



**JAIPUR VIDYUT VITRAN
NIGAM LTD.**

Request for Proposal
“For SUPPLY AND INSTALL
DESKTOP COMPUTERS WITH
POST INSTALLATION
SUPPORT AT VARIOUS
OFFICES OF JAIPUR
DISCOM” against TN-86

Purchaser:



Jaipur Vidyut Vitran Nigam Ltd (JVVNL), Jaipur

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

NOTICE INVITING TENDER

Notice Inviting Tender

Reference No: TN 86

JVVNL invites Technical & Financial e-Bids for “**For SUPPLY AND INSTALL DESKTOP COMPUTERS WITH POST INSTALLATION SUPPORT AT VARIOUS OFFICES OF JAIPUR DISCOM**” from the firms meeting minimum eligibility criteria as specified in the bid document.

Mode of Bid Submission	Online through e-Procurement/e-Tendering system at http://eproc.rajasthan.gov.in
Tendering Authority	Superintending Engineer (IT) Jaipur Vidyut Vitran Nigam Ltd. Old Power House, Banipark, Jaipur-302006.
Estimated cost of Project (Approx.)	Rs. 23.50 Lacs
Contact Persons	A.K. Tyagi, SE (IT) E-mail - seit@jvvnl.org Office: 0141-2200972
Submission of Banker's Cheque/ Demand Draft for Tender Document Fee (including GST@ 18%) with AO (IT&RE) in favour of AO(IT&RE), JVVNL, Jaipur (non-refundable), payable at Jaipur, Rajasthan	Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty Only) OR Rupees 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 AO (IT&RE) in favour of M.D, RISL payable at Jaipur(non-refundable)	Rs. 1180/-
Submission of Earnest Money through DD (2% of project cost) in favour of AO (IT&RE), JVVNL	Rs. 47,000 (Rs. Forty-Seven Thousand Only)

or Bank Guarantee from schedule bank in the name of SE (IT), JVVNL.	OR Rs. 11750 (Eleven Thousand Seven Hundred Fifty Only) for MSME situated in Rajasthan classified under Section 7(1) of MSME Development Act 2006.
Publishing Date/Time	27.12.2019 at 18.00 Hrs.
Last date of receipt of clarification/queries	Within 7 days from date of uploading of tender document
Submission Date for Banker's Cheque/ Demand Draft / BG for Tender Fee, EMD, 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	28.12.2019 at 9.30 hrs onwards at https://eproc.rajasthan.gov.in , www.energy.rajasthan.gov.in/jvvn1/
Document Download / Sale End Date/Time	16.01.2020 at 13.00 Hrs.
Bid submission Start Date/Time & Place of submission of bids	28.12.2019 at 13.00 Hrs. onwards at https://eproc.rajasthan.gov.in
Bid submission Last Date/ Time	16.01.2020 at 13.00 Hrs.
Last date & Time for Submission of Banker's Cheque/ Demand Draft/BG for Tender Fee, EMD, and Processing Fee	16.01.2020 at 15.00 Hrs. in the Office of Accounts Officer(IT&RE), Old Power house, Bani park, Jaipur
Date & Time of Opening of Technical Bids	17.01.2020 at 15.00 Hrs on https://eproc.rajasthan.gov.in
Date & Time of Opening of Financial Bids	To be intimated later
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	http://eproc.rajasthan.gov.in . http://www.jaipurdiscom.com
Bid Validity & EMD Validity	Bid Validity: 90 Days from the date

	of Financial Bid Opening EMD Validity: 180 days from date of Technical Bid opening. If required, the same shall be requested to be extended.
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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.

BG: As per section IV clause no.-10.

NOTE:

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

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

E-mail: eproc@rajasthan.gov.in

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

3. Bidders should go through the website <https://www.eproc.rajasthan.gov.in> should refer to the website and go through the link “Help For Contractors”, “Information About DSC”, “FAQ” and “Bidders Manual Kit” and **Section-I** to know the process for submitting the electronic bids at the website.

4. The 'Instructions to bidders' and other terms and conditions of this tender pertaining to the bidding process generally follow the guidelines of e-tendering system of the government of Rajasthan, available at URL <https://www.eproc.rajasthan.gov.in>. However, wherever there is any anomaly between the conditions referred to in this tender document and the GoR e-tendering system, the latter shall be final.
5. The complete tender document has been published on the websites, www.jaipurdiscom.com and <https://www.eproc.rajasthan.gov.in> for the purpose of downloading.
6. The downloaded tender document shall be considered valid for participation in the bid process subject to submission of required Tender fees, e-Tender Processing Fee & EMD as mentioned in the NIT Section table. A copy of receipt of the tender fees, e-Tender Processing Fees & EMD must be enclosed along with the Technical bid/ proposal failing which the bid will be summarily rejected. The last date of submission of these Original instruments is mentioned in the NIT Table. The Bidder must take due care in submitting the instruments and collecting receipts from Jaipur Discom so that the Originals are submitted in hard copy and receipt scans are uploaded with the Technical Bid, before the Bid Submission Deadline.
7. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally by the Bidder. The Technical and Financial Bid which is uploaded on eproc portal must be signed and stamped on each relevant page by the designated Authorized Representative of the bidder. The name, designation and authority of the designated Authorized Representative of the Bidder shall be stated in the Bid.
8. No contractual obligation whatsoever shall arise from the tender document/bidding process unless and until a formal contract is signed and executed between the purchaser and the successful bidder(s).
9. JVVNL 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.
15. In case, a bidder imposes conditions which are in addition or at variance or in conflict with the terms and conditions as specified in this tender document, all such bids will be summarily rejected.
16. Tendering Authority reserves the complete right to accept or reject in part or full any or all the bids without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/ rejected by the tendering authority.
17. In case, a dispute arises with regard to interpretation/ omission/ error in this tender document, bid submitted, other documents; the decision of SE (IT), JVVNL, JAIPUR will be final and binding upon the bidders.
18. Interested bidders may obtain further information from the office of

