

“To Supply and Install Desktop Computers with post installation support at various offices of Ajmer Discom against Tender No. TN-IT-54”

Ajmer Vidyut Vitran Nigam Limited
Office of the Superintending Engineer (IT)
Opp. 220 kV GSS, Naka Madar, Ajmer – 305 007 (Rajasthan)



Last Date for submission of Proposal is 25-08-2022 up to 17:00 Hrs.

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AJMER VIDYUT VITRAN NIGAM LIMITED

IT CELL, NAKA MADAR, AJMER

TENDER SPECIFICATION NO. # TN-IT-54

Contact Details

Contact Person	Superintending Engineer (IT), AVVNL, Ajmer
Telephone:	(0145) 2671860
☎:Fax	(0145) 2671860
✉:Email	seitavvnajmer@gmail.com , seitajm.avvnl@rajasthan.gov.in
Website	www.energy.rajasthan.gov.in/avvnl

NOTICE INVITING TENDER

Notice Inviting Tender

Reference No: TN-IT-54

AVVNL invites Technical & Financial e-Bids for **“Supply and Install Desktop Computers with post installation support at various offices of Ajmer Discom”** against Tender No. TN-IT-54 from experienced firms meeting minimum eligibility criteria as specified in the bid document.

The contract period shall be initially for **five years** renewable for such period or periods as mutually agreed.

Nature of the Work	To Supply and Install Desktop Computers with post installation support at various offices of Ajmer Discom.
Mode of Bid Submission	Online through e-Procurement / e-Tendering system at http://eproc.rajasthan.gov.in
Tendering Authority	The Superintending Engineer (IT) Ajmer Vidyut Vitran Nigam Ltd. IT Cell, Opp. 220 kV GSS, Naka Madar, Ajmer-305007.
Estimated Project Cost	Rs. 45,41,000/- including GST@18% (Rupees Forty Five Lakh Forty One Thousand Only)
Contact Person	Sh. V. K. Sancheti, SE (IT) E-mail – seitajm.avvnl@rajasthan.gov.in Office: 0145-2671860
Submission of Banker's Cheque/ Demand Draft for Tender Document Fee (including GST@ 18%) with the Sr. AO (EA & Cash) in favour of the Sr. AO (EA & Cash), AVVNL, Ajmer (non-refundable), payable at Ajmer, Rajasthan	Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty Only) OR Rs. 1475/- (Rupees One Thousand Four Hundred Seventy Five Only) for MSME situated in Rajasthan classified under Section 7(1) of MSME Development Act 2006.
Submission of Demand Draft for e-Tender Processing Fee (including GST@ 18%) with the SE(IT), AVVNL, Ajmer in favour of the M.D., RISL payable at Jaipur (non-refundable)	Rs. 1180/- (Rupees One Thousand One Hundred Eighty Only)

Submission of EMD/ Bid Security Amount in favour of the SE (IT), AVVNL, Ajmer	2% of estimated project cost in form of Bankers Cheque / Demand Draft / Bank Guarantee from any nationalized bank (relaxation as per RTPP act to SSI/MSME of Rajasthan).
Publishing Date/Time	05.08.2022, 18:00 Hrs.
Last date of receipt of clarification/queries	16.08.2022, up to 13:00 Hrs.
Submission Date for Banker's Cheque/ Demand Draft / BG for Tender Fee, Bid Security, and Processing Fee.	The deadline for submission of these instruments is Bid submission deadline. The Bidder can submit these instruments before the deadline. The Bidder has to submit the same in hard copy and attach the scan of receipts with online bids.
Document Download / Sale Start Date	08.08.2022, 17:00 Hrs. onwards at https://eproc.rajasthan.gov.in , https://energy.rajasthan.gov.in/avvnl , https://sppp.rajasthan.gov.in
Document Download / Sale End Date/Time	24.08.2022, Up to 13:00 Hrs.
Bid submission Start Date/Time & Place of submission of bids	08.08.2022, 18:00 Hrs. onwards at https://eproc.rajasthan.gov.in
Bid submission Last Date/ Time	25.08.2022 up to 17:00 Hrs.
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Processing Fee and Submission of EMD/ Bid Security Amount	25.08.2022 Up to 15:00 Hrs. in Office of the Sr. AO (EA & Cash), AVVNL, Vidyut Bhawan, Panchsheel Nagar, Ajmer. Note: The Processing Fee & EMD/Bid Security Amount will be deposited at Office of the SE(IT), AVVNL, IT Cell, Naka Madar, Ajmer.
Date, Time and Place of Opening of Technical Bids	26.08.2022 at 16:00 Hrs., https://eproc.rajasthan.gov.in
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.	https://eproc.rajasthan.gov.in , https://energy.rajasthan.gov.in/avvnl , https://sppp.rajasthan.gov.in
Bid Validity & Bid Security Validity	Bid Validity: 120 Days from the date of Financial Bid Opening Bid Security Validity: 180 Days from the Date of Technical Bid Opening. If required, the same shall be requested to be extended.

The prospective bidder should have the necessary competence, adequate financial standing, sufficient experience and expertise as per Qualification requirement detailed in this document.

Before bidding under this bid, bidder should ensure that: -

1. They are qualified as per QR mentioned in this document.
2. The offered solution/services shall meet the technical and scope of work requirement laid down in this document.

NOTE:

1. The bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in.
2. Bidders who wish to participate in this tender will have to register on <https://www.eproc.rajasthan.gov.in>. To participate in online tenders, Bidders will have to procure Digital Signature Certificate (Type – II or Type – III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, Safecrypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for future assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.

Contact No. 0141 – 4022688 (Help Desk of RISL – 10:00 AM to 6:00 PM on all working days)

E-mail: eproc@rajasthan.gov.in

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

3. Bidders should go through the website <https://www.eproc.rajasthan.gov.in> should refer to the website and go through the link “Help For Contractors”, “Information About DSC”, “FAQ” and “Bidders Manual Kit” and **Section-I** to know the process for submitting the electronic bids at the website.
4. The ‘Instructions to bidders’ and other terms and conditions of this tender pertaining to the bidding process generally follow the guidelines of e-tendering system of the government of Rajasthan, available at URL <https://www.eproc.rajasthan.gov.in>. However, wherever there is any anomaly between the conditions referred to in this tender document and the GoR e-tendering system, the latter shall be final.
5. The complete tender document has been published on the websites, <https://energy.rajasthan.gov.in/avvnl>, <https://sppp.rajasthan.gov.in> and <https://www.eproc.rajasthan.gov.in> for the purpose of downloading.

6. The downloaded tender document shall be considered valid for participation in the bid process subject to submission of required Tender fees, e-Tender Processing Fee & EMD/Bid Security as mentioned in the NIT Section table. A copy of receipt of the tender fees, e-Tender Processing Fees & EMD/Bid Security must be enclosed along with the Technical bid/ proposal failing which the bid will be summarily rejected. The last date of submission of these Original instruments is mentioned in the NIT Table. The Bidder must take due care in submitting the instruments and collecting receipts from Ajmer Discom so that the Originals are submitted in hard copy and receipt scans are uploaded with the Technical Bid, before the Bid Submission Deadline.
7. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally by the Bidder. The Technical and Financial Bid which is uploaded on eproc portal must be signed and stamped on each relevant page by the designated Authorized Representative of the bidder. The name, designation and authority of the designated Authorized Representative of the Bidder shall be stated in the Bid.
8. No contractual obligation whatsoever shall arise from the tender document/bidding process unless and until a formal contract is signed and executed between the Ajmer Discom and the successful bidder(s).
9. AVVNL disclaims any factual/ or any other errors in this tender document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid.
10. Bids will be considered only in the prescribed manner. Bids not submitted in the prescribed format will be summarily rejected without further evaluation.
11. Copies of various documents to be enclosed along with the bids must be legible and be self-attested by the authorized signatory with official seal. Claims made by bidder related to the project experience and other requirements shall be considered only when appropriate supporting documents are provided.
12. All the communication/correspondence including the Bid (Technical and Financial Bid) must be signed and stamped on each page by the designated Authorized Representative of the bidder failing which the bid will be summarily rejected.
13. The Bids can be submitted up to date and time given as specified in the NIT Table.
14. The complete bidding process is defined in the tender document.



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15. In case, a bidder imposes conditions which are in addition or at variance or in conflict with the terms and conditions as specified in this tender document, all such bids will be summarily rejected.
16. Tendering Authority reserves the complete right to accept or reject in part or full any or all the bids without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/ rejected by the tendering authority.
17. In case, a dispute arises with regard to interpretation/ omission/ error in this tender document, bid submitted, other documents; the decision of the SE (IT), AVVNL, Ajmer will be final and binding upon the bidders.
18. Interested bidders may obtain further information from the office of
**The Superintending Engineer (IT),
Ajmer Vidyut Vitran Nigam Ltd,
IT Cell, Opp. 220 kV GSS, Naka Madar,
Ajmer-305007.**

Document Summary	
Document Name	Tender Specification No TN-IT-54 To supply and Install Desktop Computers with post installation support at various offices of Ajmer Discom.
Document Owner	The Superintending Engineer (IT), Ajmer Vidyut Vitran Nigam Limited, IT Cell, Opp. 220 kV GSS, Naka Madar, Ajmer-305007
Document Security Classification	Restricted
Permissions	This tender specification is not transferable and shall not be reproduced without written permission of the owner
Total number of Pages	110
Annexures	14
Schedules	7



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BROAD SCOPE OF WORK

To supply and Install Desktop Computers with post installation support at various offices of Ajmer Discom which includes the following components:

i. Supply and Installation of Desktop Computers

To supply and Install Desktop Computers at various offices of Ajmer Discom.

ii. Warranty and Post Installation Support

All the supplied Desktop Computers are to have comprehensive onsite warranty (inclusive of parts and labour) for 5 years Post Installation Support as per the given service level.

Detailed scope of work with technical specifications of Desktop Computer is explained in Section-III : "Requirements of System" of this tender specification document.

SECTION – I : INSTRUCTION TO BIDDER

1. GENERAL INSTRUCTIONS

- 1.1. The Ajmer Vidyut Vitran Nigam Ltd [hereinafter to be referred to as AVVNL] 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, terms and conditions as incorporated in General Conditions of Contract and Technical specification before filling the Bid proposal form.
- 1.4. If he 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.
- 1.7. The works referred herein shall cover the entire scope of the proposal which include commissioning and erection of equipment including the successful completion of performance and guarantee tests which the owner desires to get executed.

2. FIELD CONDITIONS

- 2.1. The geographical condition of the Discom is not same and has different terrain.

- 2.2. The bidder may in its own interest, before submitting the bid, inspect and examine the area involved and satisfy it regarding the existing system.
- 2.3. For ascertaining the existing system, condition's etc., the agency may contact the Tendering Authority.
- 2.4. No claim from Bidder or Agency for change in the bid or terms & conditions of the contract shall be entertained on the ground that the conditions are different than what were contemplated by them at the time of submitting the bids.

3. SUCCESSFUL IMPLEMENTATION AND GOOD PERFORMANCE

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

4. PREPARATION OF BIDDING DOCUMENT

4.1 BID SECURITY:

- 4.1.1 The Bidder shall furnish EMD/Bid Security as per the prescribed in NIT section.
- 4.1.2 The Bidder shall **deposit/submit** the EMD/Bid Security in prescribed format to the SE(IT), AVVNL, Ajmer within the stipulated date & time, and obtain a receipt.
- 4.1.3 Bid uploaded but not accompanied by a copy of the receipt for depositing EMD/Bid Security shall be rejected and the Bid will not be opened.
- 4.1.4 In case of bidders who are declared as non-responsive, EMD/Bid Security will be returned on production of the original receipt after 15 working days post opening of financial bid.
- 4.1.5 Adjustments/proposals for acceptance of EMD/Bid Security, if any, **already** lying with the Discom in connection with some other bids/orders shall not be entertained. Also, the Discom will not adjust the Bid Security under this tender with the previous dues of bidder if any.



4.1.6 Ajmer Discom reserves the right to forfeit EMD/Bid Security & take appropriate action as per RTPP Act-2012 & RTPP Rules, 2013, if successful bidder either has not accepted the work order or not completed the contractual requirement within the specified period.

4.1.7 No interest shall be payable on bid security.

4.2. TENDER DOCUMENT FEE & TENDER PROCESSING FEE

The bidders are permitted to download the bid document from websites <https://eproc.rajasthan.gov.in>, <https://energy.rajasthan.gov.in/avvnl> and <https://sppp.rajasthan.gov.in/> but must pay the cost of Tender document fee as mentioned in NIT table within the stipulated date & time in the office of the Sr. Accounts Officer (EA & Cash), AVVNL, Ajmer and e-Tender processing fee as mentioned in NIT table within the stipulated date & time in the office of the Superintending Engineer (IT), AVVNL, Ajmer and obtain acknowledgement thereof. Such processing fee shall be sent to RISL.

