intent and it's acknowledgement,
- vi) Security Deposit/Guarantee.
- vii) Formal Work order,
- viii) Guaranteed Test Performance and Penalty,
- ix) General Conditions of Contract,
- x) Special Instructions,
- xi) Site Conditions,
- xii) Specification, specific conditions, schedules and annexure.
- xiii) Addenda that may hereafter be issued by the purchaser to the contractor in the form of letter and covering letters and schedule of prices as agreed between the contractor and the purchaser.
- xiv) The agreements to be entered as per General terms & Conditions.

- 1.2.2 The "Specification" shall mean the specification (This complete Document); specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.
- 1.2.3 The Month shall mean, English calendar month i.e. period of 31/30 days and week shall mean a period of 7 days.
- 1.2.4 The "Site" shall mean the place or places named in the contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.
- 1.2.5 "Letter of Intent" shall mean the customer's letter conveying his acceptance of the tender subject to such reservations as may have been stated therein.
- 1.2.6 The "Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.
- 1.2.7 The termination of service line means, the location of electric main of JDVVNL like pole, Junction box, running wire, pillar box or any other source from where the consumers service line is emanated.
- 1.2.8 Formal work order shall mean the customer's letter which will be issued as detailed work order containing detailed terms and conditions of the work and such other particulars which the customer may like to convey to the contractor pending execution of a formal written agreement.
- 1.2.9 "Writing" shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
- 1.2.10 The Work "Codes" shall mean the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made there under applicable in the State of Rajasthan on the date of letter of intent with such special modification thereof as may be specially stipulated by competent State Authorities i.e. Chief Electrical Inspector of Rajasthan.
- 1.2.11 Works importing "PERSON" shall include firms, Companies, Corporations and other bodies whether incorporated or not.

- 1.2.12 Words importing the singular only shall also include the plural and vice version where the context requires.
- 1.2.13 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 PERIOD**

The contract period shall be initially for **three years and six months** from the date of award of work order, and may be extended upto next 2 years subject to satisfactory performance of the contractor and mutual agreement.

2.1 **HANDING OVER ON TERMINATION:**

The Agency shall hand over the infrastructure, systems, software licence, records, database and documents, latest source code with documentations, manuals etc. in good working order to Discom after termination/ completion of contract period

In order to smoothen the handing over process the vendor shall provide the list of infrastructure, system etc. deployed for the functional operation of the Application, in the bid

Following is to be handed over at the time of termination/ project completion:

- 1.1. All infrastructure in working condition at Backup centre with the licenses of operating system and database if any, has to be handed over to the Discom(s).
- 1.2. Application software with source code and required licenses.

3. **SECURITY CUM PERFORMANCE BANK GUARANTEE /DEPOSIT:**

- I. A Security Deposit/Guarantee equivalent to 10% (Ten percent) of the contract value less amount of earnest money deposited, (if contractor deposits security deposit in cash) within 15 days of receipt of work order, in cash or by crossed Bank Draft or by way of Bank Guarantee from any scheduled Bank in the prescribed Performa (In case, contractor furnishes the BG instead of cash deposit, the amount of earnest money will be refunded) on a Rajasthan State Non judicial stamp paper of appropriate value (0.25% of BG value, subject to maximum of Rs 25000/-) duly authenticated by the issuing Banker.
- II. Such Bank Guarantee should remain valid for 3 months after expiry of entire contract period.
- III. It would be preferred that the contractor furnishes the bank guarantee for 4 years period at first instance but if the contractor furnishes the BG for less period (not less than 24 months at first instance) at first instance it will be the sole duty of contractor to get the BG extended well in time to maintain its validity as desired. JDVVNL may invoke the BG without giving any information if validity of BG expires before 4 years.
- IV. Even if required by JDVVNL, the validity of the Bank guarantee shall have to be further extended for such period as desired.
- V. The B.G. is to be furnished in whole Rupees with validity up-to last day of required calendar month. Bank commission charges or any other charges, if any, shall be to the Contractor's account.
- VI. The Bank guarantee must be from any Nationalized/Scheduled Bank. The contractor may furnish Bank Guarantee on stamp paper of native state provided the contractor shall furnish a certificate of Banker that the stamp duty has been paid as per prevailing rules of that state, and furnish difference of stamp duty as per Rajasthan Stamp act on Rajasthan NJ stamp.