**The Superintending Engineer (IT),
Jaipur Vidyut Vitran Nigam Ltd,
Old Power House Banipark,
Jaipur- 302006.**

TABLE OF CONTENTS

NOTICE INVITING TENDER	1
TABLE OF CONTENTS	6
SECTION – I INTRODUCTION.....	7
SECTION - II QUALIFICATION REQUIREMENTS (QR).....	8
SECTION – III INSTRUCTION TO BIDDER.....	10
SECTION - IV TERMS & CONDITIONS.....	24
SECTION – V REQUIREMENTS OF SYSTEM AND TECHNICAL SPECIFICATIONS.....	42
SECTION–VI ANNEXURES COVERING FORMATS OF SUBMISSION OF BIDS.....	46
ANNEXURE 1: FORMAT FOR COVERING LETTER OF BID	46
ANNEXURE 2: GENERAL PROFILE OF THE BIDDER.....	48
ANNEXURE 3: FINANCIAL CAPABILITIES	49
ANNEXURE 4: SCHEDULE OF DEVIATIONS.....	50
ANNEXURE 5: DETAILS OF QUOTED ITEMS.....	51
ANNEXURE 6: CONFIRMATION OF “NO DEVIATION” IN TECHNICAL / COMMERCIAL TERMS AND CONDITIONS OF THIS TENDER.....	52
ANNEXURE 7: SCHEDULE OF COMPLETION.....	53
ANNEXURE 8: UNDERTKAING FOR VARIOUS INFORMATION FURNISHED	54
ANNEXURE 9: BIDDERS’S AUTHORIZATION CERTIFICATE	55
ANNEXURE 10: POWER OF ATTORNEY IN FAVOUR OF AUTHORIZED SIGNATORY OF THE BIDDER.....	56
ANNEXURE 11: FORMAT OF BANK GUARANTEE FOR EMD	57
ANNEXURE 12: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY	60
ANNEXURE-13: SELF DECLARATION-NO BLACKLISTING.....	61
ANNEXURE-14: QUALIFICATION REQUIREMENT.....	63
ANNEXURE-15: FORMAT FOR FINANCIAL BID SUBMISSION	66

SECTION – I INTRODUCTION

Purpose of RFP

JAIPUR VIDYUT VITRAN NIGAM LIMITED (Jaipur Discom) is an undertaking of Government of Rajasthan engaged in distribution and supply of electricity in the jurisdiction of Jaipur Discom which comprises 13 Circles as under.

S.No.	Name of Discom	Zonal Offices	O&M Circles
1.	Jaipur Discom	3 Nos. : Jaipur, Bharatpur and Kota	13 Circles: Jaipur City, Jaipur District, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, Sawai Madhopur, Tonk and Karauli.

The invitation to Bid is for “**For SUPPLY AND INSTALL DESKTOP COMPUTERS WITH POST INSTALLATION SUPPORT AT VARIOUS OFFICES OF JAIPUR DISCOM**” through this RFP. Presently Kota & Bharatpur cities are on Distribution Franchisee Model and as such not covered under scope of this bid for period of five years.

SECTION - II QUALIFICATION REQUIREMENTS (QR)

The Bidder must possess following credentials prescribed as Pre-Qualification Criteria. If any bidder fails to fulfil 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.

QR for Desktop		
Sr.	Qualification requirement	Supporting Documents Required
1	The bidder shall be a registered firm /partnership firm company in India under the Indian Companies Act-2013 with latest amendments OR Registered with MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.	Copy of Self-Attested Incorporation Certificate, MOA & AOA in case of Company OR Registration Certificate with MSME Deptt.
2	The Bidder should be original equipment manufacturer (OEM) for Desktop or premium partner / authorized reseller of the Desktops in India. The Bidder must be in position to provide support / maintenance / up gradation during the period of contract.	Bidder, be it OEM or premium partner /authorized reseller, to submit a letter of authorization / Manufacturer Authorization Form (MAF).
3	The OEM shall have facility of Service centres of the offered make Desktops in District Headquarters of Jaipur Discom Area.	The bidder should furnish the list & address of Service centres.
4	The OEM should provide the 5 years warranty.	The bidder should submit the attested letter of OEM confirming the five years warranty.
5	The Bidder should have an average Annual Turn Over of Rs. 8 Lacs. during the last three financial year.	The bidder should submit Copy of the audited statement of accounts (P&L Account & Balance Sheet) duly certified by the Chartered Accountant along with certificate stating the Turnover as a proof.
6	The bidder/OEM should have been supplied at least 20 sets of Desktops in last 3 FY to any Central Govt./ State Govt./PSU /utility.	The bidder/OEM should submit copy of Work orders and work completion certificates.

7	The OEM/Bidder should be an ISO 9001:2000 certified company. Latest Valid ISO Certificate of the Desktops – manufacturing / Assembly / integration / Delivery /installation / maintenance facilities should be submitted.	OEM/Bidder should furnish an ISO 9001:2000 certificate.
8	The OEM/ Bidder should submit a certificate, certifying that all the components/parts/assembly/ software quoted/ used in the desktops were original/new components/parts/ assembly/software, and that no refurbished/duplicate/ second hand components/parts/assembly/software were being used or would be used.	The bidder shall furnish a Self-Declaration on letterhead.
9	The bidder should have registered positive net profit (after tax) in at least one year in the last three Financial Years (2016-19). Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable. Bidders who are yet to publish their audited document for the year 2018- 19, must submit the provisional/CA certified results for the FY 2018-19. (Annexure-3)	The bidders should furnish documentary proof.
10	The bidder should not have been blacklisted from the Government of Rajasthan or Rajasthan Discoms as on date of bidding.	The bidder shall furnish a Self-Declaration for No Blacklisting on letterhead.
11	The bidder must have a valid GSTIN	The bidder should furnish documentary proof.

NOTE: In case of non-furnishing of requisite document along with the bid, the bid will be considered as non-responsive and bid may be summarily rejected. (Annexure-14)

SECTION – III INSTRUCTION TO BIDDER

1. GENERAL INSTRUCTIONS

- 1.1. Tendering authority will receive bids in respect of services as set forth in the accompanying tender document.
- 1.2. All bids shall be prepared and submitted in accordance with terms and conditions of this Tender Document.
- 1.3. The Bidder, in his own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in General Conditions of Contract and Technical specification before filling and submitting the Bids.
- 1.4. If the bidder has any doubt as to the meaning of any provisions or any portion thereof, he shall before submitting the Bid, may refer the same to the Tendering Authority in writing, well in time before the specified date of opening of Bids so that such doubts may be clarified.
- 1.5. 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 this tender document unless otherwise specifically indicated/ commented by him in his Bid.
- 1.6. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the bidders.

2. 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. EARNEST MONEY DEPOSIT (EMD):

4.1.1. The Bidder shall furnish EMD as per the prescribed in NIT section.

4.1.2. The Bidder shall **deposit/submit** the EMD in prescribed format to the Accounts Officer (IT & RE), JVVNL, Jaipur 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 shall be rejected and the Bid will not be opened.

4.1.4. In case of bidders who are declared as non-responsive, EMD will be refunded on production of the original receipt within 15 working days after opening of financial bid.

4.1.5. Adjustments/proposals for acceptance of EMD, 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 EMD under this tender with the previous dues of bidder if any.

4.1.6. No interest shall be payable on EMD.

4.1.7. Jaipur Discom reserves the right to forfeit EMD, if successful bidder either has not accepted the work order or not completed the contractual requirement within the specified period.

4.2. TENDER DOCUMENT FEE & TENDER PROCESSING FEE

The bidders are permitted to download the bid document from websites <https://www.eproc.rajasthan.gov.in>, www.energy.rajasthan.gov.in/jvvn1 but must pay the cost of Tender document fee and e-Tender processing fee as mentioned in NIT table within the stipulated date & time in the office of Accounts Officer (IT&RE), Jaipur and obtain acknowledgement thereof. Such processing fee shall be sent to RISL by AO (IT&RE).

