

TENDER SPECIFICATION # IT-41

Cost of tender specification: Rs.2950/-

***“Development of Mobile Application for on-the-spot / online filing of Vigilance Checking Report and Monitoring of Vigilance Activities”***

**Ajmer Vidyut Vitran Nigam Limited**  
Office of the Superintending Engineer (IT)  
Opp. 220 kV GSS, Naka Madar, Ajmer – 305 001 (Rajasthan)



Last date for submission of Proposal is **04-03-2021**

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**AJMER VIDYUT VITRAN NIGAM LIMITED**  
**IT CELL**

**TENDER SPECIFICATION # IT-41**

Contact Details	
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Website	<a href="http://www.energy.rajasthan.gov.in/avvnl">www.energy.rajasthan.gov.in/avvnl</a>

## Important events and dates

**Important Dates**

S. No.	Event	Date
1	Last date & time of submission of tender at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>	<b>04 -03-2021 upto 16:00 Hrs</b> at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
2	Date and time of opening of part A of tender at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>	<b>05-03-2021, 16:00 Hrs</b> at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>

**Important Notes**

- (1) This tender document contains specification for Development of Mobile Application for on-the-spot / online filing of Vigilance Checking Report and Monitoring of Vigilance Activities carried out by various officers of Ajmer 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-41 providing detailed terms and condition and technical details can be downloaded from our website [www.energy.rajasthan.gov.in/avvnl](http://www.energy.rajasthan.gov.in/avvnl) 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)  
AVVNL, AJMER

**Salient Features:**

Name of the Work	<b>Development of Mobile Application for on-the-spot / online filing of Vigilance Checking Report and Monitoring of Vigilance Activities</b>
Cost of Tender Document (non-refundable)	<b>Rs. 2950/-</b> (Rupees Two Thousand Nine Hundred Fifty Only)
e-Tender Processing Fee (non-refundable)	<b>Rs.1180/-</b> (Rupees One Thousand One Hundred Eighty only)
Contract period	03 Years, further extendable for 1.5 years
Estimated Project Cost	<b>Rs. 25,00,000/-</b> (Rs Twenty Five Lac Only)
Earnest Money Deposit (EMD) / Bid Security	Submission of Bid Security declaration on Rajasthan NJ Stamp Paper of Rs 50/- (plus surcharge on Stamp Paper as per rules) against EMD/Bid Security as per amend GS R 230 Dated 18.12.2020
Document Download / Sale Start Date	From <b>17 -02-2021 , 17:00 Hrs</b> onwards at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Bid submission Start Date/Time & Place of submission of bids	<b>01 -03-2021, 10:00 Hrs</b> onwards at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Submission of Tender Fee and Processing Fee	Up to <b>04 -03-2021, 14:00 Hrs</b> at Office of Sr. Accounts Officer (EA & Cash), Vidyut Bhawan, Panchsheel Nagar, Makarwali Road, Ajmer
Last Date and Time for submission of Bid Security declaration (as per annexure 9)	<b>04 -03-2021 upto 15:00 Hrs</b>
Bid submission Last Date/ Time	<b>04 -03-2021 upto 16:00 Hrs</b> at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Date, Time and Place of Opening of Technical Bids	<b>05 -03-2021, 16:00 Hrs</b> at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Date & Time of Opening of Financial Bids	Will be intimated later to the Technically qualified bidders
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	<a href="http://www.energy.rajasthan.gov.in/avvnl">www.energy.rajasthan.gov.in/avvnl</a> <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> <a href="https://sppp.rajasthan.gov.in">https://sppp.rajasthan.gov.in</a>
Bid & EMD Validity	Bid Validity: 180 Days from the date of Financial Bid Opening. EMD Validity: 180 days from date of Technical Bid opening. If required, the same shall be requested to be extended. The bid security provision in RTPP Rules 2013 shall be applicable for various participators in bid.

**SECTION-I : Introduction**

**AJMER VIDYUT VITRAN NIGAM LIMITED  
IT CELL**

**TENDER SPECIFICATION NO. IT-41**

**Introduction :**

Ajmer Vidyut Vitran Nigam Ltd (Erstwhile RSEB) [hereinafter to be referred to as AVVNL] is a distribution Utility entrusted with the distribution of power. It caters power to around 50 Lac consumers under control of twelve distribution circles.

AVVNL intends to select a Service Provider to Design, Develop and Maintain a Mobile app for on-the-spot / online filing of Vigilance Checking Report and Monitoring of Vigilance Activities conducted by various officers of AVVNL.

**SECTION-II : Scope and Objective of work****AJMER VIDYUT VITRAN NIGAM LIMITED  
IT CELL  
TENDER SPECIFICATION NO. IT-41****1. Scope of work:**

The work involves development of a robust and highly responsive mobile application for on-the-spot / online filing of Vigilance Checking Report and Monitoring of Vigilance Activities carried out by various officers of Ajmer 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 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. Background and Objectives**

Present scenario and Challenges:

1. Manual/ Paper based working
  - Paper based vigilance filling by Vigilance officers
  - Manual entries in printed forms. Cutting/overwriting / incomplete filling causes dispute
  - Manual penalty calculation causing errors.
  - No real time / near real time record available
2. Lack of consumer data at site
  - Unavailability of consumer profile at site
  - Consumption history i.e consumption data , previous VCR etc not available to Vigilance officer
3. Lack of transparency
  - Proof of filling VCR at site not available.
  - Delay in disposal of VCR
  - Theft/Unauthorized use not recorded properly, causing dispute/court case.

