

**RFP for Appointing "Project
Management Agency (PMA)" for
implementation of DDUGJY/IPDS/other
efficiency improvement programmes
for Distribution Companies in
Rajasthan"**

Dated 20 February 2015

[Reference NIT No.: JPD/SE/COMML/TN-01/2015]

Jaipur Vidyut Vitran Nigam Limited
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Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Place for Pre-bid meeting and opening of the bid	Office of SE (Comml.) Conference Hall Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur (Rajasthan) Pin-302005
Date & Time of Pre-bid meeting	02.03.2015 at 11 AM
Last Date & Time of Submission of Bid	23.03.2015 at 6 PM
Date & Time of Opening of Bid	24.03.2015 at 11 AM

Cost of Tender Document: Rs. 2500/- Only (Rupees Two Thousand Five Hundred Only)

E-Tender Processing Fee: Rs. 1000/- (Rupees One Thousand Only)

Name of the Bidding Company/ Firm:			
Contact Person(Authorised Bid Signatory):			
Correspondence Address:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			

ABBREVIATIONS & DEFINITIONS

Agreement	The Agreement to be signed between the successful Bidder and Rajasthan Discoms.
Authorized Representative	Any person authorized by either of the parties.
Bidder/ Tenderer	The company who will participate in the bidding process. The Bidder may be the Principal Officer or the duly Authorized Representative of the Bidder.
Corrupt Practice	The offering, giving, receiving or soliciting of anything of value or influence the action of an official in the process of Bidding or Contract execution.
Discoms	Power distribution companies of Rajasthan viz. Jaipur Vidyut Vitran Nigam Limited (JVVNL), Ajmer Vidyut Vitran Nigam Limited (AVVNL) and Jodhpur Vidyut Vitran Nigam Limited (JdVVNL). Also referred to as "Rajasthan Discoms".
EMD	Earnest Money Deposit
Fraudulent Practice	A misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive Rajasthan Discoms of the benefits of free and open competition.
GoR	Government of Rajasthan
Law	Any Act, Notification, Bye Law, Rules and Regulations, Directive, Ordinance, Order or Instruction having the force of law enacted or issued by the Central Government and/ or the Government of Rajasthan or any other Government or regulatory authority or political subdivision of Government agency.
LD	Liquidated Damages
Lol	Letter of Intent
MIS	Management Information System
NIT	Notice Inviting Tender
PO	Purchase Order/ Work Order
PMA	Project Management Agency
Purchaser/ Tendering Authority	JVVNL on behalf of all three Rajasthan Discoms.
RFP	Request For Proposal
Service provider/ Successful bidder	The bidder who will be finally selected and who gets into an agreement with the Rajasthan Discoms for completing the work mentioned in this bidding document.
CMC	Contract Monitoring Committee

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1. INVITATION FOR BIDS (IFB)& NOTICE INVITING TENDER (NIT)

- 1.1 Jaipur Vidyut Vitran Nigam Limited (JVNL), herein also referred to as “Purchaser”, on behalf of all 3 Distribution Companies of Rajasthan viz. Jaipur Vidyut Vitran Nigam Limited (JVNL), Ajmer Vidyut Vitran Nigam Limited (AVNL) and Jodhpur Vidyut Vitran Nigam Limited (JdVNL) collectively referred to as “Distribution Companies”, invites proposals from reputed, competent and professional consultancy firms, who meet the minimum eligibility criteria as specified in this bidding document for Appointing “**Project Management Agency (PMA)**” for implementation of DDUGJY/IPDS/other efficiency improvement programmes for Distribution Companies in Rajasthan” for a period of 3 years as detailed in the Chapter titled "scope of work" of this RFP document.
- 1.2 The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in>, for the purpose of downloading.
- 1.3 Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 1.4 To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 1.5 A two part **three envelope / cover** selection procedure shall be adopted.
- 1.6 Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, Demand Drafts (DD) for Tender Fees, e-Tender Processing Fees and EMD should be submitted physically at the office of Tendering Authority as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.
- 1.7 JVNL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 1.8 Bidders are also advised to refer “Bidders Manual Kit” available at e-Proc website for further details about the e-tendering process.
- 1.9 Please note that a pre-bid meeting of prospective bidders is scheduled as per the details specified in NIT below. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ Bidding document.
- 1.10 No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder.
- 1.11 JVNL disclaims any factual or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.

NOTICE INVITING TENDER

Jaipur VidyutVitrان Nigam Limited (JVNL) invites competitive bids from the eligible bidders for Appointing “**Project Management Agency (PMA)**”for implementation of **DDUGJY / IPDS / otherefficiency improvement programmes for Distribution Companies in Rajasthan**”for a period of 3 years

Nature of the Engagement	Appointing “Project Management Agency (PMA)”for implementation of DDUGJY / IPDS / otherefficiency improvement programmes for Distribution Companies in Rajasthan”for a period of 3 years
Cost of Tender Document (non-refundable)	Rs. 2,500/- (Rupees Two Thousand Five Hundred Only)
Processing Fees (non-refundable)	Rs. 1,000/- (Rupees One Thousand Only)
Earnest Money Deposit (EMD)	Rs.15,00,000/- (Rupees Fifteen Lac Only)
Publishing Date & Time	20.02.2015 at 10 AM
Document download Start Date & Time	20.02.2016 at 10 AM onwards 02.03.2015 at 11 AM
Date, Time & venue of Pre-bid Meeting	Office of SE (Comml.), Conference Hall Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur (Rajasthan) Pin-302005
Bid Submission Start Date & Time	20.02.2015 at 10 AM onwards
Document download End Date & Time	23.03.2015 at 6 PM
Bid Submission End Date & Time	23.03.2015 at 6PM
Submission of Demand Draft/ Banker Cheque of Tender Cost, Earnest Money and Processing Fees*	From 20.02.2015 onwards up to 2 PM on 23.03.2015
Technical Bid Opening Date & Time	24.03.2015 at 11 AM
Date & time of opening of Financial bids	Will be intimated later to the Technically qualified bidders
Websites for downloading Tender Document, Corrigendum’s, Addendums etc.	http://eproc.rajasthan.gov.in http://www.jaipurdiscom.com
Bid & EMD Validity	Bid: 180 Days from the date of Technical bid opening EMD: 180 Days from the date of Technical bid opening
* In case any bidder fails to submit the original Demand Draft/ Banker Cheque of tender fee, Earnest Money and processing fees up to 2 PM on 23.03.2015 the Technical Bid of the bidder shall not be opened. The Banker’s Cheque/ Demand Draft should be drawn in favour of “Accounts Officer(Cash), JVNL” payable at “Jaipur” from any Scheduled Commercial Bank.	

2. BACKGROUND INFORMATION

The Government of India recently launched the Deendayal Upadhyaya Gram Jyoti Yojna (DDUGJY) scheme which aims for separation of agriculture and non-agriculture feeders, strengthening & augmentation of sub-transmission & distribution system and improving rural electrification and the Integrated Power Development Scheme (IPDS) for urban areas. The guidelines of the schemes also necessitate a **"Project Management Agency" (PMA)** having a dedicated team for monitoring of the project execution. In view of above, the Distribution Companies in Rajasthan plan to establish a PMA at the head office of JVVNL, Jaipur to monitor the execution and progress of DDUGJY and IPDS schemes and other projects undertaken by the Discoms for efficiency improvement.

On behalf of the three distribution companies of Rajasthan, JVVNL invites proposal from reputed firms for appointing **"Project Management Agency" (PMA) for implementation of DDUGJY/IPDS/other efficiency improvement programmes for Distribution Companies in Rajasthan**". The agency shall also assist the three Discoms in monitoring of other projects in areas of loss reduction, revenue monitoring, cost optimization, etc.

3. Eligibility Criteria

Sl. No	Compliance Area	Eligibility Criteria	Supporting Document
1	Legal	The Bidder must be a company, registered under the Companies Act, 1956 or a partnership firm registered under Partnership Act or a Proprietorship firm.	Self-attested copy of the Certificate of Incorporation, Registration Certificate and Certificate of Commencement of Business.
		The bidder should be registered with the Service Tax department and carry a valid PAN.	Service Tax registration certificate Income Tax registration Certificate/ Pan Card
2	Technical	The Bidder must have done similar work for at least three (3) distribution utilities in 3 different states in India during last 5 years (from 1.1.2010 to 31.12.2014) each valued at least Rs. 50 lakhs.	Copies of work orders and work completion certificates mentioning the nature of work, the period during which the work was done or is being done, the value of the completed work and the payment made.
3	Financial	The Bidder should have a minimum annual turnover of INR Rs. 50 crores during the last (3) three financial years (i.e. 2011-12, 2012-13 & 2013-14) from	Copy of annual Audited balance sheets and profit and loss statements for the last three financial years (i.e. 2011-12, 2012-13 & 2013-14) along with and CA

Sl. No	Compliance Area	Eligibility Criteria	Supporting Document
		consulting/ advisory business	Certificate indicating turnover during last three financial years (i.e. 2011-12, 2012-13 & 2013-14) should be enclosed.
		The Bidder should have positive net worth in each of the last three financial years (i.e. 2011-12, 2012-13 & 2013-14).	CA Certificate indicating net worth of the company during the last three financial years (i.e. 2011-12, 2012-13 & 2013-14) should be enclosed.
		The bidder must submit a letter of authorization from the Company authorizing a person to sign the documents on behalf of the company, submit technical, commercial information and attend meetings on behalf of the company.	Letter of authorization on Company's letter head in attached format as per Annexure III .
4	Other	The bidder must not have been blacklisted by the Central or any State Government or any of their institutions.	The bidder should provide an undertaking (self-certificate) that the bidder hasn't been blacklisted by the Central or any State Government or any of their institutions in attached format as per Annexure IV .
		The company should have at least 100 full time employees in consulting role (Having minimum qualification as BE/ BTech/MBA/ MBE/ MCA/ CA on the rolls of the company	List of such employees from authorized signatory should be enclosed.

