



**JAIPUR VIDYUT VITRAN  
NIGAM LTD.**



## RFP TN-87

**To provide MPLS / IP -VPN  
Communication Service at  
DMS Control Centre / RTU  
and GPRS Connectivity  
Service at FRTU for SCADA in  
Jaipur City against TN-87**

### Purchaser:



**Jaipur Vidyut Vitran Nigam Ltd, Jaipur**

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

**NOTICE INVITING TENDER**

**Reference No: TN-87**

Jaipur Vidyut Vitran Nigam Ltd. [“JVNL”/ “Jaipur Discom”] invites bids from competent Agency and eligible agency for work of “**To provide MPLS / IP-VPN Communication Service and GPRS Connectivity Service for SCADA in Jaipur City**”.

The contract period shall be initially for **Three** years extendable on yearly basis subject to satisfactory SLA. The contract period may further be extended up to **Two** years as per mutual agreement.

Mode of Bid Submission	Online through e-Procurement/e-Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Tendering Authority	Superintending Engineer (IT) Jaipur Vidyut Vitran Nigam Ltd. Old Power House, Banipark, JAIPUR-302006.
Estimated cost of Project per annum (Approx.)	Rs. 2.5 Cr
Contact Persons	Mr. Ashok Kumar Tyagi, SE (IT) E-mail - <a href="mailto:seit@jvnl.org">seit@jvnl.org</a> Office: 0141-2200972
Submission of Banker’s Cheque/ Demand Draft for <b>Tender Document Fee (including GST@ 18%)</b> with AO (IT&RE) in favour of AO(IT&RE), JVNL, Jaipur (non-refundable), payable at Jaipur, Rajasthan	Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty Only)
Submission of Demand Draft for <b>e-Tender Processing Fee (including GST@ 18%)</b> with AO (IT&RE) in favour of M.D, RISL payable at Jaipur(non-refundable)	Rs. 1180/-
Submission of <b>Earnest Money through DD</b> in favour of AO (IT&RE), JVNL or Bank Guarantee from schedule bank in the name of SE (IT), JVNL.	Rs. 5 Lacs ( Rs. Five Lacs )
Publishing Date/Time	04.10.2019 at 18.00 Hrs.
Submission Date for Banker’s Cheque/ Demand Draft / BG for Tender Fee, EMD, and Processing Fee.	The deadline for submission of proof is Bid Submission Deadline. The Bidder can submit the proof before the deadline. The Bidder has to attach the scan of receipts with online bids.
Bid submission Last Date/ Time	07.11.2019 at 13.00 Hrs
Date & Time of Opening of Technical Bids	07.11.2019 at 15.00 Hrs on <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
Date & Time of Opening of Financial Bids	To be intimated later
Websites for downloading Tender Document, Corrigendum’s, Addendums etc.	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> . <a href="http://www.jaipurdiscom.com">http://www.jaipurdiscom.com</a>

Bid Validity	<p><b>Bid Validity:</b> 90 Days from the date of Financial Bid Opening</p> <p><b>EMD Validity:</b> 180 days from date of Technical Bid opening. If required, the same shall be requested to be extended.</p>
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The prospective bidder should have the necessary competence, adequate financial standing, sufficient experience, expertise as per Qualification Requirement detailed in this document.

The work involves **“To provide MPLS / IP -VPN Communication Service and GPRS Connectivity Service for SCADA in Jaipur City”** as per details in this document.

**NOTE:**

1. The bid shall only be submitted through online tendering system of [www.eproc.rajasthan.gov.in](http://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](mailto: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](http://www.jaipurdiscom.com) and <https://www.eproc.rajasthan.gov.in> for the purpose of downloading.
6. The downloaded tender document shall be considered valid for participation in the bid process subject to submission of required Tender fees, e-Tender Processing Fee & EMD as mentioned in the NIT Section table. A copy of receipt of the tender fees, e-Tender Processing Fees & EMD must be enclosed along with the Technical bid/ proposal failing which the bid will be summarily rejected. The last date of submission of these Original instruments is mentioned in the NIT Table. The Bidder must take due care in submitting the instruments and collecting receipts from Jaipur Discom so that the Originals are submitted in hard copy and receipt scans are uploaded with the Technical Bid, before the Bid Submission Deadline.

7. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally by the Bidder. The Technical and Financial Bid which is uploaded on eproc portal must be signed and stamped on each relevant page by the designated Authorized Representative of the bidder. The name, designation and authority of the designated Authorized Representative of the Bidder shall be stated in the Bid.
8. No contractual obligation whatsoever shall arise from the tender document/bidding process unless and until a formal contract is signed and executed between the Discom and the successful bidder(s).
9. 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 bids.
10. Bids will be considered only in the prescribed manner. Bids not submitted in the prescribed format will be summarily rejected without further evaluation.
11. Copies of various documents to be enclosed along with the bids must be legible and be self-attested by the authorized signatory with official seal. Claims made by bidder related to the project experience and other requirements shall be considered only when appropriate supporting documents are provided.
12. All the communication/correspondence including the Bid (Technical and Financial Bid) must be signed and stamped on each page by the designated Authorized Representative of the bidder failing which the bid will be summarily rejected.
13. The Bids can be submitted up to date and time given as specified in the NIT Table.
14. The complete bidding process is defined in the tender document.
15. In case, a bidder imposes conditions which are in addition or at variance or in conflict with the terms and conditions as specified in this tender document, all such bids will be summarily rejected.
16. Tendering Authority reserves the complete right to accept or reject in part or full any or all the bids without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/ rejected by the tendering authority.
17. In case, a dispute arises with regard to interpretation/ omission/ error in this tender document, bid submitted, other documents; the decision of SE (IT), JVVNL, JAIPUR will be final and binding upon the bidders.
18. Interested bidders may obtain further information from the office of **The Superintending Engineer (IT), Jaipur Vidyut Vitran Nigam Ltd, Old Power House Banipark, and Jaipur** on any working day between 10:00 AM to 6:00 PM.
19. **BSNL/MTNL/RailTel/Govt. organizations/PSU Companies situated in Rajasthan etc. are exempted from furnishing EMD.**

**Superintending Engineer (IT)**  
Jaipur Vidyut Vitran Nigam Ltd.

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## SECTION – I INTRODUCTION & OBJECTIVE

Ministry of Power, Govt. of India, has launched the Restructured Accelerated Power Development and Reforms Programme (R-APDRP) in the XI Five year Plan. Under R-APDRP program, SCADA/DMS system was covering urban areas /towns/ cities having population of more than 4,00,000 & 350MUs annual input energy. As per the R-APDRP Guidelines of Gol, In Jaipur Discom 2 towns have met above qualification criteria and SCADA/DMS scheme was implemented in these towns. The eligible towns were Jaipur and Kota under JVVNL.

Jaipur Vidyut Vitran Nigam Ltd. (JVVNL is engaged in the business of distribution and supply of electricity in 12 districts of Rajasthan, namely Jaipur, Dausa, Alwar, Dholpur, Kota, Bharatpur (Except Distribution Franchisee Area ) , Bundi, Baran, Jhalawar, Sawaimadhopur, Tonk and Karoli.

### **Objective**

**To provide MPLS / IP - VPN Communication Service and GPRS Connectivity Services Under SCADA Implementation in Jaipur City, Rajasthan under RAPDRP Part A.**

Jaipur Vidyut Vitran Nigam Limited (JVVNL or Jaipur Discom) has awarded the work for SCADA Implementation in Rajasthan under RAPDRP in identified eligible two cities i.e. Jaipur and Kota upon existing vendor (SCADA / DMS Implementation Agency-SIA), under the RAPDRP Part-A, vide LOA NO: JPD/SE/IT/D.428 dated 31-08-2012. The SCADA/DMS has been implemented and operational since last 3 years with SIA provided Network Service Provider.

Jaipur Discom invites the fresh bid for the Network Bandwidth and GPRS Connectivity Services for successful continuous operation of the SCADA/DMS System IN Jaipur area.

The bidder is required to offer Network Bandwidth and GPRS Connectivity Services for existing SCADA locations for successful operation in the Jaipur city project area.

