

### SHORT TERM NIT TN- 45

JVVNL invites Technical & Financial eBids/proposals for the work of “SETTING UP OF ANY TIME PAYMENT (ATP) TOUCH SCREEN KIOSKS ON BUILD, OWN, OPERATE & MAINTAIN (BOOM) BASIS AT VARIOUS LOCATIONS IN JAIPUR CITY FOR A PERIOD OF (5) FIVE YEARS” from experienced firms meeting minimum eligibility criteria as specified in the bid document.

The contract period shall be initially for **five years** renewable for such period or periods as mutually agreed.

<b>Nature of the Work</b>	<b>“SETTING UP OF ANY TIME PAYMENT (ATP) TOUCH SCREEN KIOSKS ON BUILD, OWN, OPERATE &amp; MAINTAIN (BOOM) BASIS AT VARIOUS LOCATIONS IN JAIPUR CITY FOR A PERIOD OF (5) FIVE YEARS”</b>
Cost of Tender Document (non-refundable)	<b>Rs. 5000/-</b> (Rupees Five thousand Only)
e-Tender Processing Fee (non-refundable)	<b>Rs. 1000/-</b> (Rupees One thousand only)
Estimated Project Cost	<b>Rs. 3.5 crore</b> (Rupees Three crore fifty lacs only)
Earnest Money Deposit (EMD)	<b>Rs 7 lac</b> (Rupees Seven lac only)
Publishing Date/Time	<b>3 Nov 2012 , 17:00 hrs</b>
<b>Document Download / Sale Start Date</b>	From <b>3-Nov-12, 17:30 hrs</b> onwards at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
<b>Document Download / Sale End Date/Time</b>	<b>12-Nov-12 , 09:00 hrs</b> onwards
Bid submission Start Date/Time & Place of submission of bids	<b>03-Nov-12 , 17:30 hrs</b> onwards at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
Bid submission Last Date/ Time	<b>12-Nov-12 upto 09:00 hrs</b>
Submission of Banker’s Cheque/ Demand Draft for Tender Fee, EMD, and Processing Fee	Up to <b>9-Nov-12 upto 15:00 hrs</b> at Office of Sr. Accounts Officer(TW), Old Power house, Banipark, Jaipur
Date, Time and Place of Opening of Technical Bids	<b>12-Nov-12 , 11:00 hrs</b> at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
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.	<a href="http://www.jaipurdiscom.in">www.jaipurdiscom.in</a> , <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
Bid & EMD Validity	120 days from date of opening of part-A bid or 90 days from the date of opening of part-B bid whichever is later

**NOTE:**

1. The tender/bid shall only be submitted through online tendering system of <https://eproc.rajasthan.gov.in>.

2. Bidders who wish to participate in this tender will have to register on <https://eproc.rajasthan.gov.in> (bidders registered on [eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in) before 30.09.2011 needs to register again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate (Type – II or Type – III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e TCS, Safecrypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for future assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.

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

**E-mail:** [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)

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

3. Bidders should go through the website <https://eproc.rajasthan.gov.in> should refer to the website and go through the link “Help For Contractors”, “Information About DSC”, “FAQ” and “Bidders Manual Kit” and **clause no. 5 of Section-I** to know the process for submitting the electronic bids at the website.
4. The ‘Instructions to bidders’ and other terms and conditions of this tender pertaining to the bidding process generally follow the guidelines of e-tendering system of the government of Rajasthan, available at URL <https://eproc.rajasthan.gov.in>. However, wherever there is any anomaly between the conditions referred to in this document and the GoR e-tendering system, the latter shall be final.
5. The complete bid document has been published on the websites, [www.jaipurdiscom.in](http://www.jaipurdiscom.in) and <http://www.eproc.rajasthan.gov.in> for the purpose of downloading.
6. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required Bid document fee of Rs. 5,000/- only (Rupees Five thousand only) and e-Tender Processing Fee: Rs. 1,000/- (Rupees One thousand only) in Cash/ Demand Draft in favour of M.D, RISL payable at Jaipur. A copy of the bid document fee receipt must be enclosed along with the Technical bid/ proposal failing which the bid will be summarily rejected.
7. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally and stamped on each page by the designated authorized representative of the bidder.
8. 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(s).
9. JVNL disclaims any factual/ or any 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.
10. Bids will be considered only in the prescribed form/ document. Bids not submitted in the prescribed format will be summarily rejected and EMD submitted along with the bids shall be forfeited. Also, bidders should refrain from providing the information which is not relevant.