5 CLARIFICATIONS AND AMENDMENTS OF BIDDING DOCUMENT

5.1 CLARIFICATIONS TO THE BID DOCUMENT

5.1.1 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.

5.1.2 The Tendering authority shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it or shall also place it on the website of AVVNL, including a description of the inquiry but without identifying its source.

5.1.3 Tendering authority deems 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.

5.1.4 Below format should be used for any clarification on tender.

S. No	RFP Section No. & Clause No.	Page No.	Clause Description	Clarification required by the bidder	Suggestions/ Queries

Name: _____

In the Capacity of: _____

Signed: _____

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

Date: _____

5.2 CLARIFICATIONS TO THE BID

5.2.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Tendering Authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be in writing or e-mail of the Authorized Signatory of the Bidder.

5.2.2 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.

5.2.3 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction



of arithmetic errors discovered by the tendering authority in the evaluation of the Bids.

5.3 AMENDMENT OF BIDDING DOCUMENT

- 5.3.1 At any time prior to the deadline for submission of the Bids, the tendering authority may amend the Bidding document by issuing Corrigendum/Addendum.
- 5.3.2 Any Corrigendum/Addendum issued shall be a part of the Bidding document and shall be published on www.energy.rajasthan.gov.in/avvnl, <https://eproc.rajasthan.gov.in> and <https://sppp.rajasthan.gov.in/> only.
- 5.3.3 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.
- 5.3.4 Any change in date of submission and opening of bids would be published through Ajmer Discom's website and e-proc portal.

5.4 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-I. All such deviations shall be clearly mentioned in Schedule of Deviation. 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.

6 SUBMISSION AND OPENING OF BIDS

6.1 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.

6.2 LANGUAGE OF BIDS

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

6.3 SUBMISSION OF PROPOSALS

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

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

6.4 BIDS ARE TO BE SUBMITTED IN TWO PARTS

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

6.4.2 **Part- A (Technical Bid):** will contain

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

- (ii) Copy of receipt of submission of Tender processing fee
- (iii) Copy of receipt of submission of EMD/Bid Security.
- b) Cover 2: Techno-Commercial Bid (to be uploaded in pdf format):
 - (i) Complete Technical Bid comprising information in specified formats and schedules (Except the price schedule) including details of the proposed services and man power to meet out the work requirement together with its capabilities.
 - (ii) Supporting documents to ascertain the eligibility / qualification as per the QR requirements of this tender

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

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

6.5 FILLING OF BIDS:

- 6.5.1 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).
- 6.5.2 No alteration should be made to the format of the tender specification and schedules. The bidder must comply entirely with specification.
- 6.5.3 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.

- 6.5.4 Tender should be filled in only with ink or typed and must be submitted online after signing digitally.
- 6.5.5 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.
- 6.5.6 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.
- 6.5.7 The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- 6.5.8 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.
- 6.5.9 All bids and accompanying documents shall be addressed to the Ajmer Vidyut Vitran Nigam Limited.
- 6.5.10 The tenders/quotations given in the form other than prescribed form will not be considered.
- 6.5.11 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.
- 6.5.12 AVVNL can ask the bidder to submit any document in original.
- 6.5.13 The tender offer shall be submitted in time specified on <https://eproc.rajasthan.gov.in> in electronic format in the following manner:
- 6.5.13.1 **COVER – I: Fee** (to be filed in pdf format)



- i. Proof of depositing EMD/Bid Security in the prescribed form as defined hereunder at Clause “Bid Security” i.e the receipt issued by the Superintending Engineer (IT), AVVNL, Ajmer on account of depositing “EMD/Bid Security” in favour of the Superintending Engineer(IT), AVVNL, Ajmer.
- ii. Proof of submitting tender processing fee i.e. the acknowledgement issued by the Superintending Engineer (IT), AVVNL, Ajmer on account of depositing the processing fee of RISL through DD/ Banker’s Cheque in favour of the M.D., RISL, payable at Jaipur.
- iii. Proof of submitting Tender document cost i.e the acknowledgement issued by the Sr. Account Officer (EA & Cash), AVVNL, Ajmer on account of depositing tender document cost through DD/Banker’s Cheque in favour of the Sr. Account Officer (EA & Cash), AVVNL, Ajmer, payable at Ajmer.

6.5.13.2 **COVER – II: Techno - Commercial Bid** (to be filled 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, confirmation of terms and conditions 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.

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

This price bid shall include submission of details of prices in BOQ.xls as per the format given in Price Schedule 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.

5.6 DOCUMENTS COMPRISING THE BID

- 6.6.1 The tender shall be accompanied with the schedules, documents mentioned in the specification.
- 6.6.2 The tender which is not accompanied by any or all mentioned schedules, documents or is accompanied by incomplete Schedules/ schedules is liable for rejection.
- 6.6.3 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.
- 6.6.4 **COVER - II for Prequalification Requirement /Technical Bid** as detailed below:
- i. Technical Offer as per SECTION III Part -III of specification
 - ii. Enclose ISO 9001:2000 certificate for manufacturer & authorization from OEM in case of authorized dealer/distributor.
 - iii. Enclose copies of order so executed/orders in hand.
 - iv. **Undertaking that company have not been blacklisted from the Government of Rajasthan or Rajasthan Discoms**
 - v. Specification of items to be supplied as per technical specification attached.
 - vi. Relevant document as a proof of valid Registered GSTIN number.
 - vii. Annexure-1 : General profile of the bidder
 - viii. Annexure-2 : Organizational Capabilities
 - ix. Annexure-3 : Financial Details
 - x. Annexure-4 : Experience summary



- xi. Annexure-5 : Proposed System
- xii. Annexure-6 : Vendor Warranty
- xiii. Annexure-7 : Performance Bank Guarantee Format
- xiv. Annexure-8 : Draft Agreement
- xv. Annexure-9 : Format of affidavit for MSME situated in Rajasthan.
- xvi. Annexure-10 : Format of Self Declaration - No Blacklisting.
- xvii. Annexure-11 : Qualification Requirement
- xviii. Annexure-12 : Performa for Bank Guarantee (Bid Security)
- xix. Annexure-13 : Bidder's Authorization Certificate
- xx. Annexure-14 : Undertaking for Various Information Furnished
- xxi. Schedule-1 : Schedule of deviations
- xxii. Schedule-2 : Confirmation of "No deviation" in commercial terms and conditions of this tender
- xxiii. Schedule-3 : Confirmation of "No deviation" in technical terms and conditions of this tender
- xxiv. Schedule-4 : Supporting documents to substantiate meeting of QR
- xxv. Schedule-5 : Experience summary
- xxvi. Schedule-6 : Schedule of Completion.
- xxvii. Schedule-7 : Check List.
- xxviii. Manufacturer Authorization Form (MAF) on the letter head of OEM
- xxix. Proof of mandatory certification for Desktop Computers.
- xxx. Any other information Bidder may like to highlight.
- xxxi. Power of Attorney for authorized signatory to sign the tender document digitally.



xxxii. Name & correspondence address of the bidder along with phone/ Fax No. & Email address

xxxiii. Satisfactory evidence of authority of the person signing on behalf of the Bidder furnished with the bid

6.6.5 **COVER – III for Financial/Price Bid/BOQ:** The Bidder shall submit the financial offer in excel file of BOQ only electronic mode.

6.7 ALTERNATIVE BIDS

Alternative bids shall not be considered at all.

6.8 BID PRICES

6.8.1. All the prices should be firm & quoted only in Indian Rupees (INR) Currency.

6.8.2. The quoted prices (Firm) are inclusive of all applicable tax and duties at the time of bid (detail and rates of tax are attached herewith) any statutory variation and imposing new tax by government shall be on AVVNL account.

6.8.3. Goods & Service Tax: Ajmer Vidyut Vitran Nigam Limited is registered dealer under Rajasthan Goods and Service Tax-2017 Reg. No. 08AACCA8562E1ZP.

7. PERIOD OF VALIDITY OF BIDS

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

7.2. Tendering Authority may ask for extension in validity period. The Bidder will be at liberty to accept it or not. In case Bidder agrees to extend the validity period without changing his original offer, he will be required to extend validity period of the Bid Security submitted against the Bid Security.

8. FORMAT AND SIGNING OF BID

- 8.1 The bidder has to submit EMD/ Bid Security, 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>.
- 8.2. 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.
- 8.3. 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. SIGNATURE OF BIDDER

- 9.1. 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.
- 9.2. 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).
- 9.3. 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.
- 9.4. 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. Satisfactory evidence of authority (Power of Attorney) of the person signing on behalf of the Bidder shall be furnished with the bid.

- 9.5. The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 9.6. Erasures or other changes in the bid documents shall bear the initials of the person signing the bid. Bids not conforming to the above requirements of signing shall be disqualified.

10. DEADLINE FOR THE SUBMISSION OF BIDS

- 10.1. 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.
- 10.2. Any change in date of submission and opening of bids would also be placed on the AVVNL website 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.
- 10.3. 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.

11. DELAYED/ LATE BIDS

- 11.1. The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed date due to non-availability of / hanging of website at last moments. The date of submission of bids will not be extended if system is hang up in last hours or congestion.
- 11.2. 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.

12. RECEIPT OF TENDERS/ BIDS

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

13. 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.

14. BID OPENING

- 14.1. The designated Procurement Committee will perform the bid opening, which is a critical event in the bidding process.
- 14.2. The tendering authority shall conduct the bid opening at the address, date and time specified in the NIT.
- 14.3. 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.
- 14.4. First, envelopes marked “Cover-1” and “Cover-2” shall be opened.
- 14.5. Only the cover containing “Technical Bid” shall be opened first. The cover containing “Financial Bid” shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

15. EVALUATION AND COMPARISON OF BIDS

15.1. GUIDING PRINCIPLE FOR EVALUATION OF BIDS

- 15.1.1 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.
- 15.1.2 The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder.
- 15.1.3 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.
- 15.1.4 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.

16. CONFIDENTIALITY

- 16.1. 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.
- 16.2. 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.



16.3. 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.

17. CLARIFICATION OF BIDS

17.1. In the course of evaluation and comparison of bids, AVVNL may ask bidders individually for clarification, in writing. No change in the substance of the bid shall be permitted except as required to confirm the correction of any typographical error.

17.2. 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.

17.3. 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.

18. DETERMINATION OF RESPONSIVENESS

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

18.2. 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.

18.3. A material deviation, reservation, or omission is one that,

- i. If accepted, would: -



- a) Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
 - b) Limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights or the bidder's obligations under the proposed Contract; or
- ii. If rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.
- 18.4. 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.
- 18.5. The tendering authority shall compare all responsive bids to determine the best bid, in accordance with the provisions of this bidding document.

19. NON-MATERIAL NON-CONFORMITIES

- 19.1. Provided that a bid is substantially responsive, the tendering authority may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- 19.2. Provided that a bid is substantially responsive, the tendering authority may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
- 19.3. Provided that a bid is substantially responsive, the tendering authority shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Evaluation and Qualification Criteria of this bidding document.



20. EVALUATION & COMPARISON OF BIDS

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

20.1. 1st Stage: Qualification Requirement (Part -A) & Evaluation of Technical offer

- A. Qualification Requirement-** Each bid shall be evaluated to ascertain the qualification of bidder with respect to the requirements laid down in this RFP.
- B.** Availability for No-Deviation Certificate. If any deviation is found, the bid shall be declared as non-responsive.
- C.** Technical details and proposals submitted by the bidders shall be critically examined in line with objectives & scope of work along with all the documents submitted.

AVVNL shall prepare the list of qualified bidders on the basis of above criteria and accordingly notified through e-portal for opening of financial bid.

20.2. 2nd Stage: Financial Bid Evaluation:

The Financial Bids which are opened shall be evaluated. The Ajmer Discom will correct arithmetical errors during evaluation of Financial Bids on the following basis:

1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Ajmer Discom there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
3. If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (1) and (2) above.



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

Except as provided in sub-clauses (1) to (4) herein above, Tendering Authority shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.

If the Bidder does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

- 20.3. The bids will be evaluated and awarded as per the evaluation criteria that “The Bidders having lowest financial quote during Financial Bid Evaluation shall be considered as the L1 Bidders”.
- 20.4. The EMD/ Bid Security of the other technically qualified Bidders shall be returned after 15 working days from the date of signing of Contract by the Discom with the successful Bidder.