To overcome above challenges, AVVNL wants to develop a Mobile App for various officers carrying out vigilance activities in the field. This application will integrate with RAPDRP system developed by HCL. After integration, this mobile app will help to capture details on site with geo



tagging and generate VCR number. VCR number generated by Vigilance app will be available on RAPDRP Portal. Assessment and other process will be completed in RAPDRP system with the same VCR Number.

Some of the benefits to Discom:

1. Real time onsite VCR number generation with Geo-coordinate Log.
2. Avoid manual entry in VCR filling process. No dispute of cross written, overwritten or with different inks.
3. Ease of filling VCR and data entry into mobile application.
4. Availability of consumer data in mobile app.
5. Automated assessment calculation, no manipulation or dispute.
6. Transparent and timely disposal of VCR.
7. Dashboard and monitoring of VCR.
8. Checking information may be sent to consumer through SMS.
9. Various MIS reports can be generated.

**3. Detailed Scope of Work and System Requirements :**

The requirements of the system 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, backup and up keeping shall be under the scope of the vendor. The Cloud service shall be made available with the empaneled service providers of Government of India for cloud base services. 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 RAPDRP project deployed at Data Center at Jaipur and having DR at Jodhpur. All efforts involved in integration including any software / hardware / license / resource as well as charges to be paid to HCLI for the said integration shall be on the part of the agency. No additional cost shall be paid by the Discom for this purpose.
- iv. The system involves uploading of site photos / images for which storage shall be provided / maintained by the agency at its own cost. However, complete data so stored shall have to be handed over to Discom as and when desired any time during the contract period or after expiry of contract period. Further, integration with RAPDRP system shall be made in such a way that the stored images can be accessed through the vigilance module of the RAPDRP portal. In general, the maximum number of images that can be uploaded per VCR shall be 10 having a size of not more than 1 MB each. However, the same shall be decided during finalization of FDS document.
- v. The Agency shall also be responsible for knowledge transfer & training of application at requisite levels about the successful running of the application. The agency shall prepare



- FAQs section of the application and also a tutorial video / ppt to help customers how to use the application.
- vi. The Agency shall create, operate and maintain helpdesk & shall provide support for the entire contract period. B2B helpdesk should be available on all working days during business hours.
  - vii. All admin activities of the application have to be managed by the agency.
  - viii. The Agency shall provide warranty of complete Application including its related software, licenses, hardware, etc. for the entire contract period.
  - ix. Any other work which shall be incidental in delivering the required scope of work successfully.
  - x. 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. Application must support latest versions of all the the Operating systems. Agency must also provide support for all the future upgrades in the operating systems during the entire contract period.
  - xi. The Mobile Application should support both English & Hindi languages.
  - xii. 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.
  - xiii. The entire application design should be simple and provide intuitive user experience, light weight and easy to deploy.
  - xiv. Data transfer between Application, components, Web Application, Mobile Application and any third party applications must be in secured form.
  - xv. Development environment of the Application and database should be of latest technology with relevant licenses, compatible with existing backend application developed under R-APDRP.
  - xvi. Application and its sub-components shall support easy upgrades in future during the contract period without any additional cost to the Discom. Agency has to bear the renewal of license costs if any during the contract period.
  - xvii. 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.
  - xviii. 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.
  - xix. 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.
  - xx. System should support access control and authentication mechanism to make sure authorized people can change the status or upload / push the data / notification.



- xxi. Application shall support notifications such as Push Notification over App, SMSs, Emails, etc.
- xxii. 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.
- xxiii. All the Application and sub-components shall be updated on real-time basis.
- xxiv. 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.
- xxv. 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 requisite Dashboard for Employees of Discom to facilitate operations covered under mobile apps. Dashboard user interface would be decided by Discom.
- xxvi. 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.
- xxvii. The provision of audit, archival & back-up including disaster recovery shall be provided on cloud.
- xxviii. 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.
- xxix. 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.
- xxx. The Mobile application which shall be provided by Agency shall be role-based (guest and user), dynamic, online and robust. The application shall provide Guest mode and User Mode log in facility for customers.
- xxxi. The mobile application should have feature / provision to monitor the activities / statistics / reports by the Discom.
- xxxii. 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 the Agency. 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.
- xxxiii.** Any activity considered outside the purview of the scope of work with estimated effort required of 50 man hours shall be done by the agency with no additional cost to Discom. Any assistance required from the agency with effort estimate of more than 50 man hours shall be executed through change management. Independent third party / IT consultant



would be consulted for the justification of man hours and the cost involved and decision of the Discom management shall be final.

### **Functional Requirements / Process Flow:**

#### **Filing process / functionalities after login by the vigilance officer:**

1. VCR number generation
2. Capturing of geo-coordinates of the location and time of photo taken.
3. Vigilance Officer can select type of Consumer i.e. Existing Consumer or Non Consumer.
4. Vigilance Officer can select Name of Sub-Division
5. Vigilance Officer can search consumer using Binder No, K. No, Meter No, Account No, Mobile No and Name.\
6. For Non-Consumer, the details to be manually entered while for the existing consumers, data will be auto populated.
7. Vigilance Officer can upload site photo and fill up the seizure memo.
8. Vigilance Officer can select the ACT (126,135,138) and mode of theft under Seizure Memo through the drop down option available.
9. Vigilance Officer can fill the load details.
10. For the authenticity and transparency, there should be provision of taking signature of consumer, vigilance officer and the associated vigilance team members.
11. The entire information shall then be passed to vigilance module of the R-APDRP application where the assessment and other related action shall perform.
12. After the assessment is completed, the details shall be available to the checking officer.
13. The agency shall have to create login IDs of all the officers as desired by the Discom, irrespective of limitation of number of login IDs.
14. The Discom officer hierarchy shall also be mapped and roles / powers shall be assigned to each user. For example, any user submitting the VCR information after 8 / 16 / 24 hours of actual vigilance time (or as decided by the Discom) shall be allowed only after being allowed by the next higher authority.
15. Dashboard for obtaining various reports as decided by the Discom shall have to be made available by the agency.
16. A web interface of the application shall also be developed by the agency to view / download various reports in hierarchical order.
17. The information filled through the app including signatures should be downloadable in the Discom's prescribed VCR format through the web interface.
18. Various MIS reports as desired by the Discom shall be generated through the system, like Circle wise / Division wise / Sub-Division wise / officer wise / wing wise / month wise /week wise/ date wise / Type of vigilance case / consumer – non consumer, etc. Any other report as desired.