- VII. Unless otherwise specifically required to be retained/forfeited by JDVVNL, the Security deposit shall be refundable on request of the contractor after three months on completion of the entire work to the satisfaction of JDVVNL.
- VIII. If the contractor fails or neglect to observe or perform any of his obligation under the contract, it will be lawful for JDVVNL to forfeit either in whole or in part at his absolute discretion, the Security deposit furnished by the contractor.
- IX. If the contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and JDVVNL shall be entitled to make other arrangements at the risk and expenses of the contractor and the Earnest money deposited by the Contractor shall stand forfeited by JDVVNL.

4 **CONTRACTOR TO INFORM HIMSELF FULLY**

The Contract shall be considered to have come into force from the date of the issue of Letter of Intent / Letter of Award. The contractor shall be deemed to have carefully examined the General Conditions, specifications, schedules and drawings also to have satisfied himself as the nature and character of the work to be executed and where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the owner or the Engineer shall not be in any way relieve the contractor from his responsibility for the supplying of the plant and 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 plant and equipment if he has any doubt as to the meaning of any portion of the general and any special conditions of contract and specifications, he shall before offering his bid proposal, set- forth the particulars thereof and submit them to the Engineer in writing in order that such doubt, misunderstanding, misconceptions, whatsoever could be allied.

5 **CONTRACT DOCUMENTS AND AGREEMENTS**

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

- a. Contract agreement along with letter of intent.
- b. Work order and its Annexure.
- c. Complete specifications.
- d. Bid proposal form and its schedules including price schedule and completion schedule

e. Power of Attorney in favour of the signatory

6 CHANGE OF QUANTITY

The owner reserves the right to delete any module from the scope as specified in the accompanying technical specifications, at the time of award of contract or during the execution of the contract. It is intimated that all the consumers under the Sub-Divisions of the cities included in this specification are to be handled by the contractor. In case any module is deleted from the scope of work, the value of contract will be reduced accordingly.

7 RULES & REGULATIONS:

The job shall be carried out as per the rules, regulations and other details for Consumer services/ satisfaction / complaint handling as prevailing in JDVVNL, which shall be made available to the contractor. These rules and regulations may be modified by JDVVNL from time to time and would be intimated to the Contractor for incorporating the same.

The Contractor will also follow the labour regulations, provisions as applicable under the Indian electricity Act, 2003 & the Indian Electricity Rules, 1956 and the directions of Government and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time.

8 DEDUCTION FROM CONTRACT PRICE

All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be billed by the owner to the contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the owner may then deduct the amount, from any payment due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims

9 COMPLIANCE OF LABOUR LEGISLATION

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

10 SAFETY OF SYSTEM

The Contractor shall be fully responsible for operation and maintenance of hardware, software, documents, data and other documents and records handed over to it and developed later. These documents and records shall be maintained in updated condition and handed over back to JDVVNL in good working order on completion of the contract or time to time as per scope of works as and when required by the JDVVNL. Contractor shall make well to JDVVNL any loss suffered by it due to default of the contractor in this respect.

11 INSURANCE

- I. The agency at its cost shall arrange, secure and maintain all insurance (equipments) as pertinent to the works and obligatory in terms of law to protect its interest and interest of Discom against all perils. The validity of insurance shall be till expiry of contract

- 12 REMEDY ON CONTRACTORS FAILURE TO INSURANCE:** If the Contractor fails to effect and keep in force insurance referred to in clause above hereof or any other insurance which he may be required to effect under the terms of contract then the JDVVNL 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 JDVVNL as aforesaid from any money due or which may become due to the Contractor or recover the same as debt from the Contractor.

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

13 MAINTENANCE OF FACILITIES AND PERSONNEL

- 14** The Agency shall maintain all requisite facilities of its own as required to carry out the work as per the specification.

a. The Agency shall provide and maintain a controlling office with requisite infrastructure at Jodhpur with proper staff & facilities like telephone with fax, mobile phone, Internet etc. and shall remain open at all reasonable hours to receive communications.

b. **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.

i. Manager or an alternate shall be available for communication during all business hours.

ii. Agency shall not change the Manager/nodal officer frequently.

iii. Agency shall immediately inform DISCOM about any change of personnel/contact numbers through Email/post.

