

TENDER SPECIFICATION NO: TN-05

Cost of tender specification Rs.1000/-

For Providing Online Payment Gateway & Electronic Payment Services

Office of Chief Accounts Officer(R&C),
Jaipur Vidyut Vitran Nigam Limited (JVNL),
Vidyut Bhawn, Janpath, JAIPUR-302005

Contact Details

Contact Person	Chief Accounts Officer(R&C), JVNL, JAIPUR.
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जयपुर विद्युत वितरण निगम लिमिटेड



JAIPUR VIDYUT VITRAN NIGAM LIMITED

Chief Accounts Officer(R&C)

TENDER SPECIFICATION NO.TN - 05

Technical & Financial e-Bids are invited from reputed service providers for providing of online payment gateway and electronic payment services to JVVNL consumers.

Cost of Tender Document (non-refundable)	Rs. 1000/- (Rupees one thousand Only)
e-Tender Processing Fee(non-refundable)	Rs.1000/- (Rupees One thousand only)
Estimated Cost	Rs. 200 lacs (Rupees two hundred lacs only)
Earnest Money Deposit (EMD)	Rs. 4 lacs (Rupees Four lacs only)
Publishing Date/Time	30.11.2016, 17:30 hrs
Downloading of tender document	From 30.11.2016, 18:00 hrs onwards at https://eproc.rajasthan.gov.in
End of Document Downloading Date/Time	17.01.2017, 16:00 hrs onwards
Bid submission Start Date/Time & Place of submission of bids	21.12.2016, from 18:30 hrs onwards at https://eproc.rajasthan.gov.in
Bid submission Last Date/ Time	17.01.2017, up to 16:00 hrs
Submission of Banker's Cheque/ Demand Draft cost of NIT, e-Tender processing Fee and EMD with hard copies of proposals.	Up to 17.01.2017, upto 16:00 hrs in the Office of Chief Accounts Officer (R&C), JVVNL, Vidyut Bhawan, Janpath, Jaipur-302005
Date, Time and Place of Opening of Technical Bids	17.01.2017, 17:00 hrs at https://eproc.rajasthan.gov.in
Date & Time of Opening of Financial Bids	Will be intimated later to the technically qualified bidders

Important Notes

(1) The bid shall only be submitted through online tendering system at www.eproc.rajasthan.gov.in.

(2) Bidders who wish to participate in this tender will have to register on <http://eproc.rajasthan.gov.in> (bidders registered on eproc.rajasthan.gov.in prior to 30.09.2011 needs to register again). As per Information Technology Act-2000, to participate in online tenders, Bidders will have to procure Digital Signature Certificate (Type – II or Type – III), utilising the same 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. In case of any query/assistance regarding submission of bid, the bidders may contact to the followings:-

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

E-mail: eproc@rajasthan.gov.in

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

(3) Bidders should go through the website <https://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 **BID DETAILS** to know the process for submitting the electronic bids at the website.

- (4) 'Instructions to the 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 <http://eproc.rajasthan.gov.in>. However, wherever there is any anomaly between the conditions referred to in this bid document and the GoR e-tendering system, the later shall be final.
- (5) The Bid documents may also be viewed at www.jaipurdiscom.com and may be downloaded from <https://eproc.rajasthan.gov.in>.
- (6) The downloaded bid document shall be considered valid for participation in the bidding process subject to the submission of required cost of Bid documents Rs. 1,000/- (Rupees one thousand only) payable to the Accounts Officer (Cash), JVVNL, Jaipur through D.D. with *e-Tender Processing Fees* Rs. 1,000/- (Rupees One thousand only) through Demand Draft in favour of M.D, RISL payable at Jaipur. Scanned copies of the Demand Drafts of Bid document fees and e-Tender Processing Fees must be enclosed with the Technical Bid failing which the bid will be summarily rejected.
- (7) All the communication/ correspondence including each page of the bid document (Technical and Financial Bid) should be stamped and digitally signed by the authorized signatory of the prospective bidders.
- (8) No contractual obligation whatsoever shall arise from the RFP/ bidding process unless a formal contract is signed and executed between the tendering authority and the successful bidder.
- (9) JVVNL disclaims any factual/ or any other errors in this document (the onus is purely on the individual bidder to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.

- (10) The Bids shall only be considered in the prescribed forms/ documents. The Bids not submitted in the prescribed formats will be summarily rejected and the EMD submitted along with the bids shall be forfeited. The bidders should also refrain from the providing information which is not relevant.
- (11) Copies of various documents to be enclosed along with the bid-proposals 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 enclosed.
- (12) All the communication/correspondence including the bid document (Technical and Financial Bid) must be signed and stamped on each page by the authorized representative of the bidder failing which the bid will be summarily rejected.
- (13) The Bids can only be submitted up to the date and time specified.
- (14) The complete bidding process is defined in BID DETAILS and Section-I of this RFP 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 RFP document, all such bid-proposals will be summarily rejected and EMD submitted along with the bids shall be forfeited.
- (16) Tendering Authority reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/ rejected by the purchaser/ tendering authority.
- (17) In case, a dispute arises with regard to interpretation/ omission/ errors in the RFP document, bid submitted, other documents; the decision of the MD, JVVNL, Jaipur will be final and binding upon the bidders.

- (18) Interested bidders may obtain further information from the office of the Chief Accounts Officer(R&C), Jaipur Vidyut Vitran Nigam Ltd, Vidyut Bhawan, Janpath, JAIPUR-302005 between 10:00 AM to 6:00 PM, on all working days.
- (19) The bidder needs to pay cost of tender specification, with the submission of bid.

Chief Accounts Officer(R&C)
J.V.V.N.L., JAIPUR

Document Summary	
Document Name	Tender Specification No. TN-05 For providing of online payment gateway & Electronic Payment services.
Document Owner	Chief Accounts Officer(R&C) Jaipur Vidyut Vitran Nigam Limited, Jaipur
Document Security Classification	Restricted
Permissions	This tender specification is not transferable and shall not be reproduced without written permission of JVVNL.
Total number of pages	87

Tender Notice

JAIPUR VIDYUT VITRAN NIGAM LIMITED

TENDER SPECIFICATION NO.TN-05

Chief Accounts Officer (R&C), Jaipur Vidyut Vitran Nigam Limited (JVVNL) invites sealed tenders from competent agencies for providing of online payment gateway & Electronic Payment services to JVVNL consumers.

Section – I: Instructions to the Bidders

JAIPUR VIDYUT VITRAN NIGAM LIMITED TENDER SPECIFICATION NO.TN-05

1. *General instructions*

- i. Chief Accounts Officer(R&C), Jaipur Vidyut Vitran Nigam Limited (JVVNL), Vidyut Bhawan, Janpath, Jaipur-302005 shall receive bids in respect of services as set forth in the accompanying specification.
- ii. All bids must be prepared and submitted in accordance with these instructions.
- iii. Prior to filling the Bid proposal, the bidders in their own interest are advised to read these specifications and all the terms & conditions as incorporated in this bid documents carefully.
- iv. If the bidder has any doubt about the meaning of this specification or any portion thereof, he may refer the same to the Chief Accounts Officer (R&C), Jaipur Vidyut Vitran Nigam Limited, Jaipur, prior to submitting the bid well before the time & date specified for opening of bids so that the same may be clarified.
- v. Submission of the bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/ commented by the bidder in its bid document.
- vi. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to this bid shall be rejected and returned to the respective bidders.

- vii. The works referred herein above will be covered in the proposal which shall include commissioning, erection and tests of equipment including successful completion of performance and guarantee which JVVNL desires to get executed.

2. *Introduction*

Jaipur Vidyut Vitran Nigam Limited (hereinafter referred to as JVVNL) is seeking proposals from the competent and qualified IT vendors “for providing of online payment gateway and electronic payment services to JVVNL, Jaipur for a period of three years.

3. *Successful Implementation and Good Performance*

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

4. *Field conditions*

- (a) Before submitting the bid, the bidder may in his own interest inspect and examine the requirement involved and satisfy himself about the existing system.
- (b) For ascertaining the existing system and for any clarification regarding this document the prospective bidder may contact to the CAO(R&C), JVVNL, Jaipur.
- (c) 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 were contemplated.

5. PREPERATION OF BIDDING DOCUMENT.

5.1.EARNEST MONEY DEPOSIT (EMD):

- 5.1.1. The tenderer shall furnish Earnest Money **Rs. 4,00,000/- (Rupees Four lacs only) through DD/Banker's cheque** payable in the name of Accounts Officer (Cash), JVVNL, Jaipur.
- 5.1.2. Scanned copy of the above instrument (DD) shall be enclosed with the submission of bid online whereas original DD shall be furnished to the Chief Accounts Officer (R&C) in separate envelope with the technical proposal up to the date & time specified for submission of bid.
- 5.1.3. Any tender not accompanied with the scanned copy of the DD against deposition of earnest money through Banker's cheque / bank draft shall be rejected and the tender shall not be opened.
- 5.1.4. In case of unsuccessful tenderers, the Earnest money will be refunded. In case of successful tenderers the Earnest Money will be taken into account for arriving at the amount of the Security Deposit if the vendor desires to furnish security deposit in cash. However, if the security deposit is furnished through bank guarantee, the EMD will be released after acceptance of such BG.
- 5.1.5. Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the Nigam in connection with some other bids/orders shall not be entertained.
- 5.1.6. No interest shall be payable on the amount of EMD.
- 5.1.7. The JVVNL reserves the right to forfeit Earnest Money deposit or a part thereof in circumstance, which according to it indicate that the bidder is not earnest in accepting/executing any order placed under this specification.

5.2. COST OF TENDER SPECIFICATION AND e-TENDER PROCESSING FEES.

5.2.1. The bidders can download the bid document from <https://www.eproc.rajasthan.gov.in>. However, Cost of tender/bidding document Rs. 1,000/- (Rs. one thousand only, non-refundable) shall be deposited through Bank Draft/Pay Order payable to the Accounts Officer (Cash), JVVNL, Jaipur. The bidder shall also deposit e-tender processing fee amounting to Rs. 1000/- (Rs. One thousand, non-refundable) through DD/Banker's Cheque in favour of M.D, RISL payable at Jaipur. Scanned copies of the aforesaid DDs/Pay Orders shall be enclosed with the submission of bid online whereas original DDs/Pay Orders shall be furnished to the Chief Accounts Officer (R&C) in separate envelopes with the technical proposal up to the date & time specified for the submission of bid. The processing fee will be sent by the Sr. AO (Rev.) to the RISL.

6. CLARIFICATIONS AND AMENDMENTS & DEVIATION FROM BIDDING DOCUMENT

6.1 CLARIFICATIONS TO THE BID DOCUMENT

6.1.1 If the prospective bidder has any doubts as to the meaning of any portion of the bidding document, then he is allowed to refer the same to the tendering authority and get clarifications. He may do so by contacting the tendering authority in writing at the address indicated in the NIT.

6.1.2 Response shall be forward by the Tendering Authority to concerned Bidders and shall also be placed on the website of JVVNL, including the description of the inquiry but without disclosing its source.