19. The system shall have the functionality to send SMS to consumer / higher officer regarding the vigilance activity carried out. Requisite SMS gateway shall be provided by the Discom but necessary integration shall be done by the agency at no extra cost.

It is clarified that 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. In order to understand and finalize the system requirements, the agency shall have detailed discussion with the Discom. Accordingly, the agency shall elaborate all the features and functionalities of the mobile app in the Functional Design & Specification Document (FDS) and submit to Discom for approval.

#### **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 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. After award of contract, the agency shall prepare and submit a detailed FDS document for approval of the Discom.

## SECTION-III : Pre Qualification Requirements

### AJMER VIDYUT VITRAN NIGAM LIMITED

#### IT CELL

#### TENDER SPECIFICATION NO.IT-41

#### The bidder must possess the following requirements:

S. No.	Criteria	Supporting Documents Required
1.	Proposals shall be submitted by an individual Bidder registered under the Indian Companies Act 1956/2013 or a valid consortium of not more than two parties.	Self-attested copy of the Certificate of Incorporation/ Registration Certificate / Certificate of Commencement of Business. In case of consortium, original consortium agreement (in the format enclosed) on Non Judicial stamp paper of Rs. 500/- must be submitted along with the proposal.
2.	The Bidder should have a valid GSTIN number (in case of JV/consortium of both members must meet requirement.)	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. (in case of JV/consortium of both members must meet requirement.)	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 on NJSP of appropriate stamp duly notarized.
4.	The bidder (lead member in case of consortium) must have successfully developed & deployed at least three mobile apps during the last three financial years (FY 2017 -2020.). Out of these, at least one app should have been developed and deployed for Govt. deptt. / utilities like power / telecom / banking / water /insurance etc. in India and should have been integrated with the department's Data Centre / main application software / database for import / export of data / information.	(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 / successful running certificate against the submitted work order(s) along with performance certificate. (c) Documentary proof for number of downloads on public application stores.
5.	The bidder must have a valid and relevant ISO certification or higher, valid for at least six months after submission of bid. (in case of JV/consortium of both members must meet requirement.)	Copy of certificate
6.	The bidder must submit a Power of Attorney on NJ Stamp of Rs 500 and duly notarized to authorize 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.

7.	<p>(a) The bidder should have been profit making in last three FY viz. 2017-18, 2018-19 and 2019-20.</p> <p>(b) Bidder should have positive net worth as on 31<sup>st</sup> March 2020 ( in case of JV/Consortium both members must meet the requirement for point (a) and (b).</p>	<p>Valid CA certificate clearly certifying the requirements of point (a) &amp; (b).CA certificate should have UDIN NO.</p> <p>Copy of required documents attached.</p>
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**Note: If any bidder fails to fulfill the QR, his bid will be treated as non-responsive & no further correspondence/clarification will be taken into consideration for the same.**

**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 of Rs.100/- 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**

### **AJMER VIDYUT VITRAN NIGAM LIMITED IT CELL**

#### **TENDER SPECIFICATION NO.IT-41**

##### **General Instructions**

- 1.1** Ajmer 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), Ajmer Vidyut Vitran Nigam Limited, Ajmer 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 AVVNL. For any clarification regarding this document the prospective bidder may contact the SE (IT), AVVNL, Ajmer.
- 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, AVVNL 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 AVVNL.

**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):**

1. Concession in bid cost, EMD and PBG as mentioned here under shall be allowed to SSIs of Rajasthan as per the provisions of RTPP Act 2013 and Rajasthan Gazette Notification dated 19-11-2015, on furnishing of self-attested copy of acknowledgement of Entrepreneurs Memorandum-II / Udyog Aadhaar Memorandum, along with an affidavit in Form-B of the Rajasthan Gazette Notification dated 19-11-2015.
2. The bidder shall submit Bid Security Declaration on Rajasthan Non-judicial Stamp Paper of Rs. 50/- (excluding surcharge on Stamp Paper, as per rules) against EMD/Bid Security according to Appendix A in favour of SE (IT), AVVNL, Ajmer as per Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 vide G.S.R.230 issued by FINANCE (G&T) DEPARTMENT NOTIFICATION Jaipur, December 18, 2020

## 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](http://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 [EA & Cash], AVVNL, Ajmer 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), AVVNL, Ajmer and obtain acknowledgement thereof. The processing fee will be sent to RISL by Sr. AO (EA & Cash)AVVNL,Ajmer..

## 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 AVVNL, 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. AVVNL 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 AVVNL'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 Ajmer 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), AVVNL, Ajmer on account of depositing the EMD.
- II) Proof of submitting RISL Processing Fee i.e the acknowledgement issued by the SE (IT), AVVNL, Ajmer 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), AVVNL, Ajmer on account of depositing tender document cost through DD/Banker’s Cheque in favour of Sr. Accounts Officer(EA & Cash), Ajmer Discom payable at Ajmer.