5. CLARIFICATIONS AND AMENDMENTS & DEVIATION FROM TENDER DOCUMENT

5.1. CLARIFICATIONS TO THE TENDER DOCUMENT

- 5.1.1 If the prospective bidder has any doubts as to the meaning of any portion of the Tender document, She/He can raise the same to the tendering authority i.e. SE(IT) JVVNL, Jaipur on any working day from 9.30 AM to 6.00 PM within seven days of publishing date of RFP.
- 5.1.2 Verbal clarifications and information given by the Discom or his employee(s) or his representative(s) shall not in any way be binding on the owner.
- 5.1.3 The bidder is required to carefully examine the Terms & Conditions including specifications of this Tender document and fully inform himself as to all the terms and conditions which may in any way affect the Work or the cost involved thereof.
- 5.1.4 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 TENDER DOCUMENT

- 5.3.1. At any time prior to the deadline for submission of the Bids, if the Tendering Authority deemed it necessary to amend the Tender document, it shall do so by issuing appropriate Corrigendum/Addendum.
- 5.3.2. Any Corrigendum/Addendum issued shall be a part of the Tender document and shall be published on the website of Jaipur Discom & e-proc portal.
- 5.3.3. To give prospective Bidders reasonable time to take a Corrigendum/Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.
- 5.3.4. Any change in date of submission and opening of bids would be published through Jaipur Discom's website and e-proc portal.

5.4. DEVIATION FROM BID DOCUMENTS

- 5.4.1 The bidder should comply all requirements set out in the bidding document and NO TECHNICAL and COMMERCIAL deviation shall be entertained.
- 5.4.2 The Bids with Deviation from the requirement laid down in this document shall be considered as NON Responsive.
- 5.4.3 The offer must have 'No Deviation' certificate as per bid document.

6. **SUBMISSION AND OPENING OF BIDS**

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

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

6.3 BIDS ARE TO BE SUBMITTED IN TWO PARTS

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

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

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

- b) Cover 2: Techno-Commercial Bid (to be uploaded in pdf format):
 - (i) Complete Technical Bid comprising information in specified formats and schedules (Except the price schedule) including details 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.

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.

6.4 SUBMISSION OF PROPOSALS

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

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

6.5 FILLING OF BIDS

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

6.5.2 No alteration should be made to the format and schedules of the tender document. The Bidder must comply entirely with the Tender document.

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

6.5.4 All additions, alterations and over-writing in the bid must be clearly signed by the authorized representative of the bidder otherwise bid shall be summarily rejected.

6.5.5 The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be entered in words as well as in figures. These

must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any doubt and further may result in rejection of such Bid.

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

6.5.7 All bids and accompanying documents shall be addressed to Jaipur Discom.

6.6 ALTERNATIVE BIDS

Alternative bids shall not be considered at all.

6.7 BID PRICES

6.7.1 All the prices should be quoted only in Indian Rupees (INR) Currency.

6.7.2 The prices quoted in BOQ.xls should be exclusive of service tax / GST and other government levies as applicable. The present rates of applicable taxes shall be indicated by the bidder in its Bid, which is subject to statutory variation and shall be borne by Discom.

6.7.3 The bidder will furnish the break-up of the quoted price in Financial Bid according to the Financial Bid Format, indicating rate and type of each tax clearly, as per the rates prevailing within 7 days before the bid date. Any statutory variation and imposing of new tax by government subsequent to bid submission/currency of Contract shall be on Discom account.

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 Bank Guarantee submitted against the EMD suitably.

8. SIGNATURE OF BIDDER

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

- 8.2 Bid by a partnership firm must be furnished with full names of all partners.
- 8.3 Bids by corporation/ company must be signed by the Authorized representative of the Bidder with the legal name of the corporation/ company.
- 8.4 Satisfactory evidence of authority (Power of Attorney) of the person signing on behalf of the Bidder shall be furnished with the bid.
- 8.5 The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 8.6 Bids not conforming to the above requirements of signing shall be disqualified.

9. DELAY IN BID SUBMISSION

The tendering authority shall not consider any bid that arrives after the deadline for submission of bids as indicated in the NIT. Any bid received by the tendering authority after the deadline for submission of bids shall not be accepted.

10. RECEIPT OF BIDS

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

11. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

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

12. BID OPENING

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

13. EVALUATION AND COMPARISON OF BIDS

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

13.1 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.

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

13.2 2nd Stage: Financial Bid Evaluation:

The Financial Bids which are opened shall be evaluated. The Purchaser 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 Purchaser 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 EMD shall be forfeited

13.1.5 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”.

13.1.6 The EMD of the other technically qualified Bidders shall be returned within 15 working days from the date of signing of Contract by the Discom with the successful Bidder.

14. CONFIDENTIALITY

14.1. 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.

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

14.3. 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.

15. NON-MATERIAL NON-CONFORMITIES

Provided that a bid is substantially responsive, the Tendering Authority may request the bidder to submit the necessary information or documentation provided that the required information was in existence as on date of opening of bid. No new information created after opening of bid shall be considered, within a reasonable period of time, to rectify omission in the bid related to requisite documents.

16. 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 aspersions 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 EMD/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.

17. AWARD OF CONTRACT

17.1 ACCEPTANCE OF THE TENDER/BID AND NOTIFICATION OF AWARD

- 17.1.1. 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).

- 17.1.2. 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 EMD and offer may be extended to the L2 Bidder and so on.
- 17.1.3. 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, EMD of such Bidder shall be forfeited and Tendering Authority of Discom may consider the next ranked bidder.
- 17.1.4. 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.
- 17.1.5. Submission of Performance Guarantee as required to be submitted under the Contract within 15 working days.
- 17.1.6. 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.
- 17.1.7. 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 EMD may be refunded.
- 17.1.8. Until a formal Contract is prepared and signed, the Work Order/ LOI shall constitute a binding Contract.
- 17.1.19 Award Criteria:
The Desktop computer quantities shall be awarded 100% to L1 Bidder.

18. SIGNING OF CONTRACT

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

19. RESERVATION OF RIGHTS

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

- i. Extend the last date & time for submission of the bids.
- ii. Amend the Tender Document at any time prior to the last date & time of submission of Bids.
- iii. To reject any bid without assigning any reasons.
- iv. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bids.
- v. Seek the advice of external consultants to assist Jaipur Discom in the evaluation or review of bids.
- vi. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its bids.
- vii. Reproduce for the purposes of the procedure the whole or any portion of the bids despite any copyright or other intellectual property right that may subsist in the bids.

Note: Direct or indirect canvassing on the part of the Bidder or his representative would be a ground for disqualification of such Bidder from this process.

20. 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”**

21. GENERAL

- 21.1 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.
- 21.2 The fact of submission of bid to the Jaipur 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.

