

SECTION –I INSTRUCTION TO BIDDER

1. GENERAL INSTRUCTIONS

- 1.1 The Jaipur Vidyut Vitran Nigam Ltd or any authority designated hereinafter called 'OWNER' will receive bids in respect of services as set forth in the accompanying specification.
- 1.2 All bids shall be prepared and submitted in accordance with these instructions.
- 1.3 The Bidder, in his own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in General Conditions of Contract and Technical specification before filling the Bid proposal form.
- 1.4 If the bidder has any doubt as to the meaning of this specification or any portion thereof, he shall before submitting the Bid, may refer the same to the Superintending Engineer(Commercial), Jaipur Vidyut Vitran Nigam Limited, Jaipur in writing well in time before the specified date of opening of Bids so that such doubts may be clarified.
- 1.5 Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/ commented by him in his Bid.
- 1.6 Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the bidders.
- 1.7 The works referred herein shall cover the entire scope of the proposal which include commissioning and erection of equipment including the successful completion of performance and guarantee tests which the owner desires to get executed.

2. INTRODUCTION

Jaipur Vidyut Vitran Nigam Limited (JVVNL/Jaipur DISCOM) is engaged in distribution and supply of electricity in 12 districts of Rajasthan, namely Jaipur, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, Sawai Madhopur, Tonk, and Karauli.

3. FIELD CONDITIONS

- 3.1 The bidder may in its own interest, before submitting the bid, inspect and examine the area involved and satisfy it regarding the existing system.
- 3.2 For ascertaining the existing Consumer Metering condition the Agency may contact the Superintendent Engineer (Comm./IT/O&M/M&P) of Jaipur DISCOM.
- 3.3 No claim for change in the bid or terms & conditions of the contract shall be entertained on the ground that the conditions are different than what were contemplated.

4. SUCCESSFUL IMPLEMENTATION AND GOOD PERFORMANCE

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

5. PREPARATION OF BIDDING DOCUMENT

5.1 EARNEST MONEY DEPOSIT (EMD):

- 5.1.1 The tenderer shall furnish Earnest Money of Rs. 12 Lakhs (Rupees twelve Lacs only), 20% in the form of Banker Cheque / DD in the name of Accounts Officer (Cash), JVVNL Ltd., Jaipur and 80% in the form of Bank Guarantee shall be payable as per prescribed format.
- 5.1.2 The tenderers shall deposit the EMD in above said format to the Accounts Officer (Cash), JVVNL, Jaipur up to stipulated date & time, and obtain a receipt, thereof Accounts Officer (Cash) will be the custodian of the EMD.
- 5.1.3 Any tender not accompanied by a copy of the receipt for depositing earnest money (EMD) shall be rejected and the tender will not be opened.
- 5.1.4 In case of unsuccessful tenderers, the Earnest money will be refundable on production of the original receipt within a fortnight period after finalization of the tender. In case of successful tenderers the Earnest Money will be taken into account in arriving at the amount of the Security Deposit if vendor desire to furnish cash security deposit, however the security deposit if furnished, through bank guarantee the EMD will be released after acceptance of Security Bank Guarantee.
- 5.1.5 Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the Nigam in connection with some other bids/orders shall not be entertained.
- 5.1.6 No interest shall be payable on such deposits.
- 5.1.7 The JVVNL reserves the right to forfeit Earnest Money deposit or a part thereof in circumstance, which according to him indicate that the bidder is not earnest in accepting/executing any order placed under the specification.

5.2 TENDER SPECIFICATION COST & TENDER PROCESSING FEE

The bidders are permitted to download the bid document from websites <https://www.eproc.rajasthan.gov.in>, www.jaipurdiscom.com but must pay the cost of tender/bidding document Rs. 5,000/- (Rs. Five thousand only) [non-refundable] in Bank Draft payable to Accounts Officer (Cash), JVVNL, Jaipur and e-tender processing fee amounting to Rs. 1000/- (Rs. One thousand only) by DD in favour of M.D, RISL payable at Jaipur up to stipulated date & time in the office of Accounts Officer (Cash), Jaipur and obtain acknowledgement thereof. The processing fee will be sent to RISL by AO (Cash).