**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 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 undertaking in the prescribed form as defined hereunder at Clause "Earnest Money Deposit (EMD) undertaking" i.e. the acknowledgement issued by the SE (IT), AVVNL, Ajmer on account of depositing EMD undertaking in favour of Superintending Engineer (IT) AVVNL, Ajmer.
- 3 Proof of submitting tender processing fee i.e. the acknowledgement issued by the SE (IT), AVVNL, Ajmer 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), AVVNL, Ajmer on account of depositing tender document cost through DD/Banker's Cheque in favour of Sr. Accounts Officer(EA & Cash) payable at Ajmer.
- 5 Cover letter on company's letter head
- 6 Annexures
- 7 Schedules
- 8 Original consortium agreement between the bidder and his collaborators or associates, if any;
- 9 Power of Attorney/Board Resolution in favour of signatory of the bid
- 10 Supporting documents to ascertain the eligibility/ qualification as per the Qualification Requirements (QR) of the tender document.
- 11 Other details as called for in the tender specification document or which the bidder may like to highlight

## 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 inclusive of all (GST) / 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 AVVNL account.

**9.8.4** The bidder will furnish the break-up of the quoted price in financial offer indicating rate and type of each tax clearly, as per the prevailing rate on the bid date. Any statutory variation and imposing new tax by government subsequently during the currency of contract shall be on AVVNL account.

## **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 180 days (One hundred Eighty) days from the date of opening of financial bid. 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 AVVNL 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 AVVNL 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**

**(Shall be designed inclusive of all taxes & GST)**

The rates are to be quoted in the following format:

Item	Quantity	Base rate excluding all taxes / surcharge etc. (INR)	Taxes & GST	Total cost (INR) (including taxes & GST)
Development of mobile application as per scope and deployment in public domain	01			
AMC charges for next 3 years	03			
Total				

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

#### **10.5 DETERMINATION OF RESPONSIVENESS**

- 10.5.1** The tendering authority's determination of the responsiveness of a bid would be based on the contents of the bid itself.
- 10.5.2** 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.
- 10.5.3** A material deviation, reservation, or omission is one that,



- i) If accepted, would: -
- Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
  - 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.

**10.5.4** 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.

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

## **10.6 EVALUATION OF BIDS**

### **Evaluation of Techno Commercial Offer:**

The evaluation of bids will be made in the following two stages:

#### **1<sup>st</sup> stage: Qualification Requirement (Part 'A')**

All the received bids will be evaluated first on the basis of qualification requirement prescribed in Section III, part-2 "Qualification Requirement" of this specification and on the basis of adherence to conditions given in this document.

The bidders who meet all the requirements laid in this section shall be selected for considering/ evaluating the Techno commercial offer. The bidders who do not qualify the QR as per this specification and other conditions, shall be considered as "not Qualified Bidder" and no further correspondence in this regard shall be entertained and no clarifications on reasons of not qualifying will be intimated. It may be noted by the bidders that by merely meeting the qualification requirement does not mean that the bidder has been short listed for opening of financial offer

**The bidders who qualify the stage 1 shall be short listed for opening of financial offer.**

### **Evaluation of Financial Offers:**

The financial bid of all the technically qualified bidders shall be opened.

The contract shall be awarded to the bidder having the lowest financial offer.

## **10.7 CORRECTION OF ARITHMETIC ERRORS**

**10.7.1** 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.

## 10.8 NEGOTIATIONS

**10.8.1** Negotiations shall be conducted with the bidder having lowest offer out of all the bidders quoted 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 Discom may reduce the notice period for negotiations, provided the bidder receives the information regarding holding negotiations.

**10.8.2** In case the lowest 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 bidder. If the lowest 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 bidder and so on to third, fourth lowest bidder, etc. till any bidder accepts it.

## 10.9 DISQUALIFICATION

**10.9.1** 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 AVVNL, the bid/offer may be rejected/non-responsive.
- vi) In case of bidder not adhering to the format of financial offer given with this document the bid/ offer may be rejected/ non-responsive.





- vii) In case of any foot note or explanatory statement in the financial offer the bid/offer may be rejected/non-responsive.
- viii) In case of any cover letter with financial offer comprising any supplementary statement or discount or any condition the bid / offer may be rejected / non-responsive.
- ix) In case of any calculation mistake in the price bid the bid / offer may be rejected / non-responsive.
- x) In case of any miss apprehension at bidder level which consequent to wrong price bidding , AVVNL reserve the right to reject the bid or take necessary loading / unloading to arrive the correct price as per aspersions of AVVNL / 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.
- xi) The zero priced or null value price bid / bid component, offer may be rejected /non-responsive.
- xii) Does not meet the minimum eligibility criteria as mentioned in the bidding document.
- xiii) During validity of the bid or its extended period, if any, increases his quoted prices.
- xiv) Has imposed conditions in his bid.
- xv) Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- xvi) Has submitted the bid after due date and time.
- xvii) 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.
- xviii) Has submitted bid which is not accompanied by required documentation and Earnest Money Deposit (EMD).
- xix) Has failed to provide clarifications related thereto, when sought.
- xx) Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- xxi) 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.

**10.9.2** 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 AVVNL 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 AVVNL enter into a contract with AVVNL 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, AVVNL 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 AVVNL 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 AVVNL may be taken, if satisfactory clarification is not furnished within the prescribed period.



**11.8.6** AVVNL 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.

AVVNL 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.