6.1.3 As a result of clarification or otherwise, if the Tendering Authority deems it necessary to amend the Bidding Document, it shall do the same by issuing a revised bidding document / Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in the order to give reasonable time to the prospective Bidders to take into account the amendment.

6.2 AMENDMENT OF BIDDING DOCUMENT

6.2.1 At any time prior to the deadline for submission of the Bids, the tendering authority may amend the Bidding document by issuing Corrigendum/Addendum.

6.2.2 Any Corrigendum/Addendum issued shall be a part of the Bidding document and shall be communicated in writing to all, who have purchased the Bidding document.

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

6.2.4 Any change in date of submission and opening of bids would be published in appropriate manner including the websites mentioned in the NIT.

6.3 DEVIATION FROM THE BID DOCUMENTS.

- i. The offer must have 'No Deviation' certificate as per schedules 2 & 3 of this tender document
- ii. If the bidder has certain deviations, such deviations may or may not be accepted on its merits due to financial and technical implications.

- iii. The bid must include a separate statement indicating all deviations from the bid documents as per format enclosed at Schedule 1.
- iv. All such deviations must be clearly mentioned in the Schedule of Deviation.

7. SUBMISSION AND OPENING OF BIDS:-

7.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of his Bid. The tendering authority shall not be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

7.2 LANGUAGE OF BIDS

The Bid, as well as all correspondence and documents relating to this Bid shall be exchanged and considered by the Bidder and the tendering authority in English Language only. Supporting documents and printed literatures comprising part of the Bid may however be provided in English/Hindi language.

7.3.1 Technical part of bid:-This shall contain evidences towards (i) deposition of Cost of Tender documents (ii) deposition of e-Tender Processing Fees (iii) deposition of EMD (iv) Documents to ascertain the eligibility / qualification as per requirements of this tender (v) Technical offer comprising details & design of the proposed system(s) to meet out the work requirement together with its capabilities.

Scanned copies of above evidences (item i to v) should be uploaded in e-tender submission whereas hard copies of the same should be sealed in separate envelopes marking name of the supporting evidence appropriately. All such envelopes should be kept in a big sealed envelope marking as “Tender for providing of online payment gateway & electronic payment services under TN-05” and shall be submitted physically to the Chief Accounts Officer (R&C), JVVNL, Room No. 23, Vidyut Bhawan, Jaipur, prior to the time and date of submission of this bid.

7.4 SUBMISSION OF PROPOSALS

7.4.1The Bidder shall submit their bid in electronic format at <https://eproc.rajasthan.gov.in>. The bid should be digitally signed and stamped on each page by a responsible and authorized person. The Bidder shall procure Digital Signature Certificate (DSC) as per IT act - 2000.

7.4.2 Physical submission of bids

Apart from submission of bid at <https://eproc.rajasthan.gov.in>, the bidders are also required to submit technical physically in hardcopies to the Chief Accounts Officer(R&C), JVVNL, Room No. 23, Vidyut Bhawan, Janpath, JAIPUR-302005, before time specified for opening of the bid, as mentioned at 7.3.1. .

7.5 FILLING OF BIDS

7.5.1The bid shall be submitted online in the electronic formats attached here to and all blanks in the tender and the schedule to the specification shall be duly filled in. The completed forms,

schedule(s) shall be considered as part of the contract documents in case of the successful bidder.

7.5.2 No alteration shall be permitted to the formats and schedules enclosed with this tender specification and the tenderer must entirely comply with the specification.

7.5.3 The tender and all accompanying documents shall be in Hindi/English Language and shall be signed digitally by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the tender.

7.5.4 Hard copies should only be typed or filled in with ink legibly whereas soft copies must be submitted online after signing digitally.

7.5.5 All additions, alterations and over-writing in the bid must be clearly signed by the authorized signatory of the bidder failing which the bid shall be summarily rejected.

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

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

- 7.5.8** Any printed conditions of sale on the bid shall not be accepted by the purchase Authority. The bidder shall incorporate their conditions of sales, if any, in the text of the bid itself.
- 7.5.9** All bids and accompanying documents shall be addressed to the Chief Accounts Officer(R&C), JVVNL, Room No. 23, Vidyut Bhawan, Janpath, JAIPUR-302005.
- 7.5.10** The tenders/quotations given in the form other than the forms prescribed shall not be considered.
- 7.5.11** After submission of valid authorization certificate of the authorized signatory of the bid, only one person shall be allowed for presence during the opening of the bid.
- 7.5.12** The bidder shall clearly indicate the deviation such as Technical or Commercial Deviation in the prescribed format only. The deviation indicated elsewhere shall not be considered.
- 7.5.13** The tender offer shall be submitted within the time specified for submission of the bid at <https://www.eproc.rajasthan.gov.in> in electronic format in the following manner:-

COVER – I (to be filed in pdf format)

- i. Proof of deposition of EMD shall be submitted in the prescribed form as defined at Clause “Earnest Money Deposit (EMD)” i.e. the scanned copy of DD/Pay Order issued in favor of the Accounts Officer (Cash), JVVNL, Jaipur towards deposition of EMD amount.

- ii. Proof of submitting e-tendering Processing Fees to RISL i.e scanned copy of DD/Pay Order issued in favor of M.D. RISL payable at Jaipur.
- iii. Proof of submission cost of tender document i.e. scanned copy of DD/Pay Order issued in favour of the Accounts Officer (Cash), JVVNL, Jaipur on account of deposition of the cost of tender document through DD/Banker's Cheque in favour of Accounts Officer (Cash), JVVNL, Jaipur payable at Jaipur.
- iv. In this part of bid, tenderer shall furnish Guaranteed Technical Particulars with regard to all requirement details of Technical Specifications/fulfillment and confirmation of commercial terms and conditions of GCC (General Conditions of Contract) and its addendum/corrigendum, if any, along with details required in various/schedules "EXCEPT THE PRICE SCHEDULE" so that the purchaser may be able to examine whether the offer submitted is technically acceptable and also confirm to our commercial terms and conditions or not.

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

The price bid shall be submitted in excel file of BoQ. The price bid shall only be opened after examination of Technical and Commercial Bid as per requirement stipulated in this specification and being satisfied about the fulfillment of the eligibility criteria and price bid of only successful and qualified bidders shall only be opened. The date of opening of the price Bids shall be intimated to successful bidders, after evaluation technical bid (Part-I).

7.6 DOCUMENTS COMPRISING THE BID

7.6.1. The tender shall be accompanied with the schedules, documents as mentioned in this specification.

7.6.2. The tender not accompanied by any mentioned schedules, documents or is accompanied by incomplete Schedules are liable for rejection.

7.6.3. If required, JVVNL may ask any bidder to furnish original copy of any documents or copy thereof duly attested by the Notary as the case may be for physical verification form on short notice of three days.

7.6.4 Cover - I i.e. Techno- Commercial Bid shall be comprises of the followings:-

- i.** The bidder needs to furnish full details about organization's competence, financial strength, details of experience in accordance with the QR specified. The bidder must submit its proposal along with the following documents.
- ii.** Proof of deposition of EMD.
- iii.** Proof of submission of e-tender processing fee.
- iv.** Proof of submission of cost of Tender documents.
- v.** Cover letter on company's letter head.
- vi.** Annexure 1 to 2.
- vii.** Schedules 1 to 3.
- viii.** Power of Attorney/Board Resolution in favor of signatory of the bid.
- ix.** Other details as called for in the tender specification document or which the bidder may like to highlight

- x. Technical proposal in the format given in Section IV comprising details & design of the proposed deliverables to meet out the work requirement, together with its capabilities along with commercial terms and conditions

7.6.5 COVER – II for Financial/Price Bid/BOQ:The financial proposal in excel file of BOQ

7.7 ALTERNATIVE BIDS

Alternative bids shall not be considered.

7.8 BID PRICES

- 7.8.1** All the prices should be quoted in Indian Rupees (INR) only.
- 7.8.2** Prices/ Rates shall be written both in words and figures. There should not be any error or over-writings. Corrections/ alterations if any should be made clearly and initialled with dates by the authorized signatory.
- 7.8.3** The prices quoted in BOQ.xls should be exclusive of all the applicable taxes and other government levies, including service tax if any applicable at present. The rates of applicable taxes and Govt. Levies may however be revised subsequently as per amendment issued from time to time.
- 7.8.4** The quantity of total no. of consumer mentioned in the respective circle is on average basis and may increase or decrease subsequently. The payment shall however be made as per the actual work done during the month.
- 7.8.5** The bidder shall furnish break-up of the quoted price in financial offer according to the Annexure-B.

7.9 PERIOD OF VALIDITY OF BIDS

7.9.1 The submission of any bid connected with these documents and specification shall constitute an agreement that the Bidder shall have no cause of action or claim, against the JVVNL for rejection of its bid. The JVVNL shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the owner.

7.9.2 The bids shall be valid for a minimum period of 120 days (One hundred twenty) days from the date of opening Part-I (Technical part of bid) or 90 (Ninety) days from the date of opening of Part-II (Price bid) wherever is later. Bids mentioning a shorter validity period other than specified are likely to be summarily rejected / ignored.

7.9.3 JVVNL 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 its original offer.

7.10 FORMAT AND SIGNING OF THE BID

7.10.1 The bidder has to submit Earnest Money Deposit, cost of tender document and e-tender processing fee before opening of “technical bid” as given this NIT. The technical bid and financial bid shall be submitted on the website <https://www.eproc.rajasthan.gov.in>.

7.10.2 All copies of the bid shall be typed or clearly hand written and shall be signed (all the pages) by a person duly authorized to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist

of a written confirmation as specified in the bidding document and shall be attached to the bid.

7.10.3 Any amendments such as cuttings, erasures, or overwriting shall only be valid, if they are signed or initialled by the authorized person signing the bid.

7.11 SIGNATURE OF THE BIDDER

7.11.1 The bid must contain the name, address and place of business of the person or persons making the bid and must be signed and sealed by the Bidder under his usual signature. The name(s) of all the persons signing should also be typed or printed below the signature.

7.11.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership firm name, followed by the signature(s) and designation (s) of the authorized partner(s) or other authorized representative(s).

7.11.3 Bids by corporation/ company must be signed with the legal name of the corporation/ company by the President, Managing Director or by the Secretary or other person or persons authorized to sign the bid on behalf of such corporation/company.

7.11.4 A bid signed by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'Agent' or other designation without disclosing his principal will be liable to be summarily rejected.

7.11.5 Satisfactory evidence of the authority of the person signing on behalf of the Bidder shall be furnished with the bid.

7.11.6 The Bidder's name stated on the proposal shall be exact legal name of the firm/agency.

7.11.7 Erasures or other changes in the bid documents shall bear the initials of the person signing the bid.

7.11.8 Bids not conforming to the above requirements of signing shall be disqualified.

7.12 DEADLINE FOR THE SUBMISSION OF BIDS

7.12.1 Bids must be submitted by the bidders on the website <https://www.eproc.rajasthan.gov.in> at the address and earlier than the date and time specified in the NIT.