4. Scope of Work

4.1. Details of Work

The scope of work for the selected PMA will be to provide experienced persons for management and monitoring of various programmes undertaken by the Distribution Companies in Rajasthan, such as the Deen dayal Upadhyaya Gram Jyoti Yojna (DDUGJY), Integrated Power Development Scheme (IPDS) and other efficiency improvement projects for a period of 3 years. Bidders will propose the best persons meeting all the criteria as laid down in the RFP document. The selected agency(s) will be responsible to station the designated persons at the premises of Rajasthan Distribution companies and meet all the service obligations as agreed by it with JVVNL during the contract consequent upon the selection.

The indicative scope of work that the agency shall be required to perform is as per the table given below and can be revised and refined as per requirements:

Table 1 Roles and Responsibilities of the PMA

S. No.	Module	Activities
1.	Project Management and MIS	<p>Assist Discoms in preparation of Need Assess Document (NAD), formulation of DPRs, monitoring and coordination of bidding process, project planning and implementation, Quality Monitoring, MIS & Web Portal up-dation, etc. for Deen dayal Upadhyaya Gram Jyoti Yojna (DDUGJY), IPDS and other schemes.</p> <p>Work closely with other technical staff for monitoring of programme and initiatives in each Discoms. Selected consultants would assist the Discoms in undertaking following activities:</p> <ul style="list-style-type: none"> ✓ Monitoring and coordination activities <ul style="list-style-type: none"> ○ Assist in preparation of tender documents for appointment of turnkey contractor ○ Assist in bid process (including pre bid meetings etc) and technical evaluation of bids ○ Assist in placement of letter of Award and related activities ✓ Assist in monitoring of initiatives related to DSM/EE initiatives ✓ Project Planning and Implementation <ul style="list-style-type: none"> ○ Assist in preparation of detailed work implementation schedule (PERT) in association with turnkey contractor ○ Assist in coordinating & monitoring of project implementation activities ○ Assist in monitoring receipt and issue of materials by the contractor ○ Assist in identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with Discoms and Contractors. ○ Assist in verification of invoices raised by the Contractor ○ Assist in supervision of flow of funds in dedicated bank account of projects ○ Assist in verification of creation of assets from asset register of the utility.

		<ul style="list-style-type: none"> ✓ Quality Monitoring <ul style="list-style-type: none"> ○ Assist in preparing a Quality Assurance (QA) Plan with the approval of the Utility ○ Assist in monitoring of field quality inspection of ongoing/completed works ○ Assist in monitoring of joint inspections of material at site on sample basis ✓ MIS & Web Portal up-dation <ul style="list-style-type: none"> ○ Assist in timely up-dation of information on Web Portal ○ Assist in periodic reporting to the Project Management Cell of Discom ✓ Assist in coordination with Nodal Agency/MoP and any other works as may be required to achieve the objectives of the overall efficiency improvement scheme ✓ Assist in monitoring the execution of other schemes like IPDS, Roll out of 24x7 power supply to all and any such projects of strategic importance to the Discoms
2.	Loss Reduction	<p>Assist Distribution companies in undertaking following activities:</p> <ul style="list-style-type: none"> ✓ Assist in design of loss reduction strategy ✓ Assist in preparing Implementation & roll out plan ✓ Assist in floating a tender for appointment of a meter supply and installation agency (ies).
3.	Revenue Monitoring	<p>Assist the Discoms in undertaking following activities with reference to Revenue monitoring:</p> <ul style="list-style-type: none"> ✓ Assist in strengthen meter reading, billing and revenue collection activities through process re-engineering and introducing best practices; ✓ Assist in improving customer services ✓ Assist in assessing correct quantum of energy sold to agricultural consumers and determine correct amount of subsidy support for agriculture consumers required from State Govt; ✓ Assist in setting up an automated system for analysis of energy consumption pattern of high value consumers through MRI data and finding any unscrupulous consumption parameter and levy penalty (wherever necessary)

4.	Cost Optimization	<p>Assist the Discoms in undertaking following activities with reference to cost optimization:</p> <ul style="list-style-type: none"> ✓ Assist in assessing power procurement portfolio of RDPPC and identify the sources of power procurement with high cost; ✓ Assist in reviewing options for modification in power purchase portfolio and implement power purchase optimisation strategy; ✓ Assist in forecasting the Power Demand and Supply availability and assess ways to bridge the existing gap between the two. Prepare & implement power management strategy for optimisation of power procurement cost; ✓ Assist in assessing inventory management system of the 3 Discoms and propose improvements in SBDs and procurement practices ✓ Assist in exploring the avenues where repairs & maintenance (R&M), administrative & general (A&G) expenses and employee expenses could be optimized. ✓ Assist in determining capital expenditure (Capex) requirement for projects undertaken for customer service improvement, implementation of DSM/ EE plans and employee engagement strategy
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4.2. Deliverables & Time Schedule

The expected deliverable from the PMA would be to provide **designated persons as per the requisite skills**. The table gives the expected number of person(s) with their qualifications in each position required by JVVNL to set-up the PMA. They will provide services related to activities mentioned in section 4.1.

Table 2 Composition of the PMA

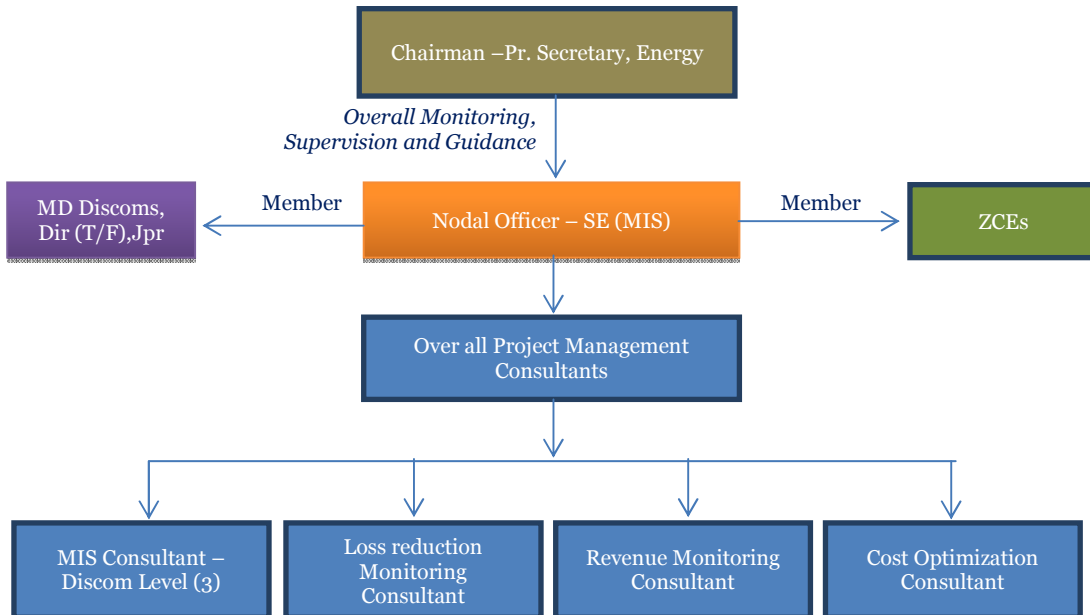
S. No	Service Category	Number of Persons	Required Qualification
1.	Project Management Consultant	1	<p>Education:MBA/ MBE/ PGDBM (Full time 2 yr, 1 yr for ISB)</p> <p>Total Experience:Atleast5 Years in Power Sector</p>
2.	MIS Consultant (Discom Level)	3 (1 for each Discom)	<p>Education:MBA/ MBE/ PGDBM (Full time 2 yr, 1 yr for ISB)</p> <p>Total Experience:Atleast2Years in Power Sector</p>

S. No	Service Category	Number of Persons	Required Qualification
3.	Loss Reduction Monitoring Consultant	1	Education: BE/BTech and MBA/ PGDBM (Full time 2 yr, 1 yr for ISB) Total Experience: Atleast2 YearsinPower Sector
4.	Revenue Monitoring Consultant	1	Education: MBA/ PGDBM (Full time 2 yr, 1 yr for ISB) Total Experience: Atleast2Yearsin Power and regulatory Sector
5.	Cost Optimization Consultant	1	Education: MBA/MBE/ PGDBM (Full time 2 yr, 1 yr for ISB)/ CA Total Experience: Atleast2 Years in Power Sector)

Governance Structure

The primary goal of the PMA is to monitor implementation of efficiency improvement program/ projects and report the progress to management to assist in priority based decision making. The following figure illustrates the governance structure for PMA in the Rajasthan:

Figure 1 Governance Structure for setting up PMA



4.3. Manpower deployment

- i. The PMA shall deploy a suitable task force of well-qualified and experienced designated persons. The name of the persons proposed to be deployed for completion of services

included under the scope of this specification, along with their relevant experience and curriculum vitae shall be included by the bidder in his offer.