- 21.3 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.
- 21.4 Discom will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- 21.5 Jaipur Discom reserves the right to:
 - a. Reject or accept any bid.
 - b. Cancel the bid process and reject all applications.
 - c. Jaipur Discom shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.

SECTION - IV TERMS & CONDITIONS

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

1. DEFINITION OF TERMS:

- 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 / Jaipur Discom" shall mean the Jaipur Vidyut Vitran Nigam Limited or JVVNL, 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, Dy. 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.
- 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.
 - 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.
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- 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 into 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 of the ordered items and completion of comprehensive warranty for a period of Five years from the date of final supply.
5. **IMPLEMENTATION PERIOD:** The implementation schedule shall be as per "Detailed Scope of Work" section of this document.
6. **TERMINATION OF CONTRACT:** 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 which will be approved by the competent authority of JVVNL.
7. **FALL BACK ARRANGEMENT:** In the event of failure of the Agency to fulfil its obligations, duties and responsibilities as per the terms & conditions of the Contract, Discom shall interalia have the right, at any time to resort to fall back arrangement. Under such arrangement, Discom shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the Contract and can recover from the BGs & other holding of agency with Discom, the losses suffered due to such failure. If the BGs & other holding of agency is insufficient, the Agency shall pay the difference to Discom failing which Discom shall have right to recover the sum through legal or other means.

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

The 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.

8. DEBARMENT

- a. A bidder shall be debarred by the Purchaser if the bidder has been convicted of an offence
 - i. Under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - ii. 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 a threat to public health as part of execution of a public procurement contract.
- b. A bidder debarred under (a) 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.
- c. A bidder debarred shall be debarred by the purchaser if the bidder fails to fulfil 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.
- d. If the purchaser finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” in RTPP Act -2012, it may debar the bidder for a period not exceeding three years.
- e. 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 purchaser for a period not exceeding three years.
- f. The purchaser shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

9. HANDING OVER ON TERMINATION/ PROJECT COMPLETION:

- a. The contract agreement shall require the agency to cooperate in handing back the Desktops, records, reports and documents,

facilities, all utility specific data including archives or any other material/equipment and its access provided by Discom after termination of agreement.

- b. Upon termination of the Contract, the Agency's authority to act in the area shall immediately cease. In order to smoothen the handing over process and not hampering the work, Discom shall arrange to award the Contract to other firm or may execute the work departmentally at-least 1 months before expiry of this Contract, the Agency/Discom staff may require to work along with the new agency/ Discom staff for remaining period of Contract to enable the new agency/Discom staff to understand the process.

10. PERFORMANCE BANK GUARANTEE:

- 10.1. A Performance Bank Guarantee equivalent to 10% (Ten percent) of Work order value / Performance Bank Guarantee for MSME situated in Rajasthan classified under Section 7(1) of MSME Development Act 2006 shall be 1% of work order value shall be provided by the Successful Bidder within 15 days of receipt of Work Order from Discom, in cash or by crossed Bank Draft or by way of Bank Guarantee. The Performance Bank Guarantee shall be valid for three months in addition to the entire contract period. In case if the successful bidder provides a Performance Bank Guarantee for shorter duration then it would be the sole responsibility of the Successful Bidder to get the Performance Bank Guarantee extended well in advance to maintain the validity time. Discom may invoke the Performance Bank Guarantee without giving any information if validity of such Performance Security expires.
- 10.2. The Bank guarantee in the prescribed format must be from the branch of any Nationalized/Scheduled Bank located in Rajasthan. The Agency may furnish Bank Guarantee on stamp paper of Rajasthan state and shall furnish a certificate of Banker that the stamp duty has been paid as per prevailing rules of that Rajasthan State.

11. AGENCY TO INFORM HIMSELF FULLY

The Contract shall be considered to have come into force from the date of its signing. The contractor shall be deemed to have carefully examined the Tender document including General Conditions, specifications and schedules. Also, it shall deemed to have satisfied himself with the nature and character of the work to be executed and where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the

Discom or the Engineer shall not in any way relieve the contractor from his responsibility for the supplying of the hardware, software and other equipment and executing the work in terms of the contract including all details and incidental works and supply all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection and safe and efficient working of the equipment.

12. CONTRACT DOCUMENTS

The order placed under this Tender document shall be governed by the terms and conditions as incorporated in this Tender document and as given in the detailed work order. The terms and conditions as specified in this Tender document if differ from the terms indicated in the detailed work order the later shall prevail.

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

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

The contract documents shall mean and include the following:

- i. Contract agreement.
- ii. Notice Inviting Tender
- iii. Complete Tender document including its amendments if any.
- iv. Bid submitted by bidder.
- v. EMD.
- vi. Letter of Intent and its acknowledgement.
- vii. Security Deposit/ Performance Guarantees.
- viii. Detailed Work order & its annexure.
- ix. 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.
- x. The agreements to be entered as per Tender Document.
- xi. Requisite Power of Attorney in favour of the authorized signatory of the Bidder.

13. CHANGE OF AREA/QUANTITY

The owner reserves the right to increase/decrease the any item/service 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 item is deleted from the scope of work, the value of contract will be reduced accordingly.

14. GIFTS AND COMMISSIONS ETC.

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

15. SAFETY OF SYSTEM: The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of hardware, software, documents, data and other documents and records transferred to it and developed later. These documents and records shall be maintained in updated condition and handed over back to Discom in good working order on completion of the contract or time to time basis as per scope of works as and when required by the Discom. Agency shall compensate to Discom any loss suffered by Discom due to default of the agency in this respect.

16. INSURANCE: The agency at his own cost shall arrange, secure and maintain all insurance as pertinent to the works and obligatory in terms of law to protect its interest and interest of Discom against all perils. The Bidder is responsible for acquiring transit insurance for all components. The goods supplied under the Contract shall be fully insured in Indian Rupees. The validity of insurance shall be valid till expiry of contract.

17. REMEDY ON AGENCY'S FAILURE TO INSURANCE: If the Agency fails to effect and keep in force insurance referred to in clause 16 hereof or any other insurance which he may be required to effect under the terms of contract then the Jaipur Discom may effect and keep in force any such insurance and pay such premium(s) as may be necessary for that purpose and from time to time deduct the amount so paid by the Discom as aforesaid from any money due or which may become due to the Agency or recover the same as debt from the Agency.

18. LIABILITY FOR ACCIDENTS AND DAMAGES:

- 18.1. The Agency shall be liable for and shall indemnify the Discom in respect of all injury to person or damage to property resulting from the negligence of the Agency or his workman or from defective work but not from any other cause.
- 18.2. Provided that the Agency shall not be liable for any loss or profit or loss of Contract or any other claim made against the Discom not already provided for in the contract, not for any injury or damage caused by or arising from the acts of the DISCOM or of any other person or due to circumstances over which the agency has no control, not shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.
- 18.3. The Agency will indemnify and save harmless the Discom against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the Discom or his employees) suffered prior to the date when the work shall have been taken over hereof by persons employed by the agency on the work, whether at common law or under the workman's compensation Act-1923 or any other statute in force at the date of contract relating to the question of the liability of employees for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurances to over such indemnity.
- 18.4. The Agency shall insure against such liabilities with an insurer approved by the Discom and shall continue such insurance, during the whole of the time that any person(s) are employed by him on the works and shall when required produce to the Discom, such policy of insurance and the receipt for payment of the current premium.