21. NEGOTIATIONS

- 21.1. As a general rule, negotiations after opening of bids would be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as: -
- ❖ When ring prices have been quoted.
 - ❖ When the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids.
- 21.2. Negotiations shall not make original offer of the bidder ineffective.
- 21.3. Negotiations shall be conducted with the lowest bidder (L1) only and by information given in writing with a minimum



period of 3 days (in case of a local bidder) and 7 days (in case of an outstation bidder) shall be given for response in writing and in sealed cover. In case of urgency the tender sanctioning Procurement Committee may reduce the notice period for negotiations, provided the bidder receives the information regarding holding negotiations.

- 21.4. In case the lowest/ best bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the tender sanctioning Procurement Committee may decide to make a written counter offer to the lowest/ best bidder. If the lowest/ best bidder does not accept the counter offer given by the Procurement Committee, the Procurement Committee may recommend rejecting the bid or may repeat the process to make the same counter offer to second lowest/ best bidder and so on to third, fourth lowest/ best bidder, etc. till any bidder accepts it.

22. DISQUALIFICATION

Tendering authority may at its sole discretion and at any time during the processing of bid, disqualify any bidder/ bid from the bid process on following grounds

- i. Any action on the part of the bidder to revise the rates/prices and modification in technical or commercial substance of Bid, at their own.
- ii. Submission of any supplementary information unless & otherwise asked for at his own instance after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bid to the Discom at least for one year.
- iii. The Bidder has been disqualified from any other Discom for any violation of code of conduct.
- iv. In case of bidder not adhering to the format of financial offer given with this document the bid / offer may be rejected / non-responsive.
- v. In case of any mis-apprehension at bidder level which may lead to wrong price bidding, Discom reserve the right to reject the bid or take necessary loading / unloading to arrive the correct price as

per aspersion of Discom / 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.

- vi. Does not meet the Qualification Requirement (QR) as mentioned in the bidding document.
- vii. During validity of the bid or its extended period, if any, increases his quoted prices.
- viii. Has imposed conditions in his bid.
- ix. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- x. Has been black listed, by any utilities of India during Last 5 financial years.
- xi. Has submitted bid which is not accompanied by required documentation and Bid Security /Tender document fees/Processing fees.

Note: Bidders may specifically note that while processing the bid documents, if it is found, expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay/ holding up the processing of bids then the bidders so involved are liable to be disqualified for the contract as well as for a further period of two years from participation in any of the bids floated by any department, Govt. of Rajasthan.

23. AWARD OF CONTRACT

23.1. ACCEPTANCE OF THE TENDER/BID AND NOTIFICATION OF AWARD

- 23.1.1. After the selection of the Successful Bidder by the Tendering Authority within the validity period of Bid, the Tendering Authority shall inform such Bidder in writing by issuing Letter of Intent (LOI).
- 23.1.2. The Successful Bidder (s) shall send an acknowledgement the LOI to the Discom, post which Discom shall prepare and

send a detailed work order to the Successful Bidder (s). In case, the Successful Bidder (s) refuses at the issue of LOI, the intent to perform the scope of work, it shall be rejected with forfeiture of its Bid Security and offer may be extended to the L2 Bidder and so on.

- 23.1.3. Discom shall issue Work Order to the Successful Bidder requiring him to do the following things within specified timeline. If the Bidder fails to do the following things within specified timeline, Bid Security of such Bidder shall be forfeited and Tendering Authority of Discom may consider the next ranked bidder.
- 23.1.4. Written Letter of Acceptance of Work Order along with duly signed and sealed copy of such Work Order as token of such acknowledgement within 7 working days.
- 23.1.5. Submission of Performance Bank Guarantee as required to be submitted under the Contract within 15 working days.
- 23.1.6. Signing of the Contract (based on the terms & conditions of this Tender Document) with the Discom within 15 working days after issue of Contract format by Discom to the Successful Bidder. In case any of the party (Discom and the Successful Bidder) is unable to sign the Contract within 15 working days, it shall inform the other party in advance regarding the same along with the reason and suitable time for signing of the Contract.
- 23.1.7. Decision on bids shall be taken within original validity period of offers. 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. It is discretion of bidder to accept the extension or not. Those bidders who do not accept shall be discontinued from the bid process and their Bid Security may be refunded.
- 23.1.8. Until a formal Contract is prepared and signed, the Work Order/ LOI shall constitute a binding Contract.
- 23.1.9. Award Criteria:

L-1 Bidder will be awarded 100% quantity

Note: Wherever there are more than one bidder quoting the same price at any level, their ascending order would be determined on the basis drawl of lottery in presence of the bidder who wishes to be present.

24. SIGNING OF CONTRACT

- 24.1. The successful bidder will, on receipt of Work Order from the Discom enter into a contract with the DISCOM by jointly signing the Contract.
- 24.2. The draft of the Contract based on the terms & conditions, detailed in Section-II will be forwarded to the successful bidder for execution by the Discom.
- 24.3. The Contract will be signed with in fifteen days thereafter. The person to sign the Contract must be duly authorized by the Bidding entities.

25. PERFORMANCE DEPOSIT / GUARRANTEE (PBG)

- 25.1. Within Fifteen (15) days of the receipt of notification of award from tendering authority, the successful bidder shall furnish the Performance Deposit (PBG) in accordance with the provisions under the “General Terms & Conditions “ of the Contract as mentioned in this bidding document.
- 25.2. Failure of the successful bidder to submit the aforementioned deposit/guarantee or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation/termination) of the award and forfeiture of the EMD/Bid Security. 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.

26. RESERVATION OF RIGHTS

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 to change its Technical proposal before opening of price bid to all bidders and
- 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.

27. 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.

28. 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 Tendering authority act as per RTPP Rule 2013 CLAUSE 68 “Lack of Competition”**.



29. GENERAL

- 29.1. Discom does not bind itself to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.
- 29.2. The fact of submission of bid to the Ajmer Discom shall be deemed to constitute an agreement between the Bidder and the Discom whereby such bid shall remain open for acceptance by the Discom and Bidder shall not have option to withdraw his offer, impair or derogate the same. If the Bidder is notified during the period of validity of bid that his bid is accepted by the Discom, he shall be bound by the terms of agreement constituted by his bid and such acceptance thereof by the Discom, until formal contract of the same bid has been signed between him and Discom in replacement of such agreement.
- 29.3. The successful bidder will have to sign the contract agreement for the proper fulfilment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the Tender Document/ Bid, interpretations as may be advantageous to Discom may be taken, if satisfactory clarification is not furnished within the prescribed period.
- 29.4. Discom will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- 29.5. Ajmer Discom reserves the right to:
Reject or accept any bid.
Cancel the bid process and reject all applications.
- 29.6. Ajmer Discom shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.



SECTION-II : TERMS & CONDITIONS

The Terms and Conditions of the contract shall prevail and shall be binding on the Agency and any change or variation expressed or impressed howsoever made shall be in operative unless expressly sanctioned 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 inconsistent with such construction. "Discom / Ajmer Discom" shall mean the Ajmer Vidyut Vitran Nigam Limited or AVVNL, represented by Chairman/Managing Director and shall include their legal personal representative, successors and assignees.
- 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".
- 1.3 The "Agency" shall mean the Bidder whose Bid has been accepted by Discom and shall include its heirs, legal representative, successors and assignees approved by the Discom.
- 1.4 The "Chairman/Managing Director" shall mean the Chairman/Managing Director, Discom.
- 1.5 The "Engineer" shall mean the Chief Engineer, Addl. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, Discom 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 Discom or his duly authorized representative.
- 1.6 "Works" mean and include the work or works to be done by the Agency under the contract.



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- 1.7 The “Contract” shall mean and include the following:
- i. Notice Inviting Tender
 - ii. Complete Tender document including its amendments if any.
 - iii. Bid submitted by bidder.
 - iv. EMD/Bid Security.
 - v. Letter of Intent and its acknowledgement.
 - vi. Security Deposit/ Performance Guarantees.
 - vii. Detailed Work order.
 - viii. Addenda that may hereafter be issued by the Discom to the Agency in the form of letter and covering letters and schedule of prices as agreed between the Agency and the Discom.
 - ix. The agreements to be entered as per Tender Document.
 - x. Requisite Power of Attorney in favor of the authorized signatory of the Bidder.
- 1.8 The “Specification” shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.
- 1.9 The Month shall mean, English calendar month i.e. period of 30 days and week shall mean a period of 7 days.
- 1.10 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.
- 1.11 “Acknowledgement of Letter of Intent” shall mean the Bidder’s letter conveying his acceptance of it being successful bidder and its intent to perform the contract.
- 1.12 “Acknowledgement of Work Order” shall mean the Bidder’s letter conveying his acceptance of the tender as per the terms and conditions as been stated therein.
- 1.13 The “Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.



- 1.14 “Letter of Intent” Letter issued by Discom to the successful bidder informing him that the bidder is successful bidder.
- 1.15 “Work Order” shall mean the Discom’ letter which may be issued in the way of letter containing detailed terms and conditions of the work and such other particulars which the Discom may like to convey to the Agency pending signing of a formal written Contract.
- 1.16 “Writing” shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
- 1.17 The Work “Codes” shall mean the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made there under applicable in the State of Rajasthan on the date of Letter of Intent with such special modification thereof as may be specially stipulated by competent State Authorities i.e. Chief Electrical Inspector of Rajasthan.
- 1.18 Works importing “PERSON” shall include firms, Companies, Corporations and other bodies whether incorporated or not.
- 1.19 Words importing the singular only shall also include the plural and vice version where the context requires.
- 1.20 Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897).
- 2. CONTRACT:** After the selection of successful bidder, Discom will issue Letter of Intent and subsequently a detailed Work Order to such bidder. A contract shall be entered between Discom and the successful bidder.
- 3. CONTRACT VALUE:** Contract Value shall be termed as total order value as quoted / accepted by the Successful Bidder in the Financial Bid.
- 4. CONTRACT PERIOD:** The contract period will remain valid till entire supply and installation of the Desktop Computers and completion of onsite support and comprehensive warranty on



Desktop Computers for a period of **five years**, from the successful installation of the supplied Desktop Computers. The installation will be considered as successful vendor runs the system and demonstrates its successful running to the concerned officer in charge/consignee.

5. IMPLEMENTATION PERIOD: The implementation schedule shall be as per “Detailed Scope of Work” section of this document.

6. PERFORMANCE DEPOSIT/GUARANTEE (PBG):

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 31.03.2023, 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 15 days of receipt of Work Order from Discom, in any of the following forms:

- (a) Bank Draft or Banker's Cheque of a scheduled bank;
- (b) 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;



- (c) Bank guarantees of a Nationalized / Scheduled bank. It shall be got verified from the issuing bank. The Performance Bank Guarantee (on appropriate non judicial stamp paper of GoR) shall be valid for three months in addition to the entire contract period. The same shall be extended by the successful bidder, if required by Discom.
- (d) 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. 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.
- (e) The above BGs is to be furnished in whole Rupees with validity up-to last day of required calendar month. Bank commission charges or any other charges, if any, shall be to the Contractor's account.
- (f) The Bank guarantee must be from any Nationalized/Scheduled Bank. The vendor may furnish Bank Guarantee on stamp paper of native state provided the vendor shall furnish a certificate of Banker that the stamp duty has been paid as per prevailing rules of that state.
- (g) Unless otherwise specifically required to be retained/forfeited by the NIGAM, the Security deposit shall be refundable on request of the contractor after three months on completion of the entire work to the satisfaction of the NIGAM.



- (h) If the contractor fails or neglect to observe or perform any of his obligation under the contract, it will be lawful for the NIGAM to forfeit either in whole or in part at his absolute discretion, the Security deposit furnished by the contractor.
- (i) If the contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the NIGAM shall be entitled to make other arrangements at the risk and expenses of the contractor and the Security Deposit/Earnest money deposited by the Contractor shall stand forfeited by the NIGAM.

7. 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 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 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.

8. CONTRACT DOCUMENTS AND AGREEMENTS

The order placed under this Tender document shall be governed by the terms and conditions as incorporated in this Tender document and as given in the detailed work order. The terms and conditions as



specified in this Tender document if differ from the terms indicated in the detailed work order the later shall prevail.

The contract shall for all purposes be construed according to the Laws of India and subject to jurisdiction of Rajasthan Courts only. For the due fulfillment of the contract, the Agency shall execute the Contract in the prescribed form, in prescribed number of copies on Rajasthan State Non-judicial stamp paper bearing stamp duty as applicable. The expenses of completing and stamping the Contract shall be borne by the bidder. Such Contract shall be executed and signed by the authorized signatory of the Agency on each page thereof.

Such complete agreement form along with the contract documents together with a “Power of Attorney” in favour of the Executants shall be required to be returned to the Discom within a period of 15 days from the receipt of order duly signed on each page. One copy of the executed agreement duly signed by the Discom shall be sent to the bidder for his reference.