11. Copies of various documents to be enclosed along with the bid-proposals must be legible and be self attested by the authorized signatory with official seal. Claims made by bidder related to the project experience and other requirements shall be considered only when appropriate supporting documents are provided.
12. All the communication/correspondence including the bid document (Technical and Financial Bid) must be signed and stamped on each page by the designated authorized representative of the bidder failing which the bid will be summarily rejected.
13. The Bids can be submitted up to date and time given as specified in the NIT.
14. The complete bidding process is defined in Section-I of this RFP document.
15. In case, a bidder imposes conditions which are in addition or at variance or in conflict with the terms and conditions as specified in this RFP document, all such bid-proposals will be summarily rejected and EMD submitted along with the bids will be forfeited.
16. Tendering Authority reserves the complete right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/ rejected by the purchaser/ tendering authority.
17. In case, a dispute arises with regard to interpretation/ omission/ error in the RFP document, bid submitted, other documents; the decision SE (IT), JVVNL, JAIPUR will be final and binding upon the bidders.
18. Interested bidders may obtain further information from the office of the **Superintending Engineer (IT), Jaipur Vidyut Vitran Nigam Ltd, Old Power House Banipark, Jaipur** on any working day between From 03-Nov-12 to 11-Nov-12 from 10:00 AM to 6:00 PM.

**P.K.JAIMINI**

**Superintending Engineer (IT)**

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## SECTION-I INSTRUCTIONS TO BIDDER

### 1. **GENERAL INSTRUCTIONS**

- 1.1. The Jaipur Vidyut Vitran Nigam Ltd [hereinafter to be referred to as JVVNL] or any authority designated hereinafter called 'OWNER', will receive bids in respect of services as set forth in the accompanying specification. All bids shall be prepared and submitted in accordance with these instructions. The Bidder, in his own interest is requested to read very carefully these instructions, terms and conditions as incorporated in General Conditions of Contract and Technical specification before filling the Bid proposal form. If he 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(IT), 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. 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.
- 1.2. 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.
- 1.3. 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. **EXISTING SYSTEM:**

The Bidder may in its own interest, before submitting the bid, inspect and examine the area involved and satisfy itself regarding the existing system of bill collection. For ascertaining the existing system condition the Agency may contact the SE (JCC)/AO (CCC). The details of the area to be covered in the scope of the contract are available in **Section-III Part- II** of this document. 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.

### 3. **PREPARATION OF BIDDING DOCUMENT**

#### **3.1. EARNEST MONEY DEPOSIT (EMD):**

- 3.1.1. The tenderer shall furnish Earnest Money of Rs 7,00,000/- ( Rs. Seven lacs only) by DD/Banker's cheque payable in the name of Sr. Accounts Officer (TW), JVVNL, Jaipur up to stipulated date & time, and obtain a receipt, thereof Sr. Accounts Officer (TW) will be the custodian of the EMD. No other mode of deposit shall be accepted.
- 3.1.2. Any tender not accompanied by a copy of the receipt for depositing earnest money by Banker's cheque / bank draft shall be rejected and the tender will not be opened.

- 3.1.3. In case of unsuccessful tenderers, the Earnest money will be refundable on production of the original receipt within a fortnight 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 is furnished through bank guarantee the EMD will be released after acceptance of such BG, referred in the **Clause 4 of Section-II.**
- 3.1.4. 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.
- 3.1.5. No interest shall be payable on such deposits.
- 3.1.6. 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.
- 3.1.7. The JVVNL reserves the right to forfeit Earnest Money Deposit or a part thereof in circumstances, which according to it indicate that the tenderer is not earnest in accepting/executing order placed under the specification.