19. INSPECTIONS AND TESTING:

All the supplied items shall undergo pre-dispatch inspection by JVVNL. Before supply of items, clearance from JVVNL is required. The agency will have to request JVVNL in writing for inspection and testing.

- I. The bidder shall state in his tender the places of manufacture testing and inspection of various equipment offered by him. Unless specifically provided otherwise all tests shall be made at the contractor's works before shipment.

- II. 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.7500/- 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 Accounts Officer(IT&RE), JVVNL, Jaipur. The supplier will deposit the amount with the Account Officer (IT&RE), JVVNL, and Jaipur immediately under intimation to this purchasing authority, failing which the subsequent call for inspection shall not be entertained.
- III. The purchaser reserves 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.
- IV. Unless the inspection is specifically waived no material shall be dispatched without inspection and clearance for dispatch by the purchase's representative.
- V. The purchaser reserves the right to reject all or any part of the material being manufactured or 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 Addl. Chief Engineer (M&P-IT), JVVNL, Jaipur shall be final and binding.

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

21. CONTRACT AGREEMENT:

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

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

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

22. NON-DISCLOSURE AGREEMENT

The Firm shall not, either during the term or afterwards, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client. The Agency shall enter into Non-Disclosure Agreement with Rajasthan Discoms.

23. GST: The payment of GST shall be made only on furnishing the following certificate, which may be affixed on the bills preferred, or the material Supplied.

GST CERTIFICATE

- i) Certified that the goods on which GST has been charged have not been exempted under the central GST Act and that the charges on account of GST on these goods are correct under the provisions of the relevant act or the rules made there under and that in case of supplies against regular contract, the relevant contractor also includes a specific provisions that the sales-tax is payable by the J.V.V.N.L.
- ii) Certified further that we-----are registered as dealers in the state of-----under registration no. -----for the purpose of GST.
- iii) Certificate for RST as per Rajasthan GST Act and (c) form(s) as per GST Act will be issued by the Account Officer (IT&RE), JVVNL, Jaipur to the supplier on his request on completion of the entire supplies under order and on furnishing the copies of the relevant invoices together with the above declaration certificate.
- iv) In no circumstances certificate for RST and “C” form shall be issued along with letter of acceptance/purchase order and shall not be demanded by the supplier through bank on presentation of the dispatch documents.

- v) In case the GST tax assessment of the supplier(s) become due before completing the entire supplies against the order, certificate for RST and C Form (s) for the supplies made shall be issued on specific request of the supplier made at least 10 days before the due date of sales-tax assessment on fulfilling the requirement of sub Clause(s).

24. MODE OF PAYMENT

24.1 The payment shall be made on completion of contractual formalities and against receipted challans duly verified by the concerned ACOS and submission of installation certificates duly verified by concerning Discom official. The Superintending Engineer (IT) /Officer In-charge after receipt of verified challans and installation certificates shall verify the bills in association with A.O (IT&RE) and other documents furnished directly to the Sr. Accounts Officer (CPC), JVVNL.

24.2 The invoices shall be correctly prepared in four (4) copies in the name of Superintending Engineer (IT) and shall be submitted to Superintending Engineer (IT) who will verify all the copies of invoices / challans, installation certificates in association with AO (IT&RE) 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), JVVNL, and Jaipur for arranging the payment of supplier / contractor.

24.3 The payment of material supplied shall be made by the Sr. Accounts Officer (CPC), JVVNL, and Jaipur on submission of bill along-with all required documents. For claiming payment, completion of following formalities is essential:

- (i) Execution of contract
- (ii) Inspection clearance
- (iii) Dispatch instructions
- (iv) Acceptance of PBG.
- (v) Furnishing of manufactures' warranty as per clause under this RFP.
- (vi) Proof of insurance as per clause under this RFP.
- (vii) Installation certificate.

24.4 Following documents shall be submitted along-with the invoice(s) / Proforma invoice(s).

(a) GST tax certificate as per Clause.

(b) A certificate regarding inspection in the following Proforma: -

Certified that the material/equipment covered by the Proforma 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 certificate/undertaking to the effect that proof of excise duty at actual has been claimed and other relevant, documents for reimbursement of charges paid by the contractor / supplier on behalf of the purchaser have been enclosed with the original invoice.

(d) A telegraphic /fax /E-mail intimation about the dispatch of material/ equipment shall be given to the consignee(s) and the concerned Accounts Officer.

25. TERMS OF PAYMENT

Payment Mechanism:

- I. 100% payment of supplied items will be made after installation and acceptance of performance deposits/guarantee. The payment will be claimed after complete supply and successful Installation of items. The payment shall be released on or within 30 days from the date of receipt of verified invoices / challan / installation certificates by Sr. AO (CPC), JVVNL, subject to penalty clauses mentioned in RFP.
- II. A performance deposit/Guarantee equivalent to 10% of contract value is to be remained valid for a period of 5 years + 03 months claimed period from the date of commencement of contract and will be released after successful completion of support period.

26. GOVERNING LAWS AND JURISDICTION: The Indian Law shall govern the agreement. Only appropriate courts in Jaipur shall have exclusive Court Jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.

27. 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 Discom HQ. All

disputes, differences questions whatsoever arising between the Discom and the agency upon or in relation to or in connection with the Contracts shall be deemed to have arisen at Discom Head Quarter only and no court other than court at Jaipur, Rajasthan shall have jurisdiction to entertain or try the same.

- 28. SETTLEMENT OF DISPUTES:** In any time, any question, dispute or difference what so ever which may arise between Discom and the Agency, the same shall be decided by CMD/MD of Discom or by the settlement committee constituted by him and shall be final and binding on both the parties.

The Discom has constituted settlement committee to settle the disputed cases. For the disputed amount up to Rs. 3.00 Lac the case may be referred to the CE level settlement committee and if the disputed amount is more than Rs. 3.00 Lac the case shall be referred to the corporate level settlement committee. The non-refundable fees for referring the case to the settlement committee are as given below or prescribed time to time:

- Reference fee for CE level settlement committee - Rs. 500/-
- Reference fee for corporate level settlement committee-Rs. 3000/-
- 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 concerned AO.

- 29. CONDUCT OF AGENCY'S STAFF:** If any of the Agency's employees shall, in the opinion of Discom, is guilty of any misconduct or incompetence or negligence, then if so directed by Discom, the Agency shall at once remove such employee and replace him by an equally qualified and competent substitute.