**AVVNL 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

**AJMER VIDYUT VITRAN NIGAM LIMITED**  
**IT CELL**  
**TENDER SPECIFICATION NO.IT-41**

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 sanction by the AVVNL. 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 “AVVNL” shall mean the AJMER 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 “AVVNL”.
- 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 “AVVNL” 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, AVVNL, Ajmer.
- 1.1.5 The “Engineer” shall mean the Chief Engineer, Dy. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, AVVNL, Ajmer 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 AVVNL 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



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- 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 AVVNL 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.
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- 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** from the date of successful roll out in public domain, and may be extended up to next 1.5 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.

- 2.2 **CONTACT VALUE:** - It shall be termed as total order value as quoted / accepted by the successful bidder in the financial bid.

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

Performance Bank Guarantee shall be as follows :-

- (a) 3% of the amount of work order.
- (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries of Rajasthan; and
- (c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR)

Provided that during the period commencing from the date of commencement of the Rajasthan Transparency in public procurement (Second Amendment) Rules, 2020 to 31.12.2021, in case of procurement of works, the successful bidder at the time of signing of the contract agreement,



may submit option for deduction of performance security from his running and final bill @ 3% of the amount of the bill.

The PBG shall be provided by the Successful Bidder within 14 days of receipt of Work Order from Discom, in any of the following forms:

- (a) deposit through eGRAS;
- (b) Bank Draft or Banker's Cheque of a scheduled bank;
- (c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of Ajmer Discom with the approval of Head Post Master;
- (d) Bank guarantee/s of a Nationalized / Scheduled bank. It shall be got verified from the issuing bank. The BG should have an initial validity period of 12 months (18 months including grace period). Upon successful performance, the agency shall be allowed to submit fresh revolving PBG as per applicability, of annual contract value for a further duration of 12 months (18 months including grace period). This Performance Bank Guarantee shall be valid for six months in addition to the entire contract period. It would be the sole responsibility of the Successful Bidder to get the Performance Bank Guarantee extended well in advance to maintain the validity time. Discom may invoke the Performance Bank Guarantee without giving any information if validity of such Performance Security expires.
- (e) Fixed Deposit Receipt (FDR) of a Nationalized / scheduled bank. It shall be in the name of AJMER DISCOM on account of bidder and discharged by the bidder in advance. The AJMER DISCOM shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to AJMER DISCOM without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- (f) Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next successful Bidder whose offer is responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily

#### 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 of the Discom 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 AVVNL, which shall be made available to the contractor. These rules and regulations may be modified by AVVNL 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 AVVNL in good working order on completion of the contract or time to time as per scope of works as and when required by the AVVNL. Contractor shall make well to AVVNL 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, application data & manpower) as pertinent to the works and obligatory in terms of law to protect its interest and interest of Discom against all perils. The validity of insurance shall be 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 AVVNL 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 AVVNL as aforesaid from any money due or which may become due to the Contractor or recover the same as debt from the Contractor.

- 13 **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.

#### 14. MAINTENANCE OF FACILITIES AND PERSONNEL

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 Ajmer 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.

#### 15 CONTRACT AGREEMENT

The contractor will have to enter into an agreement on NJSP of appropriate stamp duty of GoR with AVVNL 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 AVVNL 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.

#### 16 FALL BACK ARRANGMENT

In the event of failure of the contractor to fulfill its obligations, duties and responsibilities as per the agreement terms, AVVNL shall interalia have the right, at any time to resort to fall back



arrangement. Under this plan, AVVNL 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 AVVNL failing which AVVNL shall have right to recover the sum through legal or other means.

The AVVNL 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.

## 17 GOVERNING LAWS AND JURISDICTION

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

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

## 19 SETTLEMENT OF DISPUTES

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

The AVVNL 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 (EA&Cash), AVVNL Ajmer / AO(O&M) of concerned circle.

## 20 CONDUCT OF CONTRACTOR'S STAFF

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

## 21 LIEN

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

**22 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.

**23 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.

**24 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.

## 25 **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.

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

## 27 **SUSPENSIONS OF WORKS**

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

## 28 **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 by 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

**29 PRICE**

The bidders are requested to quote price as follows

- I. The bidders are required to quote their prices in excel file of BOQ.
- II. The prices quoted should be inclusive of all Tax and other Government levies as applicable.
- III. The prices quoted in BOQ.xls should be inclusive 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.

**30 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.

**31 FAILURE TO EXECUTE THE CONTRACT**

Contractor failing to execute the order placed on them to the satisfaction of AVVNL under terms and conditions set forth therein, will be liable to make good the loss sustained by AVVNL, 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.

**32 NON- ASSIGNMENT**

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

**33 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 AVVNL from this Contract as well as from other contracts.

**34 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.

**35 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.

## 36 PAYMENT TERMS AND PENALTY

### Invoicing

The Agency has to submit an invoice after completion of milestone to Superintending Engineer (IT) AVVNL Ajmer 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 Superintending Engineer (IT) AVVNL Ajmer 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) , AVVNL, Ajmer.

Milestone	Payment
Development and testing up to the satisfaction of Discom and successful roll out in public domain	90 % of the cost for development of mobile application as per the scope
Six months after successful roll out in public domain	Balance 10 % of the cost for development of mobile application as per the scope
Quarterly Payment during AMC Period of three years	100% payment of invoice raised at the end of respective quarter as per the AMC charges

### Penalties

(1) 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.