### **3.2. SALE OF TENDER/ BIDDING DOCUMENT**

The bidders are permitted to download the bid document from websites <https://eproc.rajasthan.gov.in>, [www.jaipurdiscom.in](http://www.jaipurdiscom.in) but must pay the cost of tender/bidding document Rs. 5000/- (Rs. Five thousand only) [non-refundable] in cash or Bank Draft payable to Sr. Accounts Officer (TW) JVVNL, Jaipur and e-tender processing fee amounting to Rs. 1000/- (Rs. One thousand only) by DD/Banker's Cheque in favour of M.D, RISL payable at Jaipur up to stipulated date & time in the office of Sr. Accounts Officer (TW), Jaipur and obtain acknowledgement thereof. The processing fee will be sent to RISL by Sr. AO (TW).

## **4. CLARIFICATIONS AND AMENDMENTS OF BIDDING DOCUMENT**

### **4.1. CLARIFICATIONS TO THE BID DOCUMENT**

- 4.1.1. 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.
- 4.1.2. The Tendering authority shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it or shall also place it on the website of JVVNL, including a description of the inquiry but without identifying its source.
- 4.1.3. Tendering authority deems 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.

#### **4.2. AMENDMENT OF BIDDING DOCUMENT**

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

4.2.2. Any Corrigendum/Addendum issued shall be a part of the Bidding document and shall be published on [www.jaipurdiscom.in](http://www.jaipurdiscom.in), <https://eproc.rajasthan.gov.in>.

4.2.3. 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.

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

4.3. **DEVIATION FROM BID DOCUMENTS:** The bid offer must include a separate statement indicating all deviations from the bid documents as per format enclosed at Schedule-I. 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.

### **5. SUBMISSION AND OPENING OF BIDS**

#### **5.1. 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.

#### **5.2. 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.

#### **5.3. SUBMISSION OF PROPOSALS**

5.3.1. Bidder shall submit their bid in electronic format, digitally signed and stamped on each page by a responsible and authorized person.

5.3.2. **Physical submission of bids is not allowed.**

#### **5.4. BIDS ARE TO BE SUBMITTED IN TWO PARTS**

- 5.4.1. **Part- A:** will contain (i) Tender Cost (ii) Tender processing fee (iii) EMD (iv) Supporting documents to ascertain the eligibility / qualification as per the QR 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.
- 5.4.2. **Part- B:** will contain the financial offer for carrying out the scope of work defined for this project.

#### **5.5. FILLING OF BIDS:**

- 5.5.1. 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).
- 5.5.2. No alteration should be made to the format of the tender specification and schedules. The tenderer must comply entirely with specification.
- 5.5.3. 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.
- 5.5.4. Tender should be filled in only with ink or typed and must be submitted online after signing digitally.
- 5.5.5. 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.
- 5.5.6. 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.
- 5.5.7. The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- 5.5.8. Any printed conditions of sale on the bid shall not be accepted by the purchase Authority. The bidder shall incorporate their conditions of sales, if any, in the text of the bid itself.
- 5.5.9. All bids and accompanying documents shall be addressed to the Jaipur Vidyut Vitran Nigam Limited.
- 5.5.10. The tenders/quotations given in the form other than prescribed form will not be considered.
- 5.5.11. 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.



5.5.12. 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.

5.5.13. JVNL can ask the bidder to submit any document in original.

5.5.14. The tender offer shall be submitted in time specified on <https://eproc.rajasthan.gov.in> in electronic format in the following manner:

5.5.14.1. **COVER – I** Fee (to be filed in pdf format )

- i. Proof of depositing EMD in the prescribed form as defined hereunder at Clause “Earnest Money Deposit (EMD)” i.e the receipt issued by the Sr. Accounts Officer (TW), Jaipur on account of depositing EMD in favour of Sr. Accounts Officer (TW), Jaipur.
- ii. Proof of submitting tender processing fee i.e the acknowledgement issued by the Sr. Accounts Officer (TW), Jaipur on account of depositing the processing fee of RISL through DD/Banker’s Cheque in favour of M.D, RISL payable at Jaipur.
- iii. Proof of submitting Tender document cost i.e the acknowledgement issued by the Sr. Accounts Officer (TW), Jaipur on account of depositing tender document cost through DD/Banker’s Cheque in favour of Sr. Accounts Officer(TW) payable at Jaipur.