- 30. LIEN:** In case of any lien or claim pertaining to the work and responsibility of the Agency for which Discom might become liable, it shall have right to recover such claim amount from the Agency.

- 31. FORCE MAJEURE CONDITIONS:** If at any time during the currency of the Contract the performance in whole or in part be prevented or delayed by reason of any war hostility acts of public enemy, civil commotion, sabotage, fire floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of god (hereinafter referred to as Events) then provided Notice and adequate proof of the production/dispatch having suffered on account of these events is given within 21 days from the date of occurrence thereof the provision of penalty Clause of this specification shall not be invoked by Jaipur

Discom 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 Jaipur Discom as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that in case the strike/lockout prolongs beyond a period of seven days, the supplier shall immediately inform about the same to the Discom in which case the Discom reserves the right to procure the material equipment on order or part thereof from any other source at the risk and cost of the supplier.

32. COMPLETENESS OF CONTRACT: The contract shall be considered completed on termination of the contract period after full handing over of Desktops, data, documents or material and clearing all dues towards the agency as specified in this document and certified by respective offices and duly certified by SE (IT) office.

33. SUSPENSIONS OF WORKS: The Discom shall not be liable to pay the Agency any compensation whatsoever arising from suspension of specified work or for idle labour.

34. DEATH BANKRUPTCY ETC.:

34.1. If the Agency shall die or dissolve or commit any act or bankruptcy or being a corporation commence to be wound up except for reconstruction purpose or carry on hits, business under a receiver, the executors successors, or other representatives in law of the state of the Agency or any such receiver, Liquidator, or any persons to whom to the contract may become vested shall forth-with given notice thereof in writing to the Discom 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 Discom subject to his or their providing such guarantee as may be required by the Discom but not exceeding the value of the work for the time being remaining relieve unexecuted provided however that nothing above said shall be deemed to relieve the Agency or his successors of his or other their obligations under the contract under any circumstances. In the event of stoppage of the work the period of the option under this clause shall be seven (7) days only. Provided that, should the above option be not exercised, the contract may by terminated by the Discom by notice in writing to the Agency and the same power and provisions reserved to the Discom as mentioned in the Tender in the event of taking the work out of the Agency's hand's shall immediately become operative.

34.2. Change of name of the Agency at any stage after Bidding Process, the Discom shall deal the same as per prevailing rules of the Discom.

35. LIQUIDATED DAMAGES AND PENALTY: -

The time and date of delivery specified shall be deemed to be the essence of the contract and supplies shall have to be completed no later than the date (s) specified. Should the contractor / supplier fail to deliver the material/ equipment or any part thereof within the specific delivery period, the purchaser shall be entitled at his option for the following penalties: -

Delay in supply: The recovery shall be affected for delay in delivery / execution @ 1/2% per week or part thereof subject to a maximum of 10% of delayed / unexecuted supply / works. The amount of recovery will be worked out on the basis of ex-works price on the date on which delivery was due without including taxes, duties and freight etc. In cases where ex- works prices have not been indicated, then the recovery shall be worked out on the basis of prices as shown in the purchase order.

36. 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 Installed shall be rectified within 3 working days 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 of INR 100/- per day till the date of rectification, for the delay in rectification/replacement of the defects or damages.

37. WARRANTY & ON-SITE INSTALLATION SUPPORT:

- The Vendor shall provide Sixty months' comprehensive ON-SITE warranty commencing from the date of installation / Deemed installation.
- The service engineer must visit the customer site and service the Desktops when the issue is reported. Onsite diagnosis is expected for all complaints raised by JVVNL.

- Retention of Hard disk after replacement: In case of hard disk failure, the damaged hard disk will not be given to vendor after replacement.
- Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of equipment, accessories etc. covered by the offer. Bidder must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period Bidder shall maintain the equipment and repair/replace all the defective components in our office premises at no additional charge.
- During the warranty period, the company may relocate the Hardware from the original location mentioned in the Purchase Order / Agreement for supply to any other location across DISCOM and keep the vendor informed so that the vendor can continue to render services at the new location. In case of relocation of Hardware, transportation and other incidental charges will be borne by the JVVNL.

38. 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 JVVNL on the expiry/ termination of the contract.

39. RULES & REGULATIONS: The job shall be carried out as per the rules, regulations and other details for the system as prevailing in Discom, which shall be made available to the Agency. These rules and regulations may be modified by Discom from time to time and would be intimated to the Agency for incorporating the same into the System during the currency of Contract.

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.

- 40. FAILURE TO EXECUTE THE CONTRACT:** Agency failing to execute the order placed on them to the satisfaction of Discom under terms and conditions set forth therein, will be liable to make good the loss sustained by the Discom, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Penalty/ Liquidated Damages and forfeiture of Performance Security.
- 41. NON-ASSIGNMENT:** - The Agency shall not assign or transfer the contract or any part thereof to any other agency/ personnel during the contract period.
- 42. EFFECTING RECOVERIES:** Any loss, arising due to non-fulfilment of this contract, will be recovered from the Performance Security held and or any other amount due to the Agency from the Discom from this Contract.
- 43. CLIMATIC CONDITIONS:** The system are for use in various geographical area of Discom and should be satisfactory for operation under tropical conditions of Rajasthan and shall be able to maintain the desired output and withstand a wide range of temperature & climatic experience in the area under scope.
- 44. 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:-

Sr.	Type of Appeal	Name & Designation of appellate authority
1	First appeal	Chairman & Managing Director, Rajasthan Vidyut Utpadan Nigam Ltd, 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 RTTP 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 of Bankers Cheque of a Scheduled Bank payable in the name of AO (IT&RE), JVVNL, Jaipur.

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.

45. 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

SECTION – V REQUIREMENTS OF SYSTEM AND TECHNICAL SPECIFICATIONS

DETAILED SCOPE: - This specification covers the purchase of Desktops in Jaipur Discom with delivery at respective ACOS.

- A.** Delivery, installation, and maintenance of Desktops as per the attached 'Delivery Location Annexure'. The 'Delivery Location Annexure' is the tentative delivery location and the exact delivery location details will be shared along with Purchase Order.
- B.** Support for Operating System, WPS Suite & Anti-virus related problems such as OS Recovery, etc during the warranty period.
- C.** Call Centre nos. and Email Address should be pasted on the CPU.

1. SCHEDULE OF REQUIREMENT: -

The approximate requirements of items are as under: -

Sr. No	Item Name	Quantity (nos.)
1	Desktops	50

Note: - This requirement is tentative and the purchaser may increase/decrease the net quantity to be purchased at the time of deciding the tender.