6 CLARIFICATIONS AND AMENDMENTS & DEVIATION FROM BIDDING DOCUMENT

6.1 CLARIFICATIONS TO THE BID DOCUMENT

- 6.1.1 If the prospective bidder has any doubts as to the meaning of any portion of the bidding document, then he is allowed to refer the same to the tendering authority and get clarifications. He may do so by contacting the tendering authority in writing at the tendering authority's address indicated in the NIT.
- 6.1.2 The Tendering authority shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it and shall also place it on the website of JVVNL, including a description of the inquiry but without identifying its source.
- 6.1.3 Should the Tendering authority deem it necessary to amend the Bidding Document as a result of a clarification or otherwise, it shall do so by issuing a revised bidding document and/ or Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in order to give reasonable time to the prospective Bidders to take into account the amendment.

6.2 AMENDMENT OF BIDDING DOCUMENT

- 6.2.1 At any time prior to the deadline for submission of the Bids, the tendering authority may amend the

Bidding document by issuing Corrigendum/Addendum.

- 6.2.2 Any Corrigendum/Addendum issued shall be a part of the Bidding document and shall be communicated through web portal in writing to all, who have purchased the Bidding document.
- 6.2.3 To give prospective Bidders reasonable time in which to take a Corrigendum/Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.
- 6.2.4 Any change in date of submission and opening of bids would be published on the websites mentioned in the NIT.

6.3 DEVIATION FROM BID DOCUMENTS

The bid offer must include a separate statement indicating all deviations from the bid documents as per format enclosed at **Annexure-12**. All such deviations shall be clearly mentioned in **Schedule of Deviation**. JVVNL reserves the right to accept the deviation with financial implication or reject out rightly. Unless the deviations from the bid documents are specifically mentioned, it will be understood and agreed that the proposal is based on strict conformity to JVVNL's specifications in all respect and it will be assumed that all terms & conditions are acceptable to the Bidder.

7 SUBMISSION AND OPENING OF BIDS

7.1 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.

7.2 LANGUAGE OF BIDS

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

7.3 BIDS ARE TO BE SUBMITTED IN TWO PARTS

Part- A: will contain (i) Tender Cost (ii) Tender processing fee (iii) EMD (iv) Supporting documents to ascertain the eligibility / qualification as per the PQR requirements of the tender (v) Technical offer comprising details & design of the proposed system(s) to meet out the work requirement together with its capabilities.

Part- B: will contain the financial offer for carrying out the scope of work defined for this project.

7.4 SUBMISSION OF PROPOSALS

- 7.4.1 Bidder shall submit their bid in electronic format, digitally signed and stamped on each page by a responsible and authorized person. Bidder shall procure Digital Signature Certificate (DSC) as per IT act - 2000.
- 7.4.2 **Physical submission of bids is not allowed.** But the bidder is required to submit original technical physical bid in hardcopy as well to the Superintending Engineer (Commercial), Jaipur Vidyut Vitran

Nigam Ltd, Vidyut Bhawan, Janpath, Jaipur before opening of price bid.