- II. All the designated persons have to be stationed on full time basis at Jaipur with one person each for MIS activities to be stationed at Ajmer and Jodhpur. They will take prior permission before leaving headquarter.
- III. The onsite team shall be available in the office(s) of the Discom(s) on all working days. The onsite team shall be eligible for weekend offs (Saturdays and Sundays) and other national/ gazetted holidays. However they may be required to work and be present on holidays, as and when required. Besides, the onsite team members shall be entitled for 10 days of casual leaves annually.

5. Bidding Process

5.1. Sale of Tender/ Bidding Document

The sale of bidding document shall commence with the issue of NIT and shall be stopped as per the details specified in NIT. The complete bidding document is also placed on the websites as specified in the NIT. The prospective bidders are permitted to download the bidding document from any of the specified websites but must pay the cost of tender processing fee & EMD while submitting the e-bid to the department.

5.2. Clarification and Amendment of Bidding Document

5.2.1. Clarifications to the Bid Document

- I. A prospective bidder requiring any clarification on the Tender documents may notify the Purchaser through email as specified in the NIT and should reach before the specified Date and Time of Pre-Bid meeting as per the information provided in NIT.
- II. Purchaser will only accept bidder queries sent through email as per the Template in “**Annexure VI**” on or before the date and time specified in NIT.
- III. Purchaser would provide clarifications to those bidders whose representatives are present during the pre – bid meeting only. JVVNL would prepare and upload the corrigendum and final RFP based on modifications (if any) as specified in the NIT
- IV. JVVNL will not entertain or respond to bidders’ queries and clarifications received after the pre-bid meeting.

5.2.2. Pre-bid Meeting

- I. The bidder or its official representative (not more than two representatives per bidder) is invited to attend the pre-bid meeting as per the details specified in NIT. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ bidding document and also to understand/address any concerns of the bidders related to the RFP.
- II. The prospective bidders are allowed to attend the pre-bid conference/ meeting and submit their pre-bid queries in the specified format and schedule.
- III. As a result of discussions in the pre-bid conference, if modifications in the bidding document, specifications of services are considered necessary, they may be done by issuing an addendum/ corrigendum and its copies shall be sent through Email/ post to all

the bidders having purchased the bidding document without identifying the source. The corrigendum/ addendum and the Final bidding document will be placed on all the websites as specified in the NIT.

- IV. Response to bidder queries provided during the pre-bid conference will not have any impact on the RFP scope, requirements or the terms & conditions until and unless queries are provided in the format indicated and response has been published/ communicated and addendum/ corrigendum is released indicated as above.
- V. The tendering authority reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

5.2.3. Amendment of Bidding Document

- I. At any time prior to the deadline for submission of the Bids, the tendering authority may amend the Bidding document by issuing Corrigendum/ Addenda.
- II. 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.
- III. 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.
- IV. Any change in date of submission and opening of bids would be published in appropriate manner including the website mentioned in the NIT.

5.3. Submission and Opening of Bids

5.3.1. Documents comprising the Bid

- a) A Two Part-Three envelope/ cover system shall be followed for the bid. They shall be submitted on <http://eproc.rajasthan.gov.in> in electronic format in the following manner:
 - o Cover-I:- The cover One consist the following documents

S. No.	Document Type	Document Format
Fee Details		
1.	Tender Fee	Scanned copy of the receipt of tender fee
2.	Tender Processing Fee	Scanned copy of the receipt of Tender processing fee
3.	Earnest Money Deposit	Scanned copy of the receipt of banker's cheque / demand draft/valid exemption certificate

- o Cover-2:-Technical bid consist the following documents(To be filled in pdf format)

Pre-Qualification Documents

1.	Eligibility Criteria References	As per format given in Annexure II
2.	Bidder's Authorization Certificate	As per format given in Annexure III
3.	Self-declaration – no blacklisting	As per format given in Annexure IV
4.	All the documents mentioned in the “Eligibility Criteria” in support of the eligibility	Requisite supporting documents meeting eligibility criteria as specified in Chapter 3
Technical Bid Documents		
5.	Technical Proposal Submission form	On Bidder's original letter head and as per format provided in Annexure I-A and duly signed by authorized signatory as per Annexure III
6.	Bidder's organization Profile	Brief organization profile of the Bidder
7.	Firm's references to showcase relevant experience along with necessary proofs and credentials	As per Annexure I-B
8.	Details of Team composition, qualification and experience	As per Annexure I-C
9.	Signed and latest CVs of proposed consultants for each position mentioned in RFP in attached format	As per Annexure I-D

- o Cover-3:-For Financial / Price Bid consist the details of prices as per Annexure-V in the MS Excel format (.xls format of price bid) published with NIT on eproc website
- b) The bidder would ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.

5.3.2. Earnest Money Deposit

- I. Every bidder, if not exempted must furnish the EMD as specified in the NIT.
- II. Government of Rajasthan and Union Government undertakings, corporations, companies; autonomous bodies managed or controlled by Government are not required to submit the EMD. Receipt of EMD or Registration certificate or Certificate that the bidder is a Government undertaking/ Corporation/ Company/ autonomous body as mentioned above shall necessarily accompany the sealed bid without which the bid shall be rejected forthwith.
- III. EMD for the amount of Rs.15,00,000/- (Rupees Fifteen lakh only) shall be deposited in the form specified in the NIT.

- IV. EMD of a bidder lying with JVVNL in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids. The earnest money originally deposited may, however, would be taken into consideration in case bids are re-invited.
- V. Form of EMD: The EMD may be deposited in the form of a banker's cheque/ demand draft. The validity of the EMD would be of 180 days from the date of Technical bid opening. The EMD would be revocable at Jaipur at par in favour of "Accounts Officer (Cash), JVVNL" payable at "Jaipur".
- VI. Refund of EMD: The earnest money of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. In case of best/ successful bidder, the EMD shall be refundable after execution of contract agreement and furnishing of required Performance Security Deposit. Available EMD may also be adjusted in arriving at the amount of the Performance Security Deposit.
- VII. Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:-
 - a) When the bidder withdraws or modifies his bid proposal after opening of bids.
 - b) When the bidder does not execute the agreement after placement of order within the specified time.
 - c) When the bidder does not deposit the Performance Security Deposit along with contract agreement after purchase/ work order is placed.
 - d) To adjust any dues against the firm from any other contract with JVVNL.
- VIII. Any Bid submitted without the EMD will be summarily rejected.
- IX. No interest will be paid by JVVNL on the Earnest money deposited.

5.3.3. Cost of Bidding

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

5.3.4. Language of Bids

The Bid prepared & submitted by the Bidder and all subsequent correspondence and documents related to the bid and as submitted by the bidder, shall be written only in English language. Also, any printed literature furnished by the Bidder written in other language (other than English/ Hindi) must be accompanied by an English/ Hindi translation in which case, for purposes of interpretation of the bid, the appropriate translation by the Purchaser shall govern.

5.3.5. Alternative Bids

Alternative bids shall not be considered at all.

5.3.6. Bid Prices

- I. All the prices would be quoted only in Indian Rupees (INR) currency.
- II. Prices/ Rates shall be written both in words and figures. There would not be errors and/ or over-writings. Corrections/ alterations, if any, would be made clearly and initialed with date.
- III. Service tax applicable would be shown separately in the Format for Price Quotation only.

- IV. The prices and discounts quoted by the Bidder in the Price Schedule/ Commercial/ Financial Bid shall conform to the requirements specified therein.
- V. All consultants' service categories in the Financial Bid must be listed and priced separately. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with the provisions of bid document.
- VI. The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid including any discounts offered.
- VII. Prices quoted by the Bidder shall be fixed during currency of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- VIII. The price quoted by the bidder shall be inclusive of all expenditure except service tax which will be payable on actual basis as per applicable rates. However, all expenses with respect to travelling and lodging of the consultants for official purposes outside of their base location in Jaipur, Ajmer or Jodhpur, as the case may be, to carry out any activity shall be reimbursable by the Purchaser at par entitlement of Class I employees to Project Manager and for other service category as class II employees of JVVNL..
- IX. Unless otherwise indicated in the bid document, prices quoted shall correspond to 100% of the services to be provided.

5.3.7. Period of Validity of bids

- I. Bids shall remain valid for 180 days from the date of bid submission as prescribed by Tendering Authority. A Bid valid for a shorter period shall be rejected and treated as non-responsive.
- II. In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

5.3.8. Format and Signing of Bid

- I. The bid forms/templates/annexure etc., wherever applicable, shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, 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.
- II. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.
- III. The bid, duly signed (digitally) by Auth. Signatory, should be uploaded on the eproc portal in respective file/ format.
- IV. Bidders must submit their bids online at eproc portal. Bids received by another other means shall not be accepted.
- V. If bids are not submitted as per the details mentioned in this bidding document and eProc website, the tendering authority shall reject the bid.

5.3.9. Deadline for the submission of Bids

- I. Bids must be submitted on the website <http://eproc.rajasthan.gov.in> no later than the date and time indicated in the NIT.
- II. Normally, the date of submission and opening of bids would not be extended. However, in exceptional circumstances or when the bidding document is required to be substantially modified as a result of discussions in pre-bid conference and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by JVVNL and due publicity to such change in date of opening of bids would be given. In such cases, it would be ensured that after issue of corrigendum, reasonable time is available to the bidders to prepare and submit their bids. Any change in date of submission and opening of bids would also be placed on the respective website 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.
- III. The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

5.3.10. Withdrawal, Substitution, and Modification of Bids

- I. A Bidder may withdraw its bid or re-submit its bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at eProc website under the section "Bidder's Manual Kit".but not after bid submission end date and time.
- II. Bids withdrawn shall not be opened and processed further.