2. TECHNICAL FEATURES & SPECIFICATIONS:

S.No	Description	Details
1	Processor Options	Intel®/AMD processor 6 core with min 2.8Ghz or higher
2	Chipset	B360 or Q370 (for intel processor)/ B300 or higher (For AMD Processor)
3	Motherboard	OEM Motherboard
4	Operating System	Preloaded Genuine Microsoft Windows® 10 Pro 64-bit preloaded OEM with recovery partition and its media.
5	System Memory	8 GB 2666 MHz DDR 4 RAM or higher expandable up to 32 GB
6	Graphics	Integrated HD graphics or higher
7	Hard Drive	1 TB HDD, 7200 RPM or higher
8	Audio	High Definition Integrated Audio
9	Keyboard	OEM USB Keyboard
10	Mouse	Two button USB optical scroll mouse with mouse pad
11	Optical Drive	Optical drive DVD writer SATA 8x or higher
12	Ethernet	10/100/1000 on board integrated network port with wifi 802.11 b/g/n
13	I/O Ports	1 RJ 45 for Gigabit Ethernet, Min 2 USB in the front & min. 4 USB Port at the back (at-least 2 USB 3.0) Universal Audio Jack, 1 HDMI, 1 VGA
14	Slots	Minimum 4 PCI/PCI Express
15	Monitor	19.5" (49.53 cm) or higher LED Digital Colour Monitor with resolutions 1600X900 , TCO 7.0 or Higher Certified Monitor
16	Patch Cord	Bundled 5 feet patch cord
17	UPS	600 VA with minimum 15-20 minutes backup time
18	Diagnosis Tool	BIOS Diagnosis
19	Security	TPM 2.0
20	Anti-virus	Total Security (latest version) of McAfee/ Norton/Kaspersky/ QuickHeal/Trend Micro/Sophos/ Symantec/ (Latest version with media and 5 year subscription) OEM support , updates and patches
21	Regulatory and Environmental Compliance	EPEAT CERTIFIED FOR INDIA, ROHS, OHSAS, ENERGY STAR 6.0, OEM ISO 9001, 14001 , 27001 and Windows 10 Certified
22	Form Factor	Less than or equal to 18 litre
23	DVD Writer	Optical Drive DVD Writer SATA 8X or higher

24	Support	Driver should be available for download from OEM site for at least five years from the date of Purchase Order
25	Warranty	5 Years comprehensive on-site OEM Warranty, 09:00 AM – 06:00 PM telephonic support from OEM.
26	Pre-loaded Software	WPS Office Suite
27	Certification	EPEAT certified, ENERGY STAR 6.0 compliant, RoHS-compliant, Windows Certified, ISO 9001, 14001, 27001, OHSAS Certification

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.	Completion of supply & installation of items mentioned in this tender document.	Within 30 days from the date of work order

Delivery Locations:

Note: No. of Desktop will be intimated with LOI/ LOA/ WO.

S.No.	Circle Name	Delivery Locations
1	SE-JCC	ACOS JCC
2	SE-JPDC	ACOS JPDC
3	SE-ALWAR	ACOS ALWAR
4	SE-DHOLPUR	ACOS DHOLPUR
5	SE-KOTA	ACOS KOTA
6	SE-BUNDI	ACOS BUNDI
7	SE-BARAN	ACOS BARAN

8	SE-SWM	ACOS SWM
9	SE-TONK	ACOS TONK
10	SE-DAUSA	ACOS DAUSA
11	SE-BHARATPUR	ACOS BHARATPUR
12	SE-JHALAWAR	ACOS JHALAWAR
13	SE-KARAU LI	ACOS KARAU LI

SECTION-VI ANNEXURES COVERING FORMATS OF SUBMISSION OF BIDS

ANNEXURE 1: FORMAT FOR COVERING LETTER OF BID

Cover Letter (To be furnished on Bidder’s Letterhead)

(To be furnished by the bidder on the letter head. It has to be submitted complete with all enclosures).

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

SUB: Submission of Bid for the work of “ **For SUPPLY AND INSTALL DESKTOP COMPUTERS WITH POST INSTALLATION SUPPORT AT VARIOUS OFFICES OF JAIPUR DISCOM**” against **TN-86** .

Dear Sir,

We hereby submit our bid for work of “**For SUPPLY AND INSTALL DESKTOP COMPUTERS WITH POST INSTALLATION SUPPORT AT VARIOUS OFFICES OF JAIPUR DISCOM**” against **TN-86**.

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

We are submitting our Bid as the Bidding company

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

We also agree that:

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

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

- 4) We also understand that the quantities mentioned in the price schedule shall be meant for bid evaluation; however, payment shall be made us on the basis of actual work.
- 5) We have noted the standard terms of payment and undertake to abide by the same.
- 6) We understand that conditional offers are likely to be rejected
- 7) The execution of work shall strictly be in accordance with work completion schedule as given in the Contract. In case we fail to complete the work as indicated therein we shall be liable to pay penalty as per Tender Document.
- 8) The material supplied by us shall conform your specification
- 9) We confirm that we agree to adhere to all the commercial terms and conditions as well as the technical stipulation of your specification and there is no deviation. Such acceptance has also been confirmed in prescribed schedules.
- 10) We confirm that we are qualified for bidding in terms of Qualification Requirements specified in the bidding documents and have submitted the requisite qualification Certificate & data / documents with the bid.
- 11) Until a formal contract is prepared and executed, this together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 12) We understand that the quantity mentioned in the financial schedule is just for evaluation purpose all charges shall be paid on actual work basis.
- 13) We understand that Jaipur Discom reserves the right to invite detailed proposals from any private entrepreneur-company; irrespective of the fact whether the company or entrepreneur has been pre-qualified.
- 14) We also understand that the Jaipur Discom reserves the right to reject any or all of the bids without assigning any reason thereof.
- 15) We undertake that we have a software/testing solution/equipments which may be readily fine-tuned to the requirements of Discoms.

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

Enclosed: (Annexures)

Thanking you,

Yours faithfully,

Designation_____

Date:
(Signature of the Authorized Signatory)

ANNEXURE 2: GENERAL PROFILE OF THE BIDDER

(To be furnished on Bidder's Letterhead.)

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

Details	Responses
Bidding Entity Nature	
Full legal name of the firm	
Year of establishment	
Registered Office Address	
Address for Correspondence	
Authorized person(s) to be contacted	
Telephone number(s)	
Email id	
Fax number	
Names, Addresses, Contact Emails and Mobile Nos. of the Key Management Personnel of Firm such as MD/Directors/CEO, etc.	
Type of the firm Private limited/Public limited/Government sector /other	
Whether registered under companies act, Partnership Act, or any other act applicable for registration of Firms in India	
Registration Number & Date	
Field organization and resources to be deployed for the proposed job	
No. of Projects executed in Utilities in past 3-years.	

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

ANNEXURE 3: FINANCIAL CAPABILITIES

(To be furnished on Bidder's Letterhead.)

DETAILS OF FINANCIAL CAPABILITY

S. No	Financial Year	Turn Over (In INR)	Whether Net Worth Positive or NOT (Select as applicable)	Whether Net Profit earned or not? (Select as applicable)
1	FY 2016-2017		YES/NO	YES/NO
2	FY 2017-2018		YES/NO	YES/NO
3	FY 2018-2019		YES/NO	YES/NO

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

We hereby certify that the above information is correct.