7.5 FILLING OF BIDS

- 7.5.1 Tenders shall be submitted online in the electronic format attached here to and all blanks in the tender and the schedule to the specification shall be duly filled in. The completed forms, schedule(s) shall be considered as part of the contract documents in the case of successful tenderer(s).
- 7.5.2 No alteration should be made to the format of the tender specification and schedules. The tenderer must comply entirely with specification.
- 7.5.3 The tender and all accompanying documents shall be in Hindi/English Language and shall be signed digitally by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the tender.
- 7.5.4 Tender must be submitted online after signing digitally.
- 7.5.5 All additions, alterations and over-writing in the bid must be clearly signed by the signatory of the bidder otherwise bid will be summarily rejected.
- 7.5.6 The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any room for doubt.
- 7.5.7 The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- 7.5.8 All bids and accompanying documents shall be addressed to the Jaipur Vidyut Vitran Nigam Limited.
- 7.5.9 The tenders/quotations given in the form other than prescribed form will not be considered.
- 7.5.10 Only one representative, on submission of valid authorization of the signatory of the bid, will be allowed to be present during the opening of the bid.
- 7.5.11 The bidder shall clearly indicate the deviation such as Technical Deviation & Commercial Deviation in the prescribed format only. The deviation indicated elsewhere in the bid shall not be accepted.
- 7.5.12 The tender offer shall be submitted in time specified on <https://www.eproc.rajasthan.gov.in> in electronic format in the following manner:
- 7.5.12.1 **COVER – I** Fee(to be filed in pdf format)
- Proof of depositing EMD in cash & furnishing BG in the prescribed form as defined hereunder at Clause “Earnest Money Deposit (EMD)” i.e the receipt issued by the Accounts Officer (Cash), Jaipur on account of depositing .
 - Proof of submitting RISL Processing Fee i.e the acknowledgement issued by the Accounts Officer (Cash), Jaipur on account of depositing the processing fee of RISL through DD in favour of M.D, RISL payable at Jaipur.
 - Proof of submitting Tender document cost i.e the acknowledgement issued by the Accounts Officer (Cash), Jaipur on account of depositing tender document cost of through DD in favour of Accounts Officer (Cash), Jaipur DISCOM payable at Jaipur.

7.5.12.2 **COVER – II** Techno- Commercial Bid (to be filed in pdf format)

In this part of bid, tenderer will have to furnish Technical Compliance For Executing this Project as per Annexure 9 (Part-A) and confirmation of commercial terms and conditions of GCC (General

Conditions of Contract) and its addendum/corrigendum, if any, along with details required in various/schedules "EXCEPT THE PRICE SCHEDULE" so that the purchaser will be able to examine whether the offer submitted is technically acceptable and also confirm to our commercial terms and conditions or not.

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

The price bid is submitted in excel file of BoQ. The price bid will be opened only after being satisfied with Technical and Commercial Bid as per qualifying requirement stipulated in the Specification and bid of such qualified bidders will only be opened. The date of opening of such price Bids will be intimated in due course of time.

7.6 DOCUMENTS COMPRISING THE BID

- 7.6.1 The tender shall be accompanied with the schedules, documents mentioned in the specification.
- 7.6.2 The tender which is not accompanied by any or all mentioned schedules, documents or is accompanied by incomplete Schedules/ schedules is liable for rejection.
- 7.6.3 The purchaser may advise any bidder to furnish the documents in original or copy duly attested by Notary as the case may be for verification, in physical form on short notice of seven days.
- 7.6.4 Techno- Commercial Bid as detailed below:
 - 7.6.4.1 The bidder needs to furnish full details about organization's competence, financial strength, details of experience in accordance with the QR specified in this document. The bidder must submit its proposal along with the following documents.
 - 7.6.4.2 Proof of depositing EMD in the prescribed form as defined hereunder at Clause "Earnest Money Deposit (EMD)" i.e the receipt issued by the Accounts Officer (Cash), Jaipur DISCOM, Jaipur on account of depositing EMD in favour of Accounts Officer (Cash), Jaipur DISCOM, Jaipur.
 - 7.6.4.3 Proof of submitting tender processing fee i.e the acknowledgement issued by the Accounts Officer (Cash), Jaipur DISCOM, Jaipur on account of depositing the processing fee of RISL through DD in favour of M.D, RISL payable at Jaipur.
 - 7.6.4.4 Proof of submitting Tender document cost i.e the acknowledgement issued by the Accounts Officer (Cash), Jaipur DISCOM, Jaipur on account of depositing tender document cost through DD in favour of Accounts Officer (Cash) payable at Jaipur.
 - 7.6.4.5 Cover letter on company's letter head.
 - 7.6.4.6 All Annexure.
 - 7.6.4.7 All Schedules.
 - 7.6.4.8 Power of Attorney/Board Resolution in favor of signatory of the bid.
 - 7.6.4.9 Original consortium agreement between the bidder and his collaborators or associates, if any;
 - 7.6.4.10 Supporting documents to ascertain the eligibility/ qualification as per the Qualification Requirements (QR) of the tender as per details at Section III Part -I.
 - 7.6.4.11 Other details as called for in the tender specification document or which the bidder may like to highlight.
 - 7.6.4.12 Check lists as given in this document.
 - 7.6.4.13 Techno-commercial proposal shall be furnish by the bidder comprising details & design of the proposed system(s) to meet out the work requirement, together with its capabilities along with commercial terms and conditions.