- (i) **NODAL OFFICER:** To interact between the Supervisory officer and contractor, The Superintending Engineer (IT) or nominated officer will act as Nodal Officer. Similarly, the contractor shall communicate the name of the authorized person(s) that would act as a Nodal Officer(s) from its side.

16 CONTRACT AGREEMENT

The contractor will have to enter into an agreement with JDVVNL to be known as “Contract Agreement” setting out all terms, and conditions including those mentioned in this terms & conditions for the proposed work.

The agreement shall set out specific events of default that will entitle the innocent party to terminate the agreement. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.

The agreement can however be otherwise terminated by either party by giving six-month notice and on terms to be mutually agreed which may include payment of suitable compensation for losses suffered by the other party due to such termination. These terms shall be included in the Contract Agreement.

Contractor shall indemnify JDVVNL against any claims, demands, costs and expenses whatsoever which may be made against it, because of failure of the Contractor or its representatives in the performance of their duties and negligence, any accident or injury to any person.

17 FALL BACK ARRANGMENT

In the event of failure of the contractor to fulfill its obligations, duties and responsibilities as per the agreement terms, JDVVNL shall interalia have the right, at any time to resort to fall back arrangement. Under this plan, JDVVNL shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient, the Contractor shall pay the difference to JDVVNL failing which JDVVNL shall have right to recover the sum through legal or other means.

The JDVVNL shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other contractor as it may deem fit and no claim of Contractor for compensation in this respect shall be entered. This provision shall be made in the agreement.

18 GOVERNING LAWS AND JURISDICTION

The Indian Law shall govern the agreement. Only appropriate courts in Jodhpur shall have exclusive Court Jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.

20 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 JODHPUR CITY (RAJASTHAN) INDIA. All disputes, differences questions whatsoever arising between the JDVVNL and the contractor upon or in relation to or in connection with the contracts shall be deemed to have arisen at JODHPUR CITY only and no court other than court at Jodhpur, Rajasthan shall have jurisdiction to entertain or try the same.

21 SETTLEMENT OF DISPUTES

In any time any question, dispute or difference what so ever which may arise between the JDVVNL and the contractor, the same shall be decided by the MD, JDVVNL, Jodhpur or by the settlement committee constituted by him and shall be final and binding on both the parties.

The JDVVNL has constituted settlement committee to settle the disputed cases. For the disputed amount up to Rs. 2.5 Lac the case may be referred to the CE level settlement committee and if the disputed amount is more than Rs.2.5 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:

- i) Reference fee for CE level settlement committee - Rs.1000/-
- ii) Reference fee for corporate level settlement committee-Rs.3000/-
- iii) Fee for review of cases by corporate level settlement committee- Rs 5000/-

The settlement committee fees as shown above or prevailing at that time shall be deposited in cash with the Sr. AO (CPC), JDVVNL Jodhpur / AO (O&M) of concerned circle.

22 CONDUCT OF CONTRACTOR'S STAFF

If any of the Contractor's employees shall in the opinion of JDVVNL is guilty of any misconduct or incompetence or negligence, then if so directed by JDVVNL, the Contractor shall at once remove such employee and replace him by a qualified and competent substitute.

23 LIEN

In case of any lien or claim pertaining to the work and responsibility of the contractor for which JDVVNL might become liable, it shall have right to recover such claim amount from the contractor.

24 TENDER FORMS AND ACCEPTANCE OF TENDER

Each Bidder must prepare and submit his tender strictly according to the procedure laid down in the instructions to bidder annexed herewith. The Bidder may if he deemed it essential submit in the envelope with his tender short and concise memorandum or any letter accompanying the tender as to form part of the tender. Any Bidder wishing to submit descriptive matter for consideration must enclose it in a separate envelope marked and addressed in the same manner as the tender with the addition of the word "descriptive matter".