7.12.2 Change in date of submission and opening of bids if any shall also be placed on the JVVNL websites immediately. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.

7.12.3 The JVVNL on its discretion, reserves right to extend the deadline for the submission of bids.

7.13 DELAYED/ LATE BIDS

The tendering authority shall not consider any bid that arrives after the deadline (date & time) for submission of bids as mentioned in the NIT. Any bid received by the tendering authority after the deadline for submission of bids shall be declared as late and returned unopened to the Bidder.

7.14 RECEIPT OF TENDERS/ BIDS

7.14.1 Access to the bids is strictly restricted and will be provided only to the concerned officers of JVVNL doing the evaluation.

7.14.2 Bids received by modes other than submission on <https://www.eproc.rajasthan.gov.in> website and prescribed in this tender document shall not be considered.

7.15 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

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

7.16 BID OPENING

7.16.1 The designated Procurement Committee will perform the bid opening.

7.16.2 The tendering authority shall conduct the bid opening at the address, date and time specified in the NIT.

7.16.3 All the bids received up to the specified time and date in response by all the bidders shall be opened by the members of the designated Procurement Committee after entering their corresponding credentials (login id and digital signatures) in the website <https://www.eproc.rajasthan.gov.in> at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present.

7.16.4 All Envelopes containing financial/ technical bids shall be signed with date by the members of the Committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as 1/n, where '1' denotes the serial number of the bidder at which the bid envelop has been taken and 'n' denotes the total number of pages received available in the envelope by the prescribed time.

7.16.5 No bid shall be rejected at bid opening except for delayed/ late bids; alternative bids, bids not accompanied with the required evidences regarding deposition of cost of tender documents, EMD, and e-tender processing fees.

7.16.6 The Tendering authority shall prepare a record of the bid opening that shall include, name of the bidder and whether there is a withdrawal, substitution, or modification; the bid price, per lot if applicable, any discounts and offers if permitted; and the presence or absence of Tender fee, EMD. The bidder's representatives who are present shall be required to sign the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record.

7.16.7 Only the cover containing "Technical Bid" shall be opened first. The cover containing "Financial Bid" shall be kept intact and safe and shall be opened later on the specified date and time which shall be intimated to the bidders who qualify in the evaluation of technical bids.

7.16.8 The details of deposit of tender fee, EMD and processing fees with each bid shall be read out loudly.

7.16.9 A list of names of the representatives of the bidding firms present at the time of opening of tenders shall be prepared and read out and got signed by the respective representatives.

8 EVALUATION OF BIDS

8.1.1 The tendering authority shall evaluate each bid that has been determined, up to the stage of the evaluation, to be substantially responsive.

8.1.2 To evaluate a bid, the tendering authority shall use all the criteria and methodologies defined in section: “Evaluation of technical bids” of this bidding document.

8.2 EVALUATION OF TECHNICAL BIDS

8.2.1 The initial technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of technical bids.

8.2.2 The number of firms qualified in technical evaluation, if less than three, and it is considered necessary by the tendering authority to continue with the bid process, reasons shall be recorded in writing; otherwise fresh bids may also be invited.

8.2.3 After approval of the technical evaluation by tendering authority, the firms which qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial bids.

8.2.4 The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be returned unopened and EMD shall be refunded after completion of the bidding process i.e. award of the contract to the successful bidder.

8.2.5 The Tendering Authority will carry out a detailed evaluation of the bids as per criteria prescribed under Eligibility Criteria mentioned in the RFP and on the basis of documents enclosed with the technical bid.

8.2.6 In order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents, the Tendering Authority will examine the information supplied by the Bidders.

8.3 EVALUATION OF FINANCIAL BIDS

- 8.3.1 The financial bids of bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present.
- 8.3.2 The process of opening, marking and signing on envelopes and offers of financial bids shall be similar to that of technical bids.
- 8.3.3 The names of the firms, the rates given by them and conditions if any, shall be read out and recorded in the tender opening register.
- 8.3.4 Conditional bids are liable to be rejected.
- 8.3.5 For calculation of lowest price offer, aggregate of commission charges in column (i) of the BOQ under all payment modes shall be considered. The bidder with least value of aggregate of commission charges (in Rs.) under all modes as mentioned in BOQ shall be declared as L1.
- 8.3.6 The offers shall be evaluated and marked L1, L2 and L3 etc. L1 being lowest offer and then others in ascending order.
- 8.3.7 If the aggregate of commission charges in column (i) are same for two bidders, then bidder with lowest value of Net banking transaction charges in Rs. shall be considered as L1 bidder.
- 8.3.8 The competent Procurement Committee shall prepare a comparative statement in tabular form and its report on the evaluation of financial bids with its recommendations shall be forwarded to the tendering authority for sanction of the best offer.
- 8.3.9 It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods or service required to be procured.

The bidders may note that JVVNL is not bound to accept the lowest financial offer.

Note: If the bidder quotes zero or null value against any of the item(s) of the Price Schedule, the same shall be adjusted and considered upto the maximum price quoted by any of the bidders against respective item. In this case the L1 evaluated bye-proc system shall deviate and shall not be considered to be valid.

8.4 CORRECTION OF ARITHMETIC ERRORS

8.4.1 Provided that the bid is substantially responsive, the competent Procurement Committee shall correct arithmetical errors on the following basis: -

- i. 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 tendering authority 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.
- ii. 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
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to point **i** and **ii** above.

8.5 NEGOTIATIONS

8.5.1 As a general rule, negotiations after opening of bids would be discouraged. However, negotiations may be undertaken in exceptional circumstances, as under: -

- ❖ When the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids.

8.5.2 Negotiations shall not make original offer of the bidder ineffective.

8.5.3 Negotiations shall be conducted with the lowest bidder (L1) only and by information given in writing with a minimum period of 3 days (in case of a local bidder) and 7 days (in case of an outstation bidder) shall be given for response in writing and in sealed cover. In case of urgency the tender sanctioning PC may reduce the notice period for negotiations, provided the bidder receives the information regarding holding negotiations.

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

9. Rejection of bids: *The bid may be considered as rejected /non-responsive on account of any of the followings:-*

- i. Any action on the part of the bidder to revise the rates/prices and modification in technical or commercial substance of original offer subsequent to opening of tender.
- ii. Submission of any supplementary information unless & otherwise asked for by the bidder after opening of the Bid may result in rejection of the Bid and may also debar him from submission of Bid to JVVNL at least for a year.
- iii. The JVVNL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any 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 of the grounds for the JVVNL's action.
- iv. In case of bidder not furnishing the desired information in the desired format the bid/offer may be rejected.
- v. In case of loose / tagged/ box-filed bid the bid /offer may be rejected.
- vi. In case of bidder not adhering to the format of financial offer given with this document the bid / offer may be rejected.
- vii. In case of any foot note or explanatory statement in the financial offer the bid/offer may be rejected.
- 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.
- ix. In case of any calculation mistake in the price bid the bid / offer may be rejected.

- x. In case of any miss apprehension at bidder level which consequent to wrong price bidding , JVVNL reserve the right to reject the bid or take necessary loading / unloading to arrive the correct price as per perception of JVVNL / 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.
- xi. The zero priced or null value price bid / bid component, offer may also be rejected.

10. *Signing of agreement*

On receipt of Letter of award from JVVNL, the successful bidder shall enter into an agreement with JVVNL by jointly signing. The draft of the agreement based on the terms sheet, detailed in Section-II and Section-III will be forwarded to the successful bidder for execution. The agreement will be executed within fifteen days thereafter. The person to sign the agreement must be duly authorized by the Bidding entity.

11. *Understanding and clarifications on documents and specifications*

- i. The bidder is required to carefully examine the specifications and documents and fully aware himself about all the terms & conditions and matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation/clarification to the tendering authority. The JVVNL shall issue interpretation and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit its bid but within the time and date specified in the Invitation to Bid. All such interpretations and clarifications

shall form a part of the specifications and documents, and accompany the bidder's proposal.

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

12. *Policy for bids under consideration*

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the JVVNL to the bidders. While the bids are under consideration, bidders or their representatives or other interested parties are advised to refrain from contacting by any means, the JVVNL or his employees/representatives on matters related to the bids under consideration, in the event of such happening the bidders proposal may be declared as rejected irrespective of his selection or rejection on the basis of the tender conditions. The JVVNL, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the bidders, either in writing or through personal contact, as may be necessary. Bidder will not be permitted to change the substance of the bid after the bid has been opened.

14. *Preliminary examination and evaluation*

- i. JVVNL shall examine the bids to determine whether they are complete, free from computational errors, required cost and fees have been furnished or not and whether the documents furnished are properly signed and the bids submitted are generally in order.

- ii. Prior to the detailed evaluation, the JVVNL will determine the substantial responsiveness of each bid against the bidding document..
- iii. For the purpose of above, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment/services/material or which limits in any way to the responsibilities or liabilities of the bidder of any right of JVVNL as required under these specifications and documents. Determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- iv. A bid determined as not substantially responsive will be rejected and shall not be treated responsive subsequently by correction of the non conformity by the bidder.
- v. Bid price shall mean the total price quoted by each bidder for complete package in his proposal for the complete scope of works.
- vi. JVVNL will evaluate and compare the bids previously determined to be substantially responsive, pursuant in the manner specified above, for each package separately.
- vii. No bid shall be considered responsive if the complete requirements covered in the package are not included in the bid.

15. *Award of contract*

- i. Notification of award of contract will be made in writing to the successful bidder.

- ii. The contract will be awarded to the best qualified and the substantially responsive bidder offering the lowest evaluated bid in conformity with the requirements of these specifications and documents and the owner shall be the sole judge in this regard and subject to the provisions of these instructions to bidders and other terms and conditions detailed out in these documents and specifications. A responsive bid is one which accepts all terms and conditions of these specifications and documents without any major modifications. A major modification is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way the responsibilities or liabilities of the bidder or any rights of the owner as required in these specifications and documents. The award of contract may be distributed among more than one vendor.

16. General

- i. The cost of specification will not be refunded under any circumstances.
- ii. The bidder shall treat the details of the specification and other Bid documents as private and confidential and shall not reproduce without the written authorization of JVVNL.
- iii. JVVNL shall 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.
- iv. The fact of submission of bid to JVVNL shall be deemed to constitute an agreement between the bidder and JVVNL whereby such bid shall remain open for acceptance by the JVVNL 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 JVVNL, he shall be bound by the terms of agreement constituted by his bid and

such acceptance thereof by the JVVNL, until formal contract of the same bid has been executed between him and the JVVNL in replacement of such agreement.

- v. The successful bidder will have to execute the contract agreement towards proper fulfillment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to JVVNL may be taken, if satisfactory clarification is not furnished within the prescribed period.
- vi. JVVNL will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- vii. Telex, Telegraphic or Fax bids shall not be accepted.
- viii. JVVNL 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. Change the area.
 - e. Change the period of contract

JVVNL shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.