**SECTION- II QUALIFICATION REQUIREMENTS (QR)**

The minimum requirement with respect to experience, capability and other particulars of the Bidder to be considered eligible for participation in the bid for the proposed work. The BIDDER shall be considered responsive only on satisfying the following “Qualification Requirements” and on production of the required documentary evidences along with the Tender. Detailed PQR is available

Sr.	Criteria	Supporting Documents Required
1	Proposals shall be submitted by an individual Bidder or through consortium.	Self-Declaration / Consortium undertaking
2	This invitation for bidders is open to Category “A” ISP unified license from Govt. of India which should remain valid during complete period of contract  Bids can also be submitted by Consortium of the Lead bidder having adequate experience. The bidder (in case of consortium lead bidder and co bidder both) should be a registered firm / company in India under the Indian Companies Act-2013 with latest amendments.	Copy of Self-Attested Incorporation Certificate, MOA & AOA in case of Company.  Appropriate Legal MoU and agreement between lead bidder and co-bidder should be submitted with RFP documents (in case of consortium)
3	The bidder should have not been blacklisted, banned or debarred from participation in Discom Tenders.  And Has not been terminated or suspended from work under any contract with Government/ Government agency/ Bank/ Institution in India and their performance guarantee/ security forfeited due to violation of terms.  And Any existing connectivity provider must enclose a satisfactory SLA report signed by concerned JVVNL official.	Undertaking to this effect to be submitted by the bidder (in case of consortium lead bidder and co bidder both) on Stamp paper of INR 100.  And Attach satisfactory SLA report of Discom.
4	The bidder / Lead Bidder ( in case of consortium ) should be operational with Category Class A ISP License from at least past Three Years.	Copy of ISP License to be submitted with relevant operational experience.
5	The bidder / Lead bidder ( in case of Consortium ) must have its Support office in Discoms HQ, Jaipur with its operational NOC in Rajasthan	Self-Declaration
6	The Average Turnover for last three financial years (i.e. 2015-16 2016-17, and 2017-18) of t bidder/ Joint bidders (combined Turnover in case of consortium) should be more than Rs. Three Crore	<ul style="list-style-type: none"> <li>Copy of the audited statement of accounts (P&amp;L Account &amp; Balance Sheet) duly certified by the Chartered Accountant along with certificate stating the</li> </ul>

		<p>Turnover shall be submitted as a proof.</p> <ul style="list-style-type: none"> <li>• Adequate proofs as mentioned above duly certified by Chartered Accountant to be provided.</li> </ul>
7	<p>The Bidder/ lead bidder (in case of consortium) shall have positive net Worth as on 31st March, 2018 as the case may be.</p>	<p>Adequate proofs duly certified by Chartered Accountant to be provided.</p> <ul style="list-style-type: none"> <li>• Note: Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.</li> </ul>
8	<p>The bidder and Lead bidder (in case of consortium) should be in this line of activity and should have executed similar projects in at least for two government organizations/ PSU/ Banks in India. The orders may have been directly or indirectly awarded to the Lead bidder (in case of consortium) for providing Telecom Services to the Government Organization / PSU / Banks.</p>	<p>Copy of Work Orders / Purchase order needs to be submitted. Further certificate of satisfactory operation signed by officer not below than the rank of Work Order Issuing Authority should also be provided for order in force.</p>

- i. It is clarified that the Bid of those bidders who do not fulfil the following requirements shall be considered as disqualified. It is also intimated that merely meeting the following qualification requirements does not indicate that the Bidders shall be short listed for opening of financial bid. The technical solution proposed by the Bidder must commensurate with the requirements laid down in the Tender document.
- ii. The short listing shall be made considering all the technical parameters furnished by the bidder along with the technical offer.
- iii. Qualification will be assessed upon meeting all the qualification criteria regarding the applicant's general and particular experience, personnel capabilities, infrastructure availability, financial position, system proposed, methodology and plans to be adopted as detailed in the Bidder's Technical Bid.
- iv. Successful Bidder will have to enter into Contract Agreement with the Jaipur Discom on Non-Judicial stamp paper worth Rs. 5000/- (Rupees Five Thousand only) of Rajasthan State to be known as "Contract Agreement" setting out all terms, and conditions including those mentioned in the terms & conditions for the proposed work.
- v. Bids may be submitted by Bidders following the under-mentioned structures:
  - a) A single firm, which meets all the qualification requirements as mentioned in QR.
  - b) A joint venture/ consortium of upto two firms where firms shall meet the qualification requirements as mentioned below jointly:
    1. If the bidder forms a Consortium, it must satisfy the qualification criteria mentioned below for which purpose, the relevant figures shall be provided for each of the partners and total of these figures added together shall be considered to arrive at the Consortium's capacity and capability as per manner defined here under.
    2. The lead member of the consortium will be designated who shall be in-charge on behalf of the Consortium. The Lead member shall have due authorization with a power of attorney on non-judicial stamp paper of value of Rs. 500/- and the same shall be



submitted with the bid from the Consortium members. The lead member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all Consortium members for the entire execution of the job and dealing shall be done exclusively with the lead member-in-charge. He shall also be authorized to receive payments on behalf of all members.

3. In case of such Consortium becoming a successful bidder, the Contract shall be signed so as to be legally binding on all members of the consortium. All members of the consortium shall, however, be liable jointly and severally for execution of the job and fulfilling the terms and conditions of the agreement.
4. No Consortium shall be considered as valid unless each member has specific segregation of duties.

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

**SECTION –III INSTRUCTION TO BIDDER**

**1. GENERAL INSTRUCTIONS**

- 1.1. Tendering authority will receive bids in respect of services as set forth in the accompanying Tender document.
- 1.2. All bids shall be prepared and submitted in accordance with these 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.
- 1.7. The works referred herein shall cover the entire scope of the proposal which include commissioning and erection of equipment including the successful completion of performance and guarantee tests which the Discom desires to get executed.

**2. FIELD CONDITIONS**

- 2.1 The geographical conditions across the Discom are not same and have 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 is to be executed within the ordered price.

#### **4. PREPARATION OF BIDDING DOCUMENT**

##### **4.1. EARNEST MONEY DEPOSIT (EMD):**

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

##### **4.2. TENDER DOCUMENT FEE & TENDER PROCESSING FEE**

The bidders are permitted to download the bid document from websites <https://www.eproc.rajasthan.gov.in>, [www.jaipurdiscom.com](http://www.jaipurdiscom.com) but must pay the cost of Tender document fee and e-Tender processing fee as mentioned in NIT table within the stipulated date & time in the office of Accounts Officer (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**

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.

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

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

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**

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

Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the Tendering Authority shall not be considered.

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

**5.3. AMENDMENT OF TENDER DOCUMENT**

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

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

To give prospective Bidders reasonable time to take a Corrigendum/Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.

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

#### 5.4. DEVIATION FROM BID DOCUMENTS

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

### 6. **SUBMISSION AND OPENING OF BIDS**

#### 6.1 COST OF BIDDING

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

#### 6.2 LANGUAGE OF BIDS

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

#### 6.3 BIDS ARE TO BE SUBMITTED IN TWO PARTS

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

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

- a) Cover 1: Fees (to be uploaded in pdf format)
  - (i) Copy of receipt of submission of Tender document fees
  - (ii) Copy of receipt of submission of Tender processing fee
  - (iii) Copy of receipt of submission of EMD
  
- b) Cover 2: Techno-Commercial Bid (to be uploaded in pdf format):
  - (i) Complete Technical Bid comprising information in specified formats and schedules (Except the price schedule) including details & design of the proposed system(s) to meet out the work requirement together with its capabilities.
  - (ii) Supporting documents to ascertain the eligibility / qualification as per the QR requirements of this tender

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

6.3.3 **Part- B (Financial Bid):** The Financial Bid is submitted in excel file of BOQ as per **Annexure-19**. 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 submitted on e-portal with the formats and schedules given in the Tender document duly filled in. The completed formats and schedules shall be considered as part of the contract documents in case the same Bidder becomes Successful Bidder. The Bids which are not in conformity to the schedules and formats of the Tender document may not be considered.

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

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

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

6.5.5 The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any doubt and further may result in rejection of such Bid.

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

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

#### 6.6 ALTERNATIVE BIDS

Alternative bids shall not be considered at all.

#### 6.7 BID PRICES

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

13.1. The prices quoted in BOQ.xls should be exclusive of all service tax / GST and other

government levies as applicable but have to explicitly specify applicable rate of taxes in financial offer declaration. These rates of applicable taxes and Govt. Levies shall be revised as and when updated.

- 13.1. The bidder will furnish the break-up of the quoted price in Financial Bid according to the price BOQ attached in Excel format, indicating rate and type of each tax clearly, as per the rates prevailing within 7 days before the bid date. Any statutory variation and imposing of new tax by government subsequent to bid submission/currency of Contract shall be on Discom account.
- 13.1. The quantity of total no. of connectivity mentioned is on average basis and may increase or decrease. However the monthly payment shall be made as per the actual no of connectivity at the end of the month for which system generated report shall be submitted.