(Signature of the Statutory Auditor of the Bidder)

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

ANNEXURE 4: SCHEDULE OF DEVIATIONS

Technical Deviations

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

Commercial Deviations

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

ANNEXURE 5: DETAILS OF QUOTED ITEMS

S. No	Particulars	Brand name / product name	Product number / specification number	Compliances of Mandatory Certification
	1	2	3	4
1.	Desktops			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 JVVNL reserves the right to select any brand / product no. from the alternatives given by the bidder on the quoted rates.

**ANNEXURE 6: CONFIRMATION OF “NO DEVIATION” IN TECHNICAL /
COMMERCIAL TERMS AND CONDITIONS OF THIS TENDER**

(To be furnished on Bidder’s Letterhead.)

Bidder's Name & Address:

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

Dear Sirs,

Sub: Confirmation for “No Deviation” in Technical / Commercial terms & conditions of “ **For SUPPLY AND INSTALL DESKTOP COMPUTERS WITH POST INSTALLATION SUPPORT AT VARIOUS OFFICES OF JAIPUR DISCOM**” TN-86.

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

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

ANNEXURE 7: SCHEDULE OF COMPLETION

S. No	Particular of activity	Time schedule desired	Time Schedule quoted
1.	Completion of supply	Within 30 DAYS from the date of work order	

Note: Time schedule quoted more than desired time schedule will be treated as deviations

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

ANNEXURE 8: UNDERTKAING FOR VARIOUS INFORMATION FURNISHED

(To be furnished on Bidder's Letterhead)

Bidder's Name & Address:

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

Dear Sir,

Sub: Undertaking for various information against TN-86.

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

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

ANNEXURE 9: BIDDERS'S AUTHORIZATION CERTIFICATE

(To be furnished on Bidder's Letterhead.)

To,

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

[Reference No.]

I/ We <Name/ Designation> hereby declare/ certify that <Name/ Designation> is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIT reference No. _____ dated _____. He/ She 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 / valid power of attorney in favour of person signing this authorizing letter.

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

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

ANNEXURE 11: FORMAT OF BANK GUARANTEE FOR EMD

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

Bank Guarantee No.:

Date:

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

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

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

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

THE CONDITIONS of this obligation are:

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

(ii) To furnish the required performance security, in accordance with the Tender document. Or

(5) In any other case specifically provided for in the Tender document.

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

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

For and on behalf of the Bank

[Signature of the authorised signatory (ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel. _____

Mobile_____

Fax Number_____

Email _____

Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel. _____ Mobile_____

Email _____

Note:

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

Quote

“Notwithstanding anything contained herein:

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

ANNEXURE 12: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Will be provided to the Successful Bidder

ANNEXURE-13: SELF DECLARATION-NO BLACKLISTING

(To be furnished on company letterhead)

To,

The Superintending Engineer (IT),
Jaipur Vidyut Vitran Nigam Limited,
Old Power House Premises,
Near Ram Mandir, Banipark,
Jaipur-302006

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 by any of the Central/State power utilities in India 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-14: QUALIFICATION REQUIREMENT

The Bidder must possess following credentials prescribed as Pre-Qualification Criteria. If any bidder fails to fulfil 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.

Sr.	Qualification requirement	Supporting Documents Required	Document attached (Y/N) and Page No. if (Y)
1	The bidder shall be a registered firm /partnership Firm in India under the Indian Companies Act-2013 with latest amendments OR Registered with MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.	Copy of Self-Attested Incorporation Certificate, MOA & AOA in case of Company OR Registration Certificate with MSME Deptt.	
2	The Bidder should be original equipment manufacturer (OEM) for Desktop or premium partner / authorized reseller of the Desktops in India. The Bidder must be in position to provide support / maintenance / up gradation during the period of contract.	Bidder, be it OEM or premium partner /authorized reseller, to submit a letter of authorization / Manufacturer Authorization Form (MAF).	
3	The OEM shall have facility of Service centres of the offered make Desktops in District Headquarters of Jaipur Discom Area.	The bidder should furnish the list & address of Service centres.	
4	The OEM should provide the 5 years warranty.	The bidder should submit the attested letter of OEM confirming the five years warranty.	

5	The Bidder should have an average Annual Turn Over of Rs. 8 Lacs. during the last three financial year.	The bidder should submit Copy of the audited statement of accounts (P&L Account & Balance Sheet) duly certified by the Chartered Accountant along with certificate stating the Turnover as a proof.	
6	The bidder/OEM should have been supplied at least 20 sets of Desktops in last 3 FY to any Central Govt./ State Govt./PSU /utility.	The bidder/OEM should submit copy of Work orders and work completion certificates.	
7	The OEM/Bidder should be an ISO 9001:2000 certified company. Latest Valid ISO Certificate of the Desktops – manufacturing / Assembly / integration / Delivery /installation / maintenance facilities should be submitted.	OEM/Bidder should furnish an ISO 9001:2000 certificate.	
8	The OEM/ bidder should submit a certificate, certifying that all the components/parts/assembly/ software quoted/ used in the desktops were original/new components/parts/ assembly/software, and that no refurbished/duplicate/ second hand components/parts/assembly/software were being used or would be used.	The bidder shall furnish a Self-Declaration on the letterhead	
9	The bidder should have registered positive net profit (after tax) in at least one year in the last three Financial Years (2016-19). Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable. Bidders who are yet to publish their audited document for the year 2018- 19, must submit the	The bidders should furnish documentary proof.	

	provisional/CA certified results for the FY 2018-19.		
10	The bidder should not have been blacklisted from the Government of Rajasthan or Rajasthan Discoms as on date of bidding.	The bidder shall furnish a Self-Declaration for No Blacklisting on letterhead.	

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

ANNEXURE-15: FORMAT FOR FINANCIAL BID SUBMISSION

(The BOQ excel file is to be filled)

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

- i) The format enclosed herewith is to be used to quote the price. No other format shall be used.
 - ii) The price bid in the other formats may be rejected.
 - iii) No cover letter is required to be enclosed with the price bid.
 - iv) The total quoted price should be exclusive of all taxes and duties as per the prevailing taxes and duties with the details of applicable taxes. In case of any variation in taxes and duties or introduction of new taxes and duties/ statutory variations, the same will be in JVVNL account.
 - v) The quoted price includes the expenditure towards warranty for 5 years.
 - vi) 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.
- Price schedule is for reference purpose only. Bidder has to quote the price in BOQ.xls only.

Note: Please do not fill the prices here.

S.No.	Particular of Activity	Qty	Per Unit Price (In Rs.)	Total Price Without Tax (In Rs.)
1	Supply of Desktops with 5 years warranty	50 Nos.		

Note- The quoted prices are exclusive of applicable GST/Service tax and any statutory variation and imposing new tax by government shall be Bourne by JVVNL.

Name: _____
[Authorized Signatory]