The purchaser is not bound to accept the lowest tender or any tender or assign any reason for the rejection of a tender. The purchaser also reserves the right to either call for fresh tenders or to accept either the whole or a part of tender or to place orders for any increased or decreased quantity on the basis of prices quoted.

25 FORCE MAJEURE CONDITIONS

If at any time during the currency of the contract the performance in whole or in part be prevented or delayed by reason of any war hostility acts of public enemy, civil commotion, sabotage, fire floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as Events) then provided Notice and adequate proof of the production/dispatch having suffered on account of these events is given within 21 days from the date of occurrence thereof the provision of penalty Clause of this specification shall not be invoked by the purchaser provided further that the deliveries under the contract shall be resumed, as soon as practicable after such event (s) has ceased to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that in case the strike/lockout prolongs beyond a period of seven days, the supplier shall immediately inform about to the purchaser in which case the purchaser reserves the right to procure the material equipment on order or part thereof from any other source at the risk and cost of the supplier. SE (IT) / concerned SE (O&M) will have the powers to decide the occurrences of such events for providing relaxations in the work conditions and penalties due to delay in or not adhering the service levels by the contractor.

SE (IT) / concerned SE (O&M) will consult the concerned authorities to decide the occurrence of such events.

26 CONTRACTOR'S DEFAULT

- I. If the contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the nodal officer/ representative of Discom in connection with the works or shall contravenes the provisions of the contract, the owner may give notice in writing to the contractor make good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the owner shall think fit, it shall be lawful for him without prejudice to any other right he may have under the contract, to take the works wholly or in part out of the contractor's hands and re - contract with any other person or persons complete the works or any part thereof and in that event the owner shall have free use of all contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the contractor over the same, and the owner shall be entitled to retain and apply any balance which may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the contractor shall have to pay if the completion of works is delayed.
- II. In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works. The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

27 COMPLETENESS OF CONTRACT

The infrastructure shall be complete in every respect with all standard accessories normally supplied with such system even though not specifically detailed in the specification unless included in the list of excluded items. The contractor shall not be eligible for any extra payment in respect of such mounting, fittings, fixtures and standard accessories etc. Which are needed for the safe operation of the system as required by applicable codes only as per contract, through and they may not have been included specifically in the contract.

- 28 Taxes :** The payment of applicable taxes shall be made only on furnishing the relevant document, as per Discom practice.

29 SUSPENSIONS OF WORKS

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

30 DEATH BANKRUPTCY ETC.

If the contractor shall die or dissolve or commit any act or bankruptcy or being a corporation commence to be wound up except for reconstruction purpose or carry on hits, business under a receiver, the executors successors, or other representatives in law of the state of the contractor or any such receiver,. Liquidator, or any persons to whom to the contract may become vested shall Forth with given notice thereof in writing to

the purchaser and shall for one (1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the contractor subject to his or their providing such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining relieve unexecuted provided however that nothing above said shall be deemed to relieve the contractor or his successors of his or other their obligations under the contract under any circumstances. In the event of stoppage of the work the period of the option under this clause shall be seven (7) days only. Provided that, should the above option be not exercised, the contract may be terminated by the purchaser by notice in writing to the contractor and the same power and provisions reserved to the purchaser in the event of taking the work out of the contractor's hand's shall immediately become operative.

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

31 PRICE

The bidders are requested to quote variable as follows

- I. The Tenderers are required to quote their prices in excel file of BOQ.
- II. The price quoted should be variable without any ceiling as per formula annexed at Annexure-'C'.
- III. The prices quoted should be exclusive of all Tax and other Government levies as applicable.
- IV. Price variation shall be calculated separately.
- V. The prices quoted in BOQ.xls should be exclusive of all tax and other government levies as applicable but have to explicitly specify applicable rate of taxes in financial offer (MS Word Format). These rates of applicable taxes and Govt. Levies shall be revised as and when updated.

32 GUARANTEE

The entire system including computer hardware, Software should be guaranteed for satisfactory operation and good workmanship for at least period of 3(Three) years from the date of commencement of Operation. Successful Bidder 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 vendor shall also submit OEM installation certificate.