The contract documents shall mean and include the following:

- i. Contract agreement on Non- Judicial Stamp Papers of appropriate value.
- ii. Notice Inviting Tender.
- iii. Complete Tender document including its amendments if any.
- iv. Bid submitted by bidder.
- v. EMD/Bid Security.
- vi. Letter of Intent, its acknowledgement and its acceptance.
- vii. Detailed Work order, its annexure and its acceptance.
- viii. Addenda that may hereafter be issued by the Discom to the Agency in the form of letter and covering letters and schedule of prices as agreed between the Agency and the Discom.
- ix. Requisite Power of Attorney in favour of the authorized signatory of the Bidder on non judicial paper of Rs 500/- (duly Notarized).
- x. Vendor Warranty on Rajasthan Non Judicial Stamp Paper of Rs. 500/- (duly Notarized).



- xi. Security Deposit/ Performance Guarantees (PBG) @ 3% of contract value on non judicial stamp paper of 0.25% of BG value or maximum up to Rs. 25000 whichever is less.

9. CHANGE OF QUANTITY

The bidder shall be required to quote the tendered quantity indicated in the accompanied schedule(s) failing which the offer may be considered non-responsive, however the tendered quantity indicated in the accompanied schedule(s) only provisional and the owner reserves the right to revising the quantities of Desktop Computers from the scope as specified in the accompanying technical specifications, at the time of award of contract or during the execution of the contract. In case any change of quantities of Desktop Computers varies from the scope of work, the value of contract will be changed accordingly. The Quantity variation allowed only up to 50% of original BOQ under the same tender.

9.1. AWARD CRITERIA:

L-1 Bidder will be awarded 100% quantity.

Note: Wherever there is more than one bidder quoting the same price at any level, their ascending order would be determined on the basis drawl of lottery in presence of the bidder who wishes to be present.

9.2. ADDITIONAL ORDER:

Repeat orders for additional quantities, up to 50% of original ordered quantities, may be placed by the Nigam, on the same rates, terms and conditions given in the contract.

10. RIGHT TO VARY QUANTITY

1. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
2. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates



and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under-

- (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
- (b) 50% of the value of goods or services of the original contract

11. RULES & REGULATIONS:

The Agency will also follow the labour regulations and the directions of Government and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time. The owner reserves the right to place the order for any quantity or extend the Tender quantity.

12. 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

13. 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 Wags 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, as 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.

14. MAINTENANCE OF SYSTEM

The agency shall be fully responsible for maintenance of hardware, software, and other items that are supplied by him.

15. INSURANCE

- I. The agency at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect its interest and interest of the AVVNL against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the AVVNL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the supply of material from firm's ware house to AVVNL sites shall be of agency alone. The agency's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the agency shall be in a joint name of the AVVNL and the agency. The agency shall, however, be authorized to deal directly with Insurance Company or companies and shall be responsible in regard to maintain of all insurance covers. Further the insurance should be in freely convertible currency.
- II. The contractor shall take necessary insurance against loss, damage, theft, pilferage, fire, accident and damages during transit and delivery from stores to site for all the materials/good either belonging to him or issued to him by the NIGAM for the purpose of execution of work. The insurance shall also cover for loss, damage, accidents occasioned by the contractor in the course of operation carried out by him for the purpose of complying with his contractual



- obligations thereof. The insurance shall cover the entire cost of materials.
- III. The insurance as per this specification shall be in the joint names of the AVVNL and the agency so that the AVVNL and the agency are covered for the entire delivery period from the commencement of the contract and shall remain valid up to 30 days from the date of handing over all the material completed in all respects AVVNL.
- IV. It will be the responsibility of the agency to lodge, pursue and settle all claims (for all the equipment) with the insurance company in case of any damage, loss, or fire and the AVVNL shall be kept informed about it. The losses, if any, will have to be borne by the agency if the claims are not lodged and pursued properly in time or if the insurance company does not settle the same.
- V. The agency shall replace the lost/-damaged materials promptly irrespective of settlement of the claims by the underwriters and ensure the work progresses as per the agreed schedule(s).
- VI. The agency shall also ensure the following: -
- (a) Deductible franchise should be minimum as per insurance rules. In case of any loss to the extent of deductible franchise, the same shall be borne by the agency.
- (b) The insurance should be valid from the date of start of delivery of material and shall remain valid up to 30 days from the date of handing over all the material in all respects AVVNL.
- 16. REMEDY ON AGENCY FAILURE TO INSURANCE:** If the Agency shall fail to effect and keep in force insurance referred to in clause 15 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 Agency or recover the same as debt from the Agency.
- 17. 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.

18. MAINTENANCE OF FACILITIES AND PERSONNEL

- (i) **FACILITY:** The Agency shall maintain all requisite facilities of its own as required to carry out the work as per the specification. The agency shall also maintain communication equipments like telephone with fax, mobile phone, Internet etc. for interaction with AVVNL and others.
- (ii) **NODAL OFFICER:** To interact between the Supervisory officer and agency, The Superintending Engineer (IT) will act as a Nodal Officer. Similarly, the agency shall communicate the name of the authorized person(s) that would act as a Nodal Officer(s) from its side.

19. NOTIFICATION

AVVNL shall inform all its officers the details of agency (CLSC address, names of the contact person, their mobile number, web site of the agency etc) on its part to take best use of the agency.

- 20. AGENCY'S RIGHTS:** The Agency will be given rights to operate in the area during the Contract period for carrying out the work, which shall cease to exist on completion of the said period or on termination of the Contract.

21. CONTRACT AGREEMENT (On appropriate Non-Judicial Stamp Paper)

The Contractor / supplier and purchaser shall, as soon as possible, unless otherwise agreed upon, enter into a sealed agreement for the proper fulfillment of the contract, the expenses of completing and stamping the contract shall be borne by the contractor / supplier and shall be furnished to the purchaser free of charge in two copies



within 15 days and one copy shall be returned by the purchaser to the contractor / supplier after doing the needful. All orders / instructions to the contractor / supplier shall except as herein otherwise provided, be given by the Engineer on behalf of the purchaser.

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.

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

22. FALL BACK ARRANGEMENT

In the event of failure of the agency 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 Agency 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 agency as it may deem fit and no claim of Agency for compensation in this respect shall be entered. This provision shall be made in the agreement.

The Discom shall have the right in such circumstances to blacklist/bar/disqualify the Agency from submission of Bid to the any Discom(s) at least for one year.

23. 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.

24. 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 agency 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.

25. SETTLEMENT OF DISPUTES

In any time any question, dispute or difference what so ever which may arise between the AVVNL and the agency, 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. 3 Lac the case may be referred to the CE level settlement committee and if the disputed amount is more than Rs.3 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. 500/-
- ii) Reference fee for corporate level settlement committee - Rs. 3000/-
- iii) Reference 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. Account Officer (EA & Cash), AVVNL, Ajmer.

**26. CONDUCT OF AGENCY'S STAFF**

It is being clarified that the vendor will have to deploy its manpower who will possess highest degree of integrity and will at no time keep data / database / corporate information under their possession. While attending to the IT complaints, the vendor's personnel will not access any data.

27. LIEN

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

28. 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 prices quoted.

29. 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.

30. 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.

31. COMPLETENESS OF CONTRACT

The equipment shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally supplied with such equipment 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 equipment as required by applicable codes only as per contract, through and they may not have been included specifically in the contract.

32. INSPECTIONS AND TESTING

- I. All the Desktop Computers hardware and other system which will be supplied and installed shall undergo pre dispatch physical inspection by AVVNL officers. **Before supply of items, clearance from AVVNL is required. The agency will have to offer the materials in writing for physical inspection.**
- II. The designated officer/ representative of Discom shall on giving seven days, notice in writing to the contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject any drawing and all or any plant, or workmanship connected with such work which in his opinion are not in accordance with the contract or are in his opinion defective for any reason whatsoever.
- III. The bidder shall state in his tender the places of physical inspection.



- IV. The vendor shall intimate at least 7 days in advance through notice(s) about the readiness of material for dispatch commensurate with specific delivery schedule so as to enable the purchaser to depute his representative for inspection testing and checking of the material/equipment. For this purpose the date of receipt of the letter in the office of the purchasing authority shall be deemed as the date of call for inspection and not the date mentioned in the letter and the date of dispatch. In case, material/equipment is not found ready by the representative of the purchaser deputed for inspection to with tolerance of (-) 10% or if the inspection is not got carried out by any, the extent of the quantity indicated in the inspection call reasons on account of the supplier an amount of Rs. 5000/- only for the supplier's work located in Rajasthan and an amount of Rs. 15000/- only for the Supplier's works located outside Rajasthan will become payable by the supplier on this account to the Sr. Account Officer (EA& Cash), AVVNL, Ajmer. The supplier will deposit the amount with the Sr. Account Officer (EA & Cash), AVVNL, Ajmer immediately under intimation to this purchasing authority, failing which the subsequent call for inspection shall not be entertained.
- V. The purchaser reserve to him the right of having any inspection of special test of a reasonable nature at contracts premises or at sites in addition to those prescribed in applicable standards and the enclosed technical specification.
- VI. Unless the inspection is specifically waived no material shall be dispatched without inspection and clearance for dispatch by the purchase's representative.
- VII. The purchaser reserves the right to reject all or any part of the material being manufactured of awaiting dispatch, due to any defect or deviations from the standard specifications prescribed as observed during the Inspection. In case of any dispute/difference in this regard the decision of the Chief Engineer (IT), AVVNL, Ajmer shall be final and binding.
- VIII. The purchaser also reserves the right to get the material/equipment tested in any recognized Government Laboratory & claiming any compensation or rejecting the material/equipment, if not found in accordance with the specification. All charges consequent to such

rejection and replacement/rectification shall be borne by the supplier.

33. DISPATCH INSTRUCTION

The material ordered is to be dispatched to various offices of Ajmer Discom. The list of various offices shall be provided along with Dispatch Instruction & supplier is to be bound to provide post installation support at AVVNL, sites during the contract, where further allotment of Desktop Computers is done.

34. GOODS AND SERVICE TAX: The bidder should have a valid GSTIN number and relevant document as a proof of GSTIN number.

35. MODE OF PAYMENT

35.1. The payment shall be made on completion of contractual formalities and against receipted challans duly verified by the Superintending Engineer (IT) / Officer In-charge in association with Sr. Accounts Officer (CPC), AVVNL, Ajmer and other documents furnished directly to the Sr. Accounts Officer (CPC), AVVNL, Ajmer.

35.2. The invoices shall be correctly prepared in four (4) copies in the name of Superintending Engineer (IT), AVVNL, Ajmer and shall be submitted to Superintending Engineer (IT), AVVNL, Ajmer who will verify all the copies of invoices / challans in token of acceptance of material in good condition and as per the specification given in the purchase order. The SE (IT) will retain one copy and endorse one copy each to supplier. Remaining one copy of invoice along-with original challan / bill) will be forwarded to the Sr. Accounts Officer (CPC), AVVNL, Ajmer for arranging the payment of supplier / contractor.

35.3. The payment of material supplied shall be made by the Sr. Accounts Officer (CPC), AVVNL, Ajmer on submission of bill along-with all required documents.

For claiming 100% payment, completion of following formalities is essential:



- (i) Execution of contract
 - (ii) Inspection clearance (If applicable)
 - (iii) Dispatch instructions
 - (iv) Acceptance of PBG.
 - (v) Furnishing of manufactures' guarantee as per clause
 - (vi) Proof of insurance
 - (vii) Obtaining Supply & Installation Certificates, issued jointly by the Office Incharge and Circle AEn(IT)/JEn(IT), AVVNL.
- 35.4. Following documents shall be submitted along-with the invoice(s) / Performa invoice(s).
- (a) Goods and Service Tax certificate as per Clause.
 - (b) A certificate regarding inspection in the following Performa:-
Certified that the material/equipment covered by the Performa invoice have been inspected and cleared for dispatch by the authorized representative of the purchaser (Inspector's clearance report be enclosed). The inspections for such items have been specifically waived by the purchaser Vide letter No dated
 - (c) A telegraphic / fax/ Email intimation about the dispatch of material/ equipment shall be given to the consignee(s) and the concerned office of Ajmer Discom.
 - (d) Supply & Installation Certificates, issued jointly by the Office in charge and Circle AEn(IT)/JEn(IT), AVVNL.

36. TERMS OF PAYMENT

For Supply Part

- (I) 100% payment of supplied equipments will be made after Installation. The payment will be claimed after complete supply and Installation of items. The payment shall be released on 45th day from the date of receipt of verified invoices / challan on Accounts section. The payment shall be made after successful Installation.



- (II) A performance deposit / Guarantee equivalent to 3 % of contract value is to be remained valid for a period of 5 years + 03 months claim period from the date of commencement of contract and will be released after successful completion of support period.