SECTION – II: Terms & Conditions

JAIPUR VIDYUT VITRAN NIGAM LIMITED

TENDER SPECIFICATION NO.TN-05

The Terms and Conditions of the contract shall prevail and shall be binding on the bidder and any change or variation expressed or impressed shall be made inoperative unless expressly sanctioned by the JVVNL. The Bidder shall be deemed to have fully informed himself and to have specific knowledge of the provisions prescribed under the terms and Conditions of this specification which are mentioned hereunder:-

1. DEFINITION OF TERMS:

1.1 In constructing these general conditions and the annexed specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject of context inconsistent with such construction.

1.1.1 The “JVVNL” shall mean the JAIPUR VIDYUT VITRAN NIGAM LIMITED represented by Chairman/ Managing Director and shall include their legal representatives, successors and assignees. The “Customer” or “Owner” or “Purchaser” shall mean “JVVNL”.

1.1.2 The “Tenderer”/ “Bidder” shall mean and include one or more persons or any firm or any company or body corporate who has submitted the tender in response to “Invitation of Tender”.

- 1.1.3 The “Agency”/”Vendor”/ “Contractor” shall mean the tenderer who’s tender has been accepted by the “JVVNL” and shall include the tenderer heirs, legal representatives, successors and assignees approved by the purchaser.
- 1.1.4 The “PGSP” is an acronym for Payment Gateway Service Provider and shall mean the tenderer who’s tender has been accepted by the “JVVNL” and shall include the tenderer heirs, legal representatives, successors and assignees approved by the purchaser.
- 1.1.5 The “Chairman/Managing Director” shall mean the Chairman/Managing Director, JVVNL, Jaipur.
- 1.1.6 The “Engineer” shall mean the Chief Engineer, Dy. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, JVVNL, Jaipur or other Engineer or Officer for the time being or from time to time duly authorized and appointed in writing by JVVNL to act as engineer or Inspector for the purpose of the contract. In case where no such engineer has been appointed, the word “Engineer” shall mean the JVVNL or his duly authorized representative.
- 1.2 “Works” mean and include the work or works to be done by the contractor under the contract.
- 1.2.1 The “Contract” shall mean and include the following:
- i) Invitation of tender
 - ii) Instructions to tenderers (ITT)
 - iii) Tender form including schedule of prices
 - iv) Earnest Money Deposit (EMD)
 - v) Letter of Intent (LoI) and it’s acknowledgement

- vi) Security Deposit / Bank Guarantee (SD/BG)
- vii) Formal Work Order (WO)
- viii) Guaranteed Test Performance (GTP).
- ix) General Conditions of Contract (GCC)
- x) Penalties.
- xi) Special Instructions.
- xii) Site Conditions.
- xiii) Specification, specific conditions, schedules and annexure.
- xiv) Addenda that may hereafter be issued by the purchaser to the contractor in the form of letter and covering letters and schedule of prices as agreed between the contractor and the purchaser.
- xv) The agreements to be entered into under clause 11 of these General terms & Conditions.

1.2.2 The “Specification” shall mean the specification (complete Documents issued against TN-05); specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.

1.2.3 The consumer / customer management system is the system for the consumers and prospective customers of the JVVNL.

1.2.4 The Month shall mean, English calendar month i.e. period of 31/30 days and week shall mean a period of 7 days.

- 1.2.5 The “Site” shall mean the place or places named in the contract and include, wherever applicable, the lands and buildings upon or in which the works are to be executed.
- 1.2.6 “Letter of Intent” shall mean the letter from the purchaser conveying its intention to award work order for this tender subject to such reservations as may have been stated therein.
- 1.2.7 The “Contract Price” shall mean the sum of amounts named in or calculated in accordance with the provisions of this contract and includes amendments if any made subsequently.
- 1.2.8 “Formal work order” shall mean the purchaser’s letter reflecting detailed work order containing detailed terms and conditions of the work and such other particulars which the JVVNL may like to convey to the contractor pending execution of a formal written agreement.
- 1.2.9 “Writing” shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
- 1.2.10 The Work “Codes” shall mean the Electricity Act-2003, Electricity Act-2015 and rules made there under and applicable in the State of Rajasthan on the date of letter of intent with such special modification thereof as mentioned and may be specially stipulated by competent authorities.
- 1.2.11 Works importing “PERSON” shall include firms, Companies, Corporations and other bodies whether incorporated or not.
- 1.2.12 Words importing the singular only shall also include the plural and vice version where the context requires.
- 1.2.13 Terms and expressions not herein defined shall have the same meaning as assigned to them in the Indian Contract Act, 1872 and General Clause Act, 1897.

2. **CONTRACT PERIOD:**

The contract period will remain valid for a period of **three years**, from the date of final implementation. The contract period may be extended further as per mutually agreed terms and conditions.

3. **SECURITY AND PERFORMANCE BANK GUARANTEE /DEPOSIT:**

On receipt of the detailed work order, the selected bidder shall furnish security cum performance guarantee equivalent to 3 days of average monthly online collection of JVVNL in prescribed format on the non-judicial stamp worth Rs. 1000/- of Govt. of Rajasthan from a scheduled bank towards faithful execution of the contract to the entire satisfaction of JVVNL. In case service provider is situated outside the state of Rajasthan and may not furnish the Bank Guarantee on non-judicial stamp of Rajasthan Government then he may furnish declaration that Bank Guarantee is duly stamped as per stamp law applicable in his state. Cost involved in furnishing such security cum performance guarantee is to be borne by service provider. The Bank guarantee initially furnished shall be subject to further review by CAO(R&C), Jaipur Discom, yearly to maintain sufficient Bank Guarantee against the online collection.

- i. Security cum performance guarantee shall remain valid during the currency of the contract and shall be furnished with a grace period of 3 months.
- ii. On successful completion of contract to the entire satisfaction of JVVNL, security cum performance guarantee shall be released after 3 months.
- iii. Validity period of the BG shall be extended by the agency, as and when intimated by JVVNL.

4 CONTRACTOR TO INFORM HIMSELF FULLY

The contract shall be considered to have come into force from the date of the issue of Letter of Intent / Letter of Award. The contractor shall be deemed to have carefully examined the General Conditions, specifications, schedules and drawings also to have satisfied him as the nature and character of the work to be executed and wherever necessary, he should see the site conditions and other relevant matters in details. Any information thus had or otherwise obtained from the owner or the Engineer shall not be in any way relieve the contractor from his responsibility for the supplying of the plant and 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 plant and equipment if he has any doubt as to the meaning of any portion of the general and any special conditions of contract and specifications, he shall before offering his bid proposal, set- forth the particulars thereof and submit them to JVVNL in writing so that such doubt, misunderstanding, misconceptions, whatsoever could be allied.

5 CONTRACT DOCUMENTS AND AGREEMENTS

The order placed under this specification shall be governed by the terms and conditions as incorporated in this Specification and as given in the detailed work order and its annexure(s). The terms and conditions as specified in this section if differ from the terms indicated in the detailed work order and its annexure(s) the latter shall prevail. For all purposes, the contract shall be construed according to the Laws of India and subject to jurisdiction of JAIPUR Courts only. For the due fulfilment of this contract,

the contractor shall execute an agreement in the prescribed form on Rajasthan State Non- judicial stamp paper bearing stamp duty as applicable. The expenses of completing and stamping the contract agreement shall be borne by the Contractor. Such agreement shall be executed and signed by the competent authority of the contractor on each page thereof. The original copy is only to be executed on the stamp paper. The remaining copies may however be executed on paper. Such complete agreement along-with the contract documents together with the 'Power of Attorney" in favour of the Executants shall be required to be returned to the owner within a period of 15 days from the receipt of the order duly signed on each page. Copy of the executed agreement duly signed by the purchaser/owner shall be sent to the supplier for his reference. The contract documents shall mean and include the followings:-

- i. Contract agreement along with letter of intent.
- ii. Work order and its Annexure.
- iii. Complete specifications.
- iv. Bid proposal form and its schedules including price schedule and completion schedule
- v. Power of Attorney in favour of the signatory on non-judicial stamp worth Rs 100/-

6 CHANGE OF QUANTITY

The owner reserves the right to change the quantity from the scope as specified in the accompanying technical specifications, at the time of award of contract or during the execution of the contract. In case any item

is deleted from the scope of work, the value of contract will be reduced accordingly.

JVVNL does not take any responsibility for volume of consumers (customers) who will be using this facility and for mode of payment (net banking/mobile banking/Debit/Credit cash/card/ECS etc.) adopted by them.

The volume of transactions may increase or decrease during the currency of contract but the vendor should provide a safe and stable system capable of handling transactions of entire consumers of JVVNL at all the times.

7 RULES & REGULATIONS:

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

8 CONTRACT AGREEMENT

The selected bidder shall enter into an agreement with JVVNL to be known as “Contract Agreement” setting out all terms and conditions including those mentioned in this specification for the proposed work.

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

The agreement can however also be terminated by either party after serving a six-month notice on the terms to be mutually agreed which may include payment of suitable compensation for the losses sustained by the other party due to such termination. These terms shall be included in the Contract Agreement.

Agency shall indemnify JVVNL 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 and causing any accident or injury to any person.

9 FALL BACK ARRANGMENT

In the event of failure of the agency to fulfill its obligations, duties and responsibilities as per the agreement terms, JVVNL shall interalia have the right, at any time to resort to fall back arrangement. Under this plan, JVVNL shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient, the Agency shall pay the difference to JVVNL failing which JVVNL shall have the right to recover the sum through legal or other means.

The JVVNL 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 entertained. This provision shall be made in the agreement.

10 GOVERNING LAWS AND JURISDICTION

The Indian Law shall govern the agreement. Only appropriate courts in Jaipur shall have exclusive legal Jurisdiction to deal with any matter arising out of or relating to the agreement.

11 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 only. All disputes, differences questions whatsoever arising between the JVVNL and the agency upon or in relation with the contract shall be deemed to have arisen at JAIPUR CITY only and no court other than court at Jaipur, Rajasthan shall have jurisdiction to entertain the same.

12 SETTLEMENT OF DISPUTES

Whenever any question, dispute or difference what so ever may arise between the JVVNL and the agency, the same shall be decided by the MD, JVVNL, Jaipur or by the settlement committee constituted for this purpose. Decision of the MD or settlement committee shall be final and binding on both the parties.

The JVVNL has constituted settlement committee to settle dispute of such nature. The agency may therefore approach for settlement of disputes.

13 CONDUCT OF AGENCY'S STAFF

If in opinion of JVVNL, any of the Agency's employees is guilty of any misconduct or incompetence or negligence, then if so directed by JVVNL,

the Agency shall at once remove such employee and replace him by a qualified and competent substitute. It is being clarified that the vendor shall deploy its manpower having possessed highest degree of integrity and not keeping any data / database / corporate information under their personal possession. While attending to the IT complaints, the vendor's personnel shall not be allowed to access any data.