### Penal Provision for non-execution of contract/ works



1. The bid security taken from a bidder shall be forfeited in the following cases, namely
  - a) When the bidder withdraws or modifies its bid after opening of bids.
  - b) When the bidder does not exceed the agreement, if any, after placement of supply/ work order within the specified period.
  - c) When the bidder fails to commence the supply of the goods or services or execute the work as per supply/ work order within the time specified.
  - d) When the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
  - e) If the bidder breaches any provision of code of integrity prescribed for bidders as specified in the RTPP Act 2012 and chapter VI of the RTPP Rules 2013.

### 38 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 15 days from the Date of Award of work order
2	Development of the application as per approved FDS and scope of work	Within 45 days from the date of approval of FDS
3.	Final roll out in public domain	Within 60 days from the date of approval of FDS
4.	<b>AMC including Support and Maintenance</b> 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, if required as per the feedback received from various users.	For a period of three years from the date of successful roll out in public domain

### 38. 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 AVVNL on the expiry/ termination of the contract.

### 39. CODE OF INTEGRITY



- 
- (1) All the officers or employees of the procuring entity shall, -
- (a) maintain an unimpeachable standard of integrity both inside and outside their office;
  - (b) act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions;
  - (c) not allow any bidders to have access to information on a particular procurement, before Such- information is available to the public at large;
  - (d) not intentionally use unnecessarily restrictive or “tailored” specifications, terms of reference or statements of work that can discourage competition;
  - (e) not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from the procuring entity;
  - (f) not have a financial interest in any bidder(s) responding to a procuring entity’s bidding process and any person having financial interest in any bidder shall not participate in that procurement process;
  - (g) not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorized to receive such information;
  - (h) treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process;
  - (i) provide all bidders identical information at the same time, during the bidding process;
  - (j) apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process;
  - (k) not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders;
  - (l) protect the interests of the procuring entity under all circumstances while dealing with information and information sources;
  - (m) maintain confidentiality of all bids;
  - (n) ensure that the selection of bidder is as per the bidding documents and is not influenced by personal reasons attributable to concerned officials in any manner;
- and
- (o) disclose conflict of interest, if any.
- (2) Any person participating in procurement process shall,-
- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
  - (b) not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - (c) not indulge in any collusion, bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
  - (d) not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
  - (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - (f) not obstruct any investigation or audit of a procurement process;
  - (g) disclose conflict of interest, if any; and
-



(h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

#### **40. CONFLICT OF INTEREST**

(1) A conflict of interest for procuring entity or its personnel and bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

(2) The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following:-

(a) A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.

(b) Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation.

(c) A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.

(d) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone the favour, to benefit from procuring entity's personnel's actions or decisions.

(3) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-

(a) they have controlling partners in common;

(b) they receive or have received any direct or indirect subsidy from any of them;

(c) they have the same legal representative for purposes of the bid;

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;

(e) A bidder participates in more than one bid in the same bidding process.

However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or

(f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

#### **41. BREACH OF CODE OF INTEGRITY BY THE BIDDER**



Without prejudice to the provisions of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions.

#### 42. TERMINATION OF CONTRACT/ APPOINTMENT

##### **A. Termination for Default**

- a. The Purchaser may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, terminate the Contract in whole or in part if the Supplier fails to deliver any or all of the Goods or Related Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser.
- b. If the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract; or
- c. Any representation made by the bidder in the proposal is found to be false or misleading
- d. If the Supplier commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser in its absolute discretion decide) provided in a notice in this behalf from the Purchaser.
- e. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for TN-IT-41. Any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- f. If the implementation schedule of work is delayed for more than 30 days beyond the stipulated time then Discom will have liberty to terminate the contract.
- g. If the services of the vendor are not as per the awarded work for three consecutive months after commencement of work then Discom will have liberty to terminate the contract.

##### **B. Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

##### **C. Termination for Convenience**

The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

## SECTION –VI: PART- A: TECHNICAL OFFER

### AJMER VIDYUT VITRAN NIGAM LIMITED IT CELL

#### TENDER SPECIFICATION NO.IT-41 Annexure and schedules

#### TECHNICAL OFFER & GENERAL DETAILS SECTION – 6 PART – A

#### 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)**

**Ajmer Vidyut Vitran Nigam Limited**

**IT Cell, Naka Madar,**

**Ajmer-305001**

**SUB:** We submit our technical offer for the work of “Development of Mobile Application for on-the-spot / online filing of Vigilance Checking Report and Monitoring of Vigilance Activities” against TN-41.

**Dear Sir,**

We have procured tender specification for “Development of Mobile Application for on-the-spot / online filing of Vigilance Checking Report and Monitoring of Vigilance Activities” against TN-41.”

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 180 days from the date of opening of “Price Bids”
- 3) The quoted 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 AVVNL 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 AVVNL 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 AVVNL.

**Enclosed:**

1. Annexure 1 to 13
2. Schedule 1 to 6

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Designation\_\_\_\_\_

Date:

Place:

**ANNEXURE – 1: GENERAL PROFILE OF THE BIDDER**

(To be furnished on bidder's letter head in case of consortium, on the respective member's letter head)

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

Details	Responses
Bidding Entity Nature	Single bidder/ lead
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	
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	

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



**ANNEXURE – 2: FINANCIAL CAPABILITIES**

(To be furnished on bidder's letter head in case of consortium, on the respective member's letter head)

S. No	Particulars	Turnover (in Rs.)	Whether Net Worth Positive or Not	Whether Net Profit Earned or Not
1	FY 17-18 in INR		YES/NO	YES/NO
2	FY 18 -19 in INR		YES/NO	YES/NO
3	FY 19 -20 in INR		YES/NO	YES/NO
4	Total in INR			

Enclose CA certificate in this regard with UDIN NO.