33 FAILURE TO EXECUTE THE CONTRACT

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

34 NON- ASSIGNMENT

The supplier shall not assign or transfer the contract or any part thereof to any contractor/ personal during the currency period.

35 EFFECTING RECOVERIES

Any loss, arising due to non-fulfillment of this contract or any other contract, will be recovered from the Security & Performance Deposit/ Guarantees held and or any other amount due to the supplier from JDVVNL from this Contract as well as from other contracts.

36 RESPONSIBILITY

The Bidder is responsible for safe operation of the and secured protection of the men and material so as to avoid damages or loss during this contract period if required at any time at the contractors cost.

37 ACCEPTANCE OF CONTRACT

The successful bidder will be forwarded three sets of work order, two of which will be signed (each page) by him/his authorized representative in token of his accepting the contract and returned to the authority placing the order within 15 days of its issue, failing which, his EMD is liable to be forfeited.

38 PAYMENT TERMS AND PENALTY**Invoicing**

The Agency has to submit an invoice after completion of milestone to the designated officer of the Discom to be intimated in Work order in triplicate for the milestone on rates indicated in the Work Order.

The relevant documentation related to Discom's approval for completion of the milestone is to be attached with Invoice.

AMC Period

The Agency has to submit an invoice on quarterly basis after completion of said quarter to the designated officer of the Discom to be intimated in Work order in triplicate for the services rendered as indicated in the Work Order.

The relevant documentation related to Discom's approval for services rendered as per specifications shall have to be attached with the Invoice.

Payment

100% invoice payment after deducting penalties if any shall be made within 30 days from the date of verification & approval of the Invoice. Payment shall be made by Sr. Accounts Officer(CPC) , JDVVNL, Jodhpur. The name of verification & approval officer shall be notified in the work order.

Milestone	Payment
Finalization and approval of Functional Design and Specification document	15 % of the cost for development of mobile application as per the scope including support and maintenance charges for 1 st year from the date of deployment

Development and testing upto the satisfaction of Discom, along with certification by CERT-IN auditor	15 % of the cost for development of mobile application as per the scope including support and maintenance charges for 1 st year from the date of deployment
Two month after successful roll out in public domain	50 % of the cost for development of mobile application as per the scope including support and maintenance charges for 1 st year from the date of deployment
One year after successful roll out in public domain	20 % of the cost for development of mobile application as per the scope including support and maintenance charges for 1 st year from the date of deployment
Quarterly Payment during AMC Period of two years	100% payment of invoice raised at the end of respective quarter as per the AMC charges

Penalties

For any delay in IMPLEMENTATION AND ROLLOUT SCHEDULE beyond stipulated schedule, a penalty @0.5% (half percent) per week or part thereof shall be levied / recovered subject to a maximum of 10% (ten percent) of the contract value. Thereafter Nigam reserves the right to cancel the contract.

2. IMPLEMENTATION AND ROLLOUT SCHEDULE

The total completion period shall be as under:

S.NO	PARTICULAR OF ACTIVITY	TIME SCHEDULE DESIRED
1	Submission of Functional Design and Specification document for approval	within 2 months from the Date of Award of work order
2	Development of the application as per FDS and scope of work	Within 4 months from the date of Award of work order
3.	Final roll out in public domain	Within 6 months from the date of Award of work order
4.	AMC including Support and Mintenance The Agency shall be responsible for the updation and removal of bugs. Also the looks and design of the Application has to be improved on yearly basis as per the feedback received from various users.	For a period of three years from the date of successful roll out in public domain

41 COMPLETENESS OF TENDER

The tender should be complete with all details of illustrative and descriptive literature and drawings. The Bidder shall furnish the complete technical details of the equipment. Information regarding the country of manufacture or origin of materials used in the manufacture of the articles should be furnished. The tender should include all minor accessories even though not specifically mentioned in this specification but which are essential for the complete functioning of the entire work as specified in the scope of the work. The bidder shall not be eligible for any extra charges in respect of such minor accessories though not included in the tender and shall be handed over to JDVVNL on the expiry/ termination of the contract.