14 LIEN

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

15 ACCEPTANCE OF TENDER

Each tenderer must prepare and submit his tender strictly according to the procedure laid down in the instructions to tenderer annexed herewith. The tenderer may if he deemed it essential submit in the envelope with his tender short and concise memorandum or any letter accompanying the tender as to form part of the tender. Any tenderer wishing to submit descriptive matter for consideration must enclose it in a separate envelope marked and addressed in the same manner as the tender with the addition of the word "descriptive matter".

The purchaser is not bound to accept the lowest tender or any tender or assign any reason for the rejection of a tender. The purchaser also reserves the right to either call for fresh tenders or to accept either the whole or a part of tender or to place orders for any increased or decreased quantity on the basis prices quoted.

16 FORCE MAJEURE CONDITIONS

If at any time during the currency of the contract the performance in whole or in part is prevented or delayed by the reasons 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 the agency shall inform such events in writing supported with adequate proof to reflect suffering/suffered on account of such events within 21 days from the date of occurrence thereof. The provision of penalty Clause under this specification shall not be invoked by the purchaser provided that the deliveries under this contract shall be resumed, as soon as practicable after such event (s) has ceased to exist. Decision of the purchaser as to whether the deliveries have been resumed or not shall be final and conclusive. Provided further that in case strikes/lockouts prolongs beyond a period of seven days, the supplier shall immediately inform about the same to the purchaser, in such a case the purchaser reserves its right to procure the material/ equipment /services on order or part thereof from any other source at the risk and cost of the supplier.

17 CONTRACTOR'S DEFAULT

- I. If the contractor neglects to execute the works with the diligence and expedition or refuses or neglects to comply with any reasonable orders given to him by the nodal officer/ representative of JVVNL in connection with the works in writing or contravenes the provisions of the contract, the JVVNL shall give notice to such contractor/ agency to make good of such failures, neglect or contravention in writing. In case the agency/contractor

fails to comply such notice within thirty (30) days from the date of serving, then the owner shall be at liberty to employ other workmen and execute such part of the works as the contractor may have neglected to do, forth within case the owner thinks fit, without prejudice to any other rights available to him under this contract, it shall be lawful for him to take the works wholly or in part out of the contractor's hands and re-contract to it to any other person or persons to complete the works or any part thereof and in that event the owner shall have free to use all contractor's equipment that may have available on site in connection with the works at that time, without being responsible to the contractor for the same. Under such circumstances the owner shall be entitled to retain such balance payments, which may be necessary to make payment of the cost of executing the said part of the works or 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 due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the contractor has to pay, in case the completion of works is delayed.

- II. In addition to above, aforesaid action (item I above) by the owner shall not relieve the contractor from its liability to pay liquidated damages for delay in completion of works. The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the validity time thereof. The performance guarantee shall be valid for the full value and entire contract period of the contract.

18 COMPLETENESS OF CONTRACT

The equipment shall be complete in all respects with all mountings, fittings, fixtures and standard accessories normally supplied with such

equipment even though not specifically detailed in the specification unless included in the list of excluded items. The contractor shall not be eligible for any extra payment in respect of such mounting, fittings, fixtures and standard accessories etc. Which are needed for the safe operation of the equipment as required by applicable codes under this contract, though may not have been included specifically.

19 SUSPENSIONS OF WORKS

The purchaser shall not be liable to pay the contractor any compensation whatsoever arising out of suspension or for idle labor.

20 DEATH BANKRUPTCY ETC.

If the contractor dies or dissolve or commit any act or bankruptcy or being a corporation commence to be bind up excepting for the reconstruction purposes or carry on its, business under a receiver, executors, successors, or other representatives permissible under the law, such receiver, Liquidator or any other persons to whom the contract may become vested shall give a notice in this regard in writing to the purchaser forthwith and shall take all reasonable steps to prevent stoppage of the work within a month and shall carry out the contract subject to providing of such guarantee as may be required by the purchaser. The guarantee shall not exceed the value of the work for the time being remained unexecuted. Provided further that nothing mentioned above shall relieve the contractor or his successors from their obligations under the contract, under any circumstances. In the event of stoppage of the work, the period of option to be exercised under this clause shall be seven (7) days only. Provided further that in case the above option is not exercised, the contract may by

terminated by the purchaser by serving notice in writing to the contractor and the same power and provisions reserved to the purchaser in clause 1.4 in the event of taking the work out of the contractor's hand's shall immediately become operative.

In case of change of name of the tenderer/supplier at any stage after tendering, the purchaser shall deal with the contractor's name and address submitted in the tender for all the liabilities/responsibilities for due execution of the contract and under no circumstances he shall be relieved of any obligation under this contract. The purchaser at his discretion may however deal with the Agents / Representatives / Distributors / Manufacturers / Associates and Sister Concerns. Such dealing shall not absolve the supplier/agency from its responsibilities/obligations/liabilities against the purchaser under this contract .Any change/alteration of name/constitution/organization of the supplier shall be duly notified to the purchaser, and the purchaser reserves the right to determine, the contract. In case of any such notification and determination the purchaser may purchase the material/services not supplied from elsewhere at the risk and cost of the tenderer/supplier

21 FAILURE TO EXECUTE THE CONTRACT

Contractor fails to execute the order placed upon him to the satisfaction of JVVNL under terms and conditions of this contract shall be liable to make good the losses sustained by the JVVNL due to placing fresh orders to other persons/agency at higher rates i.e. the difference between the price already accepted and contract already entered into and the price at which fresh order is placed. This is without prejudice to the imposition of Liquidated Damages and forfeiture of security deposit.

22 NON- ASSIGNMENT

The supplier shall not assign or transfer the contract or any part thereof to any other agency/ person during the currency of contract without consent of JVVNL.

23 EFFECTING RECOVERIES

Any loss arising out due to non-fulfillment of this contract shall be recovered from the Security & Performance Deposit/ Guarantees and amount due and payable to the supplier by JVVNL under this Contract or from other contracts as well.

24 RESPONSIBILITY

The tenderer is responsible for safe delivery of the materials or services at the destination stores/places. The tenderer should include and provide for packing and secured protection of the materials so as to avoid damages or loss in transit before installation at the contractors cost.

25 ACCEPTANCE OF THE CONTRACT

The successful bidder shall be forwarded three sets of work order, two of which will be signed (each page) by him/his authorized representative in token of accepting the contract and returned to the authority placing work order within 15 days of its issue, failing which EMD is liable to be forfeited.

26 COMPLETENESS OF THE PROPOSAL: The tender should be complete with all details of illustrative and descriptive literature. The

tenderer shall furnish the complete technical details of the equipment/services. Information regarding the country of manufacture or origin of materials used in the manufacture of the articles should be furnished. The proposal should include all minor accessories even though not specifically mentioned in this specification but which are essential for the complete functioning of the entire work as specified in the scope of the work. The tenderer shall not be eligible for any extra charges in respect of such minor accessories though not included in the tender and shall be handed over to JVVNL on expiry/ termination of the contract.

27 TRANSACTION CHARGES

Commission/Charge/fees and service tax etc. applicable and payable to the service provider may either be borne by the consumer or JVVNL or may be shared by the both, as per decision of JVVNL.

Under Reserve Bank of India (RBI) or Central/State Govt. guidelines, if any commission charges are required to be lowered than the quoted or accepted price, the PGSP shall only be authorized charge such lower charges without any claim against JVVNL.

Any increase in transaction fee due to change in government regulations shall be subject to notification by the PGSP and approval by JVVNL, the same shall however not be implemented without mutual consent.

28 PAYMENT:

- i. The transaction charges may either be borne by the consumer or JVVNL or may be shared by the both, as per decision of JVVNL.
- ii. Transaction charges payable by the consumers if any, shall be charged by the vendor during the transactions itself.
- iii. For transaction charges to be borne and payable by JVVNL, the vendor shall raise monthly invoice of all such transactions.

SECTION III : Pre-Qualification Requirements

JAIPUR VIDYUT VITRAN NIGAM LIMITED TECHNICAL SPECIFICATIONS

Pre-Qualification Requirements:-

1. The Bidder should be a registered company under the Companies Act-1956 and should be working in India for a minimum period of three years.
2. The Bidder should be authorized by Reserve Bank of India (RBI) to provide Electronic Payment aggregation services
3. Bidder should have been providing (Currently as on date of publishing of this NIT) similar services to at least (15) large institutions covering government/public sector undertakings out of which a minimum of three (3) should be Electrical undertakings/companies/organizations. Performance certificate/ citations confirming the same must be enclosed.
4. Bidder should be able to provide following payment services:
 - A. Online Payment Gateways services with acceptance of
 - i. Credit Cards (Visa, MasterCard, Amex and Diners are mandatory)
 - ii. Pre-Paid/Cash Card/Wallet of at least 5 such popular pre-paid/cash card/wallet services.
 - iii. Debit Cards, VISA, Master, MAESTRO and RUPAY are mandatory.
 - iv. Internet banking (should be at least thirty (30) banks out of which minimum fifteen (15) should be public sector banks with internet banking facility of key banks including SBI & associate Bank, PNB, HDFC and ICICI.

- B. Electronic Bill Presentment and Payment Services through at least 15 banks and 2 mobile wallets.
- C. Payment through standing instructions on bank account and credit card.
- D. Bidder shall be able to provide Electronic Clearance System Services of recurring debits to bank accounts for consumer payments. Bidder should be a registered user with the RBI for processing ECS Debit transactions.
- E. The bidder should provide necessary certificate in support of item A to D above, from any two Govt. depts./undertakings to whom such bill collection services are being provided by the agency at present.

Bidder should have valid contracts with all the partners prior to the date of issue of this NIT. *Certifications from the respective partners are required to be enclosed. Contract expiry dates of the various partners should also be mentioned. The bidders who are already having payment gateways certification shall only be considered for this bid.*

- 5. The bidder should have at least one globally accepted certification for information security i.e. VeriSign etc. & should strictly ensure full proof protection of customer's Information.
- 6. The bidder should have PCI DSS (Payment Card Industry Data Security Standard), ISO: 27001: 2005 or latest certification for Data Security.
- 7. The bidder should not be joint venture/joint bidding company and should be exclusively associated with providing Online Payment Gateway services and e-Payments.
- 8. The bidder shall have valid PAN, Sales Tax (if applicable) and Service Tax Number.
- 9. The average turnover for last three financial years of the bidder should be

at least INR 10 (ten) Crore per year.

10. Even though the Bidder's meet the above qualifying criteria, they are subject to be disqualified in case of following conditions:-

- A) The Bidder is in litigation with JVVNL.
- B) The Bidder has made any false representation in the forms, statements and attachments submitted in proof of the pre-qualification requirements.
- C) The Bidder has a record of poor performance such as abandoning of any allotted project, inability to complete any allotted project, delay in completion of any allotted project etc.
- D) The Bidder has been black listed by any Government or its organizations.

NOTE: Documentary evidences in support of above criteria shall also be furnished/ enclosed, failing which the bid shall be liable for rejection.

An undertaking to this effect (points 1 to 10 mentioned above) is also required from the Bidder. If at a later stage it is found that any Bidder has wrongly certified, the bidder shall be liable for action under the law.