- 7.6.4.14 In this part the bidder will submit full relevant documents substantiating the details provided in the annexure and schedules.
- 7.6.4.15 The bidder will substantiate details of the company in the form of Certificate of Incorporation, MoU, registration certificate or any other relevant document as the case may be.
- 7.6.4.16 Controlling offices that would be established to undertake the proposed work.
- 7.6.4.17 Project organization structure.
- 7.6.4.18 Names of the key resources that would be deployed along with their proposed position.
- 7.6.4.19 CVs of the key proposed resources as mentioned in point (xviii).
- 7.6.4.20 Audited balance sheet and P&L statement required to ascertain the qualification of turn over.
- 7.6.4.21 Copies of work order and performance report for the projects undertaken/ in hand.
- 7.6.4.22 Approach and methodology to execute the project.
- 7.6.4.23 Details of guaranteed and other reports.
- 7.6.4.24 Project implementation plan (in form of a Gantt chart).
- 7.6.4.25 Details of the system proposed; a write up on the system that would be installed / developed to meet the requirements as specified in scope of work.
- 7.6.4.26 Details of equipments, data sheets/ compliances sheets/ and hardware that would be deployed along with bill of material indicating the number and make and technical specifications.
- 7.6.4.27 Details of connectivity for the proposed network.
- 7.6.4.28 Schematic network diagram showing (sample) locations and components.
- 7.6.4.29 Schematic flow of information.
- 7.6.4.30 Schematic LAN and connectivity diagram.
- 7.6.4.31 Details of hardware for creation secured IT infrastructure.
- 7.6.5 **COVER – III for Financial/Price Bid/BOQ:** The financial proposal in excel file of BOQ.

7.7 ALTERNATIVE BIDS

Alternative bids shall not be considered at all.

7.8 BID PRICES

- 7.8.1 All the prices should be quoted only in Indian Rupees (INR) Currency.
- 7.8.2 Prices/ Rates shall be written both in words and figures. There should not be errors and/ or over-writings. Corrections/ alterations, if any, should be made clearly and initialed with dates by the authorized signatory.
- 7.8.3 The prices quoted in BOQ.xls should be inclusive of all service tax and other government levies as applicable but have to explicitly specify applicable rate of taxes in financial offer declaration (MS Word Format). These rates of applicable taxes and Govt. Levies shall be revised as and when updated.
- 7.8.4 The quantity of each component under scope mentioned in DISCOM is on average basis and may increase or decrease, however the payment shall be made as per the actual work made during the month.
- 7.8.5 The bidder will furnish the break-up of the quoted price in financial offer, indicating rate and type of each tax clearly, as per the prevailing rate on the bid date. Any statutory variation and imposing new tax by government subsequently during the currency of contract shall be on JVVNL account of fee subject to submission of documentary proof of new taxes/ statutory variation.
- 7.8.6 **Duties and taxes:** Jaipur Vidyut Vitran Nigam Limited is registered under Rajasthan VAT and Central

Sales Tax Act Reg No. 08372105543 and is entitled to concessional rate of Central/State sales tax as per rules in force.