#### **6.8 TAXES AND DUTIES**

- 13.1. The prices should be exclusive of all duties/taxes/levies etc., prevailed at the time of submission of bid. As responsibility for exclusion all applicable taxes/duties/levies in the proposal lie with the bidder and as such Jaipur Discom shall not be responsible for any error/omission on your part.
- 13.1. For goods supplied from outside the Purchaser's country, you shall be entirely responsible for all taxes, duties, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 13.1. For goods supplied from within the Purchaser's country, Supplier shall be entirely responsible for all taxes, duties, entry tax, license fees, other levies, etc., incurred until delivery of the Goods and Related service to the Purchaser. The Purchaser will not provide Central sales tax Form "C" or "D" / VAT declaration form, whenever applicable.
- 13.1. The cost of Entry Tax as applicable will be the liability of the Supplier i.e. the price quoted will be exclusive of Entry Tax. The amount of Entry Tax will be deducted from the Supplier's invoice and remittance to tax dept. will be made by the Purchaser under the TIN number of Purchaser. If any liability is raised by the commercial tax department, Govt. of Rajasthan on account of Entry Tax at a later date, the same shall be on the Supplier's account and accordingly recovery shall be made from the supplier's pending bills/security deposit as available with the Purchaser
- 13.1. The duties / Taxes / levies etc. may be indicated individually in the bill while claiming the payment.

#### **6.9 Price Variation**

On request of firm with supporting documents the price variation shall be applicable as per any changes in the norms given by Govt. of India/Govt. of Rajasthan affecting the offered price against the unit rates mentioned in the Contract/Work Order.

After mutual consent on terms and conditions and approval from SE (IT). The revised rates shall be applicable for ensuing months only.

In this regard SE (IT)/ Nodal Officer shall issue notification to all payment authorities.

**7. PERIOD OF VALIDITY OF BIDS**

- 7.1 The submission of any Bid connected with this Tender document shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Jaipur Discom for rejection of his bid. Jaipur Discom shall always be at liberty to reject or accept any Bid or Bids at its sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against any Discom.
- 7.2 The bid validity period is provided in the table mentioned in the NIT section. Bids mentioning a shorter validity period than specified are likely to be summarily rejected.
- 7.3 Tendering Authority may ask for extension in validity period. The Bidder will be at liberty to accept it or not. In case Bidder agrees to extend the validity period without changing his original offer, he will be required to extend validity period of the Bank Guarantee submitted against the EMD suitably.

**8. SIGNATURE OF BIDDER**

- 8.1** The bid must contain the name, address and place of business of the Bidder and must be signed and sealed by the designated Authorized Representative of the Bidder. The name of such person should also be typed or printed below the signature.
- 8.2** Bid by a partnership firm must be furnished with full names of all partners.
- 8.3** Bids by corporation/ company must be signed by the Authorized representative of the Bidder with the legal name of the corporation/ company.
- 8.4** Satisfactory evidence of authority (Power of Attorney) of the person signing on behalf of the Bidder shall be furnished with the bid.
- 8.5** The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 8.6** Bids not conforming to the above requirements of signing shall be disqualified.

**9. DELAY IN BID SUBMISSION**

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

**10. RECEIPT OF BIDS**

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

**11. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS**

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

**12. BID OPENING**

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



### 13. EVALUATION AND COMPARISON OF BIDS

#### 13.1 Two Bid System

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

#### **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.

#### **2<sup>nd</sup> 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

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”.

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.

### **13.2 GUIDING PRINCIPLE FOR EVALUATION OF BIDS**

- 13.2.1 The tendering authority shall determine to its satisfaction whether the bidder has submitted the substantially responsive bid and is qualified to perform the Contract satisfactorily.
- 13.2.2 The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder.
- 13.2.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the tendering authority shall proceed to the next best Bid.
- 13.2.4 The Tendering Authority, in observance of best practices, shall:
- i. Maintain the bid evaluation process strictly confidential as per the details mentioned in Clause 13.3 below.
  - ii. Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
  - iii. Strictly apply only and all of the evaluation and qualification criteria specified in this Tender document.

### **13.3 CONFIDENTIALITY**

- 13.3.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award.
- 13.3.2 Any attempt by a bidder to influence the tendering authority or other officials of Discom in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions shall result in the rejection of his bid.
- 13.3.3 From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Tendering Authority on any matter related to the Bidding process, he is allowed to do so in writing.

### **13.4 DETERMINATION OF RESPONSIVENESS**

- 13.4.1 The determination of the responsiveness of a bid would be based on the contents of the information furnished by the Bidders in the Bid.
- 13.4.2 A responsive bid would be the one that meets the requirements of the Tender document without material deviation, reservation, or omission where: -
- i. "Deviation" is a departure from the requirements specified in the Tender document.
  - ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender document.
  - iii. "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.
- 13.4.3 A material deviation, reservation, or omission is one that,
- i. If accepted, would: -
    - a) Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Tender document; or

- b) Limits in any substantial way, inconsistent with the Tender document, the Tendering Authority's rights or the bidder's obligations under the proposed Contract; or
  - ii. If rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.
  - iii. Dilute the Qualification requirements mentioned in this Tender document.
- 13.4.4 The Tendering Authority shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Tender document have been met without any material deviation or reservation.
- 13.4.5 The tendering authority shall compare all responsive bids to determine the best bid, in accordance with the provisions of this Tender document.

### **13.5 NON-MATERIAL NON-CONFORMITIES**

- 13.5.1 Provided that a bid is substantially responsive, the Tendering Authority may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- 13.5.2 Provided that a bid is substantially responsive, the Tendering Authority may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Financial Bid. Failure of the bidder to comply with the request may result in the rejection of its Bid.

### **13.6 DISQUALIFICATION**

- 13.6.1 Tendering authority may at its sole discretion and at any time during the processing of bid, disqualify any bidder/ bid from the bid process if the bidder: -
- i. Any action on the part of the bidder to revise the rates/prices and modification in technical or commercial substance of Bid, at their own.
  - ii. Submission of any supplementary information unless & otherwise asked for at his own instance after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bid to the 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 furnishing the desired information in the desired format the bid/offer may be rejected/non-responsive.
  - v. In case of bidder not able to produce the original certificate(s) as asked by Tendering Authority, the bid/offer may be rejected/non-responsive.
  - vi. In case of bidder not adhering to the format of financial offer given with this document the bid / offer may be rejected / non-responsive.
  - vii. In case of any foot note or explanatory statement in the financial offer the bid/offer may be rejected/non-responsive.

- viii. In case of any cover letter with financial offer comprising any supplementary statement or discount or any condition the bid / offer may be rejected / non-responsive.
- ix. In case of any mis-apprehension at bidder level which may lead to wrong price bidding, 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.
- x. Does not meet the Qualification Requirement (QR) as mentioned in the bidding document.
- xi. During validity of the bid or its extended period, if any, increases his quoted prices.
- xii. Has imposed conditions in his bid.
- xiii. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- xiv. Has been terminated or suspended from work under any contract within Indicator outside India and their performance guarantee/ security forfeited due to violation of terms. If bidder hides any facts in this regard an appropriate action shall be taken and EMD shall be forfeited.
- xv. Has submitted bid which is not accompanied by required documentation and EMD/Tender document fees/Processing fees
- xvi. Has failed to provide clarifications related there to, when sought.
- xvii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.

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

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

## 14 **AWARD OF CONTRACT**

### 14.1 **ACCEPTANCE OF THE TENDER/BID AND NOTIFICATION OF AWARD**

14.1.1 However the Discom reserves the right to award the Contract of any package to any Technically Qualified Bidder on L1 price and declare such Bidder as successful Bidder.

14.1.2 If such Successful Bidder is unable to submit the required documents and to sign the Contract with the Jaipur Discom, it shall be rejected with forfeiture of its EMD and offer may be extended to the L2 Bidder and so on.

- 14.1.3 After the selection of the Successful Bidder by the Tendering Authority within the validity period of Bid, the Tendering Authority shall inform such Bidder in writing by issuing Letter of Intent (LOI).
- 14.1.4 The Successful Bidder shall send an acknowledgement the LOI to the Discom, post which Discom shall prepare and send a detailed work order to the Successful Bidder. In case, the Successful Bidder refuses at the issue of LOI, the intent to perform the scope of work, it shall be rejected with forfeiture of its EMD and offer may be extended to the L2 Bidder and so on.
- 14.1.5 Jaipur Discom shall issue Work Order to the Successful Bidder for respective package requiring to do the following things within specified timeline. If the Bidder fails to do the following things within specified timeline, EMD of such Bidder shall be forfeited and Tendering Authority and Discom may consider the next ranked bidder.
- 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.
  - Submission of Performance Guarantee as required to be submitted under the Contract within 15 working days.
  - Signing of the Contract (based on the terms & conditions of this Tender Document) with the Jaipur Discom within 15 working days after issue of Contract format by Jaipur Discom to the Successful Bidder. In case any of the party (Discom and the Successful Bidder) is unable to sign the Contract within 15 working days, it shall inform the other party in advance regarding the same along with the reason and suitable time for signing of the Contract.
- 14.1.6 Decision on bids shall be taken within original validity period of offers which shall be kept up to 90 days from the date of opening of financial bids. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.
- 14.1.7 The EMD of the other bidders shall be refunded after the execution of the contract by the Jaipur Discom with the successful bidder and his Contract Performance Security is received by the Jaipur Discom.
- 14.1.8 Until a formal Contract is prepared and signed, the Work Order/ LOI shall constitute a binding Contract.