SECTION IV : General Scope of Work

OVERVIEW

There are about 40 Lakhs consumers spread over 189 Sub-Divisions under 13 O&M circles of 12 districts of Rajasthan, namely Jaipur, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, Sawaimadhopur, Tonk and Karauli. Number of sub-division(s)/ division(s)/Circle(s) and consumers may increase or decrease.

The followings are the approximate yearly volume of online payment gateway transactions in JVVNL at present and are likely to grow many folds due to Govt. policies.

Payment from Jaipur Discom website (WSS and Quickpay only)	Credit Card	No. of trnx	71133
		Amount Rs.	369608146
	Debit Card	No. of trnx	43300
		Amount Rs.	152769035
	Net banking	No. of trnx	230408
		Amount Rs.	2277095566
Cash Card	No. of trnx	576	
	Amount Rs.	2761556	
Others	EBPP(all Channels i.e. inclusive of mobile wallet /application, Bank web sites, NECS& BBPS)	No. of trnx	721369
		Amount Rs.	2826330974
Total		No. of trnx	1066786
		Amount Rs.	5628565277

The volume of transactions shown here are only indicative and actual transactions may increase or decrease subsequently due to numerous reasons.

SCOPE OF WORK

The objective of this NIT is to engage a service provider for Online payment gateway services with acceptance of credit cards (Visa, Master, Amex and Diners etc.), internet banking, cash cards, debit cards (Visa, Master, Maestro and Rupay etc.), Electronic Clearance System services and Mobile Banking Services, Electronic Bill Presentment & Payment Services including Mobile wallets/application, NECS, BBPS and bank web sites Payment Services with ability to integrate with the existing billing system and other related applications covered under RAPDRP and provide various daily, weekly and monthly MIS (also in hardcopy once in a month) besides daily and Quarterly MIS on media to the Nodal and other officers, as per requirement of JVVNL.

Completion Schedule:- The agency has to operationalise Payment Gateway Services as per the scope work within 45 days of award of contract. This also includes integration with JVVNL System.

The following shall be under the scope of work of Payment Gateway Service Provider:

1. Services to be Provided by the PGSP

- i. Following services shall be provided by the agency to JVVNL consumers to make payments of electricity or other bills/demand of JVVNL electronically.

1	Online Payment Gateway Services	Should allow consumers to make payments using Visa, Master Card, Amex and Diners Credit Cards, acceptable Debit Cards, Cash Cards and Online Net Banking accounts and web sites partner Banks.
2	NECS and BBPS	Should allow consumers to make payments on standing instruction for debit to their bank account electronically.
3	Electronic Bill Presentment and Payment Services	Should allow consumers to make payments using the Bill Payment services offered by their partner banks/channels.
4	Mobile Payment Service	Should allow consumers to make payments through mobile wallets/applications and also facilitate bill payment through mobile android application of JVVNL.

- ii. JVVNL shall receive aggregated payments online along with reconciled information. For the above payment **facilities**, the vendor should have tie ups

with **Credit Card Payment Gateway(s) / Debit Card Payment Gateway(s) and with the banks concerned.** In terms of these arrangements Vendor's role is to manage the entire backend operations of such services. These include entering into agreements with card companies/banks & movement of data and reconciliation of such data against the payments made.

- iii. The PGSP shall have to provide Online payment gateway services with acceptance of credit cards like, Visa, Master, Amex & Diners, internet banking, cash cards, debit cards etc. with ability to integrate with the existing / new system of JVVNL and provide various daily and periodical MIS (also in hardcopy once in a month) besides daily and Quarterly on media to Nodal and other officers as per the requirement of JVVNL. JVVNL can add new applications at any point in time. The successful bidder shall be bound to provide payment gateway services through all such applications at no extra cost to JVVNL. The successful bidder would though continue to charge on as per the agreed upon payment rates.
- iv. The website of JVVNL (or any other site as directed by the JVVNL) would facilitate e-payment by providing redirection to end users. The user/consumer shall be redirected to the web page/URL specified by the PGSP and process the consumer's request regarding online payment of electricity bills. After the process, the end user shall be redirected back to the JVVNL's website (or any other site as directed by the JVVNL) with relevant transaction details.
- v. For transaction security, the payment services must offer minimum 128 bits SSL (Secure Sockets Layer). All processes such as payment transactions, payment status update and notification, etc. shall be primarily through web services or any other standard method of Discom's choice.
- vi. After successful online payment transaction, the consumer should be given a receipt clearly indicating payment details, total amount, bill month, Invoice

- no., K. number, account no., consumer name and address, due dates, transaction date, transaction ID, receipt ID, bank reference ID. etc., for utilization as a reference for future requirement.
- vii. In cases of failures if any or similar other cases the consumer should be given response with clear understandable on-screen message in printable format.
- viii. A MESSAGE SHOULD APPEAR BEFORE THE CONSUMER WHEREIN THE BILL 'BEING PAID' AMOUNT OF THE BILL AND TRANSACTION CHARGES (IN RUPEES ONLY and NOT ALLOWED IN PERCENTAGE) SEPARATELY AND THE TOTAL AMOUNT BEING DEDUCTED FROM HIS ACCOUNT ARE DISPLAYED.AFTER THIS WHEN CONSUMER PRESSES AN 'ACCEPT BUTTON', PROCESS SHOULD BE ALLOWED TO CONTINUE.
- ix. The consumer shall not be allowed to pay less than the bill amount payable up to due date or after due date, as the case may be.
- x. EXCEPTION REPORT OF FAILED TRANSACTIONS SHOULD BE GENERATED AND PROVIDED TO JVVNL ON DAILY BASIS.
- xi. The summary/detailed MIS [for general transaction only] should be dynamic so that JVVNL may get real time status of online collection at any point of time during the day.
- xii. The MIS of confirmed/authenticated transactions based on which remittance shall be made may be shown separately. Separate MIS shall be required for each of the Subdivisions, Circles and for the Nodal Officer clearly reflecting daily transaction details besides week/month wise, as the case may be. All the MIS shall also be available online on web.
- xiii. Allowing the consumer to review charges before final submission. Show PGSP's transaction charges, if any, separately from JVVNL charges.
- xiv. The PGSP would be responsible for reconciliation of all the transactions on

daily basis. Further, reconciliation is also done at the level of subdivisions and circles, so PGSP shall provide various MIS reports i.e. sub-division/circle/Discom level, in format(s) and frequency specified by JVVNL.

- xv. The PSGP would be solely responsible for implementation of all the guidelines issued from time to time by the RBI for various e-payment services.
- xvi. Based on its own discretion, JVVNL may add more payment gateways as and when required. The PGSP shall have no objection in case JVVNL wishes to add more payment gateways.
- xvii. It is option for PGSP to develop and maintain a secure mobile application (Android and other OS based)/websites for JVVNL bill payment service under guidance and approval by JVVNL .However no extra cost will be paid by JVVNL for same and should not be part of price quoted by bidder.
- xviii. **All guidelines issued from time to time by the RBI regarding internet banking and related security issues including transaction through Internet, Mobile, Credit, Debit cards etc. shall be mandatorily binding on the PGSP.**

2. Integration with JVVNL website and other system/application

- i. Integration between the JVVNL's website or any other application and Payment Gateway Service Providers shall be done by PGSP.
- ii. Technical details and information regarding the website integration may be indicated by the bidder in its bid documents. This shall be finalized with the successful bidder and the JVVNL's technical team, after issuance of LoI (Letter of Intent) to the successful bidder.
- iii. PGSP shall provide technical support with respect to the integration with the payment Service and other issues related to the e-payment services provided at no extra charge.

- iv. The PGSP shall submit a detailed solution being proposed to offer the services stipulated in this tender document. The PGSP shall also describe how it shall respond to system malfunctions, and diagnose and solve problems within a time period agreed upon with the JVVNL.
- v. The PGSP shall NOT subcontract any part of the e-Payment work to any third parties without written permission of JVVNL, under any circumstances.

3. Settlement time

- i. The service provider would be responsible for transfer of collected amount to designated Bank account of JVVNL within T+1 Bank Working Days failing which; interest @12% p.a. on the delayed transferred amount shall be recovered by JVVNL from the bill amount payable to the agency
- ii. Charges/fees payable to the participating Banks due to delay if any shall not be borne by JVVNL and shall be payable by the Service provider.
- iii. Service provider shall provide details of amount collected consumer wise to the Nodal Officer/designated authority of JVVNL & Billing Agency within T+1 bank working days in the formats decided by JVVNL.
- iv. The settlement of transaction by PGSP shall be as per applicable RBI guidelines.

4. Exceptions and charge backs

PGSP shall provide reasonable processes, systems and data necessary for adjusts of credits and debits of either the PGSP or JVVNL or both the agencies or the consumers. The PGSP must specify the process to handle this task. Wherever such excess amount has to be refunded to consumer, PGSP shall adopt the standard practice as mutually agreed and approved by JVVNL. The PGSP shall however not be allowed to withheld or deduct any amount out of daily collection finalized, posted in consumers account and remitted to bank account of JVVNL on this ground.

5. Payment of PGSP's fees

Transaction charges of the PGSP shall either be paid by the consumer at the time of transaction or the same shall be paid by the JVVNL against monthly invoice raised by the agency or the same may be shared by the consumer and JVVNL both. The vendor shall raise monthly invoice with hard copy of monthly MIS generated to the nodal officer i.e. AAO(CCC), JVVNL, Jaipur who shall verify the bill and arrange payment of transaction fee payable through AO(JCCC).

For sharing of transaction charges between the JVVNL and the consumer, JVVNL may also decide certain limit for any transaction value.

For example: JVVNL may decide to pay transaction fee of energy bills having value upto Rs. 5000/- and charge consumers for the rest of the bill amount if any.

PGSP shall offer full flexibility to Discom to charge different slab based rates to consumer towards transaction fee.

6. MIS and other reports

- i. The PGSP must record transactions and have provision to view them using the payment service reporting facilities in the format suggested by the JVVNL. The MIS provided to JVVNL should include customer ID (Consumer K. No. and account no.), amount paid, transaction ID, date, time, payment mode (e.g. credit, debit, direct debit, cash card etc.) and status of the same. The PGSP may be asked to provide the MIS date-wise, instrument-wise, account unit-wise, Sub-division-wise, Circle-wise etc. and inclusive or exclusive of successful and unsuccessful transactions.
- ii. The MIS reports to be submitted by the PGSP shall be finalized with the JVVNL. JVVNL may change, modify or add new MIS formats during the period of the contract as and when required. The PGSP shall provide login

credentials for different category of users to view and print the MIS relating to their jurisdiction.

7. Records/Data retention

- i. PGSP shall retain authorization logs and transaction records for the entire period of the contract.
- ii. All records shall be kept in accordance with the generally accepted accounting procedures and as per RBI guidelines. All adopted procedures shall comply with central, state and local laws.
- iii. Throughout the term of this contract, JVVNL reserves its right at any point of time to demand these logs and transaction records for its use. Any such information shall comply with any reasonable security and confidentiality procedures of PGSP.