5.3.11. Bid Opening

- I. The designated Procurement Committee will perform the bid opening, which is a critical event in the bidding process.
- II. The tendering authority shall conduct the bid opening at the address, date and time specified in the NIT.
- III. All the bids received up to the specified time and date in response to all the bid inquiries shall be opened by the members of the designated Procurement Committee at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present. Alternatively, the bidders may also view the bid opening status/ process online at eProc website.
- IV. All the documents comprising of technical bid/ cover shall be opened & downloaded from the eProc website (only for the bidders who have submitted the prescribed fee(s) to JVVNL).
- V. All the technical bid covers, except the Commercial/ Financial cover, shall be opened one at a time, and the following read out and recorded: the name of the bidder; the presence of the processing fee, tender fee, EMD and any other details as the tendering authority may consider appropriate.
- VI. The Tendering authority shall prepare a record of the bid opening that shall include, at a minimum: the name of the bidder and the presence or absence of processing fee,

Tender fee, and EMD. The bidder's representatives who are present shall be required to sign the attendance sheet.

- VII. The Commercial/ Financial cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

5.4. Evaluation and Comparison of Bids

5.4.1. Evaluation Method

- I. For the selection of qualified and competent professionals for the establishment of PMA, the JVVNL shall constitute a Selection Committee.
- II. The Selection Committee shall score the technical bids as per the evaluation criteria specified below.

	Evaluation Criteria	Maximum Points
1	Specific experience of the consultants related to the assignment.	8
a)	Experience of completed projects valued at Rs. 50 lakhs or more in assisting distribution utilities in India for similar works during last 5 years. 4 projects – 1 mark, 5 projects – 2 mark, 6 projects – 3 marks, 7 or more projects – 5 marks	5
b)	The Bidder having experience of working in Rajasthan power sector continuously for a period of at least 1 year during the last 5 years	3
<i><Relevant Citations/ Work Order to be attached></i>		
2	Qualifications and competence of the key professional staff for the Assignment	92
a)	Project Manager (1 person) (Qualification: 2 marks; Experience: 4 marks; Interview: 14) <i>Qualification</i> MBA/ MBE / PGDBM (Full time 2 yr, 1 yr for ISB) a. From List A institutes – 2 marks <i>Experience in Power Sector in India</i> a. 1 mark for each additional complete year of experience above 5 years, subject to a maximum of 4 marks <i>Interview (Personal) - 14 marks</i>	20
b)	Team Member (MIS Consultants: 3 persons at Discoms level) - (Qualification: 2 marks; Experience: 3 marks; Interview: 7 marks) <i>Qualification</i> MBA/ MBE/ PGDBM (Full time 2 yr, 1 yr for ISB) a. From List A institutes – 2 marks	36 (i.e. 12 marks each)

	<p><i>Experience in Power Sector in India</i></p> <p>a. 1 mark for each additional complete year of experience above 2 years, subject to a maximum of 3 marks</p> <p><i>Interview (Personal) - 7 marks</i></p>	
c)	<p>Team Member (Loss Reduction Consultant) – (1 person) (Qualification: 2 mark; Experience: 3 marks; Interview: 7)</p> <p><i>Qualification</i></p> <p>B.E/ B.Tech</p> <p>a. From List A institutes – 2 marks</p> <p><i>Experience in Power Distribution Sector in India</i></p> <p>a. 0.5 marks for each additional complete year of experience above 2 years, subject to a maximum of 2 marks</p> <p><i>Experience in preparing loss reduction strategies for at least 2 Discoms – 1 mark</i></p> <p><i>Interview (Personal) - 7 marks</i></p>	12
d)	<p>Team Member (Revenue Monitoring consultant) – (1 person) (Qualification: 2 marks; Experience: 3 marks; Interview: 7)</p> <p><i>Qualification</i></p> <p>MBA/ PGDM (Full time 2 yr, 1 yr for ISB)</p> <p>a. From List A institutes – 2 marks</p> <p><i>Experience in Power Distribution Sector and Regulatory Environment in India</i></p> <p>a. 0.5 marks for each additional complete year of experience above two years, subject to a max of 2 marks</p> <p><i>Experience in preparation of revenue enhancement strategies for Discoms and monitoring and reporting progress – 1 mark</i></p> <p><i>Interview (Personal) - 7 marks</i></p>	12
e)	<p>Team Member (Cost Optimization Consultant) - (1 person) (Qualification: 2 marks; Experience: 3 marks; Interview: 7)</p> <p><i>Qualification</i></p> <p>MBA/ MBE/ PGDBM (Full time 2 yr, 1 yr for ISB)/ CA</p> <p>a. From List A institutes – 2 marks</p> <p><i>Experience in Power Sector in India</i></p> <p>a. 0.5 mark for each additional complete year of experience above 2 years, subject to a max of 2 marks</p>	12

	<i>Experience in preparation of strategies for cost optimization for Discoms, cost benefit analysis, power financial modelling, monitoring and reporting progress – 1 mark</i>	
	<i>Interview (Personal) - 7 marks</i>	
<i>< Signed latest CVs of each resource to be attached. The Purchaser shall consider only the resource with maximum marks. Supporting qualification document must be provided in the bid.></i>		
	Total Points	100

Notes:

- 1:** List of institutes given as **Annexure IX** to this document
- 2:** Personal interviews will take place in Jaipur, Rajasthan. Exact date, time and detailed address for interviews will be communicated to bidders. All expenses for making resource available for personal interview will be borne by bidder.
- 3:** Supporting documents shall be verified during the interview.
- 4:** More than one CV may be submitted for one position.

- III. The Selection Committee will thoroughly evaluate the CVs of the proposed consultants and shall also conduct one-to-one interviews to judge the competency and quality of the proposed consultants.
- IV. The Selection Committee might require going through original documents of the Consultants to validate their claims on Education Qualifications, Experience and Certifications as part of the interview process to establish the quality and competency of the consultant.
- V. The selection method is **Combined Quality cum Cost based (CQCBS)** applied to each bidder.
- VI. For technical scoring, the following method would be used:
 - a) The Selection Committee will provide marks to each of the CVs as per the parameters given in the evaluation criteria specified.
 - b) All consultants scoring marks equal to or above 70 marks in Technical score will be shortlisted for the final scoring based on CQCBS.
- VII. After evaluating the Technical Bids, JVVNL shall notify the technically qualified bidders, the date, time and place for opening of the Financial Bids.
- VIII. Scores of the Financial evaluation would be weighed by dividing the lowest quote (Fmin) with the financial quote of the bidder (Fb) who is being evaluated and then multiplying the result by 100 to obtain Normalized financial score (Fn).
- IX. Similarly the scores of the Technical evaluation would be weighed by dividing obtained technical marks of bidder (Tb) who is being evaluated with maximum technical marks (Tmax) and then multiplying the result by 100 to obtain normalized technical score (Tn).
- X. The normalized financial score (Fn) and normalized technical score (Tn) would be multiplied with weights assigned separately and then be added up to get the Total score for the bidder (Bt). The total score for the bidder (Bt) would be considered basis for selection.
- XI. The weight assigned for technical score is 0.85 and for financial score is 0.15.
- XII. The overall score for each bidder will be calculated using the formula below:

$$B_n = 0.85 \times T_n + 0.15 \times F_n$$

Where,

B_n = Overall score of the bidder in consideration

T_n = Normalized technical score of the bidder in consideration = $(T_b / T_{max}) * 100$

T_b = Technical Marks of the bidder in consideration

T_{max} = maximum marks obtained by any bidder

F_n = Normalized financial score of the bidder in consideration = $(F_{min} / F_b) * 100$

F_b is Evaluated Cost of bidder under consideration

F_{min} is Minimum evaluated cost of any bidder

- XIII. The bidder with highest total score shall be ranked first and would be considered for selection.
- XIV. The tendering authority/ selection committee, in observance of best practices, shall: -
- a) Maintain the bid evaluation process strictly confidential as per the details below.
 - b) Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
 - c) Strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.

5.4.2. Guiding Principle for Evaluation of Bids

- I. The tendering authority shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
- II. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications and proposed solution submitted by the bidder.

5.4.3. Determination of eligibility and responsiveness

- I. A bidder shall be considered to be eligible if it meets the eligibility criteria mentioned in the RFP.
- II. A responsive bid would be the one that meets the requirements of the bidding document without material deviation, reservation, or omission where: -
 - a) "Deviation" is a departure from the requirements specified in the bidding document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

- c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- III. A material deviation, reservation, or omission is one that,
- a) if accepted, would: -
- o affect in any substantial way the scope, quality, or performance of the Consultant and Related Services specified in the bidding document; or
 - o limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights or the bidder's obligations under the proposed Contract; or
- b) if rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.
- IV. The tendering authority shall examine the technical bid including the pre-qualification documents.
- V. Provided that a bid is substantially responsive, the tendering authority -
- a) may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- b) may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
- c) shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in pre-qualification and Evaluation Criteria of this bidding document.
- VI. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause 5.4.4, and shall be informed in writing about the date, time and place of opening of their financial bids.
- VII. The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be returned unopened and EMD refunded after completion of the bid process i.e. award of the contract to the successful bidder(s).

5.4.4. Conflict of Interest

- I. JVVNL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance

of JVVNL's procurement ethics, the bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, JVVNL will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified.

- II. It may be considered to be in a conflict of interest with one or more parties in the bidding process if
 - a) they have controlling shareholders in common; or
 - b) it receives or have received any direct or indirect subsidy from any of them; or
 - c) they have the same legal representative for purposes of the Bid; or
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process.

5.4.5. Disqualification

Tendering authority may at its sole discretion and at any time during the processing of bid, disqualify any bidder/ bid from the bid process if the bidder: -

- I. Has not submitted the bid in accordance with the bidding document.
- II. Does not meet the minimum eligibility criteria as mentioned in the bidding document.
- III. During validity of the bid or its extended period, if any, increases his quoted prices.
- IV. Has imposed conditions in his bid.
- V. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- VI. Has submitted the bid after due date and time.
- VII. Has offered lesser number of resources than that is required for a service category.
- VIII. Is found to have a record of poor performance such as abandoning work, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- IX. Has submitted bid which is not accompanied by required documentation and EMD.
- X. Has failed to provide clarifications related thereto, when sought.
- XI. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- XII. Who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.

5.4.6. Evaluation of Financial Bids

- I. The financial bids of bidders who qualify 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.
- II. The process of opening, marking and signing on the envelopes and offers of financial bids shall be similar to that of technical bids.

- III. The names of the firms, the rates given by them and conditions put, if any, shall be read out and recorded in tender opening register.
- IV. To evaluate a bid, the tendering authority shall consider the following: -
 - a) the bid price as quoted in accordance with bidding document.
 - b) price adjustment for correction of arithmetic errors in accordance with bidding document.
- V. The tendering authority's evaluation of a bid will exclude and not take into account -
 - a) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.
- VI. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.

5.4.7. Correction of Arithmetic Errors

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 (months, number of consultants, etc), 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 (i) and (ii) above.

5.4.8. Comparison of bids and determination of the best value bid

The tendering authority shall compare responsive bids of all eligible bidders to determine the best value bid, in accordance with the evaluation criteria given in this RFP.

5.4.9. Confidentiality

- I. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
- II. Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
- III. From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so only in writing.

5.4.10. Clarification of Bids

- I. To assist in the examination, evaluation, comparison and post qualification of the bids, the tendering authority may, at its discretion, ask any bidder for a clarification of his bid.

In response to clarification with regard to eligibility criteria, no new document shall be accepted. Hence, bidder should ensure that all necessary documents are submitted with the bid. The tendering authority's request for clarification and the response shall be in writing.

- II. Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the tendering authority shall not be considered.
- III. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids.

5.4.11. Negotiations

- I. As a general rule, negotiations after opening of bids would be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as when the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids.
- II. Negotiations shall not make original offer of the bidder ineffective.
- III. 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 tendering authority 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 tendering authority, the tendering authority may recommend for rejection of 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.

5.4.12. Tendering authority's Right to Accept/ Reject any or all of the Bids

The tendering authority reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the bidders.

5.5. Award of Contract

5.5.1. Acceptance of the Tender/ Bid and Notification of Award

- I. Prior to the expiration of the period of bid validity, the tendering authority shall notify the successful bidder, in writing, that its bid has been accepted.
- II. The tendering authority shall award the Contract to the bidder whose offer has been determined to be the best bid and is substantially responsive to the bidding document, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.
- III. The tender sanctioning goods after due consideration of bids, their conditions, financial implications, if any, shall take decision regarding acceptance or rejection of the bid.
- IV. Decision on bids shall be taken within original validity period of offers which shall be kept as per NIT. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.
- V. As soon as a bid is accepted by the tendering authority, its written intimation would be sent to the concerned bidder. If the issuance of formal Work Order is likely to take time, a

LoI may be sent in the meanwhile. In the same intimation the bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value and deposit the amount of prescribed performance security deposit within 15 days from the date of issue of acceptance.

- VI. The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder.
- VII. The acceptance of the bid shall also be placed on website of JVVNL for general information to all.
- VIII. The bidders whose bids could not be accepted shall also be informed and asked to collect their EMD soon after the agreement with the successful bidder is executed and his performance security deposit is obtained. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

5.5.2. Right to Vary Number of Resources

- I. At the time the Contract is awarded, the number of people originally specified in the bidding document may be increased or decreased, provided this change does not exceed the limits/ ceilings of minimum and maximum quantity as specified in S.No. II below.
- II. Unless otherwise specified in the bidding document, if the order is placed upto 25% in excess of the number of people required, the bidder shall be bound to meet the required number without any change in the rates quoted or other terms and conditions of the bid and the bidding document.
- III. Repeat orders may also be placed with the consent of the selected PMA(s) on the rates and conditions given in the bidding document provided that the repeat orders are up to 50% of the total number of people at the time of contract and the period is not more than one year from the date of engagement of the people and that the original order was given after inviting open tenders/ bids. The terms & conditions applicable on the new people thus engaged will remain the same as those for the people engaged earlier.
- IV. If the tendering authority does not engage of the selected person/s or engages less number of people than the quantity indicated in the tender, the bidder shall not be entitled to claim any compensation and corresponding rate of designated service category / person shall not be payable .

5.5.3. Signing of Contract

- I. Promptly after notification of award, the tendering authority shall send to the successful bidder the Contract Agreement and the "Special Conditions of Contract".
- II. Within fifteen (15) days of receipt of the Letter of Intent/ Work Order from the tendering authority, the successful bidder shall sign, date, and return the Contract Agreement to the tendering authority.

5.5.4. Performance Security Deposit (PSD)

- I. Within fifteen (15) days of the receipt of notification of award from the tendering authority, the successful Bidder shall furnish the Performance Security Deposit (PSD) in accordance with the provisions of class No 6.2.16 as mentioned in this bidding document.

- II. Failure of the successful bidder to submit the aforementioned PSD and execution of the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation/ termination) of the award and forfeiture of the EMD. In that event the tendering authority may award the Contract to the next best bidder whose offer is substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.

5.5.5. Forfeiture of Performance Security Deposit

Security amount in full or part may be forfeited in the following cases:

- When the terms and conditions of contract is breached / infringed
- If the Bidder fails to carry out the work satisfactorily
- When contract is being terminated due to non-performance by the Successful Bidder
- Notice of reasonable time will be given in case of forfeiture of performance security deposit. The decision of the Purchase Officer in this regard shall be final

5.5.6. Release of Performance Security Deposit

The security/ performance Security deposited at the time of signing of the contract will be returned back after six months as per clause 6.2.16(e) from successful completion of the contract/ project period. The PSD shall remain initially valid for a period of three year + 6 months grace period which will be extended further till execution period of contract if any.

5.5.7. Reservation of Rights

To take care of unexpected circumstances, JVVNL shall reserve the rights for the following: -

- I. Extend the closing date for submission of the bid proposals.
- II. Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.
- III. Seek information from or negotiate with one or more of the bidders on any issue at any time and to continue to negotiate with one or more of the bidders.
- IV. Discontinue negotiations at any time with any bidder.
- V. Allow a bidder to change its Technical proposal if the same opportunity is given to all bidders.
- VI. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bid has been invited or distribute items of stores to more than one bidder.
- VII. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
- VIII. Seek the advice of external consultants to assist JVVNL in the evaluation or review of proposals.
- IX. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
- X. Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.

5.5.8. Monitoring of Contract

- I. An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by tendering authority to monitor the progress of the contract during its execution.
- II. During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that the bidder has provided consultants in proportion to the total delivery period in which the consultants are to be provided. The CMC will also inspect the performance of the consultant(s) deployed by the selected bidder.
- III. If delay in providing the desired quality of people is observed a performance notice would be given to the selected bidder to speed up the deployment process.
- IV. Any Change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- V. No new business partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the tendering authority through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- VI. The selected PMA shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of tendering authority except the one with whom the Bidder has partnered for the purpose of execution of the project.

5.5.9. Re-invitation of Tenders/ Bids

- I. Re-invitation of bids would generally be avoided by the tendering authority.
- II. However, in case, higher prices than prevalent market rates have been received in the bidding process or considerable changes in qualification/requirements, terms and conditions are required to be made as a result of discussion in pre-bid conference or otherwise, re-invitation of bids shall be done.

6. Terms and Conditions of the Bid

Note: All the conditions mentioned in this Section shall be used during the evaluation of the bids and later, when the work is awarded to a firm.

6.1. Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the Bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means calendar day.
- e) "Deployment" means posting Bidder consultants in the premise of the purchaser for providing services as detailed in the Tender document as fulfil the contractual obligations as per the agreed contract.
- f) "Completion" means the fulfilment of the Related Services by the Bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Experts" means the domain experts/specialist proposed or made available for services as per the terms and conditions set forth in the Contract
- h) "Purchaser" means the entity purchasing the consultants, as specified in the bidding document.
- i) "Related Services" means the services incidental to the deployment of Bidder's consultants to carry out the obligations under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Bidder.
- k) "Bidder" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Bidder.

6.2. General Conditions of the Bid

6.2.1. Income Tax, Service Tax Registration and Clearance Certificate

Any Bidder who does not hold a valid PAN from Income Tax department and who is not registered under the Sales Tax and Service Tax Act prevalent in the State where his business is located is not eligible for the Contract. The Service Tax Registration Number has to be quoted in the Technical Proposal without which the bid is liable for rejection.

6.2.2. Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

6.2.3. Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Commercial Terms: The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by commercial terms. All the terms shall be governed by the rules prescribed in the current edition of commercial terms, published by the Indian Chamber of Commerce at the date of the Invitation for Bids or as specified in the bidding document.
- c) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- d) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- e) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- f) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- g) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

6.2.4. Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and the Purchaser, shall be written in English language only or as specified in the special conditions of the contract. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6.2.5. Joint Venture, Consortium or Association

Joint venture, consortium, or association are not allowed to bid in this Tender.

6.2.6. Notices

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of receipt.
- b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

6.2.7. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

6.2.8. Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the PMA should perform services as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of award shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion services as if such items were expressly mentioned in the Contract.

6.2.9. Bidder’s Responsibilities

- a) The Bidder shall provide the service and manpower in accordance with the provisions of bidding document and/ or contract;
- b) The bidder is expected to carry out the assignment with due diligence and in accordance with prevailing standards of the profession;
- c) Details of past experience in similar areas in power distribution sector in India shall be furnished by the bidder along with copies of client certificates/ completion certificates/ contracts handled/awarded by Govt. owned/Private Sector utilities/Electricity Boards etc. so as to assess the capability of consultants.;
- d) The Bidder shall deploy the requisite manpower and infrastructure within 30 days of placing the work order by JVVNL. Beyond thirty days, LD would be imposed as per the clause 6.2.18 below and may even terminate the contract as per clause 6.2.23.
- e) The responsibilities of the PMA deployed at the premise of the Purchaser, as described in Section 4.4, would also be considered as the responsibilities of the PMA. Hence it is the prerogative of the PMA to constantly monitor and mentor the conduct of its employees deployed as part of this engagement.

6.2.10. Responsibilities of the Man Power of PMA

- a) The deployed man power of the Bidder will maintain office decorum. They will be courteous, polite and cooperative.
- b) The deployed man power will adhere to the office timings of the Purchaser and follow all rules, regulations and policies as decided by the Discoms.
- c) The deployed man power consultants will be responsible for any damage to equipments, property and third party liabilities caused by their acts in the premise of the Discoms. They will use all equipment only for the purpose of carrying out their legitimate business of the Discoms and will not put to any other use. For any damages, the extent of damage as decided by the Discoms will be final.

- d) The PMA will need to possess multi-dimensional capability to adequately meet the requirement of the contract/ award;
- e) The PMA & its designated man power will need to be able to work efficiently with senior management and officers of Discoms;
- f) The PMA will bring proven knowledge and experience of handling project monitoring and efficiency improvement assignments.
- g) The PMA and its designated man power shall bring their own laptops and data card for carrying out their activities.

6.2.11. Purchaser's Responsibilities

- a) The Purchaser shall perform all its responsibilities in accordance with the general conditions of the contract.
- b) The Purchaser may conduct a thorough background verification and character verification of the consultant as per the policies of the Discoms.
- c) The Purchaser shall provide office space to the consultants for carrying out their activities as per the scope of work.

6.2.12. Period of the Contract

The Contract/ Project Period shall commence from the date of issue of work order/ award and up to 3 Years on terms and conditions of the Contract/ award, and which is extendable on the same terms & conditions for a period to be decided at that point of time. However, this Extension will be sole discretion of JVVNL.

6.2.13. Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the PMA for the services under the Contract shall not vary from the prices awarded to them.

6.2.14. Recoveries from PMA

- a) Recovery of liquidated damages and penalties shall be made from bills and/ or the first available opportunity.
- b) The Purchase Officer shall withhold amount to the extent of non-deployment of resources or non-performance of services until all the contractual service agreements are met satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with the Company.
- c) The balance, if any, shall be demanded from the Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

6.2.15. Taxes

- a) The income tax shall be deducted at source from the payment to the PMA as per the law in force at the time of execution of contract.
- b) If any tax exemptions, reductions, allowances or privileges may be available to the PMA in India, the Purchaser shall use its best efforts to enable the PMA to benefit from any such tax savings to the maximum allowable extent.

6.2.16. Performance Security Deposit (PSD)

- a) In case of successful Bidder, the Earnest Money will be adjusted in arriving at the amount of the Performance Security Deposit.
- b) The PMA shall, within fifteen (15) days of the notification of Work/ Contract award, provide a Performance Security deposit of 5% of the total contract value for the due performance of the Contract
- c) The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss resulting from the PMA failure to complete its obligations under the Contract.
- d) Form of Performance Security deposit: PSD in the form of cash will not be accepted. It may be deposited in the form of Bank Draft or Banker's Cheque. In case the amount of PSD exceeds Rupees fifteen Lacs the rest of amount against PSD may be deposited in the form of Bank Guarantee.
- e) Refund of Performance Security deposit: The Performance Security deposit shall be refunded after 6 months from the expiry of the contract period subject to successful completion of the assignment as mentioned in bidding document and after effecting recoveries, if any.
- f) Forfeiture of Performance Security deposit: Performance Security deposit shall be forfeited in the following cases: -
 - i. When any terms and condition of the contract is breached.
 - ii. When the Bidder fails to commence, fails to fulfill the services obligations after partially executing the work order.
 - iii. To adjust any dues against the firm from any other contract with JVVNL.
- g) No interest will be paid by JVVNL on the amount of earnest money and performance security deposit.
- h) Proper notice will be given to the Bidder with reasonable time before earnest money/ performance security deposit is forfeited.
- i) Forfeiture of earnest money / performance security deposit shall be without prejudice to any other right of JVVNL to claim any damages as admissible under the law as well as to take such action against the Bidder such as severing future business relation or black listing, etc.

6.2.17. Confidential Information

- a) The Purchaser and the Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Purchaser shall not use such documents, data, and other information received from the Bidder for any purposes unrelated to the Contract. Similarly, the Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the work and services required for the performance of the Contract.
- c) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - i. the Purchaser or Bidder need to share with the JVVNL or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;

- iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- d) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
 - e) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

6.2.18. Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the Bidder fails to deploy the requisite manpower and providing of requisite services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the conditions of the Contract Price for each week or part thereof of delay until actual deployment of the manpower and providing of requisite services, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for services in the bid document shall be deemed to be the essence of the contract and the successful Bidder shall arrange manpower for deployment within the specified period.
- c) The service provider shall request in writing to CMC giving reasons for extending the deployment period of manpower and providing requisite services if he finds himself unable to arrange requirement of award within the stipulated delivery period. This request shall be submitted as soon as a hindrance occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of deployment schedule after which such request shall not be entertained.
- d) The CMC shall examine the justification of causes of hindrance in the execution of award and the period of delay occurred due to that and recommends the competent authority on the period of extension which would be granted with or without liquidated damages.
- e) Normally, extension in deployment of manpower in following circumstances may be considered without liquidated damages:
 - When delay has occurred due to occurrence of some unfortunate event to any of the selected manpower
 - When delay has occurred due to resignation of the selected manpower or accident or demise etc.
- f) It shall be at the discretion of the concerned authority to accept or not to accept the selected PMA after the expiry of the stipulated deployment period, if no formal extension in completion period has been applied and granted. The competent authority shall have right to cancel the contract with on the basis of contractual obligations not met.
- g) In case of extension in the deployment of the manpower and services is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of quarterly amount payable to the service category which the PMA has failed to deploy : -

No	Condition	LD as % of amount of quarterly payment due
a.	Delay up to 1 week of deployment of the team size as per WO	2.5 %
b.	Delay exceeding one 1 week but not exceeding 2 weeks	5.0 %
c.	Delay exceeding 2 week not exceeding 3 weeks	7.5 %
d.	Delay exceeding 3 weeks but not exceeding 4 weeks	10.0 %

Note: Fraction of a day in reckoning period of delay shall be eliminated if it is less than half a day.

- (i) The maximum amount of agreed liquidated damages shall be 10% of the quarterly amount of payment.
- (ii) If the Bidder requires an extension of time in completion of contractual obligation on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (iii) Deployment period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the Bidder.

6.2.19. Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the Bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to any obligation of the Bidder to indemnify the Purchaser with respect to patent infringement.

6.2.20. Change in Laws & Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Deployment Date and/ or the Contract Price, then such Deployment Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the PMA has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with clause "Contract Price".

6.2.21. Force Majeure

- a) The PMA shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, or termination for default if and to the extent that it is delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or

lack of care on the part of the PMA. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- c) If a Force Majeure situation arises, the contractor shall promptly notify the department in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by JVVNL, the contractor shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the JVVNL, the JVVNL may take the case with the contractor on similar lines.

6.2.22. Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected PMA through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract if this becomes necessary.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery of Consultants and the Contract shall accordingly be amended. Any claims by the selected PMA for adjustment under this clause must be asserted within thirty (30) days from the date of the selected PMA receipt of the Purchaser's change order.
- c) Prices to be charged by the selected PMA for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected PMA for similar services.

6.2.23. Termination

6.2.23.1. Termination for Default

- i. The tender sanctioning authority of JVVNL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part: -
 - a. If the contractor has provided or replaced resources inferior to that which were selected at the time of bidding even after being provided sufficient time to fulfill its obligations.
 - b. If the contractor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the contractor, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the contractor commits breach of any condition of the contract.
- ii. If JVVNL terminates the contract in whole or in part then amount of performance security deposit (PSD) and due payments, if any, will be forfeited.

- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

6.2.23.2. Termination for Insolvency

JVVNL may at any time terminate the Contract by giving Notice to the PMA if the PMA becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to JVVNL.