- 7.8.6.1 The work contract tax, Service Tax, VAT/CST, excise duty, local taxes, entry tax as applicable/ leviable on the goods procured from outside Rajasthan, levies, and other liabilities of Government, if leviable in respect of the transaction between the owner and the contractor under the contract on the date of opening of bids (commercial) shall be treated as included in the bid price and no additional payment on this account shall be paid by the purchaser.
- 7.8.6.2 If Applicable, any income tax, surcharge on income tax and other corporate taxes including work contract tax, service tax and entry tax as applicable/ leviable on the goods procured from outside Rajasthan as attracted under the law, shall be deducted at source, as per the prevailing Govt. rules by payment making authority from each bill. Necessary TDS certificate shall be issued by payment making authority.
- 7.8.6.3 Jaipur Vidyut Vitran Nigam Limited is a registered under Rajasthan VAT and Central Sales tax Act and is entitled to concessional rate of Central Sales Tax / State VAT as per rules in force. Necessary declaration Form 'C' or prescribed certificate for availing supply of material on concessional sales tax shall be issued by the Nigam to bidder
- 7.8.6.4 Any statutory variation in existing rates of taxes /duties/ levies/charges during contractual completion period only of contract will be to Nigam' account. However, for claiming any such statutory variation, the contractor is required to furnish the documentary evidence / proof in support of the same for scrutiny and approval. Any downward variation in above rates of taxes/duties/levies will have to be passed on to the Nigam.

7.9 PERIOD OF VALIDITY OF BIDS

- 7.9.1 The submission of any bid connected with these documents and specification shall constitute an agreement that the Bidder shall have no cause of action or claim, against the owner for rejection of his bid. The owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the owner.
- 7.9.2 The bids shall be valid for a minimum period of 120 (One hundred twenty) days from the date of opening Part-A or 90 (Ninety) days from the date of opening of Part-B wherever is later. Bids mentioning a shorter validity period than specified are likely to be summarily rejected / ignored.
- 7.9.3 Purchaser may ask for extension in validity period. The Bidder will be at liberty to accept it or not.

7.10 FORMAT AND SIGNING OF BID

- 7.10.1 The bidder has to submit Earnest Money Deposit, Tender document fee and e-tender processing fee before opening of Technical bid as given in the NIT. The Technical bid and financial bid shall be submitted on the website <https://www.eproc.rajasthan.gov.in>.
- 7.10.2 All copies of the bid shall be typed or clearly hand written and shall be signed (all the pages) by a person duly authorized to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written confirmation as specified in the bidding document and shall be attached to the bid.
- 7.10.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.

7.11 SIGNATURE OF BIDDER

- 7.11.1 The bid must contain the name, address and place of business of the person or persons making the bid and must be signed and sealed by the Bidder under his usual signature. The name(s) of all the persons signing should also be typed or printed below the signature.
- 7.11.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership firm name, followed by the signature (s) and designation (s) of the authorized partner (s) or other authorized representative (s).
- 7.11.3 Bids by corporation/ company must be signed with the legal name of the corporation/ company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such corporation/company in the matter.
- 7.11.4 A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'Agent' or other designation without disclosing his principal will be liable to be summarily rejected.
- 7.11.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 7.11.6 The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 7.11.7 Erasures or other changes in the bid documents shall bear the initials of the person signing the bid.
- 7.11.8 Bids not conforming to the above requirements of signing shall be disqualified.

7.12 DEADLINE FOR THE SUBMISSION OF BIDS

- 7.12.1 Bids must be submitted by the bidders on the website <https://www.eproc.rajasthan.gov.in> at the address and no later than the date and time indicated in the NIT.
- 7.12.2 Any change in date of submission and opening of bids would also be placed on the JVVNL websites immediately. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.
- 7.12.3 The 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.

7.13 DELAYED/ LATE BIDS

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

7.14 RECEIPT OF TENDERS/ BIDS

- 7.14.1 Access to the bids is strictly restricted and will be provided only to the concerned officers of JVVNL doing the evaluation.
- 7.14.2 Bids received by modes other than submission on <https://www.eproc.rajasthan.gov.in> website will not be considered.

7.15 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

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

once.

7.16 BID OPENING

7.16.1 The designated Procurement Committee will perform the bid opening, which is a critical event in the bidding process.

7.16.2 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 after entering their corresponding credentials (login id and digital signatures) in the website <https://www.eproc.rajasthan.gov.in> at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present.

