

Instructions to the bidders

Prior to submission of bids, prospective bidders in their own interest are advised to go through the followings:-

1. There will be two bid opening events (a) For pre-qualification criteria (b) for financial bids.
2. Pre-qualification bids will be open first at 4.30 PM on closing date of bid and will be listed for further evaluation. The cover of “financial bid” shall not be opened, unless the evaluation of pre-qualification bid is completed.
3. After evaluation of pre-qualification bids, the financial bids of only those bidders will be opened, who qualify in evaluation of pre-qualification bids.
4. The bidder should go through Part-II of this tender document and should know about the qualification/eligibility criteria required for the work to be undertaken and satisfy itself about having possessed the same.
5. The bidder should carefully understand the scope of work to be undertaken which have been given under Part-III (Scope of work).
6. The bidder should understand the requirement of workforce to be engaged as per item 3 of part-II and provide details thereof in Annexure-A with part-I of this tender document.
7. The bidder should also be fully aware of its obligations to be discharged under Part-IV (other terms & conditions) of this tender.
8. Prior to submission of the bid, the bidder should check the followings:-
 - a. The bidder should ensure that cost of tender documents is furnished in the manner provided in the covering letter of this tender document.
 - b. The bidder should enclose demand draft along with part-I of the bid in a separate envelope superscripted as “Earnest Money” as mentioned under para 12 of Part-IV, towards EMD.
 - c. That copies of balance sheets of last two consecutive years (2013-14 & 2014-15) duly attested from its CA are enclosed towards verification of the turnover.
 - d. The bidder will submit an undertaking to the effect that it has never been debarred or blacklisted by any private or public utility of Central Govt./State Govt.

- e. The bidder will provide sufficient evidences/support in favour of item 1, 2, 4, 5 and others mentioned under part-II for the evaluation of pre-qualification/eligibility criteria, enclosed with tender document.
- f. The bidder should carefully go through para 6 of part-IV of this tender document and submit its offer accordingly.
- g. This tender documents consists of the followings:-
 - i. Covering letter.
 - ii. Instructions to the bidders (Part-I)
 - iii. Qualification /eligibility criteria (Part-II)
 - iv. Scope of works (Part-III)
 - v. Other terms & conditions (Part-IV)
 - vi. Details of key personnel (Annexure-A)
 - vii. Price bid (Annexure-B)

Qualification/eligibility criteria

The bidder must have acquired following qualifications on the date of submission of bid and provide sufficient proof/evidences of having the same on the date of submission of the bid. Jaipur Discom (JVVNL) has right to disqualify those bidders who do not possess and provide the adequate qualification requirements, as mentioned hereunder:-

1. Must have working experience of at least three years in power sector.
2. Must have computed distribution losses of at least one (1) public sector power distribution utility and given reports to the satisfaction of the client.
3. Must have engaged adequate, capable and experienced workforce of consultants, managers, supervisors. Minimum of two such key personnel should have acquired BE/B.Tech (Electrical) with a minimum experience of five years of related fields to complete the work given under the scope of work (part-III). Details of such key personnel for the work to be undertaken are to be provided by the bidder in Annexure-A enclosed with this tender document.
4. Must have annual turnover of Rs. 5 crore or more during the last two consecutive years i.e. 2013-14 and 2014-15 duly certified by the Chartered Accountants along with copy of audited Balance Sheet of the bidder.
5. Bidder should have valid registration No. Of Service Tax.
6. Bidder should have PAN No. And PF/ESI registration, if applicable.
7. Bidder should not be debarred/ blacklisted by any other utility.

The bidder will provide an undertaking on Non-judicial stamp paper worth Rs.100/- to this effect with the tender documents.

Further, the bidder shall submit all necessary documentary evidences to establish that the bidder meets all the above qualifying requirements.

SCOPE OF WORK

While reviewing the methodology of various base parameters independently, the Consultant shall require conducting the following activities under 27 Sub-divisions of Alwar circle, for the FY 2014-15.

- a) Distribution Losses:-
 - i. Independent assessment of input energy on the basis of data provided by the Utility.
 - ii. Review of reports & computation of variation if any, for the billed energy for FY 2014-15 on the basis of the data provided by the Utility.
 - iii. Computation of Distribution losses on the basis of above.

- b) Computation of Average Billing Rate (ABR).
 - i. Total revenue billed category wise & component wise.
 - ii. Category wise & component wise ABR with tariff subsidy.
 - iii. Category wise & component wise ABR without tariff subsidy,

- c) Collection efficiency (category wise)

- d) Outstanding dues at the end of March, 2014 and March,2015 (category wise)

Note:- The above a, b & c are required to be reviewed sub division wise, month wise and year as a whole.

Other Terms & Conditions

1. General :-

The Officer on Special Duty (ATR), J.V.V.N.L., Shed No.-6, Vidyut Bhawan, Janpath Jaipur on behalf of JVVNL will receive sealed bids under this tendering process.

2. Date, time & place of receipt of bids :-

	Particulars	Date	Time	Place
	Issue of bid documents	--.11.2015	10 AM	Jaipur
	Last date of Submission of Bids	--.11.2015	4 PM	Jaipur
	Date of opening of part-I of the bid (qualification criteria)	--.11.2015	4.30 PM	Jaipur, at address given in the bid document.
	Date of opening of Part- II of the bid (price Bid)	Will be conveyed to the selected bidders after evaluation of part-I		

In case, the date for opening of bid happens to be the holiday (s), the date of opening of bid shall be the next working day, for which no separate intimation will be given.

3. Delayed/Late Bids :-

JVVNL shall takes no responsibility for any postal delays or late submission of bid documents by the Bidders for whatever may be the reasons. No extension of time shall be granted in any case and the bid received after given time and date shall be rejected out rightly.

4. Mistake in price Bid :-

Rates should be quoted in figures as well as in words, both. In case of ambiguity between rates in figures and words, lower of the two shall be considered for evaluation.

5. Acceptance/Rejection of Bid:-

The JVVNL would be at liberty to accept any bid, lowest or otherwise or reject any or all the bids without assigning any reason(s).

6. **Submission of offer:-**

The tender document for computation of distribution losses work will only be filled in prescribed formats duly completed and signed on each page by the authorized signatory and shall be submitted in two parts, separately.

Part-I Sealed envelope superscripted as “Qualification and Commercial Bid” will contain papers/ evidences relating to pre-qualification and eligibility criteria. This sealed envelope will also contain other two envelopes of earnest money deposit and tender cost.

Part –II Sealed envelope superscripted as “Financial Bid”.

Both the the sealed envelopes (part-I and part-II) will be kept in another sealed envelope, superscripted as “Tender offer for independent review of energy audit methodology for selected distribution franchisee area of Alwar district/circle for the F.Y. 2014-15, against T.N. No.-02/2015-16”

Part- I :- "Qualification & Commercial Bid”

Envelope superscripted as “Qualification and Commercial Bid”.

This envelope will contain information / documents inclusive of Annexure-‘A’ towards fulfilment of qualification criteria as given under PART-II of this tender document and for which the bidder intends to submit its evidences in support of the offer being made.

Part – II :- “Price Bid”.

Envelope superscripted as “Price Bid”.

The price bid towards er offer for independent review of energy audit methodology for selected distribution franchisee area of Alwar district/circle for the F.Y. 2014-15 computation of distribution losses as per the scope of work shall be submitted in a separate envelope containing the price schedule in **Annexure–‘B’** duly filled and signed by the authorized signatory of the bidder.

On the date of opening part-II (price bid), offers of only those successful bidder(s) shall be opened who are found eligible on the basis of qualification and commercial bid.

7. **Telex / Fax / Telegraphic Bids:-**

Telex / Fax / Telegraphic Bids shall not be considered under any circumstances and shall be rejected.

8. Validity of offer:-

The offer shall be valid for a period of **90 days from the date of opening of price Bid.**

9. Deviations from Terms and Conditions :-

No deviation will be permitted in tender documents or the scope of work and such offers are liable to be rejected out rightly.

10. Incomplete Bids :-

Incomplete bids (in any respect) are liable for rejection without assigning any reason.

11. Successful Bids :-

Successful bidders will be informed by post or through fax or email.

12. Earnest Money Deposit (EMD) :-

- (a) The bidder shall deposit EMD amounting to Rs. 20000/-.
- (b) If the amount of Earnest Money Deposit is found to be less, the offer will be rejected out rightly.
- (c) The Earnest Money can be deposited in one of the following forms only :
 - (i) In cash to be deposited with the Accounts Officer (Cash), JVVNL, Jaipur and receipt should be enclosed with the tender documents.
 - (ii) By MICR Bank Draft in favour of the Accounts Officer (Cash), JVVNL, Jaipur.
- (d) No offer will be accepted without earnest Money Deposit. If after opening of tender, it is found that EMD amount is inadequate or any other discrepancy is noticed, the tender shall be rejected.
- (e) In case, the tenderer withdraws his offer during the validity period, the EMD amount shall be forfeited.

13. Refund of Earnest Money :-

- (i) Earnest Money Deposit of the unsuccessful bidders shall be refunded on finalisation of tender document. No interest shall be paid on deposition of the amount of EMD.
- (ii) EMD of the successful bidder on whom the order has been placed, shall be refunded / adjusted against Security Deposit and no interest shall be paid on deposition of EMD amount.

14. Security Deposit :-

- (a) On acceptance of the offer, the successful bidder shall be required to deposit an amount equal to 5% of contract value minus EMD already deposited by Cash / Demand Draft / Bank Guarantee as Security Deposit for the contracted period.
- (b) If the security is deposited through Demand Draft, it shall be in the favour of Accounts Officer (Cash), JVVNL, Jaipur and may be drawn on any Nationalized /Scheduled Bank payable at Jaipur.
- (c) Bank Guarantee in lieu of cash deposit on any Nationalized / Scheduled Bank should be strictly as per **JVVNL's format which will be supplied with the work order**. The validity of the Bank Guarantee will be for a period of six months with separate grace period of three months.
- (d) The Security Deposit shall have to be furnished within **15 days** from the date of issue of the work order.
- (e) The JVVNL shall adjust the amount of penalty imposed and recovery pending if any from the Security Deposit available with JVVNL.
- (f) The Security Deposit shall be refunded only after due and satisfactory performance as per terms and conditions of the order and on completion of the work order only, provided that there should be no claim(s) / penalty outstanding to be recovered against the tenderer.
- (g) No interest shall be paid on the amount of Security Deposited with JVVNL.

15. Signing of Contract and completion of Formalities:-

- a) Successful Bidders shall be required to sign the contract documents with the JVVNL on a Rajasthan non-judicial stamp paper worth Rs. 1000/-. Cost of stamp paper on the documents shall be borne by the Bidder and JVVNL shall not reimburse such costs.

- b) Failure of the Successful bidder to sign the contract within **15 days** of issue of the work order shall constitute sufficient grounds for the annulment of the award, in such a case JVVNL may blacklist the bidder and Earnest Money deposited will be forfeited.
Further, JVVNL, may also award contract to some another Bidder or call for fresh bids on risk & cost of the selected bidder.

16. Disqualification:-

During the process of evaluation of contract, JVVNL may at its own sole discretion, disqualify any Bidder, if the Bidder has:-

- a) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements.
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failure etc.
- c) Submitted a proposal which is not accompanied by the required documents or found to be non-responsive.
- d) Failed to provide clarifications related thereto, when sought.
- e) Submission of more than one or conditional proposal will cause disqualification of all the such proposals submitted by the bidders.

17. Fee payable:-

The bidder should quote lump sum fixed amount for the work to be undertaken as per the scope of work mentioned under part-III. This include all expenses e.g. travelling expenses, lodging and boarding etc. with statutory taxes applicable if any to be incurred during the currency of the contract. A copy of registration certificate of Service Tax shall be submitted along with its bill/bills claimed. No TA/DA and boarding & lodging facility etc. shall be provided by the Discoms.

18. Terms for Payment:-

No advance Payment will be made for the work to be undertaken under this tender. 75 % of the bill amount may however be paid on the completion of work and submission of Draft Reports, after mandatory deductions if any. Balance 25 % payment will be released after completion of the desired corrections if any and acceptance of Final Report. The TDS shall be deducted as per rules in force.

19. Submission of Bills & process of payment:-

After fulfilment of each of the terms & conditions mentioned above, the bidder will raise bills of payable amount in the name of Superintending Engineer (M&P), JVVNL, Jaipur, in triplicate. The bills received by him shall be jointly verified with the SE(O&M), Alwar and will be sent to the AO(Cash), JVVNL, Jaipur for payment and booking the expenditure against Alwar circle, under “3IDA Account”.

20. Work completion schedule:-

Work to be undertaken under this tender is to be completed within a period of two months from the date of issue of the work order.

21. Fortnightly progress & Submission of Reports:-

- a) Fortnightly progress report of the work done and progress made will be reported by the selected bidder to the OSD (ATR) with a copy to the SE(IT), who are the nodal; officers for the work to be undertaken under this tender.
- b) After computation of distribution losses as per part-III of the scope of work, the successful bidder will be required to submit its draft report to Discoms within the period allowed for work completion. Deficiencies pointed out in the draft report by JVVNL if any, will further be corrected/completed/revised by the bidder within a reasonable period to provide a Final Report of the work undertaken.

Decision of the Chairman Discoms shall be final regarding the acceptability of the reports submitted and Discom shall not be require to give any reason(s) in writing or otherwise, towards rejection of the reports submitted.

22. Confidentiality & Secrecy :-

Bidder shall not disclose the results of distribution losses & ABR wholly or partly to anybody else other than to the designated authority of Discoms and shall maintain a close secrecy in this regard.

23. Amendment in Scope of Work :-

JVVNL may revise or amend the scope of work prior to the date notified for acceptance of tenders. Such revisions / amendments if any will be conveyed to all the participating bidders.

24. Alteration / addition in the work order :-

Unless mutually agreed and notified by the Jaipur Discom in writing, no alteration/addition will be allowed in the work order to be issued under this tender.

25. Compliance of labour laws & compensation.

The bidder shall be responsible for compliance of all the prevailing *labour* legislations and discharge its all liabilities/obligations of employer/contractor for the personnel to be engaged for the assignment to be completed under this tender.

26. Conduct of Bidder's staff :-

In the opinion of JVVNL, if certain bidder's employee commits misconduct or show incompetence or negligence, then if so directed by the JVVNL, the Bidder shall at once remove such employee and replace him/ her by a qualified and competent substitute.

27. Liquidated damages:-

In case the work undertaken is not completed within the completion schedule and delayed, following percentage of value of the ordered work will be recovered from the bill as under:-

Period of delay	Percentage (%) of recovery
Upto 15 days	2.5%
Above 15 days and upto 30 days	5%
Above 30 days and upto 45 days	7.5%
Above 45 days	10%

28. Extension of Time schedule:-

Extension of Time beyond completion period shall be considered by the competent authority on merits only.

29. Responsibility of bidder :-

All the following responsibilities will be on the part of bidder and cost thereof will not be paid by the Discoms.

- I. Deployment of adequately qualified, competent and well experienced manpower for the work to be undertaken.
- II. Travelling expenses of the manpower engaged.
- III. Arrangement of computers and other equipment require for the work to be undertaken.

IV. Stationery, contingent and other expenditures required for the completion of the scope of work.

30. Responsibility of Discoms.

Following responsibilities will be on the part of JVVNL.

- I. Providing input energy (import/export) received/ sent at interface points of Alwar circle.
- II. Providing information/records of related Sub-divisions and Alwar circle as a whole in hard/soft copies (as per availability), after receipt of intimation from the bidder well in advance.

31. Cancellation of Order :-

The JVVNL may upon written notice of default, terminate contract in the circumstances mentioned hereunder:-

- (a) If the successful bidder fails to perform the work assigned within the time schedule specified or extension granted by JVVNL.
- (b) If in the opinion of JVVNL, the awardee of the contract fails to comply with any of the provisions of this contract. In such case, a written notice shall be served by JVVNL to the bidder to stop further activities and take urgent steps towards corrective measures, failing which the order will be cancelled.
- (c) In the event of above termination (b), JVVNL shall exercise its discretionary powers to award the work to some other agency/firm at the risk and cost of the defaulter bidder.
- (d) Performance of the awardee shall be reviewed periodically and for any unsatisfactory performance, the JVVNL reserves its right to terminate the contract, serving upon a notice of 15 days to the selected bidder.
- (e) JVVNL reserve its rights, not to give any reason in writing or otherwise, towards cancellation of the contract at any time.
- (f) Non-providing of weekly progress report or making alterations/ additions in the scope of work under the order given without prior approval of Jaipur Discom may be considered as a breach of the agreement and may result in termination of the contract.

32. Force Majeure:-

Any cause beyond the reasonable control of the Bidder will be considered under Force Majeure Conditions. The cause of Force Majeure condition will be taken into consideration only when the same is

notified in writing to JVVNL, within 15 days of date of occurrence. JVVNL shall verify the facts and grant such extension as the facts justify. For extension due to Force Majeure Condition, the Bidder shall submit its representation along-with documentary evidence for scrutiny by the JVVNL and decision of the JVVNL in this regard shall be final and binding.

33. Indemnity:-

The selected bidder will indemnify that it has full power and Authority and resources and is capable to execute and perform its obligations under this contract. It will further indemnify to refund the amount paid to it by JVVNL, in case of non-execution of work under this order or beach / termination of the contract.

34. Subletting of Contract:-

Unless permitted specifically by JVVNL, bidder shall not sublet the work assigned. In case the work is found to be executed by some other agency, the contract shall be terminated.

35. Settlement of disputes.

- a. All disputes, difference or question whatsoever which may arise in relation to or in connection with this contract shall be deemed to have been arisen at Jaipur (Rajasthan).
- b. In case of any question /dispute, differences whatsoever arise in relation to the contract, the matter may be referred to the corporate level settlement committee constituted by the JVVNL to settle such disputes.

(K.L. Gupta)
Officer on Special Duty (ATR)
J.V.V.N.L.,Jaipur.

Annexure-A

Part-I

Qualification & eligibility

Details of qualified and experienced personnel to be engaged for the scope of work mentioned under part-III of TN No. 02/ 2015-16 are as under:-

Status	Name	Qualification	Total work experience	Experience with bidder	Man days required for completion of the work

Consultant					
Project Manager					
Manager					
Supervisors					
Others					

Seal & Signature of the authorized signatory

PART-II

Price bid

After careful and analytical study of the scope of work given under part-III and considering all the terms & conditions prescribed under part-IV of the tender documents (TN No. 02/2015-16), I/we are offering my / our prices for the work to be undertaken as under:-

Name of the work	Total price for the work, with reference to para 17 of part IV	
	Price in words	Price in figures
Independent review of energy audit methodology for selected distribution franchisee area of Alwar district/circle of Jaipur Discom (JVVNL) for the F.Y. 2014-15, as per the scope of work prescribed under Part-III of TN No.02/2015-16.		

Seal & Signature of the authorized signatory

(Format of covering letter to be sent by bidders for evaluation of their qualification and eligibility criteria)

From

(Provide full name, address, telephone/mobile no., Fax No. & email address of the applicant/bidder).

To

The Officer on Special Duty (ATR),
JVVNL, Vidyut Bhawan, Janpath,
JAIPUR.

Sub:- Your NIT No. JPD/OSD(ATR)/TN-02/2015-16/D. dated --/11/2015.

Sir,

In view of the captioned NIT, I/we intend to participate in the selection process of bidders prescribed for Independent review of energy audit methodology for selected distribution franchisee area of Alwar district/circle of Jaipur Discom (JVVNL) for the F.Y. 2014-15, as per the scope of work prescribed under Part-III of this tender documents.

Reference of the documents being attached and are being submitted for evaluation of my/our qualification/eligibility criteria as given under part-II of the bid documents are as under:-

1. Documents attached in support of working experience with power sector. Enclosed from page.....to
2. Documents attached in support of independent review of energy audit methodology for distribution franchisee area. Given from page.....to
3. "Annexure-A" Filled, signed & enclosed at page.....
4. Documents in support of the annual turnover. Copies of balance sheets of FY 2013-14 & 2014-15 duly certified from my/our CA are enclosed from pageto
5. Documents in support of Service tax registration No. Copy enclosed from pageto....
6. PAN No. Copy enclosed at page....
7. PF/ESI registration No. if any Copies enclosed from pageto....
8. Details of cost of tender documents D.D. No.date.....issued by.....bank
9. Earnest money D.D. No.date.....issued by.....bank

I/we hereby confirm that I/we have seriously gone through the contents of tender documents and submitting my /our offer accordingly.

Seal & signature of the authorised signatory