SECTION –VI: PART- A: TECHNICAL OFFER

**JODHPUR VIDYUT VITRAN NIGAM LIMITED
IT CELL**

**TENDER SPECIFICATION NO.IT-06
Annexure and schedules**

TECHNICAL OFFER & GENERAL DETAILS SECTION – 6 PART – A

Part A of the proposal shall have the following:

1. Cover letter
 2. Annexure 1 to 7
 3. Schedules 1 to 8
 4. Manufacturer's Authorization Form (MAF) / OEM installation certificate
-

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

To be submitted complete with all enclosures In case of Consortium, Companies, details are to be given for all the member firms.

The Superintending Engineer (IT)

Jodhpur Vidyut Vitran Nigam Limited

New Power House,

Jodhpur-342003

SUB: We submit our technical offer for the work of “Development of mobile Application for the consumers of Jodhpur Discom” against TN-IT-06.

Dear Sir,

We have procured tender specification no 06: “Development of mobile Application for the consumers of Jodhpur Discom” against TN-IT-06.”

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

We agree for execution of tendered work as per the terms & conditions mentioned in the tender specifications and the commercial rates agreed by us.

We also agree that:

- 1) The prices as mentioned in “Financial offer as per excel file of BOQ.
- 2) The prices quoted are valid for a period of 120 days from the date of opening of “Techno-Commercial bids” or 60 days from the date of opening of “Price Bids” whichever is later
- 3) The quoted / agreed prices are exclusive of taxes.
- 4) We also understand that the quantities mentioned in the price schedule shall be meant for bid evaluation; however payment shall be made us on the basis of actual work.
- 5) We have noted the standard terms of payment and undertake to abide by the same.
- 6) We understand that conditional offers are likely to be rejected
- 7) The execution of work shall strictly be in accordance with work completion schedule as given by us. In case we fail to complete the work as indicated therein we shall pay penalty as per “Delay in Completion” clause of the specification.
- 8) The material supplied by us shall conform your specification
- 9) We confirm that we agree to adhere to all the commercial terms and conditions as well as the technical stipulation of your specification and there is no deviation. Such acceptance has also been confirmed in prescribed schedules.
- 10) We confirm that we are qualified for bidding in terms of Qualification Requirements specified in the bidding documents and have submitted the requisite qualification Certificate & data / documents with the bid.
- 11) Until a formal contract is prepared and executed, this together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 12) We understand that the quantity mentioned in the financial schedule is just for evaluation purpose and except the fixed monthly charges all charges shall be paid on actual work basis and there is no minimum assured quantity.

We understand that JDVVNL 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.

We also understand that the JDVVNL reserves the right to reject any or all of the bids without assigning

any reason thereof.

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

Enclosed:

1. Annexure 1: General profile of the bidder
 2. Annexure 2: Organizational Capabilities
 3. Annexure 3: Financial Details
 4. Annexure 4: Experience summary
 5. Annexure 5: Proposed System
 6. Annexure 6: Details of guaranteed and other reports to be generated & furnished to the client
 7. Annexure 7: Approach & Methodology for executing this project
 8. Schedule of Implementation
 9. Schedule 1: Schedule of deviations
 10. Schedule 2: Confirmation of "No deviation" in commercial terms and conditions of this tender
 11. Schedule 3: Confirmation of "No deviation" in technical terms and conditions of this tender
 12. Schedule 4: Supporting documents to substantiate meeting of QR
 13. Schedule 5: Experience summary
 14. Schedule 6: Schedule of Completion.
 15. Schedule 7: Financial Offer Declaration.
 16. Schedule 8: Check List.
 17. Manufacturer Authorization Form (MAF)
 18. Power of Attorney/Board Resolution in favor of signatory of the bid
 19. Documents to ascertain the QR details as per details at Section III.
 20. Other details as called for in the tender specification document or which the bidder may like to highlight
 21. Check lists as given in this document.
 22. Techno-commercial proposal in the format given in Schedule IV part A comprising details & design of the proposed system(s) to meet out the work requirement, together with its capabilities along with commercial terms and conditions.
 23. In this part the bidder will submit full relevant documents substantiating the details provided in the annexure and schedules
 24. The bidder will substantiate details of the company (as declared on Annexure – 1) in the form of Certificate of Incorporation, MoU, registration certificate or any other relevant document as the case may be
 25. Controlling offices that would be established to undertake the proposed work
 26. Project organization structure
 27. Names of the key resources that would be deployed along with their proposed position
 28. CVs of the key proposed resources as mentioned in point (iv)
 29. Audited balance sheet and P&L statement required to ascertain the qualification of turn over
 30. Copies of work order and performance report for the projects undertaken/ in hand (as declared on schedule - 5)
-