8 EVALUATION AND COMPARISON OF BIDS

8.1 BID EVALUATION

8.1.1 BID OPENING

8.1.1.1 All the bids received up to the specified time and date shall be opened by the members of the designated Procurement Committee after entering their corresponding credentials (login id and digital signatures) in the website <https://www.eproc.rajasthan.gov.in> at the specified place, date and time.

8.1.1.2 Only the bids of those bidders who are technically qualified would be eligible for Financial Bid consideration. The date and time of Financial Bid opening to the qualified bid would be intimated. The bidder whose bid is financially lowest shall be termed as the successful bid.

8.1.2 EVALUATION OF TECHNO COMMERCIAL OFFER

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

1st stage: Qualification Requirement (part 'A')

All the received bids will be evaluated first on the basis of minimum qualification requirement prescribed "Qualification Requirement" of this specification and on the basis of adherence to conditions given in this document.

The bidders who meet all the minimum requirements laid in this section shall be selected for evaluating the Technical offer. The bidders who do not qualify the QR as per section III, part 2 of this specification and other conditions, shall be considered as "not Qualified Bidder" and no further correspondence in this regard shall be entertained and no clarifications on reasons of not qualifying will be intimated.

It may be noted by the bidders that by merely meeting the qualification requirement does not mean that the bidder has been short listed for opening of financial offer.

2nd stage: Technical Evaluation

Technical details submitted by the bidders would be evaluated with respect to the relevant documents substantiating the details provided in the schedules and annexure.

The approach & methodology, previous experience of the firm, overall strength and capability to handle the work as per scope of work, experience of the key professionals, details of hardware, software, functionalities and other technical aspects would be evaluated. The objective of evaluation of techno-commercial proposals is to ensure that the bidder has the necessary competence to execute the project successfully and timely. Broad technical evaluation criteria are defined below.

8.1.3 TECHNICAL BID EVALUATION

The tendering authority shall determine to its satisfaction whether the bidder is selected based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, submission of valid EMD, valid bid document and bid processing cost and techno commercial proposal, schedules and forms as specified in the bid document.

Further a responsive bid would be the one that meets the requirements of the bidding document without deviation, reservation, or omission.

8.2 CONFIDENTIALITY

8.2.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.

8.2.2 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 shall result in the rejection of his bid.

8.2.3 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

8.3 CLARIFICATION OF BIDS

8.3.1 The bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and terms matters which may in any way affect the Work or the cost thereof.

8.3.2 If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation/clarification by the owner.

8.3.3 The Owner, then, will issue interpretation and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the bidder's proposal.

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

8.3.5 To assist in the examination, evaluation, comparison and post qualification of the bids, the tendering authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be in writing.

8.3.6 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.

8.3.7 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.

8.4 DETERMINATION OF RESPONSIVENESS

8.4.1 The tendering authority's determination of the responsiveness of a bid would be based on the contents of the bid itself.

- 8.4.2 A responsive bid would be the one that meets the requirements of the bidding document without deviation, reservation, or omission where: -
- 8.4.2.1 "Deviation" is a departure from the requirements specified in the bidding document.
- 8.4.2.2 "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document.
- 8.4.2.3 "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 8.4.3 A deviation, reservation, or omission is one that,
- 8.4.3.1 If accepted, would: -
- 8.4.3.1.1 Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
- 8.4.3.1.2 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
- 8.4.3.2 If rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.
- 8.4.4 The tendering authority shall examine the technical aspects of the bid in particular, to confirm that all requirements of bidding document have been met without any material deviation or reservation.
- 8.4.5 The tendering authority shall compare all responsive bids to determine the best bid, in accordance with the provisions of this bidding document.

8.5 NON-MATERIAL NON-CONFORMITIES

8.5.1 DEVIATION FROM BID DOCUMENTS

- 8.5.1.1 The offer must have 'No Deviation' certificate as per tender document.

It is clarified that the bid should ideally be without any deviations. However if bidder opts to ask for certain deviation the same may be mentioned in the deviation sheet provided. JVVNL has right to accept or reject the deviations subject to their financial & technical implications. If deviation materially deviates the system envisaged the bid may also be rejected.