## **15 SIGNING OF CONTRACT**

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

## **15.2 RESERVATION OF RIGHTS**

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

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

## **15.3 LACK OF COMPETITION**

A situation may arise where, after evaluation of Bids, the Tendering Authority may end-up with one responsive bid only. In such a situation, the contract may be placed to that bidder by the Tendering authority, provided the quoted price is reasonable.

## **15.4 General**

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

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

15.4.3 Jaipur Discom does not bind itself to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.

15.4.4 The fact of submission of bid to the Jaipur Discom shall be deemed to constitute an agreement between the Bidder and Jaipur Discom whereby such bid shall remain open for acceptance by the Jaipur 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 Jaipur Discom, he shall be bound by the terms of agreement constituted by his bid and such acceptance thereof by the Jaipur Discom, until formal contract of the same bid has been signed between him and Jaipur Discom in replacement of such agreement.

15.4.5 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.

15.4.6 Jaipur Discom will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.

15.4.7 Telex, Telegraphic or Fax bids shall not be acceptable.

15.4.8 Jaipur Discom reserves the right to:

- a. Amend the scope of the proposed contract.
- b. Reject or accept any bid.
- c. Cancel the bid process and reject all applications.
- d. Vary the area.
- e. Jaipur Discom shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.

### **15.5 Non conformity, errors, and omissions**

If the Financial Bids of Technical Qualified bidders are opened, the Jaipur Discom will correct arithmetical errors during evaluation of Financial Bids on the following basis:

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

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

- Except as provided in sub-clauses (1) to (3) herein above, Tendering Authority shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.
- If the bidder does not accept the correction of errors, its Bid shall be disqualified and its EMD shall be forfeited.

## SECTION- IV TERMS & CONDITIONS

The Terms and Conditions of the contract shall prevail and shall be binding on the Agency and any change or variation expressed or impressed howsoever made shall be in operative unless expressly 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:**

- a. In constructing these general conditions and the annexed specification, the following words shall have the meaning here in assigned to them unless there is anything in the subject of context in consistent with such construction.
- b. 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".
- c. The "Agency" shall mean the Bidder whose Bid has been accepted by Discoms and shall include its heirs, legal representative, successors and assignees approved by the Discoms.
- d. The "Chairman" shall mean the Chairman, Discoms (Jaipur Discom/Ajmer Discom/Jodhpur Discom).
- e. The "SIA" shall mean Scada/DMS Implementation Agency.
- f. The "NBSP" shall mean Network Service Bandwidth Provider.
- g. The "Managing Director" shall mean the Managing Director, Jaipur Discom.
- h. The "Engineer" shall mean the Chief Engineer, Dy. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, Discoms or other Engineer or Officer for the time being or from time to time duly authorized and appointed in writing by the customer to act as engineer or Inspector for the purpose of the contract. In case where no such engineer has been so appointed, the word "Engineer" shall mean the Discoms or his duly authorized representative.
- i. "Works" mean and include the work or works to be done by the Agency under the contract.
- j. 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 Discoms.
  - ix. The agreements to be entered as per Tender Document.
  - x. Requisite Power of Attorney in favor of the authorized signatory of the Bidder.
- k. The "Specification" shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.



- l. The Month shall mean, English calendar month i.e. period of 31/30 days and week shall mean a period of 7 days.
  - m. 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.
  - n. “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.
  - o. “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.
  - p. The “Contract Price” shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.
  - q. “Letter of Intent” Letter issued by Discom to the successful bidder informing him that the bidder is successful bidder.
  - r. “Work Order” shall mean the Discom’s 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.
  - s. “Writing” shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
  - t. The Word “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.
  - u. Works importing “PERSON” shall include firms, Companies, Corporations and other bodies whether incorporated or not.
  - v. Words importing the singular only shall also include the plural and vice version where the context requires.
  - w. 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 Jaipur Discom will issue Letter of Intent and subsequently a detailed Work Order to such bidder. A contract shall be entered into between Jaipur Discom and the successful bidder.
  3. **CONTRACT VALUE:** Contract Value shall be termed as total order value as quoted by the Successful Bidder in the Financial Bid.
  4. **CONTRACT PERIOD:** The contract period shall be initially for a period of three years from the date of award of contract. The contract period shall be extendable for further two years, on mutually agreed conditions.
  5. **IMPLEMENTATION PERIOD:** The implementation schedule shall be as per “Detailed Scope of Work” section of this document.
  6. **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 **inter-alia** 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.

**7. PERFORMANCE BANK GUARANTEE:**

1. A Performance Bank Guarantee equivalent to 5% of annual Contract 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 Security Deposit Cum Performance Bank Guarantee shall be valid for three months in addition to the entire contract period. In case if the successful bidder provides a Security Deposit Cum Performance Bank Guarantee for shorter duration (not less than 12 months) then it would be the sole responsibility of the Successful Bidder to get the Security Deposit Cum Performance Bank Guarantee extended well in advance to maintain the validity time. Jaipur Discom may invoke the Security Deposit Cum Performance Bank Guarantee without giving any information if validity of such Performance Security expires.
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.
3. If required by the NIGAM (i.e. Jaipur Discom), the validity of the Bank guarantee shall have to be further extended for such period as desired.
4. The Jaipur Discom shall at its sole discretion to invoke the Performance Security and forfeit the amount secured there under, in the event that if you commit any delay or default in Services rendered or commit any breach of the terms and conditions of the Contract or non-fulfilment of the contract.
5. If you fail to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the NIGAM shall be entitled to make other arrangements at your risk and expenses and the Bid Security deposited by the Contractor shall stand forfeited by the NIGAM.

**8. AGENCY TO INFORM HIM SELF 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.

## **9. CONTRACT DOCUMENTS**

The order placed under this Tender document shall be governed by the terms and conditions as incorporated in this Tender document and as given in the detailed work order. The terms and conditions as specified in this Tender document if differ from the terms indicated in the detailed work order the later shall prevail. The contract shall for all purposes be construed according to the Laws of India and subject to jurisdiction of Rajasthan Courts only. For the due fulfilment of the contract, the Agency shall execute the Contract in the prescribed form, in prescribed number of copies on Rajasthan State Non-judicial stamp paper bearing stamp duty as applicable. The expenses of completing and stamping the Contract shall be borne by the Contractor. Such Contract shall be executed and signed by the authorized signatory of the Agency on each page thereof. Such complete agreement form along with the contract documents together with a “Power of Attorney” in favour of the Executants shall be required to be returned to the Discom within a period of 15 days from the receipt of order duly signed on each page. One copy of the executed agreement duly signed by the Discom shall be sent to the supplier for his reference.

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.

## **10. CHANGE OF QUANTITY**

The Discom reserves the right to increase or decrease the quantities of items as specified in the Tender document as may be necessary, at the time of award of contract or during the execution of the contract. Any item can be deleted in total, if not required during execution.

### **10.1 RIGHT TO VARY QUANTITY:**

1. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

2. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under-

(a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and

(b) 50% of the value of goods or services of the original contract

**11. 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.

**12. COMPLIANCE OF LABOUR LEGISLATION:**

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

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

**13. 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.

**14. INSURANCE:** The agency at his own cost shall arrange, secure and maintain all insurance (Equipment & manpower) as pertinent to the works and obligatory in terms of law to protect its interest and interest of Discom against all perils. The validity of insurance shall be valid till expiry of contract

**15. 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 mas aforesaid from any money due or which may become due to the Agency or recover the same as debt from the Agency.

**16. LIABILITY FOR ACCIDENTS AND DAMAGES:**

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.
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.
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.
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.

**17. MAINTENANCE OF FACILITIES AND PERSONNEL:** The Agency shall maintain all requisite facilities independently for each packages of its own as required to carry out the work as per the Tender document.

1. The Agency shall provide and maintain a controlling office with requisite infrastructure at Discom's office with proper staff & facilities like telephone with fax, mobile phone, Internet etc.at its own cost and shall remain open at all reasonable hours to receive communications.
2. **PERSONNEL:** The Agency shall maintain supervisory and other personnel for efficient management of the work under contract. However this contract is on service model, Agency shall be responsible for smooth & timely execution of work by appointing sufficient number of manpower.
  - 17.2.1. Manager or an alternate shall be available for communication during all business hours.
  - 17.2.2. Agency shall not change the Manager/nodal officer, provided that he has not left the service.
  - 17.2.3. Agency shall immediately inform the Jaipur Discom about any change of personnel/contact numbers through Email and post.

- 17.2.4. Agency shall issue identification cards to all its personnel engaged in the work under the contract. The identification card duly signed by Sr. Manager of the agency shall be consisting of Resume and photograph of the concerned personnel along with name and logo of the agency.
- 17.2.5. For support, maintenance and complaint resolution, there shall be 2 persons available at Discom HQ for the period 8 AM to 8 PM. One dedicated telephone number will be given for complaint booking for 8 AM to 8 PM.
3. **NODAL OFFICER FOR EXECUTION OF PROJECT:** After award of contract, to interact between the field offices and Agency, Jaipur Discom shall appoint a Nodal Officer if required. Similarly, the Agency shall communicate the name of the authorized person(s) that would act as a Nodal Officer(s) from his side.
18. **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.
19. **ACCEPTANCE OF LOA:** The Agency will submit written unconditional acceptance of this LOA within 7(seven) days from date of issuance of the award. In case of non-compliance, Jaipur Discom reserves the right to cancel the LOA placed on Agency.
20. **CONTRACT AGREEMENT:**
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.
  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.
  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.
21. **SERVICE TAX /GST:** The rate quoted by the Bidder must be exclusive of applicable Service Tax/ GST as on date of Bidding.
22. **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:** 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.
- i) Certified further that we-----are registered as dealers in the state of-----under registration no. -----for the purpose of GST.
  - ii) 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.
- iii) 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.
- iv) In case the GST tax assessment of the supplier(s) become due become 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).

## 23. PAYMENT TERMS & PENALTIES

### 22.1 PAYMENT AND INVOICEING

- 23.1.1. The agency has to submit an invoice to the designated/Nodal officer of the Jaipur Discom to be intimated in work order in triplicate for the entire area of the scope on rates indicated in the Work Order Awarded. Uptime for each link shall be calculated monthly taking into account the deductions (if any) for monthly payments and you shall raise the invoices on basis of up time of link and the invoices and reports shall be certify from JVVNL and SIA. Quarterly payment shall be made as per actual volume, on submission of pre-receipted bill along with all the reports in CD/DVD containing details of service delivered by them to Nodal officer of JVVNL.
- 23.1.2. No invoice for extra work / change order on account of change order will be submitted by the agency unless, the said extra work / change order has been authorized / approved by the Purchaser in writing.
- 23.1.3. The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, accompanied by the documents submitted pursuant Clause.
- 23.1.4. If any excess payment has been made by the Purchaser due to difference in quoted price in proposal and Supplier's invoice, the purchaser may without prejudice to its rights recover such amounts by other means after notifying the Supplier or deduct such excess payment from any payment subsequently falling due to the Supplier
- 23.1.5. The currency in which payment shall be made to the supplier under this contract is Indian Rupees (INR).
- 23.1.6. The agency has to submit approval letter/ verification/reports of respective scope of work etc. along with the invoices and bank account details including name of bank, Branch address, IFSC Code & account no.
- 23.1.7. After placing Work Order and furnishing security/performance bank guarantee, the first notification to release payment shall be issued by the SE IT Jaipur, Discom subject to compliance of all the provisions of the RFP/Work Order/Contract Agreement.
- 23.1.8. Payment shall be made after deduction of SLA penalties. Payment shall be release on submission of invoice in triplicate address to SEIT JVVNL Jaipur and shall be released by Sr. AO (CPC) within 30 days. However the bidder shall also deposit the desired GST amount in advance and submit the same along with the invoice for which the payment shall also be reimbursed by Sr. AO (CPC).

**24. PENALTIES**

**23.1 LIQUIDATED DAMAGES:**

- 24.1.1. You shall be liable to the JVVNL for payment penalty as specified in the Service Level requirement.
- 24.1.2. If the service is not available within the 60 days of entering the contract to meet the minimum specifications as per the terms of the contract by the supplier or within 14 days of being informed in writing by JVVNL after above period or after service commencement, the JVVNL reserves the right to impose additional penalty apart from SLA as per the terms and conditions of LOA/Contract Agreement. In addition, JVVNL reserves the right to terminate the contract after giving 15 days prior notice and recover liquidated damages by forfeiting the performance guarantee submitted by Supplier.



24.2 SLA PENALTIES

Service	Parameter	Service Level	Validation	Penalty
MPLS / IP VPN, Internet, GPRS connectivity	Resolution of ticket logged related to networks	99% (or as per PO Placed)	Reports generated from Ticket logging system	<ul style="list-style-type: none"> <li>• Cost Deduction of 2% from monthly invoice amount (without GST/taxes) of Service Provider for each ticket logged</li> </ul>
	Internet Bandwidth at SCADA / DMS control Centre	Service Availability Uptime	Report generated via Online SLA Tool to be provided by Service provider & approved by JVVNL.	<ul style="list-style-type: none"> <li>• No Penalty above 99%</li> <li>• Cost Deduction from monthly invoice amount (without GST/taxes)                             <ul style="list-style-type: none"> <li>• 97%-99% @ 1%</li> <li>• 95%-97% @ 3%</li> <li>• 90% - 95% @ 5%</li> <li>• 85% - 90% @ 10%</li> <li>• 80% - 85 % @ 15%</li> <li>• 85% - 90% @ 10%</li> <li>• Below 80% @ 100%</li> </ul> </li> </ul>
	MPLS- / IP VPN Network Connectivity for SCADA/DMS Control Centre			
	MPLS / IP - VPN Network Connectivity of 2 Mbps (RTU, DC and DR etc.)			
	Network Connectivity Charges for FRTUs on (GPRS/4G Or Higher Version)			2% penalty on SIMs where data transfer is less than 15 days in a month.

The bidder is permitted to provide backup link from any other provider or any other technology to improve SLA at its own cost. Discom will not be liable to make any payment for the same.

These penalties shall be calculated on the basis of Online SLA tool data which to be developed by Service provider and approved by JVVNL. The uptime shall be measured on Monthly basis.

Note:

- Agency will have to enter into Service Level Agreement with the Jaipur Discom on Non-Judicial stamp paper worth Rs. 5000/- (Rupees Five Thousand only) of Rajasthan State to be known as "Service level Agreement" setting out all terms, and conditions including those mentioned in this terms & conditions for the proposed work.
- A designated team / person from Jaipur Discom will review the performance of the Supplier against the SLA for each month. The review / audit report will form the basis of any action relating to imposing penalty on or breach of contract by the Supplier.

## 25. **IMPLEMENTATION SCHEDULE**

1. **Commencement of Work:** You shall commence work after intimation by JVVNL
  2. **Completion of Work:** The work pertaining to the establishment of links across all the locations shall be completed within two months from the date of intimation by JVVNL and may be extended by MD, JVVNL as per requirement of the Discom at his sole discretion.
  3. **Date of Billing:** The date for billing for a link shall be from the date the link is successfully commissioned and accepted by JVVNL and other terms and conditions shall be governed as per original work order placed upon the contract.
  4. Contract period shall be 3 years from the date of award.
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 Jaipur City (Rajasthan) India. All disputes, differences questions whatsoever arising between the Discom and the agency upon or in relation to or in connection with the Contracts shall be deemed to have arisen in Jaipur City only and no court other than court at Jaipur, Rajasthan shall have jurisdiction to entertain or try the same.
28. **SETTLEMENT OF DISPUTES:** In any time any question, dispute or difference what so ever which may arise between Jaipur Discom and the Agency, the same shall be decided by CMD/MD of Jaipur Discom, or by the settlement committee constituted by him and shall be final and binding on both the parties.

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

1. Reference fee for CE level settlement committee - Rs. 500/-
  2. Reference fee for corporate level settlement committee-Rs. 3000/-
  3. Fee for review of cases by corporate level settlement committee- Rs. 5000/-
  4. The settlement committee fees as shown above or prevailing at that time shall be deposited in cash with the concerned AO (IT&RE).
- 28. CONDUCT OF AGENCY'S STAFF:** If any of the Agency's employees shall, in the opinion of Discom, is guilty of any misconduct or incompetence or negligence, then if so directed by Discom, the Agency shall at once remove such employee and replace him by an equally qualified and competent substitute.
- 29. LIEN:** In case of any lien or claim pertaining to the work and responsibility of the Agency for which Discom might become liable, it shall have right to recover such claim amount from the Agency.
- 30. INSPECTIONS AND TESTING:**
- The following clauses shall be applicable as per the requirement of this Tender Document**
1. Before commencement of operation, Discom, shall verify the infrastructure and equipment's or service as per the contract terms and specification subsequent to intimation by the agency.
  2. The agency has to arrange demonstration / Testing of system ascertaining compliances of various features of system or the entire solutions or service provided by it before deployment and incorporate requirements of Discom pertaining to work.
- 31. SUSPENSIONS OF WORKS:** Jaipur Discom shall not be liable to pay the Agency any compensation whatsoever arising from suspension of specified work or for idle labour.
- 32. DEATH BANKRUPTCY ETC.:**
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.
  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.

33. **GUARANTEE:** This contract is on service model hence the entire System should be guaranteed for satisfactory operation and good workmanship at least for initial period of 3 years from the date of work order. During the period of contract all the supply, operate, repair, replacement, maintenance cost of entire system shall be borne by contractor. Successful tenderer shall furnish documents related to the hardware and license certificates of the standard software an undertaking for the above, as well as all the related documents of the custom software. The guarantee in this respect shall be deemed extended in case the contract is renewed or extended for further period.
34. **RULES & REGULATIONS:** The job shall be carried out as per the Discom's rules & regulations which may be modified by Discom from time to time and would be intimated to the Agency for incorporating the same.
- The Agency will also follow the labour regulations and the directions of Government and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time.
35. **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.
36. **NON-ASSIGNMENT:** - The Agency shall not assign or transfer the contract or any part thereof to any other agency/ personnel during the contract period.
37. **EFFECTING RECOVERIES:** Any loss, arising due to non-fulfilment of this contract or any other contract, will be recovered from the Performance Security held and or any other amount due to the Agency from the Discom from this Contract as well as from other contracts.
38. **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.
39. **TERMINATION OF CONTRACT:** If the services of the vendor are not as per the awarded work for three consecutive months after commencement of work or non-response after 14 days' notice then Discom will have liberty to terminate the project. If ISP defaults below 75% SLA in more than 50% of RTU locations for more than 3 times in a FY then notice for termination of the contract shall be served.

Upon Termination of the Contract, the Supplier shall Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the Nodal officer of JVVNL (“Exit Plan”).

The order may be cancelled by JVVNL for Non-acceptance of LOA.

#### **40. EXIT MANAGEMENT SCHEDULE**

##### **40.1 Purpose**

- 40.1.1 This Schedule sets out the provisions, which will apply on expiry or termination of the Supplier.
- 40.1.2 In the case of termination of the Services and/or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- 40.1.3 The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

##### **40.2 Transfer of Assets**

- 40.2.1 Jaipur Discom shall be entitled to use the Assets for the duration of the exit management period, which shall be the six month period from the date of expiry, or termination of the Supplier.
- 40.2.2 Assets (software and hardware (excluding any rights associated with the site such as rental rights or ownership rights)), Supplier shall provide a complete and up to date list of the Assets within 30 days of such notice.
- 40.2.3 Upon service of a notice under this Article the following provisions shall apply:
  - 40.2.3.1 in the event, if the Assets to be transferred are mortgaged to any financial institutions by the Supplier, the Supplier shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to Jaipur Discom.

##### **40.3 Co-operation and Provision of Information**

During the exit management period:

- 40.3.1 The Supplier will allow Jaipur Discom access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Jaipur Discom to assess the existing services being delivered;
- 40.3.2 Promptly on reasonable request by Jaipur Discom, the Supplier shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the Services, Operation & Management and SLA relating to any material aspect of the services (whether provided by the Supplier or any associated entity). Jaipur Discom shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Supplier shall permit Jaipur Discom and/or its any nominated agency to have reasonable access to its employees and facilities as reasonably required by Jaipur Discom to understand the methods of delivery of the services employed by the Supplier and to assist appropriate knowledge transfer.
- 40.3.3 The Supplier shall ensure the transfer of knowledge of the infrastructure, services, processes, and changes from the personnel of the Supplier to the personnel of PMU or personnel/agency appointed by the PMU. This knowledge transfer is to ensure the smooth transition, operation and management of the Jaipur Discom so that the service delivery and quality is not impacted. The knowledge transfer process shall start 6 months prior to the exit management period and shall continue until it has been signed-off and approved as completed by the Nodal officer of Jaipur Discom.

The Supplier shall ensure that all source code, artifacts, documents on the systems, services, processes and personnel are provided to the PMU in an organized manner.

#### 40.4 Confidential Information, security and data

40.4.1 The Supplier will promptly on the commencement of the exit management period supply to Jaipur Discom the following:

40.4.1.1 Updated and current version of the source code for all the applications (If Apply)

40.4.1.2 Documentation relating to Jaipur Discom's Intellectual Property Rights;

40.4.1.3 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable to carry out due diligence in order to transition the provision of the services to Jaipur Discom or its nominated agencies (as the case may be).

40.4.1.4 Before the expiry of the exit management period, the Supplier shall deliver the Jaipur Discom all new or up-dated materials and shall not retain any copies thereof, except that the Supplier shall be permitted to retain one copy of such materials for archival purposes only.

#### 40.5 Employees

40.5.1 Promptly on reasonable request at any time during the exit management period, the Supplier shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to Jaipur Discom a list of all employees (with job titles) of the Supplier dedicated to providing the services at the commencement of the exit management period

40.5.2 To the extent that any Transfer Regulation does not apply to any employee of the Supplier, Jaipur Discom or its any nominated agency may make an offer of employment or contract for services to such employee of the Supplier and the Supplier shall not enforce or impose any contractual provision that would prevent any such employee from being hired by Jaipur Discom's any nominated agency.

#### 40.6 Transfer of Certain Agreement

On request by Jaipur Discom, the Supplier shall effect such assignments, transfers, licenses and sub-licenses as Jaipur Discom may require in favour of Jaipur Discom, or its any nominated agency in relation to any equipment lease, maintenance or service provision agreement between Supplier and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the PMU, Jaipur Discom or its any nominated agency.

#### 40.7 Rights of Access to premises

40.7.1 At any time during the exit management period, where Assets are located at the Supplier's premises, the Supplier will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) Jaipur Discom, and/ or its any nominated agency in order to make an inventory of the Assets.

40.7.2 The Supplier shall also give Jaipur Discom or its nominated agencies, right of reasonable access to the Supplier's premises and shall procure Jaipur Discom or its nominated agencies rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the services as is reasonably necessary to migrate the services to Jaipur Discom or its any nominated agencies.

#### 40.8 General Obligations of the Supplier

40.8.1 The Supplier shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to Jaipur Discom

or its any nominated agencies and which the Supplier has in its possession or control at any time during the exit management period.

40.8.2 For the purposes of this Schedule, anything in the possession or control of any Supplier, or associated entity of the Supplier is deemed to be in the possession or control of the Supplier.

40.8.3 The Supplier shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

40.9 Exit Management Plan

40.9.1 The Supplier shall provide the Jaipur Discom with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management as a whole and in relation to the services, and the Operation and Management SLA.

40.9.1.1 A detailed program of the transfer process that could be used in conjunction with Jaipur Discom’s any nominated agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; plans for the communication with such of the Supplier's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on service’s operations as a result of undertaking the transfer;

40.9.1.2 (if applicable) identification of specific security tasks necessary at termination; Plans for provision of contingent support to Jaipur Discom or its any nominated agencies for a reasonable period after transfer.

40.9.2 This Exit Management plan shall be furnished in writing to Jaipur Discom or its any nominated agencies within 90 days from the Effective Date of this Agreement.

40.9.3 The Supplier shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

40.9.4 Each Exit Management Plan shall be presented by the Supplier to and approved by Jaipur Discom or it’s any nominated agencies.

40.9.5 The terms of payment as stated in the Terms of Payment Schedule include the costs of the Supplier complying with its obligations under this Schedule.

40.9.6 During the exit management period, the Supplier shall use its best efforts to deliver the services.

41. **COMPLETENESS OF CONTRACT:** The contract shall be considered completed on termination of the contract period after full handing over of data, documents/material, hardware, software or any other asset pertaining to Discom etc. and clearing all dues towards the agency.

42. **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 RTPP Rule 2013 the fee shall be as under: -

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

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

It is further intimated that the fee shall be paid in the form of Demand Draft 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.

**43. TRIPARTITE AGREEMENT:** Service Provider (L1 bidder) shall have to sign a Tripartite Agreement with JVVNL and existing SIA as per the below responsibilities on Non — Judicial stamp paper worth Rs. 5000/- (Rupees Five Thousand only) of Rajasthan State.

**44. RESPONSIBILITIES OF THE PARTIES**

The Responsibility Matrix for each party is given in the table below:

Responsibility of JVVNL	Responsibility of SIA	Responsibility of Supplier
<p>To monitor the project progress against time frame &amp; quality and performance with, quality, security and reliability levels of required services as per agreement with SIA and NBSP.</p> <p>To disburse the payment to the NBSP upon achievement of the SLA on the basis of performance reports/ SLA reports.</p> <p>To provide safe access and conditions to SIA and NBSP’s employees or appointed personnel whilst in the premises.</p> <p>To provide space for installing required equipment’s</p>	<p>To provide MPLS / IP VPN, Internet, GPRS connectivity, etc. incidental thereto as specified in the Scope of Work in the agreement between SIA and JVVNL (utility).</p> <p>Timely execution of the part of the order related to required Bandwidth for the project.</p> <p>To provide NBSP with a complete network diagram of the setup along with the details of connectivity at the Locations and services provisioned to the JVVNL (utility)</p> <p>Proper network monitoring and network management as per SLA like uptime, proper bandwidth etc. and submit SLA report to the utility on monthly/as and when required basis.</p> <p>To monitor and report any problems on behalf of NBSP.</p>	<p>To provide MPLS / IP VPN, Internet, GPRS connectivity, etc incidental thereto as specified in the Scope of Work as per PO placed by Utility to SIA and NBSP.</p> <p>To provide the Services (as per SLA) required by JVVNL (utility), and by SIA on behalf of JVVNL (utility), within the timeframe, quality, security and reliability level agreed with between JVVNL (utility), NBSP and SIA.</p> <p>Not to use the establishments and services installed under this agreement for organizations other than JVVNL (utility).</p> <p>To raise direct invoices against the works/services performed, as per the terms of the Purchase Order with Utility.</p>



<p>To provided uninterrupted power supply</p>	<p>To ensure that the NBSP comply with all relevant and applicable provisions of the Contract.</p> <p>To ensure compliance of Indian Telecom regulation &amp; statutory requirements while performing the works/services under this agreement.</p> <p>To obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.</p>	<p>To ensure compliance of Indian Telecom regulation &amp; statutory requirements while performing the Requisite Services under this Agreement.</p> <p>To obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.</p>
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**Note:-**

**44. ACCESS TO PREMISES**

JVVNL (utility) shall allow or obtain the required permission to enable NBSP employees or authorized personnel, appointed distributors, agents or subcontractors to enter at all times during the normal working hours of JVVNL (utility) into the premises where the Services are provided for periodical inspection with seven (7) days prior notice, installing, maintaining, replacing and removing equipment hardware and/or software prior to, during and after the provision of the Services, as well as to inspect the network and/or to the CPE or any other equipment used in or in connection with the Services. The JVVNL (utility) shall render all assistance in this regard and shall provide safe access and conditions for NBSP's employees or appointed personnel whilst in the premises. NBSP's employees or appointed personnel shall comply with security and confidentiality policies and procedures while on the JVVNL (utility)'s premises.

## SECTION –V DETAILED SCOPE OF WORK

Discom is looking for a supplier to provide MPLS-/IP VPN Communication Service and GPRS Connectivity Service for SCADA in Jaipur City. If the system entails requirement of any hardware or additional infra/software like UPS, earthing etc. then that will be included in the service being offered and charges to be included in the offer.

Also, the user of Discom shall be able to work on any time anywhere basis without requirement of any extra hardware.

The Agency shall procure and supply all Network components (Active as well as passive), security system and software etc. as per requirements of the technical specification for the establishment of fully functional connectivity. No additional charges shall be paid for any capex item.

Discom is looking for connectivity services in following manner as per the schedule of requirement as below:

- A. MPLS Network Connectivity of 2 Mbps for SCADA/DMS Control Centre- 1 Nos.
- B. MPLS /IP-VPN Network Connectivity of 10 Mbps for SCADA/DMS Control Centre- 1 Nos.
- C. MPLS / IP-VPN Network Connectivity of 2 Mbps (RTU, SLDC, IT Cell, DC & DR )- 82 Nos.
- D. Network Connectivity of FRTUs on (GPRS/4G Or Higher Version)- 600 Nos.

The MPLS / IP VPN connectivity at the SCADA/DMS Centre must be on Fibre /Radio network, however spoke locations can be on copper/Fibre/Radio network/ 4G LTE with guaranteed speeds. Network Connectivity of FRTUs should be on GPRS/3G/4G or higher version dongle etc. connectivity medium from different service provider.

The solution will be built to incorporate any open standard protocol available for security and monitoring the network. The network should support seamless transformation and integration of protocols.

Agency has to quickly deploy the entire connectivity within timely manner.

The Network services will include provision of customer premises equipment's like Routers, SIM Cards, Cables, Antenna, etc. if so required for providing the services. Agency will own, manage and maintain these equipment's without any liability of JVVNL.

Details of existing setup

Description	Location	Make	Model	Interface	Ownership	Support Available
Routers	DC,DR,RTU	Huawei	AR2220	Ethernet	Discom	yes

30 KVA UPS is available at DC and DR with the ownership of Discom. The bidder must ensure the sufficient backup at all other location.

Earthing is available at all location, however the bidder must ensure maintenance of Earth to ensure high SLA during the contract period.

Agency will provide SLA tool to monitor and capture monitored data for quality of service measurement validated by JVVNL.

Agency will provide Network Monitoring System for real time monitoring of the communication network which will be owned, managed and maintained by Agency without any liability of JVVNL.

The overall responsibility of providing the properly functional MPLS / IP-VPN and GPRS services will be on Agency

The Service Level requirements shall have to be adhered to at all times, failing which appropriate penal measures shall be initiated by JVVNL.

Statutory permissions: All such permissions to establish connectivity at all location will be arranged by Agency. Authorization and authentication shall be provided by Discom to obtain such permissions.

**IMPLEMENTATION SCHEDULE**

1. **Commencement of Work:** You shall commence work after intimation by JVVNL
2. **Completion of Work:** The work pertaining to the establishment of links across all the locations shall be completed within two months from the date of intimation by JVVNL.
3. **Date of Billing:** The date for billing for a link shall be from the date the link is successfully commissioned and accepted by JVVNL and other terms and conditions shall be governed as per original work order placed upon SIA for implementation of SCADA/DMS in Jaipur city, Jaipur Discom.

**Maintenance & Support:**

For support, maintenance and complaint resolution, there shall be dedicated 24\*7 support system should be available. One dedicated telephone number will be given for complaint booking for 8 AM to 8 PM.

Agency will establish the following links as per the terms and conditions.

Connectivity	Qty	Unit Price For First Three Year Exclusive of all taxes/Duties	Total Cost
Network Connectivity Charges for 2 Mbps for internet Link for SCADA/DMS control Centre	<b>1</b>		
MPLS / IP-VPN Network Connectivity Charges for 10 Mbps for SCADA/DMS Control Centre – DC	<b>1</b>		
MPLS / IP -VPN Network Connectivity Charges for 2 Mbps (SLDC, IT Cell, DC AND DR)	<b>82 (78+4)</b>		
Network Connectivity Charges for FRTUs on (GPRS/4G Or Higher Version)	<b>600</b>		
<b>Total Price For First three year</b>			

Note:

a. The Contract price as mentioned in the LOA will remain valid upto 3 (Three) years from the date of successful acceptance of the SCADA / DMS system and can be extend for another 2 (Two) year on the same term and conditions on mutual agreement.

b. Above rate are subject to change on the following conditions:

"If the Government of India announces special tariff for data connectivity under PAN India program for MPLS / IP-VPN and the PAN India rate is below the LOA rate. Such special tariff will be applicable for the LOA provided the same tariff is lower than the LOA rate. The change of rate indicated above will be applicable from the date of effect of such rates".

## SECTION-VI ANNEXURES COVERING FORMATS OF SUBMISSION OF BIDS

## ANNEXURE 1: FORMAT FOR COVERING LETTER OF BID

Cover Letter

(To be furnished by the bidder on the letterhead in case of Consortium on the letterhead of Lead Member. It has to be submitted complete with all enclosures).

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

**SUB:** Submission of Bid for the work of **“To provide MPLS- / IP VPN Communication Service and GPRS Connectivity Service for SCADA in Jaipur City”** against TN-.

Dear Sir,

We hereby submit our bid for work of **“To provide MPLS / IP-VPN Communication Service and GPRS Connectivity Service for SCADA in Jaipur City”** against TN-.