37. SUSPENSIONS OF WORKS

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

38. 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

39. GUARANTEE: The Desktop Computers should be guaranteed for satisfactory operation and good workmanship at least for a period of 5 (five) years from the date of successful Installation of Desktop Computers. Successful bidder shall furnish documents related to the hardware and license certificates of the standard software an undertaking for the above.

40. FAILURE TO EXECUTE THE CONTRACT

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

41. NON- ASSIGNMENT

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

42. EFFECTING RECOVERIES

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

43. RESPONSIBILITY

The bidder is responsible for safe delivery of the materials at the destination stores. The bidder should include and provide for packing and secured protection of the materials so as to avoid damages or loss in transit before Installation or during this contract period if required at any time at the contractors cost.

44. 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/ Bid Security is liable to be forfeited.

- 45. APPEAL:** If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued there under, he may file 1st & 2nd appeal under section 38 of RTPP Act-2012 to the following appeal authorities:-

S. No.	Type of Appeal	Name & Designation of Appellate Authority
1	First Appeal	Chairman Discoms, Vidyut Bhawan, Jaipur
2	Second Appeal	Energy Department, Government of Rajasthan

The form of appeal shall be as per Rule 83 of RTPP Rules, 2013 and memorandum of appeal shall be filled as per Form-1 as prescribed under RTPP Rules, 2013.

Fee for Appeal: Subject to Rule 84 of the RTPP Rule 2013 the fee shall be as under:

a. For First Appeal: Rs. 2,500/- (Rupees Two Thousand Five Hundred Only)

b. For Second Appeal: Rs. 10,000/- (Rupees Ten Thousand Only)



It is further intimated that the fee shall be paid in the form of Demand Draft or Bankers Cheque of a Scheduled Bank payable in the name of the Sr. AO (EA & Cash), AVVNL, Ajmer.

Note: - In case anything contained in the Tender Document differs from the RTPP ACT/ RULES then interpretation & provision contained in the RTPP ACT/RULES shall be final and the bidder shall be abiding there upon.

46. LIQUIDATED DAMAGES AND PENALTY

Schedule of Completion:

The completion of various activities of the tender are required to be done as per the following schedule:

S. No.	Particular of Activity	Time Schedule Desired
1.	Commencement of supply for all Desktop Computers	Within 30 days from the date of work order.
2.	Completion of supply and installation for all Desktop Computers	Within 60 days from the date of work order.

The time and date of delivery specified shall be deemed to be the essence of the contract and supplies shall have to be completed not later than the date (s) specified. Should the contractor / supplier fail to supply the material/ equipment within the specific delivery period, the purchaser shall be entitled at his option for the following penalties:-

- i. Delay in Supply of Desktop Computers:** The recovery shall be affected at the rate of @ 1/2 % of item (unit) cost per week and part thereof subject to a maximum of 10% of delayed/unexecuted supply. If delay is more than 2 months in the commencement of supply than the work order may be cancelled. The date of scheduled completion specified in the work order shall be reckoned for the purpose of consideration of penalty.
- ii. Delay in Post Installation Support:** If complaint is not rectified within stipulated time mention in Section-III : Part-III : Clause No. V for Desktop Computers, then Rs 200/- per day will be



levied for each individual complaint. In case of fault not being rectified within 72 hours then the vendor shall arrange standby alternate machine at the site. If the vendor failed to arrange the standby alternate machine or the standby alternate machine is also defective/ not working, then penalty shall be levied from date of complaint registration. The vendor will do necessary software Installations (that have been installed on the machine) and data transfer so that the work is not affected due to the failure of machine. If vendor failed to rectify the defect/replace the Desktop Computer within 2 weeks, then the cost of Desktop Computer shall be recoverable from the available financial hold of the firm.

47. REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS

Notwithstanding anything contained in the above liquidated damages clause when the whole or part of the supplied by the supplier are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials / equipment's installed shall be rectified within 48 hours from the date of intimation/ information from the system of defect/damage either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgement. If the defects or damages are not rectified or replaced within this period, the vendor shall pay a sum towards liquidated damages as per liquidated damages clause given above, for the delay in rectification/replacement of the defects or damages. Though all offices are manned by Nigam employees/staff, the office incharge of the utility shall ensure the proper upkeep of the system at field; however, contractor shall monitor the same for operational defects.

48. COMPLETENESS OF PROPOSAL: 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 proposal 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.

49. CLIMATIC CONDITIONS: The system are for use in Ajmer Discom and should be satisfactory for operation under tropical conditions in the area of Ajmer Discom and shall be able to maintain the desired output and withstand a wide range of temperature & climatic experience in Ajmer Discom cities.

- a) The ambient temperature will be within the range of + 0 Degree Centigrade to + 55 Degree Centigrade.
- b) The altitude will be less than 500 meters.
- c) The maximum & minimum atmospheric humidity will be in the range of 95% & 10 % respectively.
- d) Average Number of thunderstorm days per annum is 65.
- e) Average Number of dust storm days per annum is 15.
- f) Average Number of rainy days per annum is 65.
- g) Average annual rainfall is 100 cm.
- h) The climatic conditions are prone to wide variation in ambient condition and equipments offered under this specification shall be suitable for installation at any of the location in Ajmer Discom.

50. COMPENSATION / PENALTY FOR NON EXECUTION / DELAY IN EXECUTION OF WORK

(A) Delay in execution of works:

In case of delay in execution of works beyond stipulated period the following recovery/action shall be made applicable:

- i. Recovery shall be affected for delay in delivery as per Clause No. 46 of Section-II : Terms and Conditions.
- ii. The adjustment in regard to the amount recoverable, if any, in terms of Clause No. 46 and 50(A) shall be made from the cash



deposits /dues of the firm or by operating the Bank Guarantees as may be available with the Nigam and/or in any other manner as may be deemed appropriate by the Nigam.

iii. GST on LD/penalty amount shall be charged extra.

(B) 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 execute 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 service 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 specified in the Act and Chapter-6 of these rules.

2. Rule 82 of RTPP Rules 2013: Breach of Code of Integrity by the Bidder:

Without prejudice to the provisions of Chapter IV of the RTPP Act 2012, in case of breach of any provision of the code of integrity by the bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46 of RTPP Act 2012.

3. Interference with procurement process:

(1) Whoever-

- a. Interferes with or influences any procurement process with the intention of securing any wrongful gain or undue advantage for any prospective bidder or bidder; or

- b. Interferes with the procurement process with the intention of causing any unfair disadvantage for any prospective bidder or bidder; or
- c. Engages in any action or lobbying, directly or indirectly, with the objective of unduly restricting fair competition; or
- d. Intentionally influences any procuring entity or nay officer or employee thereof or willfully or fraudulently makes any assertion or representation that would restrict or constrain fair competition in any procurement process; or
- e. Engages a former officer or employee of a procuring entity as an employee, director, consultant, adviser or otherwise, within a period of one year after such former officer or employee was associated with a procurement in which the employer had an interest; or
- f. Engages in any form of bid-rigging, collusive bidding or anticompetitive behavior in the procurement process; or
- g. Intentionally breaches confidentiality referred to in section 49 for any undue gain,

Shall be punished with imprisonment for a term which may extend to five years and shall also be liable to fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement, whichever is less.

(2) A bidder who-

- (a) Withdraws from the procurement process after opening of financial bids;
- (b) Withdraws from the procurement process after being declared the successful bidder;
- (c) Fails to enter into procurement contract after being declared the successful bidder;
- (d) Fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,



Shall in addition to the recourse available in the bidding documents or the contract, be punished with fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement, whichever is less.

4. Vexatious Appeals or Complaints: Whoever intentionally files any vexatious frivolous or malicious appeal or complaint under this Act, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or 5% of the value of procurement, whichever is less.

5. Debarment from bidding:

- (1) A bidder shall be debarred by the State Government if he has been convicted of an offence –
 - (a) Under the Prevention of Corruption Act , 1988 (Central Act No. 49 of 1988);
 - or
 - (b) Under the Indian Penal Code , 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing any threat to public health as part of execution of a public procurement contract.
- (2) A bidder debarred under subsection(1) as above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- (3) A bidder debarred shall be debarred by the Ajmer Discom if the bidder fails to fulfill its obligations, duties and responsibilities as per the terms & conditions of the Contract. The bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- (4) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of section 11 of RTPP Act

2012, it may debar the bidder for a period not exceeding three years.

- (5) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- (6) The State Govt. or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

6. PANEL PROVISIONS AGAINST DEFAULTER BIDDER:

As per Act 2012 clause 42(2) A bidder who-

- ❖ Withdraws from the procurement process after opening of financial bids;
- ❖ Withdraws from the procurement process after being declared the successful bidder;
- ❖ Fails to enter into procurement contract after being declared the successful bidder;
- ❖ Fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding documents or the contract, be punished with fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement, whichever is less.

SECTION-III : PART-I : Schedule Of Requirement**1. GENERAL INFORMATION AND GEOGRAPHICAL AREA UNDER SCOPE:**

The vendor has to supply and Install the Desktop Computers under this tender to various offices of Ajmer Discom. The details of Desktop Computer are to be installed are as under:-

S. No.	Name of Discom	Qty of Desktop Computers (Nos.)
1	Ajmer Discom	80
	TOTAL TENDER QUANTITY	80

Note: The bidder shall agree to supply part quantities ordered on them at the rates/prices mentioned in their bid or the counter offer accepted by the bidder.

SECTION-III : PART-II : Pre Qualification Requirements

1. INTRODUCTION

This part covers the minimum requirement w.r.t. experience, capability and other particulars of the bidder to be considered eligible for participation in the bid for proposed work. The bidder shall become eligible to bid on satisfying the following “Bid Qualifying Requirements” and on production of the required documentary evidence along with the tender.

2. BID QUALIFICATION REQUIREMENTS

The bidder must possess the following requirements. It is clarified that the offer of those bids who do not qualify the following requirements shall not be entertained and the same shall be considered as disqualified. It is also intimated that merely meeting the following requirements does not indicate that the bidders shall be shortlisted for opening of financial bid. The short listing shall be made considering all the technical parameters furnished by the bidder along with the technical offer.

S. No.	Qualifying Criteria	Supporting Documents Required
1.	<p>Company/Firm should be registered under the Companies Act 1956/2013 or a Partnership firm including limited liability partnership (L.L.P.) registered under Partnership Act 1932/2008 or a Proprietor firms or society registered under societies act.</p> <p style="text-align: center;">Or</p> <p>Registered with MSMED (for nature of work) situated in Rajasthan classified under section 7 (1) of MSME</p>	<p>Self-attested copy of-</p> <p>1) Incorporation Certificate, MOA & AOA in case of Company.</p> <p>2) Partnership deed in case of partnership firm.</p> <p>3) Undertaking on Rs. 100 NJSP with duly Notarized in case of Propertier firm.</p> <p>4) Society Registration Certificate for society registered under society act.</p> <p>5) MSME Registration Certificate for MSME's Deptt.</p>



	Development Act 2006 subject to fulfillment of qualifying requirement for turnover and work experience.	
2.	<p>The Average Turnover for last three financial years (i.e. 2018-19, 2019-20, and 2020-21) of the bidder shall be Rs. 1 Cr.</p> <p>Note:- There shall be relaxation as per rules in Minimum Turnover for MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.</p>	<ul style="list-style-type: none">• Copy of the audited statement of accounts (P&L Account & Balance Sheet) duly certified by the Chartered Accountant along with certificate stating the Turnover shall be submitted as a proof with UDIN No.• Adequate proofs as mentioned above duly certified by Chartered Accountant to be provided.
3.	Bidder shall have positive net worth as on 31 st March 2021.	Certificate issued by CA stating net worth as on 31 st March 2021 with UDIN No.
4.	<p>The bidder can be either manufacturer or authorized business partner/dealer.</p> <p>In case of authorized Business partner /dealer i.e if bidder is other than manufacturer, the bidder should be authorized by its OEM to quote all the items against the bid. And also must have prime and direct partnership for selling and support the services under this tender with the OEM.</p>	The bidder should furnish an undertaking from the OEM on the letter head of OEM and bidder that the bidder would deliver the material/Services as mentioned in the tender document.
5.	The bidder will have to submit undertaking of OEM that the supplied Desktop	Undertaking of OEM on the letter head of OEM that the supplied Desktop



	Computers are having five years comprehensive on site OEM warranty from the date of installation.	Computers are having five years comprehensive on site OEM warranty from the date of installation.
6.	The Manufacturer of the product should possess ISO 9001:2000 & ISO 14001 certificate.	Valid ISO Certificates
7.	The Bidder and OEM shall not be black listed / Debarred / Sever of Business Relationship by AVVNL / any of State Government / Central Government / Central or State Govt. undertaking / Utilities / Private Organization etc on the date of bid submission.	(i) Bidder: Self-declaration by bidder for no blacklisting on non-judicial stamp paper worth Rs. 100/- duly notarized. (Annexure-10) (ii) OEM: Self-declaration by OEM for no blacklisting on letter head of OEM. (Annexure-10)
8.	Bidder shall be required to submit power of attorney in favour of the signatory.	Power of attorney in favour of the signatory on non judicial stamp paper of Rs. 500/-. (Duly Notarized)
9.	The bidder should have a valid GST number.	GST Certificate.
10.	The OEM should have Indian telephone numbers available for technical services for Desktop Computers.	Document clearly stating OEM's Indian telephone numbers available for technical services for Desktop Computers.