It is further clarified that:-

(I) Bidder if don't have any deviation in its bid he can sign the certificate of no deviation.

Bidder if having any deviation in its bid he can give details of all deviation in the deviation sheet. In case of deviation sought by the bidder that will be examined in two ways

TECHNICAL DEVIATION: Whether the deviation will affect the specification, if so the bid may be declared not responsive.

COMMERCIAL DEVIATION: The financial implication of each deviation will be worked out and that will be loaded to bidder's quoted price while comparing with other bidders.

- 8.5.1.2 If the bidder has certain deviations, such deviations may or may not be accepted on its merit subject to financial and technical implications.
- 8.5.1.3 The bid must include a separate statement indicating all deviations from the bid documents as per format enclosed in tender document.
- All such deviations must be clearly mentioned in Schedule of Deviation.

9 CLARIFICATION OR MODIFICATION OF BIDS

In the course of evaluation and comparison of bids, JVVNL may ask bidders individually for clarification, in writing. No change in the substance of the bid shall be permitted except as required to confirm the correction of any typographical error. JVVNL may modify Part-B of bid document even after opening of Part-A.

10 REVISED FINANCIAL OFFER

Before opening of original financial offer, JVVNL reserves the rights to ask the bidders probably only to the shortlisted bidders to furnish revised sealed financial offer, instead of opening the original financial offer, on account of any scope changes to be incorporated in the specifications subsequent to the opening of part A. Under such circumstances the original financial offer will not be considered and will be superseded by the revised financial offer.

11 OPENING OF PART B BID

The date and time for opening Part-B Financial Offer will be intimated to the bidders, short-listed by JVVNL in due course. Part-B bid of the bidders, not short-listed shall not be opened and shall be returned to such bidders. Short-listed bidders or their representatives may attend Part-B bid opening.

12 SIGNING OF AGREEMENT

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

13 REJECTION OF BIDS

The bid may be considered as rejected /non-responsive on account of the any of following reasons:

- 13.1 Any action on the part of the bidder to revise the rates/prices and modification in technical or commercial substance of original offer, at their own.
- 13.2 Submission of any supplementary information unless & otherwise asked for at his own instance after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bid to the purchaser at least for one year.
- 13.3 The owner reserves the right to accept or reject any bid on the established background, and to cancel the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the owner's action.
- 13.4 In case of bidder not furnishing the desired information in the desired format the bid/offer may be rejected/non-responsive.
- 13.5 In case of bidder not adhering to the format of financial offer given with this document the bid / offer may be rejected / non-responsive.
- 13.6 In case of any noting with financial offer comprising any supplementary statement or discount or any condition the bid / offer may be rejected / non-responsive.
- 13.7 In case of any misapprehension at bidder level which consequent to wrong price bidding , JVVNL reserve the right to reject the bid or take necessary loading / unloading to arrive the correct price as per perception of JVVNL / tender specification. Accordingly the bidders are advised to ask to clarify about any mis-apprehension before bidding. No excuse shall be considered in this regard.

- 13.8 The zero priced or null value price bid / bid component, offer may be rejected /considered non-responsive.
- 13.9 The Bidder has been disqualified from any other DISCOM for any violation of code of conduct.
- 13.10 In case of bidder not furnishing the desired information in the desired format the bid/offer may be rejected/non-responsive.
- 13.11 In case of bidder not able to produce the original certificate as asked by Procurement Committee, the bid/offer may be rejected/non-responsive.
- 13.12 In case of bidder not adhering to the format of financial offer given with this document the bid / offer may be rejected / non-responsive.
- 13.13 In case of any foot note or explanatory statement in the financial offer the bid/offer may be rejected/non-responsive.
- 13.14 Does not meet the minimum eligibility criteria as mentioned in the bidding document.
- 13.15 During validity of the bid or its extended period, if any, increases his quoted prices.
- 13.16 Has imposed conditions in his bid.
- 13.17 Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 13.18 Has been terminated or suspended from work under any contract with a government department of India and their performance guarantee/ security forfeited due to violation of terms. If bidder hides any facts in this regard an appropriate action shall be taken and EMD shall be forfeited.
- 13.19 Has submitted bid which is not accompanied by required documentation and Earnest Money Deposit (EMD).
- 13.20 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.