**Note : Turnover / Net worth / Net profit shall be as per applicable accounting standards prescribed by ICAI.**

**Note : Enclosed audited Financial Statement of the aforesaid mentioned Financial Years duly signed by CA with UDIN NO.**



**ANNEXURE – 3: EXPERIENCE SUMMARY**

<b>Particulars of the Work</b>	<b>Order giving agency</b>	<b>Brief description regarding applicability for this tender TN IT-41</b>



**ANNEXURE – 4**

***UNDERTAKING FOR VARIOUS INFORMATION FURNISHED***

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

Bidder's Name & Address:

To  
The Superintending Engineer (IT)  
Ajmer Vidyut Vitran Nigam Ltd.  
IT Cell, Opp. 220kV GSS, Naka Madar, Ajmer  
Rajasthan, 305007.

Dear Sir,

**Sub: Undertaking for various information against TN-IT-41**

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

(Signature).....

(Name).....

(Designation).....

(Common Seal).....

Date :

Place :



**ANNEXURE – 5**

***BIDDER'S AUTHORISATION CERTIFICATE***

(To be furnished on Bidder's Letterhead. In case of consortium on the respective member's letter head)

To,

The Superintending Engineer (IT)  
AjmerVidyutVitran Nigam Ltd.  
IT Cell, Opp.220kV GSS, Naka Madar, Ajmer  
Rajasthan, 305007.

[Reference No.         ]

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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



**ANNEXURE – 6**

***POWER OF ATTORNEY IN FAVOUR OF AUTHORISED SIGNATORY OF THE BIDDER***  
***(To be stamped Non-Judicial Stamp Paper of Rs. 500/- duly notarized in name of the Bidding Entity)***

**ANNEXURE-7****POWER OF ATTORNEY IN FAVOUR OF LEAD MEMBER BY CONSORTIUM MEMBER**

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

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder

..... have formed a Consortium under the laws of

..... And having our Registered Office(s)/Head Office(s) at ..... (hereinafter called the 'Consortium' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s

..... being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of ..... and having its Registered/Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No..... Package ..... the bids for which have been invited by Ajmer Vidyut Vitran Nigam Limited, Corporate Office, Panchsheel Nagar, Makarwali Road, Ajmer (insert name of the Employer along with address) ..... (Hereinafter called the 'Employer') to undertake the following acts:

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

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

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



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

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

Partners of Consortium

.....

.....

...

.....

The Seal of the above Partners of the Consortium:

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

WITNESS

1.  
Signature.....  
Name .....  
Designation .....  
Occupation .....

2.  
Signature.....  
Name .....  
Designation .....  
Occupation .....



---

**Note:**

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

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



**ANNEXURE-8****FORM OF UNDERTAKING BY CONSORTIUM MEMBERS**

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

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

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

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the  
design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials  
stipulated in the

Bidding Documents under ..... (*insert name of the package along with project name*)  
.....

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

the Consortium, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

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

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated .....

by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause Tender Document (documents establishing the Qualification of Bidder) & Qualification Criteria in Tender Document, has been signed by all the parties. NOW THIS UNDERTAKING WITNESSETH AS UNDER:

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

1. In requirement of the award of the Contract by the Employer to the Consortium Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Consortium shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for delivering the Scope of Work in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Consortium, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I *(to be suitably appended by the Parties along with this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Consortium for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Consortium, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

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

For Lead Partner (Party No. - 1

For and on behalf of M/s

.....

Seal of .....

has been affixed in my/ our presence

pursuant to Board of Director's

Resolution dated .....

Name .....

Designation .....

(Signature of the authorized representative)

Signature .....

Signature.....

Signature.....

WITNESS:

WITNESS:

I. ....

I. ....

II. ....

II. ....

Seal of .....

has been affixed in my/ our presence

pursuant to Board of Director's

Resolution dated .....

Note:

For Party No. 2

For and on behalf of

M/s .....

Name .....

Designation .....

(Signature of the authorized representative)

(Signature of the authorized representative)

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



**ANNEXURE-9**

**APPENDIX-A**

**FORM OF BID-SECURING DECLARATION**

**(On Rajasthan Non-Judicial Stamp Paper worth Rs.50/- + Surcharge on Stamp Paper as per rules)**

Date:

Bid No. :

Alternative No. :

To:

Superintending Engineer (IT)

Ajmer Discom, Ajmer

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-
  - (a) when we withdraw or modify our bid after opening of bids;
  - (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
  - (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
  - (d) when we do not deposit the performance security within specified period after the supply/work order is placed, and
  - (e) if we breach any provision of code of integrity prescribed for bidding specified in the RTPP Act and Chapter VI of RTPP Rules rules.
3. In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.
4. We understand this Bid Security Declaration shall expire if:-
  - (i) we are not the successful Bidder;
  - (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
  - (iii) thirty days after the expiration of our Bid.
  - (iv) the cancellation of the procurement process; or
  - (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.:-----

Name :-----

In the capacity of : -----

Duly authorized to sign the bid for and on behalf of:-----

Dated on ----- day of -----

Corporate Seal: -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]

**ANNEXURE-10**  
**Template for Performance Bank Guarantee (PBG)**

(Will be provided to the successful bidder)

**ANNEXURE-11**

**SELF DECLARATION-NO BLACKLISTING**

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

To,

*The Superintending Engineer (IT) Ajmer Vidyut Vitran Nigam Limited IT Cell,  
Opp. 220 kV GSS, Naka Madar Ajmer*