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

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

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

We also agree that:

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

- Enclose details of taxes excluded in the prices (to be borne by JVVNL)

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

- 4) We also understand that the quantities mentioned in the price schedule shall be meant for bid evaluation; however payment shall be made us on the basis of actual work.
- 5) We have noted the standard terms of payment and undertake to abide by the same.
- 6) We understand that conditional offers are likely to be rejected

- 7) The execution of work shall strictly be in accordance with work completion schedule as given in the Contract. In case we fail to complete the work as indicated therein we shall be liable to pay penalty as per Tender Document.
- 8) The material supplied by us shall conform your specification
- 9) We confirm that we agree to adhere to all the commercial terms and conditions as well as the technical stipulation of your specification and there is no deviation. Such acceptance has also been confirmed in prescribed schedules.
- 10) We confirm that we are qualified for bidding in terms of Qualification Requirements specified in the bidding documents and have submitted the requisite qualification Certificate & data / documents with the bid.
- 11) Until a formal contract is prepared and executed, this together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 12) We understand that the quantity mentioned in the financial schedule is just for evaluation purpose and except the fixed charges 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 solution which may be readily fine-tuned to the requirements of Discom.

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

Enclosed: (Annexures)

Thanking you,

Yours faithfully,

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

Date:

(Signature of the Authorized Signatory)

**ANNEXURE 2: GENERAL PROFILE OF THE BIDDER**

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

Details	Responses
Bidding Entity Nature	Single Bidder/Lead Member/Consortium Member
Full legal name of the firm	
Year of establishment	
Registered Office Address	
Address for Correspondence	
Authorized person(s) to be contacted	
Telephone number(s)	
Email id	
Fax number	
Names, Addresses, Contact Emails and Mobile Nos. of the Key Management Personnel of Firm such as MD/Directors/CEO, etc.	
Type of the firm Private limited/Public limited/Government sector /other	
Whether registered under companies act, Partnership Act, or any other act applicable for registration of Firms in India	
Registration Number & Date	
Total number of permanent employees in the firm	
The bidder has more than 100+ permanent employees on the payroll of the firm for at least 1 year in past 60 months.	
Field organization and resources to be deployed for the proposed job	
No. of Projects executed in Utilities in past 5-years.	

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

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

**ANNEXURE 3: FINANCIAL CAPABILITIES**

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

**DETAILS OF FINANCIAL CAPABILITY**

<b>S. No</b>	<b>Financial Year</b>	<b>Turn Over (In INR)</b>	<b>Whether Net Worth Positive or NOT (Select as applicable)</b>	<b>Whether Net Profit earned or not? (Select as applicable)</b>
1	FY 2015-2016		YES/NO	YES/NO
2	FY 2016-2017		YES/NO	YES/NO
3	FY 2017-2018		YES/NO	YES/NO

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

We hereby certify that the above information is correct.

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

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



**ANNEXURE 4: SCHEDULE OF DEVIATIONS**

**Technical Deviations**

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

**Commercial Deviations**

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

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

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

Bidder's Name & Address:

To

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

Dear Sirs,

Sub: Confirmation for “No Deviation” in Technical / Commercial terms & conditions of TN-56

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

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

## ANNEXURE 6: PROJECT IMPLEMENTATION PLAN

The implementation schedule “**To provide MPLS / IP -VPN Communication Service and GPRS Connectivity Service for SCADA in Jaipur City**” shall be as under:

1. **Commencement of Work:** You shall commence work after intimation by JVVNL
2. **Completion of Work:** The work pertaining to the establishment of links across all the locations shall be completed within two months from the date of intimation by JVVNL.
3. **Date of Billing:** The date for billing for a link shall be from the date the link is successfully commissioned and accepted by JVVNL and other terms and conditions shall be governed as per original work order placed upon SIA for implementation of SCADA/DMS in Jaipur city, Jaipur Discom.

**ANNEXURE 7: SYSTEM COMPLIANCE SHEET**

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

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

**ANNEXURE 8: UNDERTAKING FOR VARIOUS INFORMATION FURNISHED**

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

Bidder's Name & Address:

To  
The Superintending Engineer (IT)  
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

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

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

**ANNEXURE 9: BIDDERS'S AUTHORIZATION CERTIFICATE**

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

To,

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

[Reference No. ]

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

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

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

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

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

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

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

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

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

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

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

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

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

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



for and on behalf of the

Partners of Consortium

.....  
.....  
.....

The Seal of the above Partners of the Consortium:

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

**WITNESS**

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

**Note:**

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Lead member of the Consortium.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

**ANNEXURE 12: FORM OF UNDERTAKING BY CONSORTIUM MEMBERS**

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

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

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

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

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

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

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

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

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

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

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

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

Seal of .....

For Lead Partner (Party No.-1)

has been affixed in my/ our

For and on behalf of M/s

presence pursuant to Board of

.....

Director's Resolution dated .....

Name .....

Designation .....

Signature .....

(Signature of the authorized  
representative)

WITNESS :

I. ....

II. ....

Seal of .....

For Party No.-2

has been affixed in my/ our

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

presence pursuant to Board of

Director's Resolution dated .....

(Signature of the authorized

Name .....

representative)

Designation .....

Signature .....

WITNESS :

I. ....

II. ....

**Note:**

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

**ANNEXURE 13: FORMAT OF BANK GUARANTEE FOR EMD**

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

Bank Guarantee No.: .....

Date: .....

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

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

KNOW ALL PERSONS by these present that WE ..... *(insert name & address of the issuing bank)* ..... having its Registered/Head Office at ..... *(insert address of registered office of the bank)*..... *(hereinafter called "the Bank")*, are bound unto Jaipur Vidyut Vitran 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) \_\_\_\_\_.”

Unquote



**ANNEXURE 14: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

**Will be provided to the Successful Bidder**

**ANNEXURE-15: SELF DECLARATION-NO BLACKLISTING**

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

To,

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

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

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

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

Thanking you,

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

**ANNEXURE-16: QUALIFICATION REQUIREMENT**

S. No.	Requirement	Document submitted by the Bidder (Yes/No)
1	Proposals shall be submitted by an individual Bidder or through consortium.	
2	This invitation for bidders is open to all Indian valid Category "A" ISP unified license from Govt. of India or Any Telecom company having its operation in India. Bids can also be submitted by Consortium of both having adequate experience.	
3	The bidder should have not been blacklisted, banned or debarred from participation in Discom Tenders. The bidder has not been terminated or suspended from work under any contract with any government department of India and their performance guarantee/ security forfeited due to violation of terms. Satisfactory SLA report signed by concerned JVVNL official in case of existing service provider.	
4	The bidder should be operational with Category Class A ISP License / Unified license or valid National telecom license from at least past Three Years.	
5	The bidder / Lead bidder ( in case of Consortium ) must have its Support office at Discom HQ , Jaipur with operational NOC in Rajasthan.	
6	The Average Turnover for Last three financial years (i.e. 2015-16, 2016-17 & 2017-18) of the bidder/Joint bidders (combined Turnover in case of consortium) should be more than Rs. Three Crore.	
7	The Bidder/ lead bidder (in case of consortium) shall have positive net Worth as on 31st March 2018 as the case may be.	
8	The bidder and Lead bidder (in case of consortium) should be in this line of activity and should have executed similar projects in at least for two government organizations/ PSU/ Banks in India.	

**Please attach relevant documentary proofs.**

**Experience Summary**

Particulars	Experience (Write name of the clients here)
Give detailed write-up on experience / order executed	
Enclose copies of order so executed/orders in hand.	

**ANNEXURE-17: PROPOSED SYSTEM WITH APPROACH AND METHODOLOGY OF EXECUTION**

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

**ANNEXURE 18: FORMAT OF TRIPARTITE AGREEMENT (IPDS MODEL DOCUMENT)**

**Will be provided to the Successful Bidder**

**ANNEXURE 19: FORMAT OF 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 of BOQ as provided below (**Annexure-19**) 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) Financial Bid evaluation will be done only on total quoted price.
- (vi) 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.
- (vii) Price schedule is for reference purpose only. Bidder must quote the price in BOQ.xls only.

**Note: Please do not fill the prices here.**

<b>Financial Bid - BOQ</b>				
<b>S.No.</b>	<b>Connectivity Requirement</b>	<b>Qty</b>	<b>Unit Price for first 3 years Exclusive of Taxes/Duties</b>	<b>Total Cost</b>
1	MPLS Network Connectivity Charges for 2 MBPS for Internet Link	1		-
2	MPLS-VPN Network Connectivity Charges for 10 MBPS SCADA/DMS Control Centre	1		-
3	MPLS-VPN Network Connectivity Charges for 2 MBPS (RTU, SLDC, IT Cell, DC and DR)	82		-
4	Network Connectivity Charges for FRTUs & FPIs on (GPRS/CDMS/3G)	600		-
<b>Total price for first 3 Years</b>				-

**CLARIFICATION REGARDING BID PRICE SCHEDULE**

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

Name: \_\_\_\_\_

Signature with Seal \_\_\_\_\_