NOTE: Bidders may specifically note that while processing the bid documents, if it found expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay/ holding up the processing of bids then the bidders so involved are liable to be disqualified for the contract as well as for a further period of two years from participation in any of the bids floated by any department, Govt. of Rajasthan. It may also be clarified that if need arises then Tendering authority would go in for appointment of outside party(s) to undertake the work under the captioned bid.

14 FINANCIAL BID EVALUATION

Bids of those bidders who have been determined as technically qualified would be opened and compared. The lowest quoted bid on the basis of Total Quoted price would be declared as successful bid.

15 AWARD OF CONTRACT

15.1 ACCEPTANCE OF THE TENDER/BID AND NOTIFICATION OF AWARD

- 15.1.1 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.
- 15.1.2 The tendering authority shall award the Contract to the bidder whose offer has been determined to be substantially responsive and having lowest price.

- 15.1.3 Decision on bids shall be taken within original validity period of offers which shall be kept up to 90 days from the date of opening of financial bids. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.
- 15.1.4 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 Letter of Intent (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.
- 15.1.5 The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder.
- 15.1.6 The acceptance of the bid shall also be placed on website of JVVNL for general information to all.
- 15.1.7 The EMD of the bidders whose bids could not be accepted shall be refunded 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.

15.2 SIGNING OF CONTRACT

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

15.3 RESERVATION OF RIGHTS

- 15.3.1 To take care of unexpected circumstances, DISCOM shall reserve the rights for the following:
- 15.3.1.1 Extend the closing date for submission of the bid proposals.
- 15.3.1.2 Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.
- 15.3.1.3 Allow a bidder to change its Technical proposal if the same opportunity is given to all bidders.
- 15.3.1.4 To reject any bid on established grounds.
- 15.3.1.5 Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
- 15.3.1.6 Seek the advice of external consultants to assist JVVNL in the evaluation or review of proposals.
- 15.3.1.7 Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
- 15.3.1.8 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.
- 15.3.1.9 **Note:** Direct or indirect canvassing on the part of the bidder or his representative would be a disqualification.

15.4 CORRECTION OF ERRORS, AND OMISSIONS

- 15.4.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit

price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Discom there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

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

16 RE-INVITATION OF TENDERS/ BIDS

Re-invitation of bids would generally be avoided by the tendering authority. However, in case, higher prices than prevalent market rates have been received in the bidding process or considerable changes in specifications, 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.

17 GENERAL

- 17.1 Only one bid will be accepted against cost of specification paid. This specification is not transferable. The cost of specification will not be refunded under any circumstances.
- 17.2 The bidder shall treat the details of the specification and other Bid documents as private and confidential and shall not reproduce without the written authorization of the JVVNL.
- 17.3 The JVVNL does not bind itself to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.
- 17.4 The fact of submission of bid to the JVVNL shall be deemed to constitute an agreement between the bidder and JVVNL whereby such bid shall remain open for acceptance by the JVVNL and Bidder shall not have option to withdraw his offer, impair or derogate the same. If the Bidder is notified during the period of validity of bid that his bid is accepted by the JVVNL, he shall be bound by the terms of agreement constituted by his bid and such acceptance thereof by the JVVNL, until formal contract of the same bid has been executed between him and the JVVNL in replacement of such agreement.
- 17.5 The successful bidder will have to execute the contract agreement for the proper fulfillment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to JVVNL may be taken, if satisfactory clarification is not furnished within the prescribed period.
- 17.6 JVVNL will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- 17.7 Telex, Telegraphic or Fax bids shall not be acceptable.
- 17.8 JVVNL reserves the right to:
- 17.8.1 Amend the scope of the proposed contract.
- 17.8.2 Reject or accept any bid.

17.8.3 Cancel the bid process and reject all applications.

17.8.4 Vary the area.

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