6.2.23.3. Termination for Convenience

- i. JVVNL, by Notice sent to the PMA, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the PMA may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

6.2.24. Settlement of Disputes

- a) General: If any dispute arises between the PMA and JVVNL during the execution of a contract that would be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the contractor on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The contractor will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the contractor.
- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions and same shall be submitted for the decision of tender sanctioning Procurement Committee agreed by the decision of above procurement committee, it shall be referred to the empowered standing committee for decision. The standing committee shall consist of following members, provided that there shall be at least one Director (Finance) : -
 - Chairman of Board of Directors of JVVNL : Chairman
 - Managing Director/Whole time Director, JVVNL : Member
 - Managing Director/Whole Time Director, AVVNL : Member
 - Managing Director/Whole Time Director, JdVVNL : Member
 - A Legal Expert to be nominated by the Chairman : Member
- c) Procedure for reference to the Standing Committee: The PMA shall present his representation to the Managing Director, JVVNL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lac, within three months from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the contractor shall prepare a reply of representation and shall represent the JVVNL's stand

before the standing committee. From the side of the contractor, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the contractor and JVVNL. The standing committee, if it so decides, may refer the matter to the Board of Directors of JVVNL for further decision.

- d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction at Jaipur, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

6.3. Terms of Payment

- a) The PMA shall raise quarterly invoice for services rendered to the Discoms' Nodal Officer. The PMA request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the related PMA services performed, and by the documents submitted pursuant to conditions of the contract and upon fulfillment of all the obligations stipulated in the awarded Contract. The PMA shall furnish a copy of the monthly progress report along with the invoice.
- b) Payments shall be made promptly by the Purchaser as per the quoted rates and after submission of an invoice (in triplicate) for payment by the Bidder, and the Purchaser has accepted it. However, any delay in payment will not entitle the contractor for any compensation or form ground for extension in delivery period without liquidated damages.
- c) All services rendered by the PMA will be verified, validated and approved by the appropriate Nodal Officer of Discoms or nominated officer before payments are released to the service provider as per the terms and conditions of the RFP.
- d) The currency or currencies in which payments shall be made to the PMA under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the selected bidder.
- f) In case of disputes, 20 % of the amount shall be withheld and will be paid only after settlement of the dispute.
- g) Payment schedule for the bid will be on **quarterly basis** after the computation and deduction of all applicable penalties for that quarter.
- h) All expenses with respect to travelling and lodging of the man power deployed for official purpose outside of their base location of Jaipur, Ajmer or Jodhpur as the case may be, to carry out any activity shall be reimbursable by the Purchaser at per entitlement of Class I employee for project management in-charge and class II employee for other service category of JVVNL. The consultants shall have to furnish the proof of the expense along with the quarterly invoice submitted by the firm.

6.4. Special Conditions of the Bid

6.4.1. Eligible Consultants and Related Services

- a) For purposes of this clause, the term "experts" means the domain experts/specialist proposed or made available for services consequent of the bidding process and as per the terms and conditions of the Contract; and "related services" includes those services which have been detailed in the Tender document issued by the Purchaser.

- b) The man power consultants proposed by the Bidder must fulfill all qualification and experience requirements as provided in the Tender Document by the Purchaser. Any deviation from the printed qualification and experience would be clearly mentioned in the offer document by the Bidder.
- c) Bidder must propose consultants in accordance with above clause “Eligible Consultants and Related Services”.

6.4.2. Resource Replacement

- a) Replacement of CVs during the Bidding Process
 - i. Replacement of resources shall be allowed. But all such replacement will have to be notified at least 2 days before the Technical Selection or Interview Process by the Selection Committee as mentioned in clause 5.4.1.
 - ii. Replacement won't be allowed once the interview process has started.
 - iii. Any replacement of resources during the interview process will amount to disqualification of the bid. Exception shall be given only in case the resource has separated from the company by serving a resignation.

- b) Replacement after issue of WO

In case a selected PMA brings to the notice of JVVNL that it won't be able to provide a selected resource after receiving the WO and desires to replace the selected resource with a new resource, the following rules will apply:

- i. The new resource (replacing resource) will be accepted by the purchaser only if he fulfills the minimum eligibility criteria as per RFP and scores at least the same marks as the resource being replaced.
- ii. Replacement by a resource securing fewer marks than the resource being replaced shall be at the discretion of JVVNL. In case such replacement is allowed, the service provider (selected bidder) shall be paid an amount in the same proportion to the amount paid for the replaced resource as the proportion that the technical marks of the replacing resource bear to that of the replaced resource.

Example:

Let us say that the replaced resource had scored 8 marks out of 10 in the technical evaluation and an amount of **X** was quoted by the service provider in its financial bid for the resource. But the new resource (the replacing resource) scores only 7 marks and Purchaser had exhausted all options as narrated in clause 6.4.2 (d). Then the service provider will be paid 7/8 times for the replacing resource i.e. **7/8 * X**

- o The new resource with lesser score will be accepted as a replacement only for **3 months**. In case if the selected bidder is not able to find a suitable resource that is at par or better than the original resource (at the time of bidding), then the contract may be terminated as per clause 6.2.23.
 - o If the selected bidder provides a resource at par the original resource (at the time of bidding) before expiry of 3 months of replacement with a resource scoring less than the original resource (at the time of bidding), then the payment terms applicable for the original resource will be used (clause 6.3).
- c) Replacement after deployment

The replacement of resources by PMA after deployment will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer. In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit. In case of all such replacements, the terms and conditions mentioned in clause 6.4.2 (b) will apply.

- d) The new resource (replacing resource) will be accepted by the purchaser only if he fulfills the minimum eligibility criteria as per RFP and scores at least the same marks as the resource being replaced. In case of replacements, the terms and conditions mentioned in clause 6.4.2 (b) will apply.
- e) The outgoing resource would complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (JVVNL).

6.4.3. Penalty

- a) The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource:
 - 1. Within 1 Year- Rs. 1,00,000 (Rupees One Lac)
 - 2. After 1 year- Rs. 25,000 (Rupees Twenty Five Thousand)

- b) Penalty for absence

In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing the rate of the resource by the number of working days in that quarter). In addition, a penalty of Rs. 2000/- per working day per resource will be levied for such absence.

- 1. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.
- 2. Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to liquidated damages as described in Section 6.2.16.

6.4.4. Other important terms & conditions

- a) All resources deployed by the PMA will compulsorily mark their entry and exit as per the directions/policy of JVVNL.
- b) The Resources would be stationed in Jaipur for the entire project period. The Resource has to follow the working hours, working days and Holidays of Government of Rajasthan. However resource has to be available on a holiday if so is required by purchaser. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.
- c) Resource shall have to seek prior approval of purchaser before leaving headquarter, even if it is on a holiday.

Annexure I

TECHNICAL PROPOSAL – STANDARD FORMS

Annexure I-A: Technical Proposal submission form.

Annexure I- B: Firm's references.

Annexure I- C: Team composition and task assignments.

Annexure I- D: Format of Curriculum Vitae of proposed key professional staff.

Annexure I-A: TECHNICAL PROPOSAL SUBMISSION FORM

(on company's letterhead)

[Location, Date]

FROM: (Name of Firm)

TO:

The SE (Comml.),
Jaipur VidyutV itrان Nigam Limited,
Room No.229, Vidyut Bhawan, Jyoti Nagar,
Janpath, Jaipur-302005 (INDIA)

Reference: NIT No. : _____ Dated: _____

Subject: Appointing "Project Management Agency (PMA)" for implementation of DDUGJY/IPDS/other efficiency improvement programmes for Distribution Companies in Rajasthan"- Financial Proposal

.Dear Sir/ Madam,

We, the undersigned, offer to provide the Project Management Agency services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure I- B: FIRM'S REFERENCES

Relevant Services Carried Out With Reference To Scope of Work That Best Illustrate Qualification

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

- I. **Experience in assisting distribution utilities in India for similar works, as provided in Section 5.4.1 of the evaluation criteria.**

Sl. No.	Name of Assignment and Brief description of services	Name and Address of Client	Duration of work in months (Start date- End date)	Project Cost	Value of completed work
1					
2					
-					
-					
-					

- II. **The Bidder having experience of having worked in Rajasthan power sector continuously for a period of at least 1 year during the last 5 years**

Sl. No.	Name of Assignment and Brief description of services	Duration of work in months (Start date- End date)	Duration of work
1			
-			
-			

Signature: _____
 (Authorized Representative)
 Full Name: _____
 Title: _____
 Name of Firm _____
 Address: _____

Annexure I-C: TEAM COMPOSITION AND TASK ASSIGNMENTS

List of Proposed Professionals

Sl. No.	Name	Proposed role	Qualification	Experience	Reference page no of complete details in document
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Signature: _____

(Authorized Representative)

Full Name: _____

Title: _____

Name of Firm _____

Address: _____

Annexure I-D: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____

Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____

***[Signature of staff member and authorized representative of the Firm]
Day/Month/Year***

Full name of staff member: _____

Signature: _____
(Authorized Representative)

Full Name: _____

Title: _____

Name of Firm _____

Address: _____

Annexure II

ELIGIBILITY CRITERIA REFERENCES

(To be enclosed with the technical bid)

Sr. No	Qualification Requirements	Details of qualifying parameters	Reference (page no)
1	The Bidder must be a company registered under the Companies Act, 1956 or a partnership firm registered under Partnership Act or a Proprietorship	Self-attested copy of the Certificate of Incorporation, Registration Certificate and Certificate of Commencement of Business	
2	The bidder should be registered with the Service Tax department	Service Tax registration certificate Income Tax registration Certificate/ Pan Card	
3	The Bidder would deposit tender fee, processing fee and Earnest money along with the Technical bid.	<p>Tender fee details Banker's Cheque / DD No: Bank & Branch: Date:</p> <p>Processing fee details Banker's Cheque / DD No: Bank & Branch: Date:</p> <p>EMD Details Banker's Cheque / DD No: Bank & Branch: Date:</p>	
4	The Bidder must have done similar work for at least three (3) distribution utilities in 3 different states in India during last 5 years (from 1.1.2010 to 31.12.2014) each valued at least Rs. 50 lakhs.	<p>Name of Utility 1 Project details Duration of project execution Certificate from the Utility</p> <p>Name of Utility 2 Project details Duration of project execution Certificate from the Utility</p> <p>Name of Utility 3 Project details Duration of project execution Certificate from the Utility</p>	

Sr. No	Qualification Requirements	Details of qualifying parameters	Reference (page no)
5	The Bidder should have a minimum annual turnover of INR Rs. 50 crores and positive net worth during the last (3) three financial years	Annual Turnover: FY 2011-12 in Lacs Rs FY 2012-13 in Lacs Rs FY 2013-14 in Lacs Rs Net worth: FY 2011-12 in Lacs Rs FY 2012-13 in Lacs Rs FY 2013-14 in Lacs Rs	
6	The bidder must submit a letter of authorization from the Company authorizing a person to sign the documents on behalf of the company, submit technical, commercial information and attend meetings on behalf of the company.	Letter of authorization on Company's letter head.	
7	The bidder must not have been blacklisted by the Central or any State Government or any of their institutions.	The bidder should provide an undertaking (self-certificate) that the bidder hasn't been blacklisted by the Government or any of their institutions.	
8	The company should have at least 100 full time Management Consultants/Project Managers (Having minimum qualification as BE/ BTech/ MCA/MBA or equivalent) on the rolls of the company.	List of such employees from authorized signatory should be enclosed	

* If any information is not provided than it will be treated as nil.

Signature: _____
(Authorized Representative)
Full Name: _____
Title: _____
Name of Firm _____
Address: _____

Annexure III

BIDDER'S AUTHORIZATION CERTIFICATE

(To be enclosed with the technical bid)

To,

THE SE (Comml.),

Jaipur Vidyut Vitran Nigam Limited,

Room No.229, Vidyut Bhawan, Jyoti Nagar,

Janpath, Jaipur-302005(INDIA)

<Bidder's Employee Name> _____,
<Designation> _____ is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Bid of reference <Bidder Name, Dept & Date> _____. He is also authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Annexure IV

SELF DECLARATION – NO BLACK LISTING

(To be enclosed with the technical bid)

To,

THE SE(Comml.),

Jaipur Vidyut Vitran Nigam Limited,

Room No.229, Vidyut Bhawan, Jyoti Nagar,

Janpath, Jaipur-302005(INDIA)

In response to the Tender Ref. No. _____ dated _____ for Providing qualified and competent consultants to set-up a Composite Team for establishment of Appointing "Project Management Agency (PMA)" for implementation of DDUGJY/IPDS/other efficiency improvement programmes for Distribution Companies in Rajasthan for a period of 3 years as an owner/ partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Annexure V

FINANCIAL PROPOSAL – STANDARD FORMS

Annexure V-A: Financial Proposal submission form.

Annexure V-B: Financial Bid Format

Annexure V-A: FINANCIAL PROPOSAL SUBMISSION LETTER

(on company's letterhead)

[Location, Date]

FROM: (Name of Firm)

TO:

The SE (Comml.),
 Jaipur Vidyut Vitran Nigam Limited,
 Room No.229, Vidyut Bhawan, Jyoti Nagar,
 Janpath, Jaipur-302005 (INDIA)

Reference: NIT No. : _____ Dated: _____

Subject: Appointing "Project Management Agency (PMA)" for implementation of DDUGJY/IPDS/other efficiency improvement programmes for Distribution Companies in Rajasthan"- Financial Proposal.

Sir/ Madam:

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the requirements. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are exclusive of all type of govt. taxes/duties including service tax which shall be paid extra, as per rates applicable and need not be included in the rate above.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bid document.

I / We agree to abide by this bid for a period of 180 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We agree to all the terms & conditions as mentioned in the bid document and submit that we have not submitted any deviations in this regard.

We understand that you are not bound to accept the lowest or any bid you may receive.

We remain,

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of the Firm: _____

Address: _____

Annexure V-B: FINANCIAL BID FORMAT

FINANCIAL BID FORMAT

Sl. No.	Position/ Service Category	No of Quarters	Quarterly Rate excluding service tax	Total cost for 3 years
1	Project Management consultant (1 Person)	12		
2	MIS Consultants (3 Person)	36		
3	Loss Reduction Monitoring Consultant (1 Person)	12		
4	Revenue Monitoring Consultant (1 Person)	12		
5	Cost Optimisation Consultant (1 Person)	12		
	Total			

Note: Service tax is payable extra, as per rates applicable and need not be included in the rate above.

Annexure VI

PRE-BID QUERIES FORMAT

Name of the Company/Firm: _____

Tender Fee Receipt No. _____ Dated _____ for Rs. _____ /-

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Clause/Section No.	Clause Details	Query/ Suggestion/ Clarification

Note: - Queries must be strictly submitted only in the prescribed format(.DOC or .PDF) through email or printed form. Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority.

Annexure VII

DRAFT AGREEMENT FORMAT

An agreement made this _____ (enter date of Agreement) between _____ (enter your firm's name & address) (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the <TENDERING AUTHORITY> which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the successful bidder has agreed with the <tendering authority> to provide qualified and competent consultants for 3 years to the <tendering authority name and address> at its premises, all those articles set forth in Our Work Order No. _____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the successful bidder has deposited a sum of Rs. _____ in the form of Bank Draft No./ Banker Cheque/ Bank Guarantee No. _____ dated _____ valid upto _____.

Now these Presents witness:

- 1) In consideration of the payment to be made by the <tendering authority> through cheque/ DD at the rates set forth in the Work Order hereto appended the successful bidder will duly provide the said consultants as set forth in Our Work Order No. _____ dated ___/___/20___ thereof in the manner set forth in the NIT, Tender, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- 2) The NIT, Tender, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No. _____ dated ___/___/20___ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) Letter Nos. _____ dated _____ received from <bidder name> and letter Nos. _____ Dated _____ issued by the <tendering authority> and appended to this agreement shall also form part of this agreement.
- 4) The <tendering authority> do hereby agree that if the successful bidder shall duly provide the said consultants in the manner aforesaid to JVVNL in the said terms and conditions, the <tendering authority> will through cheque/ DD pay or cause to be paid to the approved service provider at the time and the manner set forth in the said conditions, the amount payable for each and every professional.
- 5) The deployment shall be affected and completed within the period as specified in the Work Order.
- 6) In case of extension in the deployment period with liquidated damages, the recovery shall be made on the basis of percentages of value of the service category (as mentioned in the bidding

document) which the bidder has failed to deploy.

- 7) All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the <tendering authority> and the decision of the <tendering authority> shall be final.

In witness whereof the parties hereto have set their hands on the _____ day of _____ (Year) .

Signature of the Approved
supplier/ bidder

Signature for and on behalf of
<tendering authority>

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.1

Witness No.2

Witness No.2

Annexure VIII

PERFORMANCE SECURITY BANK GURANTEEE

To,

_____,
 _____,
 _____,

1. Against contract vide advance acceptance of the Tender covering “Tender/ NIT Reference No. _____ dated _____ and Project Titled _____” (hereinafter called the said 'contract') entered into between {Department name} (hereinafter called the Purchaser) and _____ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs. _____ (Rupees in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/ or in the performance thereof.
2. We agree that the decision of the Purchaser, whether breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding upon us and the amount of the said loss or damage shall be unconditionally paid by us forthwith on demand and without demur to the Purchaser.
3. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

4. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
5. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
6. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
7. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

WITNESS NO. 1

Authorised Bank Representative

(Signature)

(Signature)

Full name and official

Full name, designation and

Address (in legible letters)

Address (in legible letters)

with Bank stamp

WITNESS NO. 2

Attorney as per power of

(Signature)

Attorney No.....

Full name and official

Dated.....

Address (in legible letters)

Annexure IX

LIST of 'A' INSTITUTES OF MANAGEMENT AND ENGINEERING

Management Institutes

S.No.	Name of the institute	City
1.	Indian Institute of Management Ahmedabad (IIMA)	Ahmedabad
2.	Indian Institute of Management Bangalore (IIMB)	Bangalore
3.	Indian Institute of Management Calcutta (IIMC)	Kolkata
4.	Indian School of Business (ISB)	Hyderabad
5.	XLRI Jamshedpur	Jamshedpur
6.	Indian Institute of Management Lucknow (IIML)	Lucknow
7.	Management Development Institute (MDI)	Gurgaon
8.	S.P. Jain Institute of Management & Research (SPJIMR)	Mumbai
9.	Faculty of Management Studies (FMS)	New Delhi
10.	Indian Institute of Foreign Trade (IIFT)	New Delhi
11.	Indian Institute of Management Indore (IIMI)	Indore
12.	Indian Institute of Management Kozhikode (IIMK)	Kozhikode
13.	NarseeMonjee Institute of Management Studies (NMIMS)	Mumbai
14.	Department of Business Economics, Delhi University	New Delhi

Engineering Institutes

S.No.	Name of the institute	City
1.	IIT Kanpur	Kanpur
2.	IIT Kharagpur	Kharagpur
3.	IIT Bombay	Mumbai
4.	IIT Madras	Chennai
5.	IIT Delhi	Delhi
6.	BITS Pilani	Pilani
7.	IIT Roorkee	Roorkee
8.	IT-BHU	Varanasi
9.	IIT Guwahati	Guwahati
10.	National Institute of Technology	State Level
11.	Delhi College of Engineering	New Delhi