NOTE:

- 1. In case of non-furnishing of requisite document along with the bid, the bid will be considered as non-responsive and bid may be summarily rejected.**
- 2. AVVNL reserves the right to waive deviations, if they do not materially affect the capability of an applicant.**

SECTION-III : PART-III : Requirements of System

TECHNICAL SPECIFICATIONS

I. SCOPE

This specification covers the purchase of Desktop Computers for various offices of Ajmer Discom.

II. SCHEDULE OF TECHNICAL SPECIFICATION

Desktop Computers shall be supplied in accordance with the following specification/ standard.

III. SCHEDULE OF REQUIREMENT

The approximate requirements of Desktop Computers are as under:-

S. No.	Item Name	Quantity (Nos.)
1.	Desktop Computer	80

Note: This requirement is tentative and the purchaser may increase / decrease the net quantity to be purchased at the time of deciding the tender (Quantity variation up to 50% allowed). The bidder shall agree to supply part quantities ordered on them at the rates / prices mentioned in their bid or the counter offer accepted by the bidder.

**IV. TECHNICAL FEATURES & SPECIFICATIONS****Desktop Computer**

S. No.	Parameters/ Features	Details
1	Processor	Intel Core i5-11400 11 th Generation or Higher (6 core with minimum 2.6 GHz frequency & 12 MB Cache or higher) / AMD Ryzen 5 Pro-5650GE or Higher (6 core with minimum 3.4 GHz frequency & 12 MB Cache or higher)
2	Chipset	Intel B600/Q600 Commercial Class Series or higher for Intel Core i5 Processor / AMD Pro 565 Commercial Class Series or higher for AMD Ryzen 5 Processor
3	Motherboard	OEM Motherboard
4	Memory	8 GB DDR4 3200 MHz RAM or higher expandable up to 64 GB with 2 DIMM Slots
5	Hard Disk Drive	512 GB NVMe SSD or higher
6	Graphics	Integrated UHD Graphics 730 or higher
7	Audio	Integrated High Definition Audio with two speakers of at least 2W built-in Monitor
8	Networking / Ethernet	Integrated 10/100/1000 Gigabit Ethernet Controller Integrated 802.11 Wi-Fi 6 b/g/n/ac & Bluetooth 4.0 or higher
9	Slots	Minimum 4 PCI/PCI Express Minimum 2 M.2 Slots for Wi-Fi & SSD
10	I/O Ports	1 RJ45 port for Gigabit Ethernet, Min. 2 USB ports in the front, Min. 4 USB ports at the back (atleast 2 USB 3.0 or higher), 1 Universal Audio Jack and 1 Mic Jack, 1 HDMI, 1 VGA
11	Form Factor	Less than or equal to 18 Litre
12	Keyboard	OEM USB Keyboard
13	Mouse	Two button USB Optical Scroll Mouse with Mouse pad



14	Operating System	Preloaded Genuine Microsoft Windows 10 Pro 64-bit or higher with preloaded OEM recovery partition and its media
15	Monitor	49.53 cm (19.5 inch) or higher, LED Digital Color Monitor, 1600x900 or higher resolution with HDMI and VGA connectivity, TCO' 7.0 or higher certified monitor
16	Patch Cord	Bundled 5 feet patch cord
17	DVD Writer	Optical Drive DVD Writer SATA 8X or Higher
18	UPS	600 VA with minimum 15-20 minutes backup time
19	Diagnostic Tool	BIOS Diagnostics
20	Security	TPM 2.0
21	Anti Virus	Total Security (Latest version) of MacAfee/Norton/Kaspersky/Quick Heal with Media & 5 Year Subscription (OEM Support, Updates, Patches)
22	Support	Drivers should be available for download from OEM site for at least 5 years from the date of purchase order
23	Warranty	5 Years comprehensive on-site OEM Warranty from the date of installation
24	Certification	EPEAT, ENERGY STAR 6.0 compliant, RoHS-compliant, Windows Certification, ISO 9001, 14001, 27001, 20001, OHSAS Certification

V. Warranty and Post Installation Support

All the supplied Desktop Computers (as per point I above) are to have comprehensive onsite warranty (inclusive of parts and labour) for 5 years. The Manufacturer/Authorized Dealer/Business Partner is also responsible for repair/replacement of Desktop Computers if required during the warranty period of 5 years.



Post Installation support as per the given service levels:

S. No.	Item	Service Level
1.	Desktop Computer	<p>To be attended within 72 hours. The defect to be removed within 72 hours</p> <ul style="list-style-type: none">• In case the problem remains unresolved for more than 72 hours then the Desktop Computer will have to be replaced with a standby Desktop Computer and all necessary software (all the software that were Installed) will be Installed by the vendor.• If the defect is not resolved within 2 weeks, then the vendor will have to supply new Desktop Computer.• If vendor failed to rectify the defect/replace the Desktop Computer within 2 weeks, then the cost of Desktop Computer shall be recoverable from the available financial hold of the firm.

The vendor will have to provide a central help desk Telephone / Mobile Number / E-mail ID to register the complaints of the users.

VI. Schedule of Completion

The completion of various activities of the tender are required to be done as per the following schedule:

S. No.	Particular of Activity	Time Schedule Desired
1.	Commencement of supply for all Desktop Computers	Within 30 days from the date of work order.
2.	Completion of supply and installation for all Desktop Computers	Within 60 days from the date of work order.



SECTION-IV : PART-A : TECHNICAL OFFER & GENERAL DETAILS

Part-A of the proposal shall have the following:

1. Cover letter (To be submitted on the letter Head of the bidder)
2. Annexures 1 to 14
3. Schedules 1 to 7
4. Bill of Material along with the make and specification
5. Manufacturer's Authorization Form (MAF)
6. Details of mandatory certificate & proof thereof

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

To be submitted complete with all enclosures.

The Superintending Engineer [IT]

Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar, Ajmer-305007

Sub: Submission of Bid for the work of **“Supply and install Desktop Computers with post installation support at various offices of Ajmer Discom”** against Tender No. TN-IT-54.

Dear Sir,

We have procured tender specification TN-IT-54 to supply and install Desktop Computers with post installation support at various offices of Ajmer Discom.

We agree to supply and Install the items as per the schedule given in the tender specifications.

We also agree that:

1. The prices as mentioned in “Financial offer” are firm in all respect
2. The prices quoted are valid for a period of 180 days from the date of opening of “Techno-Commercial bids” or 120 days from the date of opening of “Price Bids” whichever is later
3. The quoted / agreed prices are inclusive of the following charges:
Enclose details of taxes included in the prices.
4. We also understand that the quantities mentioned in the price schedule shall be meant for bid evaluation, however payment shall be made us on the basis of actual number of items supplied / service delivered.
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.

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 : General profile of the bidder
2. Annexure-2 : Organizational Capabilities
3. Annexure-3 : Financial Details
4. Annexure-4 : Experience Summary
5. Annexure-5 : Proposed System
6. Annexure-6 : Vendor Warranty
7. Annexure-7 : Performance Bank Guarantee Format

8. Annexure-8 : Draft Agreement
9. Annexure-9 : Format of affidavit for MSME situated in Rajasthan
10. Annexure-10 : Format of Self Declaration – No Blacklisting.
11. Annexure-11 : Qualification Requirement
12. Annexure-12 : Performa for Bank Guarantee (Bid Security)
13. Annexure-13 : Bidder's Authorization Certificate
14. Annexure-14 : Undertaking for Various Information Furnished
15. Schedule-1 : Schedule of deviations
16. Schedule-2 : Confirmation of "No deviation" in commercial terms and conditions of this tender
17. Schedule-3 : Confirmation of "No deviation" in technical terms and conditions of this tender
18. Schedule-4 : Supporting documents to substantiate meeting of QR
19. Schedule-5 : Experience Summary
20. Schedule-6 : Schedule of Completion
21. Schedule-7 : Check List
22. Manufacturer Authorization Form (MAF) on the letter head of OEM
23. Proof of mandatory certification for Desktop Computers.

Thanking you,

Yours faithfully,

Designation_____

Date:

Place:

Annexure-1 : General Profile of the bidder

(To be furnished on Bidder's Letter head)

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

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

**Annexure-2 : Organizational Capabilities**

(To be furnished on Bidder's Letter head)

Particulars	Responses
Total number of permanent employees in the firm	
The bidder has more than 5 permanent employees with skill on facilities management on the payroll of the firm for at least 1 year in past 36 months.	Your response in Yes or No
Field organization and resources to be deployed for the proposed job	
Qualification and experience of personnel at different levels to be deployed for the proposed job	
Details of the consultants if employed for the proposed job	

**Annexure-3 : Financial Details**

(To be furnished on Bidder's Letter head)

S. No.	Turnover	Response	Net worth	Response
1.	Turnover FY 2018-19 in INR		Net worth FY 2018-19 in INR	
2.	Turnover FY 2019-20 in INR		Net worth FY 2019-20 in INR	
3.	Turnover FY 2020-21 in INR		Net worth FY 2020-21 in INR	
4.	Total Turnover 2018 to 2021 in INR		Total Net worth 2018 to 2021 in INR	

Enclose audited financial statements of the aforementioned FYs

Kindly refer to turnover & Net worth (as mentioned in Section-III : Part-II : Pre Qualification Requirements).

**Annexure-4 : Experience Summary**

(To be furnished on Bidder's Letter head)

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

**Annexure-5 : Details of quoted system(s)**

(To be furnished on Bidder's Letterhead)

S. No	Particulars	Brand Name / Product Name	Product Number / Specification Number	Compliances of Mandatory Certification
	1	2	3	4
1.	Desktop Computer			YES/NO

Note: The bidder is required to furnish single brand / product no. in column no. 2 & 3. In case of alternatives furnished by the bidder AVVNL reserves the right to select any brand / product no. from the alternatives given by the bidder on the quoted rates.



Annexure-6 : Vendor Warranty

(Warrantee to be furnished on non-judicial stamp paper worth Rs 500/- of Govt. of Rajasthan duly notarized)

To,

The Superintending Engineer (IT),
Ajmer Vidyut Vitran Nigam Limited,
IT Cell, Naka Madar, Ajmer-305007

Dear Sir,

THIS DEED OF GUARANTEE is made this day _____ of _____ of the year ____ **Between the SUPERINTENDING ENGINEER (IT), Ajmer Vidyut Vitran Nigam Limited (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the one part and _____ hereinafter called "The Supplier" (which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the other part.**

WHEREAS M/s _____ (hereinafter called the supplier) agreed to supply & install ----- (Name of line) to the Superintending Engineer, Ajmer Vidyut Vitran Nigam Ltd., against Work Order No. _____ dated _____ (hereinafter referred to as the contract).

AND WHEREAS as per the terms of the contract it was provided that the supplier should furnish a Warrantee for supplying any material free of cost that may be required due to defects arising from faulty materials, design and workmanship, so as to make it meet the guarantees and requirements of the contract.

AND WHEREAS at the request of the Superintending Engineer (IT) AVVNL, Ajmer, the supplier M/s _____ has agreed to execute these presents.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

1. The Contractor hereby guarantees to the **SUPERINTENDING ENGINEER (IT)**, AVVNL, Ajmer, the fulfillment by the contractor of the various obligations imposed on him under the aforesaid contract including the obligations of the supplier to supply materials of the good quality, design and workmanship and the Supplier further guarantees to the Ajmer Vidyut Vitran Nigam Ltd. that they (M/s _____) shall substitute and supply any material free of cost that may be required due to defects arising from faulty material design and workmanship and the Contractor undertakes to indemnify and keep the **SUPERINTENDING ENGINEER (IT)**,

AVVNL, Ajmer. indemnified to the extent of full value of contract (Rs. _____) (in words Rupees _____) against any loss or damage that may be caused to or suffered by the Ajmer Vidyut Vitran Nigam Ltd. by reason of any failure by the supplier to supply materials of good quality, design and workmanship as aforesaid.

The decision of **SUPERINTENDING ENGINEER (IT)**, AVVNL, Ajmer as to whether the supplier (M/s _____) have failed or neglected to perform or discharge their duties and obligations as aforesaid shall be final and binding on the Supplier.

2. The Warrantee herein contained shall remain in full force and effect during the period that would be taken in the performance of the said contract and it shall continue to be valid till all the obligations to the Ajmer Vidyut Vitran Nigam Ltd. under or by force of the contract have been fully and properly discharged by the said supplier, subject however, to the conditions that the Ajmer Vidyut Vitran Nigam Ltd. will have no right under this Warrantee after **36 months** from the date of commissioning/taking over of the line provided further that if any claim arises by virtue of this Warrantee before the aforesaid date, the same shall be enforceable against the supplier not with standing the fact that the same is enforced after the aforesaid date.
3. The Warrantee herein contained shall not be affected by any change in the constitution of the Contractors (suppliers).
4. The Supplier further undertake not to revoke, this Warrantee during its currency except with the previous consent of the **SUPERINTENDING ENGINEER (IT)**, AVVNL, Ajmer, in writing.
5. All disputes arising under the said Warrantee, between the Contractor (supplier) and the Ajmer Vidyut Vitran Nigam Ltd. shall be subject to the jurisdiction of Courts, only at Ajmer in Rajasthan alone.

IN WITNESS WHEREOF THE CONTRACTOR HAS executed these presents the day and year written above.

Yours faithfully,
(EXECUTANT)

Signed by the above named Contractor in presence of:-

(Signature with full Name and Address)

Witness:-

- 1.
- 2.

(Attested by Notary Public or First Class Magistrate or directly confirmed by the executing Contractor)

Annexure-7: Performance Bank Guarantee Format

PERFORMANCE BANK GUARANTEE

(On non-judicial stamp paper of appropriate value of Govt. of Rajasthan)

To,

The Superintending Engineer (IT),
Ajmer Vidyut Vitran Nigam Limited,
IT Cell, Naka Madar, Ajmer-305007

Dear Sir,

THIS DEED OF GUARANTEE is made this day _____ of _____ of the year _____ between the **SUPERINTENDING ENGINEER (IT)**, Ajmer Vidyut Vitran Nigam Ltd. (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the one part and the _____, having its head office at _____ hereinafter called "The Bank" (which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the other part.

WHEREAS MESSERS _____ (hereinafter called contractor) agreed for supply & install with post installation support ----- to the **SUPERINTENDING ENGINEER (IT)**, Ajmer Vidyut Vitran Nigam Ltd. against Work order No. _____ dated ____ (hereinafter referred to as the contract).

AND WHEREAS as per the terms of the contract it was provided that the contractor should furnish a Bank Guarantee _____% of the total contract value by way of security for supplying & installing any material free of cost that may be required due to defect arising from faulty materials, design and workmanship, so as to make it meet the guarantee and requirements of the contract.

AND WHEREAS at the request of the contractor the Bank has agreed to execute these present.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

1. The Bank hereby guarantees to the **SUPERINTENDING ENGINEER (IT)**, AJMER VIDYUT VITRAN NIGAM LIMITED, the fulfillment by the contractor of the various obligations imposed on them under the aforesaid contract including the obligations of the contractor to supply material and of good quality and workmanship and the bank further guarantees to the AJMER



VIDYUT VITRAN NIGAM LTD. that the contractor shall substitute and supply any material free of cost, that may be required due to defects arising from faulty material design and workmanship and the Bank undertakes to indemnify and keep the **SUPERINTENDING ENGINEER (IT)**, AJMER VIDYUT VITRAN NIGAM LTD. indemnified to the extent of Rs. _____ (in words Rupees _____) against any loss or damage that may be caused to or suffered by the AJMER VIDYUT VITRAN NIGAM LTD. by reason of any failure by the contractor to timely supply material of good quality and workmanship as aforesaid and further undertake to pay to the **SUPERINTENDING ENGINEER (IT)**, AJMER VIDYUT VITRAN NIGAM LTD. on demand a sum not exceeding Rs. _____ (Rupees _____) in the event of the contractor failing or neglecting to perform and discharge the aforesaid duties and obligations on their part to be observed and performed under the said contract.

The decision of the **SUPERINTENDING ENGINEER (IT)**, AJMER VIDYUT VITRAN NIGAM LTD. as to whether the contractor has failed or neglected to perform or discharge their duties and obligations as aforesaid and as to the amount payable to the **SUPERINTENDING ENGINEER (IT)**, AJMER VIDYUT VITRAN NIGAM LTD. by the Bank herein shall be final and binding on the Bank.

2. The guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the obligations to the AJMER VIDYUT VITRAN NIGAM LTD. under or by force of the contract have been fully and properly discharged by the said contractor, subject however, to the conditions that the AJMER VIDYUT VITRAN NIGAM LTD. will have no right under this guarantee after 36 Months + 3 Months grace period from the date of completion / commissioning / taking over of the line, provided further that if any, claim arises by virtue of this guarantee before the aforesaid date, the same shall be enforceable against this bank notwithstanding the fact that the same is enforced after the aforesaid date.
3. The guarantee herein contained shall not be affected by any change in the constitution of the contractor or Bank.
4. The **SUPERINTENDING ENGINEER (IT)**, AJMER VIDYUT VITRAN NIGAM LTD. shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by the NIGAM against contractor and either to enforce or forebear from enforcing any of terms and conditions of the said contract and the Bank shall not be released from its liability under this guarantee and exercise of the AJMER VIDYUT VITRAN NIGAM LTD. of the liberty with reference to

the matter aforesaid or by the reasons time being given to the contractor or any other forbearance, act or omission on the part of the AJMER VIDYUT VITRAN NIGAM LTD. to the contractor or by any other matter or thing whatsoever which under the law relating to the sureties shall but for this provision have the effect of so releasing the bank from such liability.

5. The decision of the **SUPERINTENDING ENGINEER(IT)**, or any other officer exercising the powers of **SUPERINTENDING ENGINEER(IT)**, AJMER VIDYUT VITRAN NIGAM Ltd. shall be the final.
6. The Bank further undertake not to revoke the guarantee during its currency except with the previous consent of the, **SUPERINTENDING ENGINEER(IT)**, AJMER VIDYUT VITRAN NIGAM Ltd. in writing.
7. All disputes arising under the said guarantee, between the Bank and the Nigam or between the contractor and the Nigam pertaining to the guarantee, shall be subject to the jurisdiction of Courts, only at AJMER in Rajasthan alone.
8. Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. _____ (Rupees _____ and the guarantee shall remain in force up to _____(expiry date) unless demand or claim in writing is presented on the Bank within _____(claim date) three months from that date, the Bank shall be released and discharged from all liabilities there under. However the validity of the bank guarantee shall be extended as and when required by the Nigam.
9. IN WITNESS WHEREOF THE BANK HAS executed these presents the day and year written above.

Yours faithfully,

Bankers (Executants)

Signed by the above named Bank in presence (Name and Address)

Witness 1.

Witness 2.

Attested by Notary Public or First Class Magistrate or directly confirmed by the executing bank.

Annexure-8 : Draft Agreement

Agreement

(On non-judicial stamp paper worth Rs..... of Govt. of Rajasthan duly notarized)

This indenture made at.....on.....this..... day of the month of Of the year..... between the Managing Director, Ajmer Vidyut Vitran Nigam Ltd. (hereinafter referred to as the Purchaser) which expression unless the context does not permit includes his successors and assigns) of the one part and assigns) of the one part and

(1) To be used in case of Limited Companies

Messrs.....a Private/Public Limited Company incorporated..... under the..... Companies act and having its Registered office at..... (hereinafter referred to as Contractors/Suppliers which expression unless the context does not permit include their successors and permitted assigns).

(2) To be used in case of Partnership concerns.

Messrs..... a Partnership Firm consisting of the following Partners namely.

(Name)	(Age)	(Residence)	(Occupation)
1. _____			
2. _____			
3. _____			
4. _____			

(Hereinafter referred to as Contractors/Suppliers which expression unless the context does not permit includes their respective heirs, executors, administrator, legal representatives, permitted assigns) of the second part, witness as follows:-

(1) The contractor does, by these presents agree to supply and install..... to the purchaser and the purchaser does agree to purchase from the suppliers the material specified in the work order No.....dated..... and amendment letter

no..... dated..... appended and on the terms & conditions contained in the said order and amendment letter. The general terms appended hereto are considered a part of the agreement.

- (2) The contractor have deposited Rs.....(In words Rs..... .only.)
- (a) In cash or
- (b) by furnishing a Demand Draft No..... dated.....drawn in favour of.....or
- (c) by furnishing a Bank Guarantee amounting to Rs..... towards performance obligation of the contract agreement by the contractor.
- (3) The contractor is also bound to fulfill all the conditions mentioned in the above work order.
- (4) The work to be executed under this agreement shall be as per terms and conditions mentioned in the above work order.
- (5) In case of dispute as to whether any materials supplied are or are not in accordance with specifications set forth in the schedule, the decision of the Superintending Engineer (IT), AVVNL Ajmer shall be final and binding on both the parties.
- (6) The delivery& installation shall be effected and completed as per clause No..... of the Work order from the date of this work order and amendment letter No..... dtd.
- (7) Payment of the work executed under this agreement shall be as under:
- (a) As per clause No..... of the work order and amendment letter No..... dated..... To the work order.
- (8) If any sum remains due or becomes recoverable from the suppliers/contractor on account of the non-fulfilment of this agreement or on account of any other reason, the suppliers/contractor shall pay the same immediately on demand, the purchaser shall be entitled to recover the same from the suppliers/contractors as arrears of Land Revenue.
- (9) In witness of the due execution of this agreement the parties have hereunder set their hands the day and the year first above written. Signed and delivered by

In case of Limited/Partnership

shri..... (1) Signature.....

Companies & Firms Designation..... (2)
Signature.....

For and on behalf of (1)
Signature.....

In presence of witnesses..... (2)
Signature.....

Signed and delivered by

In case of individuals Shri..... (1)
Signature.....

In the presence witness:

(1) Shri..... Designation..... (1)
signature.....

(2) Shri..... Designation..... (2)
signature.....

Signed and delivered by the..... AVVNL.

By order and on behalf of the Managing Director of the Ajmer Vidyut Vitran Nigam Ltd.

(Seal to be affixed)

Annexure-9 : Format of affidavit for MSME situated in Rajasthan

(To be furnished on Bidder's Letterhead)

I.....S/o.....Aged.....Yrs.....
Residing at Proprietor/Partner/Director of
M/s.....do hereby solemnly affirm and declare that:

(a) My/Our above noted enterprise M/s..... has been issued acknowledgement of Entrepreneurial Memorandum Part-II by the District Industries Center..... The acknowledgement No. is..... Dated and has been issued for manufactures of following items:

Name of item Production Capacity (Yearly)

(i)

(ii)

(iii)

(iv)

(V)

(b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part-II

Has not been cancelled or withdrawn by the industries Department and that the enterprise regularly manufacturing the above items.

(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacturing the above noted items.

Place_____

Signature of

Proprietor/Director Authorized
Signatory

With Rubber Stamp and Date

Annexure-10 : FORMAT OF SELF DECLARATION - NO BLACKLISTING

(To be furnished on bidder's letterhead on Non Judicial Stamp Paper of
Rs 100 /-)

To,
The Superintending Engineer (IT),
Ajmer Vidyut Vitran Nigam Limited,
IT Cell, Naka Madar
Ajmer-305007

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; 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;
- b. 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.
- c. does not have any previous transgressions with any entity in India or any other country during the last three years, does not blacklisted / Debarred / Sever of Business Relationship by AVVNL / any of State Government / Central Government / Central or State Govt. undertaking / Utilities / Private Organization etc on the date of bid submission for fraudulent and corrupt practices, 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;
- d. 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;
- e. Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.

-
- f. Will comply with the code of integrity as specified in the bidding document.
 - g. If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled

Thanking You,

Signature.....

In the capacity of.....

Duly authorised to sign Proposal for and on behalf
Of.....

Seal of the Organization: -

Date.....

Place.....

**Annexure-11 : Qualification Requirement**

(To be furnished on bidder's letterhead)

The Bidder must possess following credentials prescribed as Pre-Qualification Criteria. If any bidder fails to fulfill the Qualification Requirement (QR), his bid will be treated as non-responsive and no further correspondence/clarification will be taken into consideration for the same.

S. No.	Qualifying Criteria	Supporting Documents Required	Document Submitted (Yes/No) with Page No.
1.	Company/Firm should be registered under the Companies Act 1956/2013 or a Partnership firm including limited liability partnership (L.L.P.) registered under Partnership Act 1932/2008 or a Proprietor firms or society registered under societies act. Or Registered with MSMED (for nature of work) situated in Rajasthan classified under section 7 (1) of MSME Development Act 2006 subject to fulfillment of qualifying requirement for turnover and work experience.	Self-attested copy of- 1) Incorporation Certificate, MOA & AOA in case of Company. 2) Partnership deed in case of partnership firm. 3) Undertaking on Rs. 100 NJSP with duly Notarized in case of Propertier firm. 4) Society Registration Certificate for society registered under society act. 5) MSME Registration Certificate for MSME's Deptt.	
2.	The Average Turnover for last three financial years (i.e. 2018-19, 2019-20, and 2020-21) of the bidder shall be Rs. 1 Cr. Note:- There shall be relaxation as per rules in	• Copy of the audited statement of accounts (P&L Account & Balance Sheet) duly certified by the Chartered Accountant along with certificate stating the Turnover	•



	Minimum Turnover for MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.	shall be submitted as a proof with UDIN No. <ul style="list-style-type: none">• Adequate proofs as mentioned above duly certified by Chartered Accountant to be provided.	
3.	Bidder shall have positive net worth as on 31 st March 2021.	Certificate issued by CA stating net worth as on 31 st March 2021 with UDIN No.	
4.	The bidder can be either manufacturer or authorized business partner/dealer. In case of authorized Business partner /dealer i.e if bidder is other than manufacturer, the bidder should be authorized by its OEM to quote all the items against the bid. And also must have prime and direct partnership for selling and support the services under this tender with the OEM.	The bidder should furnish an undertaking from the OEM on the letter head of OEM and bidder that the bidder would deliver the material/Services as mentioned in the tender document.	
5.	The bidder will have to submit undertaking of OEM that the supplied Desktop Computers are having five years comprehensive on site OEM warranty from the date of installation.	Undertaking of OEM on the letter head of OEM that the supplied Desktop Computers are having five years comprehensive on site OEM warranty from the date of installation.	
6.	The Manufacturer of the product should possess ISO 9001:2000 & ISO 14001 certificate.	Valid ISO Certificates	
7.	The Bidder and OEM shall not be black listed /	(i) Bidder: Self-declaration by bidder for	



	Debarred /Sever of Business Relationship by AVVNL/ any of State government/ central government central or state Govt. undertaking/ Utilities/ private organization etc on the date bid submission.	no blacklisting on non-judicial stamp paper worth Rs. 100/- duly notarized. (Annexure-10) (ii) OEM: Self-declaration by OEM for no blacklisting on letter head of OEM. (Annexure-10)	
8.	Bidder shall be required to submit power of attorney in favour of the signatory.	Power of attorney in favour of the signatory on non judicial stamp paper of Rs. 500/-. (Duly Notarized)	
9.	The bidder should have a valid GST number.	GST Certificate.	
10.	The OEM should have Indian telephone numbers available for technical services for Desktop Computers.	Document clearly stating OEM's Indian telephone numbers available for technical services for Desktop Computers.	

NOTE:

- 1. In case of non-furnishing of requisite document along with the bid, the bid will be considered as non-responsive and bid may be summarily rejected.**
- 2. AVVNL reserves the right to waive deviations, if they do not materially affect the capability of an applicant.**

**Annexure-12 : Performa for Bank Guarantee
(Bid Security)**

(On NJS of Rajasthan state worth 0.25 % of BG value or Max. Rs. 25000.00)

Ref : Bank Guarantee No. Dated:

THE SUPERINTENDING ENGINEER (IT),
AJMER VIDYUT VITRAN NIGAM LTD.,
IT Cell, Opp. 220 KV GSS, Naka Madar,
Ajmer- 305007.

1. Whereas[name of the Bidder] (hereinafter called “the Bidder”) has submitted its bid dated[date of submission of bid] for the construction of..... [name of contract] (herein after called “the Bid”).

2. KNOW ALL PEOPLE by these presents that we..... [name of bank] of[name of country], having our registered office at..... [Address of bank] (hereinafter called “the Bank”), are bound unto..... [name of Purchaser] (hereinafter called “the Purchaser”) in the sum of Rs. *_____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ___ day of _____2022__.

3. THE CONDITIONS of this obligation are:

I. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form; or

II. If the bidder refuses to accept the correction of error in his Bid; or

III. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:

a) fails or refuses to execute the Contract agreement, if required; or

b) fails or refuses to furnish the performance security, in accordance with the General Conditions of Contract.

4. we undertake and authorize our branch situated at AJMER (Rajasthan) address: _____to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.

-
5. The decision of the SUPERINTENDING ENGINEER (IT), AJMER VIDYUT VITRAN NIGAM LIMITED, AJMER shall be final whether breach has been committed on the right to demand the amount of guarantee from us which has accrued to the purchaser.
6. This guarantee shall not cease or determine, if the purchaser grants time or indulgence or vary the terms of the contract with the contractor or without our consent or knowledge.
7. The guarantee shall not be affected by any change in the constitution of the contractor.
8. We, _____ further undertake not to evoke this guarantee during its currency except with the previous consent of the SUPERINTENDING ENGINEER (IT), AJMER VIDYUT VITRAN NIGAM LIMITED, AJMER.
9. All disputes arising under the said guarantee between the Bank and the Nigam or between the Contractor and the Nigam pertaining to the guarantee, shall be subject to the jurisdiction of Courts in Ajmer, Rajasthan alone.
10. This guarantee will remain in force up to the bid validity period initially plus 30- days grace period and further extendable till finalization of bid.

Yours faithfully,

Bankers (EXECUTANT)

Witness: -1.

Witness: -2.

Note: The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of bid.

ANNEXURE-13 : BIDDERS'S AUTHORIZATION CERTIFICATE

(To be furnished on Bidder's Letterhead.)

To,

The Superintending Engineer (IT)
Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar
Ajmer-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 are 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 and valid power of attorney in favour of person signing this authorizing letter (To be stamped Non-Judicial Stamp Paper of Rs. 500/- duly notarized in name of the Bidding Entity).

ANNEXURE-14 : UNDERTAKING FOR VARIOUS INFORMATION FURNISHED

(To be furnished on bidder's Letter head on Non Judicial Stamp Paper of Rs 100 /-)

Bidder's Name & Address:

To

The Superintending Engineer (IT)
Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar,
Ajmer-305007

Dear Sir,

Sub: Undertaking for various information against TN-IT-54.

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

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

Schedule-1 : Schedule of deviations

(To be furnished on bidder's letterhead)

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

(To be furnished on bidder's letterhead)

Commercial Terms & Conditions

Bidder's Name & Address: To

The Superintending Engineer (IT)
Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar,
Ajmer -305007

Dear Sirs,

Sub: Confirmation for "No Deviation" in Commercial terms & conditions of package No. AVVNL/SE/IT/TN-IT-54.

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

(To be furnished on bidder's letterhead)

Technical Terms & Conditions

Bidder's Name & Address: To

The Superintending Engineer (IT)
Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar,
Ajmer- 305007

Dear Sirs,

Sub: Confirmation for "No Deviation" in Technical terms& conditions of package No. AVVNL/SE/IT/TN-IT-54.

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

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

Date :

Place :

(Signature).....

(Name).....

(Designation).....

(Common Seal).....

Schedule-4 : Supporting documents to substantiate meeting of QR

(To be furnished on bidder's letterhead)

Bidder's Name & Address: To

The Superintending Engineer (IT)
Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar
Ajmer- 305007

Dear Sirs,

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

- 1.
- 2.
- 3.

Note: Furnishing of certificate of a registered Chartered Accountant (With UDIN Number) certifying fulfillment of specified qualification requirements is essential.

Date :

Place :

(Signature).....

(Name).....

(Designation).....

(CommonSeal).....

Schedule-5 : Experience Summary

(To be furnished on bidder's letterhead)

Bidder's Name & Address: _____ To _____

The Superintending Engineer (IT)
Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar
Ajmer- 305007

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.

Date :

Place :

(Signature).....

(Name).....

(Designation).....

(Common Seal).....

**Schedule-6 : Schedule of Completion**

(To be furnished on bidder's letterhead)

S. No	Particular of activity	Time schedule desired	Time Schedule quoted
1	Commencement of supply for all items	Within 30 days from the date of work order	
2.	Completion of supply and installation for all items	Within 60 days from the date of work order	

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

**Schedule-7 : Check list**

(To be furnished on bidder's letterhead)

S. No.	PQR	Yes /No	Page No.
1.	Is the cover letter attached with the bid proposal		
2.	Is the Technical Offer as per SECTION-III : Part -III of Specification		
3.	Is Undertaking that bidder & OEM have not been blacklisted from the Government of Rajasthan or Rajasthan Discoms		
4.	Is Specification of items to be supplied as per Technical Specification attached.		
5.	Is Annexure-1 completed and enclosed with the bid proposal		
6.	Is Annexure-2 completed and enclosed with the bid proposal		
7.	Is Annexure-3 completed and enclosed with the bid proposal		
8.	Is Annexure-4 completed and enclosed with the bid proposal		
9.	Is Annexure-5 completed and enclosed with the bid proposal		
10.	Is Annexure-6 completed and enclosed with the bid proposal		
11.	Is Annexure-7 completed and enclosed with the bid proposal		
12.	Is Annexure-8 completed and enclosed with the bid proposal		
13.	Is Annexure-9 completed and enclosed with the bid proposal		
14.	Is Annexure-10 completed and enclosed with the bid proposal		
15.	Is Annexure-11 completed and enclosed with the bid proposal		
16.	Is Annexure-12 completed and enclosed with the bid proposal		
17.	Is Annexure-13 completed and enclosed with the bid proposal		
18.	Is Annexure-14 completed and enclosed with the bid proposal		
19.	Is Schedule-1 completed and enclosed with the bid proposal		
20.	Is Schedule-2 completed and enclosed with the bid proposal		
21.	Is Schedule-3 completed and enclosed with the bid proposal		
22.	Is Schedule-4 completed and enclosed with the bid proposal		
23.	Is Schedule-5 completed and enclosed with the bid proposal		
24.	Is Schedule-6 completed and enclosed with the bid proposal		
25.	Is Schedule-7 completed and enclosed with the bid proposal		
26.	Is Manufacturer Authorization letter filled and attached with the bid proposal		
27.	Has the bidder submitted EMD/Bid security, Tender Document Fee Rs 2950/- (DD in favor of Sr. A.O (EA & Cash), AVVNL, Ajmer) & Tender Processing Fee Rs. 1180/- in favour of MD, RISL payable at Jaipur. Has the MSME submitted applicable EMD/Bid Security, Tender Document Cost & Tender Processing Fee.		
28.	Has the bidder provided Power of Attorney for Authorized Signatory		

	to sign the tender documents digitally.		
29.	Are all the pages of the proposal signed by an authorized representative of the bidder's firm		
30.	Does the bid contains the name, address and place of business of the person or persons making the bid and is the bid signed and uploaded by the bidder by his DSC.		
31.	Is the bidder's name stated on the proposal same as that of the legal name of the firm		
32.	Has the bidder stated in his tender the places of manufacture testing and inspection of various equipments offered by the bidder		

(Signature).....

Date :

Place :

(Name).....

(Designation

(Common Seal).....

SECTION-IV : PART-B : Financial Offer : Guiding Note

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

- i) The format in Excel file is to be used to quote the price. No other format shall be used.
- ii) The price bid in the other formats may be rejected.
- iii) No cover letter is required to be enclosed with the price bid.
- iv) The total quoted price (Firm) should be inclusive of all taxes as per the prevailing taxes with the details of applicable taxes. In case of any variation in taxes or introduction of new taxes and duties/ statutory variations, the same will be in AVVNL account.
- v) The quoted prices are firm in all respect and include the expenditure towards warranty for five years.
- vi) Each page of financial bid is to be signed.
- vii) The brand and product specification are essentially required to be furnished by the bidder else offer will not be considered.
- viii) In the event the enclosures, as requested, in the financial bid are not submitted by the bidder then the bid will be considered as non responsive.
- ix) The details of applicable GST(%) is to be furnished by the bidder with technical bid.

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

Please do not fill the prices here.

S. No.	Item Description	BASIC RATE (PER ITEM) (With out Taxes) In Figures To be entered by the Bidder in Rs. P	GST Amount (PER ITEM) in INR Rs. P	TOTAL AMOUNT With Taxes (PER ITEM) col (5) = sum (3) to (4) in Rs. P	TOTAL AMOUNT (PER ITEM) In Words
1	2	3	4	5	6
1	Supply and Install Desktop Computers with post installation support at various offices of Ajmer Discom				
1.01	Supply and Install Desktop Computers with post installation support at various offices of Ajmer Discom				
Total in Figures					
Quoted Rate in Words					

CLARIFICATION REGARDING BID PRICE SCHEDULE

- The bidder will furnish the break-up of the quoted price (Firm) indicating rate and details of GST clearly, as per the prevailing rate on the bid date in compliance document of financial offer. Any statutory variation and imposing new tax by government subsequently during the currency of contract shall be on AVVNL account.