31. Approach and methodology to execute the project
32. Details of guaranteed and other reports.
33. Project implementation plan (in form of a Gantt Chart)
34. Details of the system proposed; a write up on the system that would be installed / developed to meet the requirements as specified in scope of work
35. Details of equipments, data sheets/ compliances sheets/ and hardware that would be deployed.
36. Details of connectivity for the proposed network
37. Schematic network diagram showing (sample) locations and components
38. Schematic flow of information
39. Schematic LAN and connectivity diagram
40. Methodology for data/Voice back-up.
41. Details of hardware for creation secured IT infrastructure
42. Details of GPS/ GIS based web enabled vehicle tracking system.
43. Details as sought

Thanking you,

Yours faithfully,

Designation _____

Date:

Place:

ANNEXURE – 1: GENERAL PROFILE OF THE BIDDER

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

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

ANNEXURE – 2: ORGANIZATIONAL CAPABILITIES

Particulars	Responses
Total number of permanent employees in the firm	
The bidder has more than 50 permanent employees on the payroll of the firm for atleast 1 year in past 36 months.	Your response in Yes or No
Field organization and resources to be deployed for the proposed job	
Qualification and experience of personnel at different levels to be deployed for the proposed job	
Details of the consultants if employed for the proposed job	

ANNEXURE – 3: FINANCIAL CAPABILITIES

S. No	Particulars	Response
1	Turnover FY 14-15 in INR	
2	Turnover FY 15 -16 in INR	
3	Turnover FY 16 -17 in INR	
4	Total Turnover in INR	

Enclose audited BS of the aforementioned FYs

ANNEXURE – 4: EXPERIENCE SUMMARY

Particulars	Experience
Give detailed write-up on experience/ order hardware management, billing work, etc; with supporting papers	Write name of the clients here
Mention size and type of the consumer network, details and type of networking handled	
Enclose copies of order so executed/orders in hand	

ANNEXURE – 5: PROPOSED SYSTEM DETAILS

- Provide details of complete system to be implemented along with all components
 - Details of connectivity
 - Provide network schematic diagram showing all locations and components
-
-

ANNEXURE – 6: DETAILS OF GUARANTEED AND OTHER REPORTS

S. No	Name of the report	Frequency of generation

ANNEXURE – 7: APPROACH & METHODOLOGY FOR EXECUTING THIS PROJECT

Provide detailed approach and methodology for executing this project.

Kindly explain the approach in details

MANUFACTURE'S AUTHORIZATION FORM

No. _____

dated

To

The Superintending Engineer (IT)

Jodhpur Vidyut Vitran Nigam Limited

**New Power House,
Jodhpur-342003**

Dear Sir:

Tender No. IT-06

We _____ who are established and reputable manufacturers of (name and descriptions of goods offered) having factories at _____ (address of factory) do hereby authorize M/s _____ (Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above Tender No..

We hereby extend our full guarantee and warranty for additional 2 years as per the conditions of the tender by the above firm against this Tender

Yours faithfully,

(Name) (Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

SCHEDULE – 1: SCHEDULE OF DEVIATIONS

Technical Deviations

S. No	JDVVNL'S specification clause	Deviation sought by the bidder
1		
2		
3		
4		
5		
6		
7		
8		

Commercial Deviations

S. No	JDVVNL'S specification clause	Deviation sought by the bidder
1		
2		
3		
4		
5		
6		
7		
8		

SCHEDULE-2 : CONFIRMATION OF " NO DEVIATION IN COMMERCIAL TERMS AND CONDITION S OF THIS TENDER

Commercial Terms & Conditions

Bidder's Name & Address:

To

The Superintending Engineer (IT)
Jodhpur Vidyut Vitran Nigam Limited
New Power House,
Jodhpur-342003

Dear Sirs,

Sub: Confirmation for "No Deviation" in Commercial terms & conditions of package No.
JODHPUR/SE/IT/ TN-IT-06

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

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

SCHEDULE:3 CONFIRMATION OF "NO DEVIATION IN TECHNICAL TERMS AND CONDITIONS OF THIS TENDER

Technical Terms & Conditions

Bidder's Name & Address:

To

**The Superintending Engineer (IT)
Jodhpur Vidyut Vitran Nigam Limited**

New Power House,

Jodhpur-342003

Dear Sir,

Sub: Confirmation for "No Deviation" in Technical terms & conditions of package No. JODHPUR/SE(IT)/ TN-IT-06

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

We also confirm that tendered material shall be procured from vendors approved by JDVVNL and shall be conforming to various requirements of relevant Specification /orders and as per design and drawing approved by the Nigam.

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

SCHEDULE-4: SUPPORTING DOCUMENTS TO SUBSTANTIATE MEETING OF QR

Bidder's Name & Address:

To

The Superintending Engineer (IT)
Jodhpur Vidyut Vitran Nigam Limited
New Power House,
Jodhpur-342003

Dear Sirs,

We hereby declare that we are qualified for bidding in reference to "Qualification Requirements" of the bidding document TN IT-06 and submit the following certificate(s) /documents in support of the above :-

- 1.
- 2.
- 3.

Note: Furnishing of certificate of a registered Chartered Accountant certifying fulfillment of specified qualification requirements is essential.

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

SCHEDULE – 5: EXPERIENCE SUMMARY

Bidder's Name & Address:

To

**The Superintending Engineer (IT)
Jodhpur Vidyut Vitrana Nigam Limited**

**New Power House,
Jodhpur-342003**

Dear Sirs,

We have completed /executed the orders as per details given hereunder:-

S. No.	Details of ordered work	Order No. & Date	Name & details of ordering utility	Date of commencement
1	2	3	4	5

Date of completion	Contract value of ordered/executed work	Whether order executed as per stipulated work completion schedule or not	Remarks
6	7	8	9

Note: Certificate(s) of competent authority of the utility for satisfactory execution of stated works are to be furnished along-with this schedule.

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

SCHEDULE – 6: SCHEDULE OF COMPLETION

S.NO	PARTICULAR OF ACTIVITY	TIME SCHEDULE DESIRED
1	Submission of Functional Design and Specification document for approval	within 2 months from the Date of Award of work order
2	Development of the application as per FDS and scope of work	Within 4 months from the date of Award of work order
3.	Final roll out in public domain	Within 6 months from the date of Award of work order
4.	AMC including Support and Mintenance The Agency shall be responsible for the updation and removal of bugs. Also the looks and design of the Application has to be improved on yearly basis as per the feedback received from various users.	For a period of three years from the date of successful roll out in public domain

SCHEDULE-7: FINANCIAL OFFER DECLARATION

The Superintending Engineer (IT)

Jodhpur Vidyut Vitran Nigam Limited

New Power House,

Jodhpur- 342003

SUB: We submit our financial offer for the work of “Development of mobile Application for the consumers of Jodhpur Discom” against TN-IT-06.” against TN-IT-06.

Dear Sir,

We have procured tender specification No 06. We are submitting our financial proposals, the detailed quoted price in accordance with the specification are as per financial offer submitted by us excel file of BOQ.

The prices w.r.t each module is exclusive of taxes and duties. The details of applicable taxes in the above modules are as under:-

S. No	Name of Tax	Applicable Rate of tax
1		
2		
3		

We declare the following:

- The rates are independent of traffic of consumer’s access to the application.
- The rates mentioned in price bid are valid up-to sixty days from the opening of financial offer
- We declare that our total quoted price for complete package for 3 years on the terms and conditions of the specification are as under. We understand that evaluation of lowest bids will be based upon the financial offer prices. These prices are exclusive of all applicable taxes and duties. All taxes and any statutory variation and imposition of new tax by government shall be on JDVVNL account.

Signature _____

Designation _____

Date:

Place:
