

BID SPECIFICATIONS

JAIPUR VIDYUT VITRAN NIGAM LIMITED

Office of the Chief Accounts Officer (Rev.-Control)
Shed No. 6, Vidyut Bhawan, Janpath, JAIPUR – 302 005

REQUEST FOR PROPOSAL

Preparation of Fixed Assets Registers & Other Allied works for F.Y. 2013-14 to 2015-16 of Jaipur Vidyut Vitran Nigam Limited – Jaipur Discom

LAST DATE & TIME OF RECEIPT OF BIDS	15.06.2016 up to 2.30 PM
DATE AND TIME OF OPENING OF PART-A	15.06.2016 at 3.30 PM
EARNEST MONEY	Rs. 30,000/-
COST OF SPECIFICATION	Rs. 2500/-
VALIDITY	60 DAYS FROM DATE OF OPENING OF PRICE BID OR 120 DAYS FROM THE DATE OF RECEIPT OF BIDS WHICHEVER IS LATER

Chief Accounts Officer (Rev.-Control)
J.V.V.N.L., Jaipur

IMPORTANT NOTE:

Furnishing of earnest money as per clause No 8 of Section I of this specification is essential otherwise the bid will not be entertained and stand summarily rejected.

JAIPUR VIDYUT VITRAN NIGAM LIMITED

REQUEST FOR PROPOSAL

Jaipur Vidyut Vitran Nigam Ltd. [J.V.V.N.L.] invites sealed bids from chartered accountants firms for entering into a contract for **Preparation of Fixed Assets Registers & Other Allied works for F.Y. 2013-14 to 2015-16 of Jaipur Vidyut Vitran Nigam Limited – Jaipur Discom.**

The contract period for preparation of Assets Register for The F.Y. 2013-14 to 2015-16 shall initially be for a period one year, i.e. upto June 2017, which can be extended further as mutually, agreed. The brief particulars are as follows.

LAST DATE & TIME OF RECEIPT OF BID	15.06.2016 up to 2.30 PM
DATE AND TIME OF OPENING OF PART-A	15.06.2016 at 3.30 PM
EARNEST MONEY	Rs. 30,000/-
COST OF SPECIFICATION	Rs. 2500/-
SECURITY DEPOSIT FOR SUCCESSFUL COMPLETION OF CONTRACT.	2% OF CONTRACT VALUE (REFUNDABLE AFTER THREE MONTHS OF COMPLETION OF CONTRACT)
VALIDITY	60 DAYS FROM DATE OF OPENING OF PRICE BID OR 120 DAYS FROM THE DATE OF RECEIPT OF BID WHICHEVER IS LATER.

The prospective Bidders should have the necessary competence, adequate financial standing, sufficient experience, professional expertise preferably in the power sector and related infrastructure sector for executing the contract. The detailed qualifying requirements are given in the section –III of this specification.

Bids are to be furnished in two parts:

Part- A consists the qualification criterion as per requirements detailed therein and exhaustive road map for proposed work(s) together with bidder's professional and financial competencies commercial terms and conditions alongwith Schedule I to IV.

PART- B shall contain the financial offer in the schedule- V.

The specification giving detailed terms and conditions can be obtained from the office of the undersigned on payment of Rs 2500/-. [Non-refundable] on any working day after having deposited cash / demand draft payable to Accounts Officer (Cash), J.V.V.N.L., Jaipur payable at Jaipur. Purchase of specification is essential for participation in the bid. Alternatively specification can be downloaded from the web site www.jaipurdiscom.com but cost of specification shall have to be deposited.

The bid shall be furnished in the following manner:

One small size envelope containing the earnest money shall be furnished and must be superscribed **“Earnest Money against TN to be opened on 15.06.2016”**

Second suitable medium size envelope for the bid Part-A- which must be superscribed **“Qualification Requirements” RFP FOR PREPARATION OF FIXED ASSETS REGISTERS AND OTHER ALLIED WORKS FOR J.V.V.N.L., Jaipur.**

Third envelope for financial offer, which should be superscribed **“Financial Bid against RFP FOR PREPARATION OF FIXED ASSETS REGISTERS AND OTHER ALLIED WORKS FOR J.V.V.N.L., Jaipur.**

All the above three envelopes should further be enveloped together in a big size envelope and must be superscribed **“Bid offer against RFP to be opened on 15.06.2016”**, and should be addressed to the following in order to reach in the latter's office invariably by 2.30 P.M. on **15.06.2016**. The bids furnished after this scheduled time and date shall not be entertained and shall stand summarily rejected as late bids.

**The Chief Accounts Officer (Rev.-Control),
Jaipur Vidyut Vitran Nigam Limited,
Shed No. 6, Vidyut Bhawan, Janpath
Jaipur- 302 005**

The bids so received shall be opened on the same day at 3.30 PM in the presence of the representative[s] of the Bidder, who wish to be present.

JAIPUR VIDYUT VITRAN NIGAM LIMITED
SECTION – I
INSTRUCTIONS TO BIDDERS

1. **INTRODUCTION:** Jaipur Vidyut Vitran Nigam Ltd. [Here in after to be referred to as J.V.V.N.L./Jaipur Discom/Nigam] intends to have "**Preparation of Fixed Assets Registers & Other Allied works**". The job involves as detailed out in Section-IV "**Objective and Scope of Work**", however any work if specifically not mentioned but reasonably implied for the successful implementation and optimal performance of the proposed work shall deemed to be inclusive and shall be an integral part of the scope of work. The Bidders are very well supposed in their own interest to go through the bid documents, instructions, forms, terms and general information carefully and thoroughly. Failure to provide information, which is essential to evaluate the bid or to provide timely clarification or substantiation of the information supplied or submission of bid not substantially responsive to the bid document may result in disqualification.

2. **FIELD CONDITIONS:** The bidders in their own interest are rightly supposed, before submitting the bids, to survey inspect, examine and thus to get fully acquainted themselves about the geographical area, modus operandi of the operations among other allied matters. For this, the Bidders may contact the concerned circle/divisional/sub-divisional officers of J.V.V.N.L. The details of the area to be covered in the scope of the contract are available at Section-IV. No claim for change in the bid or terms & conditions of the contract shall be entertained on the ground that the conditions are different than what have been indicated in the specifications.

3. **AMENDMENTS TO BID DOCUMENT:** At any point of time prior to the scheduled time and date for submission of bids as well as up to opening of price bids, J.V.V.N.L. may for any reason, modify the bid document by issue of amendment(s) which shall form part of the bidding documents. The addenda shall be sent in writing to all the prospective Bidders. Suitable extension to the scheduled date, if considered necessary may be made on this count.

4. **NO DEVIATION FROM BID DOCUMENTS:** The bid offer must include a separate statement indicating no deviations from the bid documents as per format enclosed at **Schedule-I**.

5. **FILLING IN/COMPLETION OF BIDS:**
 - 5.1 Bid shall be submitted as per the formats attached / details desired here to and all blanks in the bid and the **Annexure** of the specifications shall be duly filled in one original and one duplicate copy. The complete forms, annexure shall be considered as part of the contract documents in case of the successful bid.

 - 5.2 No alteration should be made to forms of the bid specification and **Annexures**. The bid must comply entirely with the specifications.

 - 5.3 The bid and all accompanying documents shall be in English language and shall be signed by a responsible and authorized person. The name,

designation and authority of signatory shall be stated in the bid, along with documentary proof in favour of authorization of the person undertaking and signing the bidding documents.

- 5.4 Bids should be filled in only with ink or typed. No bid filled in by pencil or otherwise shall be considered.
- 5.5 All additions, alterations and overwriting in the bid must be clearly initialed by the signatory to the bidder.
- 5.6 The bidder should quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/ prices shall be in words as well as in figures. This must not contain any addition, alteration, overwriting, cutting or corrections and any other marking, which leave any room for doubt.
- 5.7 The contract awarding authority will not be responsible to accept any cost involved in the preparation or submission of the bids.
- 5.8 **Each of the pages of offered documents should have proper page No, Section No. The table of contents in the beginning of offer shall be mentioned. The offer should be duly binded. In absence of such pattern offer may be rejected.**

6. DOCUMENTS COMPRISING THE BID:

- 6.1 **PART A: PRE QUALIFICATION AND OTHER DETAILS:** In this part the Bidder shall submit the full details substantiating their professional vis-à-vis financial competence and the experience commensurate with the qualification requirements mentioned in Section-III. The bidder shall also be required to furnish the detailed roadmap drawn by it to successfully execute the proposed work within the desired time framework.

The bidder is also required to furnish the following documents/ information with the Bid:

- i) Covering Letter
- ii) Power of Attorney/ Board Resolution in favor of signatory to the bid;
- iii) Qualification details as per details at Section III.
- iv) Original consortium/ JV agreement between the bidder and its collaborators or associates, if any;
- v) Earnest money as per clause No 8.
- vi) Other details as called for in the bid documents or which the bidder may like to highlight.
- vii) Details of commercial terms and conditions.

- 6.2 **PART B: COMMERCIAL/FINANCIAL OFFER:** In this part the Bidder shall submit full details in accordance with format given in Schedule-V. The bidder shall also be required to furnish the details of the roadmap proposed by it.

- 6.3 **FORMAT AND SIGNING OF BID:** The bidder shall submit their proposals in two sets [one original and one duplicate copy], complete in all respects with enclosures duly signed on each page. Each copy shall be clearly marked "Original"& "Duplicate" respectively.

The person(s) shall sign the bid, duly authorized to make it contractually liable to the contract with Power of Attorney/ resolution, duly accompanied with the bid.

All pages of the bid, including entries or amendments or corrections so put in shall be initialed by the person or persons signing the bid.

This bid document duly signed on each and every page shall also be attached with the bid in token of acceptance of the terms and conditions, except those mentioned in the schedule of deviations.

7. **SUBMISSION OF THE BIDS:** The bids are required to be sent in two sets [One original and one Duplicate] in order **to reach on or before 15.06.2016 up to 2.30 PM invariably to:**

**The Chief Accounts Officer (Rev.-Control),
Jaipur Vidyut Vitran Nigam Limited,
Shed No. 6, Vidyut Bhawan, Janpath
JAIPUR-342005.**

The late bids shall not be entertained and shall be liable to be summarily rejected.

7.1 The bid shall be furnished in two parts in the following manner;

- i) One small size envelope containing proof of depositing/furnishing the Earnest Money. This envelope shall be superscribed as **"EARNEST MONEY AGAINST RFP"**.
- ii) The second envelope duly sealed and superscribed 'Qualification Requirement **AGAINST RFP PART-A**'. In this part the bidder is required to furnish the requisite confirmation in regard to Qualification Requirements of specifications so that J.V.V.N.L. may be able to examine and ascertain that the bidder is professionally vis-à-vis financially capacious to execute the proposed work in the manner and within the time framework as desired by the J.V.V.N.L..
- iii) The third envelope duly sealed and superscribed **"FINANCIAL BID AGAINST RFP PART- B"**. This envelope shall include submission of details of prices/charges in the prescribed schedule as per the requirement of the bid.
- iv) The fourth big size envelope is for covering the sealed envelopes of the EARNEST MONEY, Qualification Requirement Part- A, and sealed envelope of the PRICE BID PART-B and super scribed **"BID OFFER AGAINST RFP TO BE OPENED AT 3.30 PM ON 15.06.2016"**.

Two sets of the bid offer shall be furnished with the marking as "ORIGINAL' and 'DUPLICATE', respectively.

- 7-A. BID VALIDITY:** Bid shall remain valid for acceptance for a period of 60 days [Sixty days] after the date of open of Bid or 120 days from the date of receipt of Bid whichever is later. However, J.V.V.N.L. may require having the above validity further extended but prior to expiry of the original validity of the bids.

- 8. EARNEST MONEY:**
- 8.1 **Before submitting the offer the bidder shall have to deposit with the Accounts Officer (Cash), J.V.V.N.L., Jaipur the amount of Rs 30,000/- against Earnest Money as specified, either in cash or through crossed Bank Draft/ banker's cheque payable to Accounts Officer (Cash), J.V.V.N.L., Jaipur payable at Jaipur and put in a copy of the receipt thereof in the envelope for earnest money deposit proof. No other mode of deposit shall be accepted.**
- 8.2 Any bid not accompanied with a copy of the Receipt for Earnest Money/Crossed Bank Draft shall not be opened and shall stand summarily rejected.
- 8.3 In case of unsuccessful bids, the Earnest money will be refundable on production of the original receipt within a fortnight after finalization of the bid. In case of successful bids the Earnest Money will be taken into account in arriving at the amount of the Security Deposit referred in the Clause 3 of Section-II and shall be adjustable there against.
- 8.4 Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the J.V.V.N.L. in connection with some other bids/orders shall not be entertained.
- 8.5 No interest shall be payable on such Deposits.
- 8.6 The J.V.V.N.L. reserves the right to forfeit Earnest Money Deposit or a part thereof under the circumstances, indicating that the bidder is not earnest in accepting/executing order placed under the specification.**
- 9. COST OF SPECIFICATION:** The purchase of the specification is essential for participation in the bid. The specification giving terms and conditions and technical data can be obtained from the office of the Chief Accounts Officer (Rev.-Control), J.V.V.N.L., Jaipur on any working day or can be downloaded from the Nigam's website, in which case the cost of tender document is required to be deposited in cash or by Banker's Cheque / DD for amounting to Rs. 2500/- [non-refundable] payable to **Accounts Officer (Cash), J.V.V.N.L., Jaipur** and photocopy of the receipt be enclosed with the Bid.
- 10. LATE BIDS:** Any bid(s) received after the scheduled time and date is liable for summarily rejection.
- 11. BID OPENING AND EVALUATION:** J.V.V.N.L. will open Part-A envelope of the bids, in the Office of Chief Accounts Officer (Rev.-Control), J.V.V.N.L., Jaipur in the presence of bidders or their authorized representatives, who wish to be present. If the opening date is a holiday, the bids will be opened on the next working day at the same place and time, unless notified otherwise.

SELECTION: The selection of Bid shall be made in the following two stages:

Stage First: Qualification Requirement (part 'A'): All the received bids shall be evaluated first on the basis of qualification requirement prescribed in Section III "Qualification Requirement" of this specification.

The bidders who meet all the requirements laid in this section shall be selected for opening of commercial/ financial offer i.e. part 'B'. The bidders who do not qualify the QR as per section III of this specification, shall be considered as "not Qualified Bidder" and no further correspondence in this regard shall be entertained.

Stage Second: In this stage the **financial bids (part 'B')** of all the bidders who qualify the part 'A' shall only be opened.

12. OPENING OF PART-B BID: The date and time for opening Part-B Commercial/ Financial Offer will be intimated to the Bidders, short-listed by J.V.V.N.L. in due course. Part-B bid of the Bidders, not short-listed shall not be opened. Short-listed bidders or their representatives as intimated by the J.V.V.N.L. may attend Part-B bid opening. **J.V.V.N.L. has reserve the rights to ask the bidders to furnish revised sealed financial offer, instead of opening the original financial offer, on account of any changes (commercial) to be incorporated in the specifications subsequent to the opening of part A.**

13. SIGNING OF AGREEMENT: The successful bidder shall, on receipt of Letter of intent from J.V.V.N.L. enter into a contract with J.V.V.N.L. by jointly signing an agreement. The draft of the agreement based on the terms sheet, detailed in Section-II and Section-III shall be forwarded to the successful bidder for execution. The agreement shall be executed within fifteen days thereafter. The person to sign the agreement shall be duly authorized by the Bidder.

14. REJECTION OF BIDS

14.1 Any action on the part of the Bidder to revise the rates/prices and modification in the substance of original bid, submission of any supplementary information unless & otherwise specifically asked for, at his own instance after the opening of the Bid may result in rejection of the Bid and may also debar him from submission of Bids to the NIGAM, in future for a period as decided by the Nigam.

14.2 The Nigam reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any point of time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders about the grounds whatsoever for the action of the Nigam.

15. GENERAL: In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to J.V.V.N.L. shall be taken, in to consideration, if satisfactory clarification is not furnished within the prescribed period.

J.V.V.N.L. will not be responsible for any cost or expenses, whatsoever incurred by the bidder in connection with preparation or submission of bids.

Bids sent through Telex, Telegraphic or Fax, e-mail shall not be acceptable.

J.V.V.N.L. reserves the right to:

- i) Reject or accept any bid.
- ii) Cancel the bid process and reject all applications.
- iii) Vary the area.

J.V.V.N.L. shall neither be liable for any action nor be under any obligation to inform the bidders about the grounds whatsoever for its any of the above actions.

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JAIPUR VIDYUT VITRAN NIGAM LIMITED

SECTION – II TERMS & CONDITIONS

The Terms and Conditions of the contract shall prevail and shall be binding on the bidder and any change or variation expressed or impressed howsoever made shall be in-operative unless expressly sanctioned otherwise by the J.V.V.N.L.. The Bidder shall be deemed to have fully informed itself and to have specific knowledge of the provisions under terms and Conditions of this specification mentioned hereunder:

1. **DEFINITION OF TERMS:**

- 1.1 In constructing these general conditions and the annexed specification, the following words shall have the meaning here in assigned to them unless there is anything in the subject of context inconsistent with such construction.
 - 1.1.1 The “J.V.V.N.L.” shall mean the JAIPUR VIDYUT VITRAN NIGAM LIMITED represented by Managing Director and shall include their legal personal representative, successors and assignees. The “Owner” or “Nigam” shall mean “J.V.V.N.L.”.
 - 1.1.2 The “Tenderer”/ “Bidder” shall mean and include one or more persons or any firm or any company or body in corporate who has submitted the bid in response to “REQUEST FOR PROPOSAL” by J.V.V.N.L..
 - 1.1.3 The “Bidder”/“Firm”/CA/Agency firm shall mean whose bid has been accepted by the “J.V.V.N.L.” and shall include the bidder heirs, legal representative, successors and assignees approved by the Nigam.
 - 1.1.4 The “Managing Director” shall mean the Managing Director, J.V.V.N.L., Jaipur.
- 1.2 “Works” mean and include the work or works to be done by the bidder under the contract.
 - 1.2.1 The “Contract” shall mean and include the following:
 - i) Invitation of bid.
 - ii) Instructions to bidder.
 - iii) Bid form including schedule of prices
 - iv) Earnest Money Deposit
 - v) Letter of Intent and its acknowledgement,
 - vi) Security Deposit/Guarantee.
 - vii) Formal Work order,
 - viii) General Conditions of Contract,
 - ix) Special Instructions,
 - x) Site Conditions,
 - xi) Specification, specific conditions, schedules and annexure.

- xii) Addenda that may hereafter be issued by the J.V.V.N.L. to the bidder in the form of letter and covering letters and schedule of prices as agreed to between the bidder and the Nigam.
 - xiii) The agreements to be entered into under clause 7 of these General terms & Conditions.
- 1.2.2 The "Request for Proposal" and "Specification" shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.
- 1.2.3 The Month shall mean, English calendar month i.e. period of 31/30 days and week shall mean a period of 7 days.
- 1.2.4 The "Site" shall mean the place or places named in the contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.
- 1.2.5 "Letter of Intent" shall mean the Nigam's letter conveying his acceptance of the bid subject to such reservations as may have been stated therein.
- 1.2.6 The "Contract Price" shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.
- 1.2.7 Formal work order shall mean the Nigam's letter which may be issued in the way of letter of intent containing detailed terms and conditions of the work and such other particulars which the Nigam may like to convey to the bidder pending execution of a formal written agreement.
- 1.2.8 "Writing" shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
- 1.2.9 The Work "Codes" shall mean the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made there under applicable in the State of Rajasthan on the date of letter of intent with such special modification thereof as may be specially stipulated by competent State Authorities i.e. Chief Electrical Inspector of Rajasthan.
- 1.2.10 Words importing "PERSON" shall include firms, Companies, Corporations and other bodies whether incorporated or not.
- 1.2.11 Words importing the singular only shall also include the plural and vice versa where the context requires.
- 1.2.12 Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897).
- 2. CONTRACT PERIOD:** The contract period for Preparation of Fixed Assets Registers & Other Allied works for the period 2013-14 to 2015-16 of Jaipur Vidyut Vitran Nigam Limited – Jaipur Discom shall be initially for One year from the date of work order, which can be extended further for such period or periods as mutually agreed. The

performance of the Bidder will be reviewed bi-monthly (**i.e. after completion of every two months**). The contract for awarded assignment may be rescinded at any time if the performance regarding achievement of the objective and scope of works as illustrated under Section-IV of this specification is not found satisfactory [no compensation will be paid] or the Chartered Accountants firm breach any of the terms and conditions. After expiry of the contract period the Bidder shall hand over database to J.V.V.N.L..

3. **GUARANTEE/ DEPOSIT**: Following guarantees / Deposit shall be required to be furnished:

3.1 **SECURITY GUARANTEE / DEPOSIT**: Security Deposit against the successful and satisfactory completion of the contract for the **amount equivalent to 2% of the total ordered value of these charges shall be deposited/ furnished by the successful bidder within 15 days of receipt of the letter of Intent/Detailed Purchase Order either in cash/DD with the Accounts Officer (Cash), J.V.V.N.L., Jaipur or in the form of Bank Guarantee from a scheduled Bank on a non-judicial stamp paper of appropriate value of Rs. 100/- in the prescribed format addressed to the Chief Accounts Officer (Rev.-Control), J.V.V.N.L., Jaipur.** The proformas of BG (if required) will be given to successful bidder. The Bank Guarantee if given is to remain valid for a period of 3 months after completion of contract and thereafter after ascertaining the successful and satisfactory completion of the contract the same shall be released. The security in the form of cash /DD/BG will be refundable after three months of successful completion of work

3.2 **RETENTION MONEY/DEPOSIT AGAINST SATISFACTORY COMPLETION OF WORK**: A Separate Deposit of an amount equivalent to 10% of contract value shall be deposited by the successful bidder either in cash/DD with the Accounts Officer [Cash], J.V.V.N.L., Jaipur or in the form of Bank Guarantee from a scheduled Bank on non-judicial stamp paper(s) of appropriate value as intimated by J.V.V.N.L. in the prescribed format addressed to the Chief Accounts Officer(Rev.-Control), J.V.V.N.L., Jaipur for satisfactory completion of work within 15 days of receipt of the letter of Intent/Detailed Order. **Alternatively, the successful bidder(s) may like to have the amount equivalent to this 10 per cent deducted from their due and admissible payments from their bills. The deposit or the Bank Guarantee as the case may be is to remain valid for a period of 6 months from the date of completion of the work.**

4. **RULES & REGULATIONS**: The job shall be carried out as per the rules, regulations and other details as prevailing in J.V.V.N.L., which shall be made available to the Bidder. These rules and regulations may be modified by J.V.V.N.L. from time to time and would be intimated to the Bidder for adhering to the same. The Bidder 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. For any consequences arising out of non-

compliance whatsoever in regard to all the prudent and applicable provisions of these Acts, Regulations etc. the bidder shall be wholly responsible. The successful tenderer shall not disclose the Rules/ Regulations/ orders of JVVNL to any outsider in manner. If at any time during the contract period, it comes to the notice of management that some information/ rules/ regulation etc are passed on by the successful bidder, this tantamount to breach of contract and suitable action against the firm/ company would be taken as per rules.

5. **COMPLIANCE OF LABOUR LAGISLATION:** The bidder shall discharge its liability of employer/ bidder in respect of personnel to be engaged for service, as set out in EPF and MP Act, 1952 ESI Act, 1948 (in ESI implemented area), workmen's compensation act, 1923 (in non ESI implemented area) contract labour (R&A) Act, 1970, Payment of Wages Act, 1936, Minimum Wags Act, 1948 etc. The bidder is required to get separate code under the provision of EPF and ESI Acts, if not already taken and deposit the employer's contribution along with employees' subscription, as per rule and submit copies of challans at the time of claiming payment, as per clause 28, failing which an amount equivalent to employer's contribution and employees subscription shall be deducted from its each bill and deposited with the concerned authorities. The bidder shall be solely responsible for any consequences arising out of breach of any legislation.
6. **SAFETY OF SYSTEM:** The Bidder shall be fully responsible for Preparation of Fixed Assets Registers & Other Allied works for the F.Y. 2013-14 to 2015-16 of Jaipur Vidyut Vitran Nigam Limited. The documents and records relating to it shall be handed over to J.V.V.N.L. in good condition from time to time as and when required by the J.V.V.N.L. in soft as well as hard copies as per scope of works and finally after completion of the work. The original records taken from any of the office of J.V.V.N.L. shall be handed over back in good condition to the respective office after addition, alteration and/ or new incorporation. Bidder shall make good to J.V.V.N.L. any loss suffered by it due to default of the Bidder in this respect.
7. **CONTRACT AGREEMENT:** The Bidder will have to enter into an agreement with J.V.V.N.L. to be known as "Contract Agreement" setting out all terms, and conditions including those mentioned in this terms & conditions for the proposed work. The successful bidder committing a default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default. The agreement can however be otherwise terminated by either party by giving a one-month advance notice and on such terms and conditions as mutually agreed to.
8. **GOVERNING LAWS AND JURISDICTION:** the Indian Law shall govern the agreement. Only appropriate courts in Jaipur (Rajasthan) alone shall have exclusive Court Jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.

9. **JURISDICTION FOR LEGAL PROCEEDINGS:** The contract shall be governed by the laws of India for the time being in force and shall be subject to the court of competent jurisdiction at JAIPUR (RAJASTHAN) INDIA alone. All disputes, differences questions whatsoever arising between the J.V.V.N.L. and the Bidder upon or in relation to or in connection with the contracts shall be deemed to have arisen at JAIPUR only and no court other than court at Jaipur, Rajasthan shall have jurisdiction to entertain or try the same.
10. **SETTLEMENT OF DISPUTES:** In the event of any question, dispute, interpretation or difference what so ever which may arise between the J.V.V.N.L. and the Bidder, the same shall be referred to the corporate level settlement committee constituted by J.V.V.N.L. and the mutual settlement so arrived at shall be final and binding on both the parties.
11. **CONDUCT OF BIDDER'S STAFF:** If any of the Bidder's employees in the opinion of J.V.V.N.L. is found guilty or commits misconduct or incompetence or negligence, then if so directed by J.V.V.N.L., the Bidder shall at once remove such employee and replace him/her by a qualified and competent substitute.
12. **LIEN:** In case of any lien or claim pertaining to the work and responsibility of the Bidder for which J.V.V.N.L. might become liable, it shall have right to recover such claim amount from the Bidder.
13. **BIDDER TO KEEP ITSELF FULLY INFORMED:** The bidder shall be deemed to have carefully examined the General conditions, specifications, schedules and drawings also to have satisfied himself as the nature and character of the work to be executed and where necessary, on the site conditions and other relevant matters and details. Any information there or otherwise obtained from the existed Nigam or the Engineer shall not be in any way relieve the bidder from its responsibility for executing the work in terms of the contract including all details and incidental works if it happens to have any doubt as to the meaning of any portion of the general or any special condition of contract and specifications, it shall before signing the contract or commencement of the work, whichever in earlier, set forth the particulars thereof and submit in writing in order that such doubt may be allayed.
14. **BID FORMS AND ACCEPTANCE OF BID:** Each bidder must prepare and submit his bid strictly according to the procedure laid down in the instructions to bidder annexed herewith. The bidder may if it deems it essential shall submit in the envelope with it bid short and concise memorandum or any letter accompanying the bid as to form part of the bid. Any bidder wishing to submit descriptive matter for consideration must enclose it in a separate envelope marked and addressed in the same manner as the bid with the addition of the word "descriptive matter". The Nigam is not bound to accept the lowest bid or any bid or assign any reason for the rejection of a bid. The Nigam also reserves the right to either call for fresh bids or to accept either the whole or a part of bid or to place orders for any increased or decreased quantum of work wholly at its discretion.

15. **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 having suffered on account of these events is given within 21 days from the date of occurrence to the entire satisfaction of the Nigam thereof the provision of penalty Clause of this specification shall not be invoked by the J.V.V.N.L. provided further that the work under the contract shall be resumed, as soon as practicable after such event (s) has ceased to exist and the decision of the J.V.V.N.L. as to whether the work 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 firm shall immediately inform to this effect to the J.V.V.N.L. in which case the J.V.V.N.L. reserves the right to award the contract or part thereof from any other source at the risk and cost of the bidder.
16. **BIDDER'S DEFAULT:**
- 16.1 If the bidder neglects to execute the works with the due diligence and expedition or refuses or neglects to comply with any reasonable orders given to him, in writing by the nodal officer/ representative of Discom in connection with the works or contravenes the provisions of the contract, the Nigam may give notice in writing to the bidder to make good the failure, neglect or contravention complained of. Should the bidder fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the Nigam shall be at liberty to employ other persons and forthwith execute such part of the works as the bidder may have neglected to do or if the Nigam shall think fit, it shall be lawful for him without prejudice to any other right he may have under the contract, to take the works wholly or in part out of the bidder's hands and re - contract with any other person or persons to complete the works or any part thereof and in that event the Nigam shall be free to use all bidder's equipment that may have been at the time on the site in connection with the works without being responsible to the bidder over the same, and the Nigam shall be entitled to retain and apply any balance which may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid exceeds the balance payment due to the bidder, the bidder shall pay such excess. Such payment of excess amount shall be exclusive of the liquidated damages for delay, which the bidder shall have to pay if the completion of works is delayed.
- 16.2 In addition, such action by the Nigam as aforesaid shall not relieve the bidder of its liability to pay liquidated damages for delay in completion of works. The termination of the contract under this clause shall not entitle the bidder to have the performance deposit refunded or get reduced.
17. **SERVICE TAX etc:** The payment of service tax and any other statutory levies if agreed to be borne by the J.V.V.N.L. shall be made by the **Nigam against providing documentary proof in support of their being registered with the respective department(s) and such tax/levies deposited.**

18. MODE OF PAYMENT:

Completion of contractual formalities is essential before claiming any payment. The invoices shall be correctly prepared in quadruplicate in the name of Chief Accounts Officer (Rev.-Control) and shall be furnished as under:

The Bidder shall furnish the Asset Register – Accounting unit wise/circle wise, yearwise to the Sr. Accounts Officer (Accounts) after getting it verified from the concerned Circle S.E. and Sr.A.O./A.O. of O&M accounting units and Sr.A.O./A.O. of non O&M accounting units, who after due verification shall furnish the bill for payment. Payment shall be released as per following manner within 30 days from the date of receipt of invoices complete in all respect, including the performance guarantee/deposit in absence of which only 90 per cent payment shall be released. **The 100 % payment released will be net off retention money or any other recoverable deductions, to be made from the bills.** The Accounts Officer (Rev), J.V.V.N.L., Jaipur receiving the verified bills from the officer designated, will arrange the payment accordingly.

S.N	Activity	Payment to be released
1	Preparation of fixed assets register from 2013-14 to 2015-16 in respect of each O&M circle (13 O&M circle) viz. JCC, JPDC, Alwar, Dausa, Bharatpur, Kota, Jhalawar, Swai Madhopur, Karauli, Baran, Dholpur, Bundi and Tonk.	5% of the contract value for each circle
3	Preparation of fixed assets register from 2013-14 to 2015-16 in respect of non O&M circles.	5% of the contract value for all non O&M circle
4	Preparation of fixed assets register from 2013-14 to 2015-16 company as a whole.	30% of the contract value

19. PRICE:

- 19.1 The Bidder(s) are to quote **FIRM Price** only.
- 19.2 The prices quoted should be inclusive of Service tax and all other taxes.

20. FAILURE TO EXECUTE THE CONTRACT: The successful bidder(s) failing to execute the order placed on them to the entire satisfaction of the Nigam with terms and conditions set forth therein, will be liable to make good the loss sustained by the Nigam, consequent to the placing of fresh orders elsewhere at higher rates, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Liquidated Damages and forfeiture of earnest money, security deposit, performance guarantee and any other financial hold available with the Nigam.

21. ASSIGNMENT OR TRANSFER OR SUB CONTRACT: - The bidder shall not assign or transfer the contract or any part thereof to any Bidder/ personnel during the currency period, without prior written permission of the Nigam.

- 22. ALLOCATION OF WORK OF PREPARATION OF ASSETS REGISTER:** Normally the allocation of work of preparation of Assets Register shall be considered on the basis of scope of work mentioned herein, yet the Nigam reserves the sole right and discretion to allocate the Accounting Units for which the Assets Register is to be prepared as per its own assessment without having any regard to any question or clarification.
- 23. ACCEPTANCE OF CONTRACT:** The successful bidder will be forwarded three sets of work order, two of which will be signed (each page) by him/his authorized representative in token of his accepting the contract and returned to the authority placing the order within 15 days of its issue, failing which, its EMD is liable to be forfeited.
- 24. WORK COMPLETION PERIOD:** After receipt of clearance about satisfactory preparation of Assets Register of one Circle(to be decided by the Discom) for F.Y. 2013-14 to 2015-16 from the Head Office, ten months period shall be allowed for whole contracted work of preparation of Assets Registers.
Time Schedule for completion of work after clearance of inception report of one Circle is as under:-

S.N	Period	Work to be complete
1	During first 2 months after clearance inception report of one circle	Preparation of Fixed assets Register of 3 O&M Circles
2	3 rd to 4 th months after clearance inception report of one circle	Preparation of Fixed assets Register of 3 O&M Circles
3	5 th to 6 th months after clearance inception report of one circle	Preparation of Fixed assets Register of 3 O&M Circles
4	7 th to 8 th months after clearance inception report of one circle	Preparation of Fixed assets Register of 3 O&M Circles
5	9 th to 10 th months after clearance inception report of one circle	Preparation of Fixed assets Register of all non O&M accounting Units and company as a whole

- 25. RECOVERY FOR DELAY IN EXECUTION OF WORK:** If the Bidder fails to execute the work assigned to him within the time specified in the contract or any extension thereof, the J.V.V.N.L. shall recover from the Bidder HALF PERCENT **(0.5%) per week or part thereof of the charges of the respective delay in the scheduled period subject to a maximum of TEN PERCENT (10%) of the charges payable.**

JAIPUR VIDYUT VITRIN NIGAM LIMITED
SECTION-III
QUALIFICATION REQUIREMENT

- 1 **INTRODUCTION:** This section covers the minimum requirement with respect to experience, capability and other particulars about the Bidder to render it eligible for participation in the proposed RFP. The BIDDER shall become eligible to bid on satisfying the following "BID QUALIFICATION REQUIREMENTS" and on production of the required documentary evidences along with its proposal. Bidder is first of all required to keep itself fully acquainted with the organization structure and the modus operandi being used for preparation of Assets in the form of Assets Register with the respective provisions of the Acts, and accounting standards.

2. **BID QUALIFICATION REQUIREMENTS:** The bidder shall satisfy the following requirements to be qualified as a bidder and provide necessary documentary evidences in support of that. The commercial offers/ price bid of only such bidders who qualify the following will be opened for second stage short listing as specified in Clause No 12 of Section I of this specification:.
 - (i)**The bidder(s) professionally capacious and experienced under the categorization as prescribed by the premier regulators viz the RBI and/or the Comptroller and Auditor General of India (CAG) shall be considered as eligible for award of contract.**

 - (ii)Firm should be registered with ICAI.

 - (iii)Firm should have experience of audit, consultancy etc or conducting similar works. Documentary evidence in this regard should be attached with the tender response.

 - (iv)**Firm should have head quarter in Rajasthan and strength of atleast three CA partners including 1 FCA.**

3. Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty thousand only) would be required to be submitted. However, EMD amount would be adjusted against SD for the successful bidder. EMD of other bidders shall be refunded within 30 days of award of contract without any interest on production of original receipt.

4. Detailed presentation on Firm's experience, Proposed Methodology of the assignment and PERT chart should be enclosed.

5. **PERSONNEL CAPABILITIES:** The Bidder shall ensure that deputed personnel are trained and experienced for execution of the contract so that all activities are carried out in a highly professional and sound managerial manner and also compatible to the statutory requirement of the relevant Acts and the accounting standards. As far as possible the Bidder shall not change the office in charge / nodal officer, frequently and that too

without prior written permission of the Nigam. The bidder shall furnish documents in respect of the experience of the key personnel proposed to be deployed by them.

J.V.V.N.L. shall be at liberty to verify the above at any point of time, prior to award of contract as well as during the currency of the contract.

- 6. INFRASTRUCTURE & TECHNOLOGY AVAILABILITY:** The bidder should confirm that it will engage sufficient number of trained and qualified persons for smooth, speedy and timely execution of all activities of the proposed work, to the entire satisfaction of the Nigam. The bidder shall keep Nigam informed with the monthly reporting about the work done in the prescribed proformas (To be supplied to successful bidder). The bidder should also provide the list of Computers/ Laptops/ Servers etc available with their configuration.
- 7. The Firm tentatively indicates the names of –**
 - (i) Senior Partner- Qualification and Experience
 - (ii) Junior Partner- Qualification and Experience
 - (iii) Work force- Average Qualification and Experience
 - (iv) Tenure of Association.
- 8. Details of work executed:-** The qualification bid should supported with the details of work executed of similar nature in public as well as in the private sector.

SECTION-IV OBJECTIVES AND SCOPE OF WORK

1. GENERAL INFORMATION ABOUT J.V.V.N.L.

1. **INTRODUCTION:** Jaipur Vidyut Vitran Nigam Ltd [hereinafter to be referred to as J.V.V.N.L./Discom/Nigam] a Distribution Utility entrusted with the license for sub-transmission and distribution of electric power in the designated areas within the state of Rajasthan covering the district of Jaipur, Dausa, Swaimadhampur, Tonk, Kota, Bundi, Jhalawar, Baran, Alwar, Bharatpur, Dholpur, Karauli District.

2.1 General details

S.No.	Description	Nos.
1	No of Zones	3
2	No of O&M Circles:- JCC, JPDC, Alwar, Dausa, Kota, Bharatpur, Swaimadhampur Jhalawar, Karauli, Bundi, Dholpur, Baran and Tonk	13
3	Other Accounting Units- Non O&M (Cash, Budget, CPC, RDPPC, Jaipur Zone, RE & TW, MM and Head office)	8

2.2. OBJECTIVE AND SCOPE OF WORK:

1. The major asset categories will include Land & Land Rights, Buildings, Sub-stations, transformers with civil constructions, 33/11kv line network etc. These asset categories should be clearly identified the cost and accumulated depreciation on individual asset needs to be assigned. Wherever such details/ information are not available with reference to the original asset registers of the year, the capitalization value will need to be assigned/apportioned based on valuation report/best available resources.
2. The civil structures e.g. buildings etc. will include Sub-stations building, auxiliary and ancillary buildings including residential colonies, etc. These should be clearly identified.
3. Distribution assets will cover all the assets relating to distribution of power such as distribution transformers, distribution lines, consumer connections, Metering Equipment etc.
4. Extent of all land, land appurtenant to our Sub-stations and colonies should be identified and wherever possible details of area in acreage/ hectares square meters etc as the case may be, and the reference of land records, etc. must be given.
5. List of all movable vehicles like car, trucks, dumpers and excavators, etc. to be listed separately under heavy and light vehicles.

6. All electronic items such as computers and peripherals, Typewriters/ Photocopiers, slide projectors, cameras, fax machine, EPBAX systems etc. should be listed under suitable sub headings.
7. List of all items relating to and forming part of Furniture & Fixtures and Office equipment.
8. Assets sold and leased back though physically exists as part of Discom's net of assets but are out of books of the company. Such asset are to be shown distinctly in the fixed asset register with 'nil' value.
9. Assets sold on lease to lesser earlier and returned back to Discom after expiry of lease period at its residual value, may be shown distinctly as no further depreciation is to be charged on such assets.
10. Fixed Assets Record shall be compiled conforming to the requirements of all relevant Acts and shall provide complete particulars of the assets giving details with regard to costs, description of assets, quantities, location, subdivision, months & particular of acquisition put to use/ depreciation, and other critical information in relation to conduct and management. Care should be exercised to establish that the record compiled shall be satisfactory in context to the prevailing accounting standard. Assets Registers will be prepared Division and Circle wise as well as Discom as a whole duly reconciled with Balance sheet.
11. Depreciation shall be computed keeping in view the statutory provisions (i.e. Companies Act, 1956 Income tax Act, Electricity Supply Act 2003) and shall conform to managements policy prescribed in this regard.
12. The Fixed Assets Registers of Jaipur (Discom) shall be prepared accounting unit wise and Discom as a whole and shall show all relevant information conforming to generally accepted accounting principles and shall be prepared accordingly which should be certified by the firm as well as concerned S.E. and Sr. AO/AO.
13. Fixed Assets records developed shall be reconciled with the financial records such as General Ledger and Balance Sheet. All constraints and limitations shall be exhaustively explained so that management is able to establish satisfactory improvements and controls going forward on sustained basis. The firm shall also suggest the accounting treatment of the difference between the book value of the assets and the value as per Asset Register. The accounting treatment shall be as per the requirement of accounting standards issued by ICAI.

14. The firm shall also coordinate to finalize, computation and calculation of value of Fixed Assets and Depreciation before the R.E.R.C. for ARR and Tariff purposes.
 15. All results shall also be configured on computers by way of database in soft copy in addition to physical formats.
 16. The report should separately deal with all aspects, which though may be incidental but have relevance to management to strengthen its information base and contribute in strengthening its domain of related accounting and control procedures.
 17. Discom has right to allot work Zone wise to different firms.
 18. Scope of work may be increased or decreased on the term mutually decided between the firm and Jaipur Discom.
3. **SECURITY & SECRECY:** Bidders shall not disclose the information related to Assets wholly or partly to anybody else other than to the designated authority of the Nigam and shall maintain a close secrecy, in this regard.
 4. **INCEPTION/DRAFT ASSETS REGISTER:** In order to ensure the better execution of the proposed work in a scientific and managerial way upto the requirement so envisaged to, the **Bidder shall first furnish Assets Register of one circle(to be decided by the Discom) for the F.Y. 2013-14 to 2015-16 as inception report within a period of 45 days of awarding the contract, covering all aspects of scope of work as elaborated above.**

The J.V.V.N.L. on receipt of the inception report will furnish its recommendation for any modification, if required, within 15 days of receipt of the same. If no communication is received from the J.V.V.N.L. within the above-stipulated period it shall be presumed that the inception report is in order and the successful bidder may go ahead to start the work accordingly.

**COMMERCIAL TERMS & CONDITIONS
(TO BE SUBMITTED ALONGWITH PART-A OF BID)**

The Chief Accounts Officer (Rev.-Control),
Jaipur Vidyut Vitran Nigam Limited,
Jaipur

Dear Sirs,

Sub : Confirmation for, "No Deviation" in Commercial terms & conditions of package

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

Date:

Place:

(Signature)_____

(Name)_____

(Designation)_____

Bidder's Name & Address:

**QUALIFICATION REQUIREMENTS DETAILS
(TO BE SUBMITTED ALONGWITH PART-A OF BID)**

The Chief Accounts Officer (Rev.-Control),
Jaipur Vidyut Vitran Nigam Limited,
Jaipur.

Dear Sirs,

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

- 1.
- 2.
- 3.

Encl: As above

Date:

Place:

(Signature)_____

(Name)_____

(Designation)_____

Bidder's Name & Address:

**LIST OF PAST EXPERIENCE
(TO BE SUBMITTED ALONGWITH PART-A OF BID)**

The Chief Accounts Officer (Rev.-Control),
Jaipur Vidyut Vitran Nigam Limited
Jaipur

Dear Sirs,

We have completed/executed the orders as per details given hereunder:-

S.No.	Details of ordered work	Order No. & Date	Name & details of ordering Central/State govt. deptt/undertaking	Date of commencement
1	2	3	4	5

Date of completion	Contract value of ordered/executed work	Whether order executed as per stipulated work completion schedule or not	Remark
6	7	8	9

Note: Certificate(s) of competent authority of the Central/State govt. deptt/undertaking for satisfactory execution of stated works are to be furnished along-with this schedule.

Date :

Place :

(Signature) _____

(Name) _____

(Designation) _____

Bidder's Name & Address:

To be submitted alongwith Part-A of BID

The Chief Accounts Officer (Rev.-Control),
Jaipur Vidyut Vitran Nigam Limited,
Jaipur

Dear Sirs,

Sub : Confirmation for having gone through various circulars/ orders/ instructions and the formats related to preparation of Assets Register issued by the Nigam;

We hereby confirm that the Circulars/ instructions/orders/directions in respect of identification/ physical verification of assets and valuation thereof alongwith the formats of Assets Register issued by the Nigam have been collected and gone through and shall be taken care of during the course of preparation of aforesaid Assets Register. We further solemnly confirm that any other order/circular/issued but left to be included in the above list or are issued during the course shall also invariably be taken care of. However, these orders/circulars/instructions shall in no way restrict the scope of the work as envisaged in the specification.

Encl : List of instructions/orders.

Date:
Place:

(Signature)_____

(Name)_____

(Designation)_____

Bidder's Name & Address:

FINANCIAL OFFER**[To be submitted in duplicate]****(To be submitted alongwith Part-B of BID)**

**The Chief Accounts Officer (Rev.-Control),
Jaipur Vidyut Vitran Nigam Ltd.,
Shed no. 6, Vidyut Bhawan, Janpath,
JAIPUR-302005**

Sub: Price Bid against RFP for Preparation of Fixed Assets Registers, & Other Allied works for Jaipur Vidyut Vitran Nigam Limited – Jaipur Discom

Dear Sir,

We have procured the bid documents FOR **PREPARATION OF FIXED ASSETS REGISTERS AND OTHER ALLIED WORKS FOR J.V.V.N.L., JAIPUR**. We are submitting our financial proposals in duplicate each with complete set of enclosures, as given below:

(A) Financial proposal:

		Amt. in Rs.
S.No	Year	TOTAL AMOUNT FOR DISCOM
1.	2013-14 to 2015-16	

(B) Road map to prepare the Annual Assets Register:

1. No. of days required for identification of the Assets and insertion of the same in the Register in respect of each circle.
2. No. of persons proposed to be deployed in respect of each circle:
 - a) Chartered Accountant/Sr. Executives
 - b) Auditor/articles/supervisors
 - c) Others

Note: - The above road map is to be scheduled, keeping in mind to execute the whole work including final submission of Assets Register to the Sr. Accounts Officer (Accounts), Jaipur Discom by June, 2017.

THE QUOTED PRICES ARE FULL AND FINAL AND INCLUSIVE OF ALL APPLICABLE TAXES (including Service Tax) AND DUTIES AT THE TIME OF BID ANY STATUARY VARIATION INCLUDING IMPOSITION OF ANY NEW AND EXTRA STATUARY LIABILITY BY GOVERNMENT SHALL BE ON J.V.V.N.L. ACCOUNT.

Name: [Authorized Signatory]