8. Service availability

- i. E-payment services shall be provided round the clock i.e. 24X7 periods on all the days of the year. In case of failure, all damages fees shall be charged from the PGSP as defined in the 15.3.1, 15.3.2 and 15.3.4 under this section.
- ii. Real-time payment processing system shall be provided for the e-Payment service.

9. Security of transaction

- i. PGSP shall certify that online financial transactions shall be based on secure data transmission and a standard public-and-private key encryption system that encrypts the user's submission of private financial data before it leaves their web browser. The data must remain encrypted throughout transmission until it is received safely at the intended server where it is decrypted and processed.
- ii. PGSP shall ensure that appropriate security measures are provided to protect JVVNL's internal systems from intrusions and other attacks while conducting

e-Payment transactions, whether internal or external, e.g., message interception, tampering, redirection, or repudiation or while pulling data from or pushing data into JVVNL server.

- iii. PGSP shall ensure compliance with international information security standards and best practices.
- iv. PGSP shall have to certify that it will maintain full confidentiality of the JVVNL specific data like consumer demographic and transaction data and in no case it shall be shared with any agency without written permission of JVVNL.
- v. Any information or data obtained by the PGSP from JVVNL or JVVNL's consumers shall be stored in a place physically secure from any access by unauthorized persons. PGSP shall take every reasonable precaution to ensure that all buildings, rooms, storage areas, and containers ("physical locations") used by PGSP in providing the product(s) and service(s) under this contract shall be secure and equipped with reasonable precautions against damage.

(a) Information assurance includes:-

- (i) Assessment of vulnerabilities, threats, and impacts - Security risk mitigation strategies.
- (ii) Privacy management.
- (iii) Resilience, fail-over and redundancy.
- (iv) Security incident detection and handling.
- (v) Compliance management, monitoring and auditing.

(b) Application security includes:-

- (i) Authentication; providing flexible and robust user authentication which may include web authentication, privilege management and extranet management services.
 - (ii) Authorization
 - (iii) Data integrity, determining how to maintain data integrity and users' confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution.
 - (c) **Data confidentiality:** In transit by providing the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a successful force attack. In storage by ensuring that confidential data in databases from which public data is being extracted shall not be compromised.
 - (d) **Non-repudiation:** Application audit trail such as implementing date-time stamp and an audit trail (at least for 1 year) for identifying all security breaches and attempted breaches, Securing the relevant infrastructure and integrating with existing applications and systems of JVVNL.
- vi. Payment services must offer fraud screening tools to reduce fraudulent transactions. This includes address verification, card code value (CVV) verification, expiry date of the card, date of birth etc. to ensure that the payments made via payment service are legitimate.
 - vii. The payment service must offer minimum 128 bits SSL (Secure Sockets Layer) for transaction security.

10. Marketing of the service

- i. All marketing materials produced by PGSP exclusively for JVVNL must be approved by the JVVNL.
- ii. Release of broadcast e-mails by PGSP pertaining to this contract shall not be made without prior written authorization of JVVNL.

- iii. *PGSP shall not distribute any news release pertaining to this Contract without the prior consent of JVVNL.*
- iv. *PGSP shall not sublet work under the scope of the tender to any third party or its associate without permission from JVVNL.*

11.Maintenance

i. Scheduled maintenance

- a. PGSP shall specify the basis for scheduled maintenance causing or not causing disruption to provide electronic payment service.
- b. Maintenance shall be performed during off-peak hours and PGSP shall always provide advance notice of scheduled maintenance to JVVNL.

ii. Emergency maintenance

PGSP shall specify the major reasons for performing emergency maintenance (Example: security related issues). The PGSP shall notify immediately to the JVVNL regarding the emergency maintenance.

12.Auditing

- i. All PGSP records related to e-payments with respect to JVVNL or consumer shall be available for inspection, auditing and copying by JVVNL or other authorized representatives.
- ii. PGSP shall be acting to correct or remedy any audit results within the time period agreed upon with the JVVNL.

13.Information accessibility

- i. PGSP shall provide access to payment information to specified users and administrators authorized by the JVVNL using the service on a timely basis in an accurate, understandable and logical format.
- ii. Access can be given to a transaction "Log". The details of information in transaction log are to be agreed upon with the JVVNL.
- iii. PGSP shall not provide access of payment information to "any third party"

unless mutually agreed to with the JVVNL or requested by legal authority.

14. Customer support

- i. PGSP should provide telephone and email support to the consumer who make payment using the e-payment gateway.
- ii. The telephone numbers and support email ID must appear prominently on the payment page.
- iii. All payment related issues should be directly handled by the PSGP and issues should be resolved with the given SLAs. A monthly MIS report should be submitted to the JVVNL on the customer issues count, pending issues and resolved issues.
- iv. The PGSP shall submit a detailed solution being proposed to offer the services stipulated in this tender document. The PGSP shall also describe how it shall respond to system malfunctions, and diagnose and solve problems within a time period agreed upon with the JVVNL.

15. SERVICE DESCRIPTION

The desired workflow for the various services is broadly described below:

i. Online Payment

- a. Consumers make online payment through bill payment facility on Discom website or any other application.
- b. By logging into the Discom website, selecting the service, confirming the charges applicable, the customer is then guided to Online Payments page where he is presented with option of making an **Online Payment** using different modes like **Credit Card** or a **Debit Card** or **Net banking** services etc.
 - a. Customer then selects his preferred option of making the payment (i.e. through the Credit Gateway where he needs to use a Visa/ MasterCard/ Amex /Diners credit cards or the Debit Gateway where he need to use acceptable

- debit cards i.e. Visa/MasterCard/Maestro/Rupay or net banking accounts etc).
- b. If customer chooses the Credit Card as mode of payment, then he shall open the Credit Card Gateway section, where he shall enter the required validation details (card number, expiry date, verification number etc.)
 - c. In case customer chooses the Debit mode of payment, then he shall open the Debit Payment Gateway section of the relevant bank where he enters the requisite validation details (Debit Card Number / Net banking User ID and Password etc.)
 - d. The customer is intimated of the transaction status instantly and an electronic acknowledgement shall be displayed in a printable form. Simultaneously data is transmitted electronically to Discom Server intimating the success/failure of the transaction.
 - e. The money collected from the successful transactions shall be pooled account of JVVNL maintained with the identified bank. This money shall be made available online to designated bank account of JVVNL by T + 1 bank working day.
 - f. Vendor shall reconcile the money collected against the Payment Instructions issued and provide consolidated Payment Information to JVVNL in the format & frequency decided by the JVVNL. Daily payment information shall be required online in predefined formats. Monthly formats may however be provided to the nodal officer in hard copies and on media both. PGSP shall also provide the consolidated payment information whenever required by JVVNL.
 - g. The PGSP shall provide an easy to use reconciliation facility to Discom through user login.

ii. ECS/NECS/BBPS PAYMENTS

- a. The ECS/NECS/BBPS services would be made available to the JVVNL consumers.
- b. The application forms for the ECS/NECS/BBPS facility shall be made available by the agency to JVVNL consumers.
- c. Consumers shall be requiring to be guided by the agency for facilitating aforesaid electronic payment.
- d. Vendor shall collect & process the registrations and enroll the Consumer for the above electronic payment facility and update the backend systems accordingly.
- e. Thereafter, for every Billing cycle, Bidder shall collect bill data from JVVNL of such registered consumers and initiate the process for debit to their designated bank account.
- f. Vendor shall process the transaction through RBI's ECS mechanism and shall provide JVVNL with reconciled payment information.
- g. On receipt of clear funds from the aforesaid processing mechanism, the monies collected shall be passed to the designated bank account of JVVNL, by T+1 bank working days.
- h. In the event of any unsuccessful transactions, (i.e. where the consumer's bank fails/rejects the transactions due to insufficient funds etc.), the bidder shall provide such information to JVVNL.

iii. EBPP / Mobile wallet or mobile application Payment Services

- i. These services should enable the consumers to make payments through the Bill Payment service offered by their Bank or Card institution or Telecommunication Company.
- ii. Consumer should be able to avail the service by utilizing the bill payment facility offered by their bank/institution through various channels where JVVNL consumers are registered through their

- banks/institutions/telecommunication company for such services; the vendor shall collect consumer/bill details as may be specified by JVVNL and submit it to them.
- iii. The PGSP shall be fully responsible for developing integration with such EBPP providers and Discom shall in no manner interact directly with them.
 - iv. For EBPP to function JVVNL shall only provide/receive data to/from the PGSP in a standard mode.
 - v. PGSP shall have to own full responsibility of different payment service providers like EBPP and others to whom PGSP is allowing to use JVVNL data for bill payment.
 - vi. Banks may also allow payments to be made by their customers without any specific registration requirements.
 - vii. In respect of all payments made through this facility, the vendor shall aggregate the information/monies from the various Banks/Institutions/Telecommunication Company, consolidate them and submit to JVVNL in the format specified by it.
 - viii. These collections shall be made available to JVVNL in bank account by T +1 bank working days of the payment.
 - ix. These services shall be provided through PGSP vendor and through the various Partner banks that avail the Vendor's EBBP Service or Mobile payment service.

16.SERVICE LEVEL AGREEMENT

The purpose of this service level agreement (hereinafter referred to as SLA) is to clearly define the levels of service to be provided by the successful bidder to JVVNL for the duration of this contract. SLA defines the terms of the successful bidder's responsibility in ensuring the timely delivery of the

deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various service level Indicators which shall be considered by JVVNL in the SLA with vendor. The PGSP vendor has to comply with all SLAs defined below to ensure adherence to project timelines, quality and availability of services.

Note: Penalties shall not be levied on the vendor in the following cases:

- The non compliance to the SLA has been solely due to reasons beyond the control of the bidder, e.g. the net-banking services of a given bank have been impacted all over the country / region.
- There is a force majeure event affecting the SLA which is beyond the control of the successful bidder

16.1 The payment gateway has to be integrated with the JVVNL's application in not later than 15 working days. This time is from the instant a formal communication has been sent by JVVNL to the successful bidder till the time the payment gateway is integrated with the application and is ready for fund transfer.

16.2 Delay in commencement of work –

16.2.1 If the agency fails to deliver and commission the work within the stipulated delivery period of the Contract, the same is liable to be rejected and if accepted, the PGSP shall be liable to pay, as penalty charges a sum of 0.5% (half of one percent) of the security deposit per week recoverable from the bill amount payable.

16.3 Other penalties –

16.3.1 The PGSP should maintain e-Payment services uptime of at least 99% each month. The following penalties apply in case of any reduced uptime of the e-Payment services. During the time of scheduled maintenance the relevant web page displaying message like “Inconvenience regretted, Web

site is under maintenance” should be displayed.

Service uptime information shall be captured from the system generated report of JVVNL Billing System or PGSP System or both. In case of non-maintenance of uptime, penalties shall be imposed and recovered as under.

16.3.2 Penalties applicable

Uptime during a month	Penalty Amount % of initial security deposit recoverable from bill amount of month
95% or greater but less than 99 %	0.5%
90% or greater but less than 95 %	1.0%
Less than 90%	1.5%

16.3.3 Any misreporting or any fraud on the part of PGSP shall entail a penalty equal to two times the amount of fraud or misreporting per wrongly reported transactions. The amount shall be recovered from the security deposit/ monthly invoices.

16.3.4 Two consecutive monthly downtimes in excess of 5.0% shall entail penal proceedings, and may lead to cancellation of the contract.

16.3.5 If payments are not transferred within stipulated time to JVVNL then a penalty @ 12% per annum of the amount detained shall be levied on the PGSP and the same shall be recovered from its security deposits/ monthly invoices.

16.4 NOTE:

16.4.1 Multiple Penalties if applicable can be charged simultaneously.

16.4.2 Penalties based on the above clauses shall be computed on monthly basis by the JVVNL’s Nodal Officer.

16.4.3 In case the Honorable Regulatory commission penalizes JVVNL, and

levies penalty/fine on account of non-compliance of standards of performance with respect to the payment of electricity/other bills issued under this contract and where the PGSP is responsible for this the same (penalty/fine) shall be on the part of PGSP's account and shall be deducted from PGSP's security deposits/ monthly invoices.

16.4.5 Popular media like toll free, email, SMS shall be used to record and respond consumers' payment issues.

16.4.6 All the citizen payment issues (including refund of failed transactions) should be resolved and responded within a period of two GoR working days.

16.4.7 PGSP shall provide the monthly MIS reports (Hardcopy) besides daily, weekly and monthly MIS reports (Softcopy on media). Further, daily, weekly and monthly reports shall be provided to the Nodal and other officers within a period of 5 days of the becoming due. Daily reports shall be provided by next working day of the transaction day, Weekly reports becomes due on 8th, 16th 23rd and 1st of the following month whereas monthly report becomes due on 1st of the following month. For the delay in providing of the aforesaid reports, penalties shall be imposed and recovered as under:-

- a) Monthly report: Rs. 500/- per day.
- b) Daily and weekly report: Rs. 200/- per day.

SECTION V TECHNICAL OFFER

(TO BE FURNISHED BY BIDDER WITH THE COVER LETTER)

JAIPUR VIDYUT VITRAN NIGAM LIMITED

Chief Accounts Officer(R&C)

TENDER SPECIFICATION NO.TN-05

To be submitted complete with all enclosures

Date

The Chief Accounts Officer(R&C),
Jaipur VidyutVitrans Nigam Limited,
Room No.-23, VidyutBhawan,
Janpath,
Jaipur-302005

Subject: For providing of online payment gateway & Electronic Payment services.

Dear Sir,

We have procured tender specification TN-05for providing of online payment gateway & Electronic Payment services.

We agree to implement the system and provide services as per the scope of work given under this tender specifications.

We also agree that:-

1. The prices as mentioned in “Financial offer” are firm in all respect.
2. The prices quoted are valid for a period of 120 days from the date of opening of bid.
3. We also understand that the quantities mentioned in the price schedule shall be meant for bid evaluation and payment shall be made to us on the basis of actual number of items supplied / services delivered.
4. We have understood the terms of payment and undertake to abide by the same.
5. We understand that conditional offers are likely to be rejected.

6. The execution of work shall strictly be in accordance with the work completion schedule as given by JVVNL. In case we fail to complete the work as indicated therein we shall pay penalty as per “Delay in Completion” clause of the specification.
7. The services provided/material supplied by us shall conform to the specifications.
8. 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.
9. Until a formal contract is prepared and executed, this is in acceptance and support of award which shall constitute a binding contract between us.

We also understand that the JVVNL reserves its right to reject any or all of the bids without assigning any reason.

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

Enclosed:

1. Annexure 1: General profile of the bidder
2. Annexure 2 : List of past experience
3. Schedule 1: Schedule of deviations
4. Schedule 2: Confirmation of “No deviation” in commercial terms and conditions of this tender No.-5.
5. Schedule 3: Confirmation of “No deviation” in technical terms and conditions of this tender

Thanking you,

Yours faithfully,

Designation _____

Place

Date

Seal of the company

Annexure – 1: General Profile of the bidder

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

Annexure 2: LIST OF PAST EXPERIENCE

The tenderer shall state under this schedule whether works similar to those offered under this NIT have been previously executed/carried out. A list such orders executed shall be given by him together with information regarding the names of purchasing organizations, quantities and when the supplies were affected. This list should be in form given below:

S.No.	Detailed particulars of the services provided	Order No. & date	Name and details of purchasing authority	Date of completion
1.	2.	3.	4.	5.

If executed partially, mentioned	Whether still to be executed	Delivery stipulated in order	Remarks
6	7	8	9

Note: (1) Separate schedules should be furnished by the tenderer for the works undertaken of SEBs/Distribution Companies/ Discoms/other States Electrical Undertakings and other Departments/ Organizations.

(Signature)
Name & Designation
With seal of the tenderer

Schedule 1: Schedule of deviations

Technical Deviations

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

Commercial Deviations

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

Schedule – 2:Confirmation of “No deviation” in commercial terms and conditions of this tender

Commercial Terms & Conditions

Bidder's Name & Address:

To

The Chief Accounts Officer(R&C),
Jaipur Vidyut Vitran Nigam Limited
Vidyut Bhawan, Janpath,
Jaipur-302005.

Dear Sirs,

Sub: Confirmation for “No Deviation” in Commercial terms & conditions under NIT No. JPD/CAO/R&C/TN-05.

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

Date:-

Place:-

(Signature).....

(Name).....

(Designation).....

(Seal).....

Schedule 3: Confirmation of “No deviation” in technical terms and conditions of this tender

Technical Terms & Conditions

Bidder's Name & Address:-

To

The Chief Accounts Officer(R&C),
Jaipur Vidyut Vitran Nigam Limited
Vidyut Bhawan, Janpath,
Jaipur-302005.

Dear Sirs,

Sub: Confirmation for “No Deviation” in Technical terms & conditions of NIT No.JPD/CAO/R&C/TN-05.

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

We also confirm that tendered services shall be conforming to the various requirements and relevant Specification /orders as per design and drawing approved by JVVNL.

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

SECTION V: FINANCIAL OFFER DECLARATION

JAIPUR VIDYUT VITRAN NIGAM LIMITED

CAO(R&C)

(Must be filled by the bidder and returned with the tender)

The Chief Accounts Officer(R&C),
Jaipur Vidyut Vitrans Nigam Limited
Vidyut Bhawan, Janpath,
Jaipur-302005.

I/We have submitted my/our financial proposal in excel file of BOQ through e-procurement website of GoR.

Condition:

(i). Selection of lowest price offer:

a) For calculation of lowest price offer, aggregate of commission charges of all transaction under all the payment modes in column (7) of the BOQ shall be considered.

b) The bidder with least value of aggregate commission charges (in Rs.) taking together of all transaction under all modes of payment as mentioned in BOQ shall be declared as L1.

*The No. of transactions in a year col. (3) and transaction amount in col. (4) as mentioned in the BOQ is for calculation purposes and deciding of lowest(L1) bidder only. The actual amount and no. of transactions may increase/ decrease to any extent. However, the L1 rates as arrived after evaluation of the financial bid as per procedure outlined above need not

be accepted by JVVNL out rightly.

c) If the bidder quotes zero or null value against any of the item(s) of the Price Schedule, the same shall be taken as maximum price quoted by any of the bidders against the respective item(s). In such a case the L1 evaluated by e-proc system may deviate and may not be considered valid.

(ii) The details of applicable taxes are as under:-

S. No	Name of Taxes / Duties	Applicable rate at present
1		
2		
3		

We declare the following:

- a) The rates mentioned in the price bid are valid up-to one twenty days from the opening of the bid.
- b) The transaction charges payable to us may be borne by the consumers or JVVNL or may be shared by the both, as per decision of JVVNL.
- c) We have quoted prices for each of the Payment Mode of price schedule listed below:-

Sl.	Payment Mode
1.	Net Banking
2.	EBPP & Other services: All channels including ECS, NECS, BBPS, mobile banking/ wallets/application and through partner banks/ channels etc.
3.	Credit/Debit/Cash or prepaid Cards (Transaction up to Rs. 5000/-)
4.	Credit/Debit/Cash or prepaid Cards (Transaction above Rs. 5000/-)

- d) We understand that evaluation of lowest bids will be based upon the financial offer prices. These prices are exclusive of Service Tax which shall be payable on the rates applicable from time to time. All commission charges & imposition of any new tax by the government shall be on JVVNL account.
- e) We understand that the order for the entire work including all activities would be awarded to one or more vendors and it is discretion of Jaipur Discom to allow single vendor or more than one service provider to operate. We also understand that in case rate is not quoted for any activity our offer shall be rejected.
- f) We also understand that the rates quoted for the work shall be applicable for entire jurisdiction of JVVNL and not limited to any specific area or location.
- g) We understand that the contract shall be awarded for any or all the set of activities chosen by JVVNL for an initial period of three years.

The rates have been quoted unconditionally, since conditional offers are liable to be rejected.

Date:

Place:

Signature

(Name & Designation)

With the seal of the tenderer

Financial Offer Format in Excel

“BOQ”

Sl.	Payment Mode	No. of transactions	Unit of commission charges	Transaction Amount (Rs.)	Commission charges offered by bidder Sl. 1to3 in Rs.&P. and Sl. 4 in %	Total commission charges in Rs. Sl. 1to3=3*6 and Sl. 4=5*6/100
1	2	3	4	5	6	7
1.	Net Banking	230408	Rs. Per Bill	2277095566		
2.	EBPP &Other services: all channels including ECS, NECS, BBPS,and mobile banking/application/wallet etc.	721369	Rs. Per Bill	2826330974		
3.	Credit/ debit/ Cash Card (Up to Rs.5000)	49793	Rs. per bill	99137963		
4.	Credit/ Debit/ Cash Card (Above Rs. 5000)	21340	% of transaction value	270470283		
Total						

Total in figures Rupees

Selection of lowest price offer:-

a) For calculation of lowest price offer, aggregate of commission charges of all transactions under all the payment modes, i.e.column (7) of the BOQ shall be considered.

b) The bidder with least value of the aggregate of commission charges (in Rs.) of all transactions under all the modes of payment and mentioned in BOQ shall be declared as L1.

*The No. of transactions in a year col. (3) and transaction amount in col. (4) as mentioned in BOQ is for calculation purposes for deciding of the lowest (L1) bidder only. The actual amount and no. of transactions may increase/ decrease to any extent. However, the L1 rates as arrived after evaluation of the financial bid as per procedure outlined above need not be accepted by JVVNL out rightly.

c) If the bidder quotes zero or null value against any of the item(s) of the Price Schedule, the same shall be taken as the maximum price quoted by any of the bidders against the respective items for computation purposes. In such a case the L1 evaluated by e-proc system may deviate and shall not be considered valid.