In response to the NIT Ref. No. \_\_\_\_\_ dated

for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. Of

\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding: -

- a. possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Discom;
- b. have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c. is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d. does not have any previous transgressions with any entity in India or any other country during the last three years
- e. does not blacklisted by any of the Central/State power utilities in India for fraudulent and corrupt practices



- f. is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g. does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of three years preceding the commencement of the contract, or not have been otherwise disqualified pursuant to debarment proceedings;
- h. does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i. will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

## Annexure-12

### Pre-Qualification Requirements

#### AJMER VIDYUT VITRAN NIGAM LIMITED

#### IT CELL

#### TENDER SPECIFICATION NO.IT-41

**The bidder must possess the following requirements:**

S. No.	Criteria	Supporting Documents Required
2.	Proposals shall be submitted by an individual Bidder registered under the Indian Companies Act 1956/2013 or a valid consortium of not more than two parties.	Self-attested copy of the Certificate of Incorporation/ Registration Certificate / Certificate of Commencement of Business. In case of consortium, original consortium agreement (in the format enclosed) on Non Judicial stamp paper of Rs. 500/- must be submitted along with the proposal.
2.	The Bidder should have a valid GSTIN number (in case of JV/consortium of both members must meet requirement.)	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. (in case of JV/consortium of both members must meet requirement.)	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 on NJSP of appropriate stamp duly notarized.
4.	The bidder (lead member in case of consortium) must have successfully developed & deployed at least three mobile apps during the last three financial years (FY 2017 -2020). Out of these, at least one app should have been developed and deployed for Govt. deptt. / utilities like power / telecom / banking / water /insurance etc. in India and should have been integrated with the department's Data Centre / main application software / database for import / export of data / information.	(d) Copy of work order(s) mentioning the nature of work, the period during which the work was done, the value of the completed work (e) Copy of completion / successful running certificate against the submitted work order(s) along with performance certificate. (f) Documentary proof for number of downloads on public application stores.
5.	The bidder must have a valid and relevant ISO certification or higher, valid for at least six months after submission of bid. (in case of JV/consortium of both members must meet requirement.)	Copy of certificate
6.	The bidder must submit a Power of Attorney on NJ Stamp of Rs 500 and duly notarized to authorize a person to sign the documents on behalf of the company, submit technical,	Original Power of Attorney to be attached.

	Commercial bid and do anything incidental to the submission of bid for this tender and signing of contract, in case of award.	
7.	(a) The bidder should have been profit making in last three FY viz. 2017-18, 2018-19 and 2019-20. (b) Bidder should have positive net worth as on 31 <sup>st</sup> March 2020 ( in case of JV/Consortium both members must meet the requirement for point (a) and (b).	Valid CA certificate clearly certifying the requirements of point (a) & (b).CA certificate should have UDIN NO. Copy of required documents attached.

**Note: If any bidder fails to fulfill the QR, his bid will be treated as non-responsive & no further correspondence/clarification will be taken into consideration for the same.**

**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 of Rs. \_\_\_\_ 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

**3. 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.

**Annexure-13**

**FINANCIAL OFFER DECLARATION**

**The Superintending Engineer (IT)**  
**Ajmer Vidyut Vitran Nigam Limited**  
**IT Cell, Naka Madar,**  
**Ajmer- 305 001**

**SUB: We submit our financial offer for the work of “Development of Mobile Application for on-the-spot / online filing of Vigilance Checking Report and Monitoring of Vigilance Activities” against TN IT-41.**

Dear Sir,

We have procured tender specification No 41. 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 inclusive 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 is for complete package 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 inclusive of all applicable taxes and duties. All taxes and any statutory variation and imposition of new tax by government shall be on AVVNL account.

**Signature** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Date:**

**Place:**



## SCHEDULE – 1: SCHEDULE OF DEVIATIONS

### Technical Deviations

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

### Commercial Deviations

S. No	AVVNL'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 CONDITIONS OF THIS TENDER**

**Commercial Terms & Conditions**

Bidder's Name & Address:

To

**The Superintending Engineer (IT)  
Ajmer Vidyut Vitran Nigam Limited  
IT Cell, Naka Madar,  
Ajmer-305 001**

---

Dear Sirs,

**Sub:** Confirmation for "No Deviation" in Commercial terms & conditions of package No. AJMER/SE/IT/ TN IT-41

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)  
Ajmer Vidyut Vitran Nigam Limited  
IT Cell, Naka Madar,  
Ajmer-305 001**

---

Dear Sir,

**Sub:** Confirmation for "No Deviation" in Technical terms & conditions of package No. AJMER/SE(IT)/TN IT-41

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.

(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)  
Ajmer Vidyut Vitran Nigam Limited  
IT Cell, Naka Madar,  
Ajmer-305 001**

Dear Sirs,

We hereby declare that we are qualified for bidding in reference to “Qualification Requirements” of the bidding document TN IT-41 and submit the following certificate(s) /documents in support of the above :-

- 1.
- 2.
- 3.

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

## SCHEDULE – 5: EXPERIENCE SUMMARY

Bidder's Name & Address: \_\_\_\_\_ To \_\_\_\_\_

**The Superintending Engineer (IT)**  
**Ajmer Vidyut Vitran Nigam Limited**  
**IT Cell Naka Madar,**  
**Ajmer-305 001**

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 15 days from the Date of Award of work order
2	Development of the application as per FDS and scope of work	Within 45 days from the date of Award of work order
3.	Final roll out in public domain	Within 60 days from the date of Award of work order
<b>4.</b>	<b>AMC including Support and Maintenance</b> 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