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

In this part of bid, tenderer will have to furnish Guaranteed Technical Particulars in regard to all requirement details of Technical Specification, confirmation of terms and conditions and its addendum/corrigendum, if any, along with details required in various/schedules “EXCEPT THE PRICE SCHEDULE” so that the purchaser may be able to examine whether the offer submitted is technically acceptable and also confirm to our commercial terms and conditions or not.

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

This price bid shall include submission of details of prices in BOQ.xls as per the format given in Price Schedule of the specification. 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.

## 5.6 DOCUMENTS COMPRISING THE BID

5.6.1 The tender shall be accompanied with the schedules, documents mentioned in the specification.

5.6.2 The tender which is not accompanied by any or all mentioned schedules, documents or is accompanied by incomplete Schedules/ schedules is liable for rejection.

**5.6.3** 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 three days.

**5.6.4 COVER – II** for Prequalification Requirement /Technical Bid as detailed below:

- i. Technical Offer as per SECTION VI PART-A of specification
- ii. Field organization and resources to be deployed for the proposed job.
- iii. Qualification and experience of personnel at different levels to be deployed for the proposed job.
- iv. Enclose ISO 9001-2000 certificate for BPO/ Utility services/ IT /Software/ Consumer billing/ Financial services
- v. Enclose copies of Audited Balance Sheet & Profit and loss accounts with a minimum annual turnover of Rs. 10 crore per year for the past three years (2011-12, 2010-11 and 2009-10) and total turn over of 15 crore.
- vi. Original bank solvency/credit worthiness certificate from any schedule bank for execution of Rs. 3 cr project.
- vii. Financial capabilities (Annexure-III)
- viii. Give detailed write-up on experience/order executed of software development, retail bill counters, billing work, etc; with supporting papers. (Annexure- IV)
- ix. Enclose copies of order so executed/orders in hand.
- x. Document in support of bidder having a reputed background and should be established in business at least for the past 3 years.
- xi. Undertaking that the bidder have not been black listed from any of the government departments.
- xii. Experience summary (Schedule-V)
- xiii. Details of ATP machine and other hardware to be deployed as per technical specification attached.
- xiv. Details of complete system to be implemented with all its components enclose a schematic arrangement.
- xv. Detail of connectivity to be proposed for networking. Enclose a network schematic diagram showing all location and components.
- xvi. Enclose specification of ATP kioks and other hardware to be deployed
- xvii. Details & specifications of proposed ATP administration software.

- xviii. Details of infrastructure facilities bidder shall provide for the proposed job
- xix. Schedule of implementation (Schedule-VI)
- xx. Proposed system details (Annexure-V)
- xxi. As per SECTION-VI of specification- formats and frequency of MIS/Output reports or any other reports. (Annexure-VI)
- xxii. General profile of bidder (Annexure-I)
- xxiii. Organizational capabilities ( Annexure-II)
- xxiv. Details of the project and software, if being used by any state/undertaking for similar venture.
- xxv. Any other information Bidder may like to highlight.
- xxvi. Manufacturers' authorization form (Annexure-VII)
- xxvii. Acceptance of terms & conditions (Annexure-VIII)
- xxviii. Schedule of deviation (Schedule-I)
- xxix. Departure/deviation from Purchaser's specification in respect of Technical details including GTP in Schedule of deviation of Specification. (Schedule- III)
- xxx. Departure /deviation from Purchaser's specification in respect of Commercial terms & conditions in Schedule of deviation of Specification. (Schedule-II)
- xxxi. Supporting document to substantiate meeting of QR (Schedule-IV)
- xxxii. Power of Attorney for authorized signatory to sign the tender document digitally.
- xxxiii. Name & Complete address of excise authority under whose jurisdiction their works/office falls
- xxxiv. Name & correspondence address of the bidder along with phone /Fax No. & email address
- xxxv. Satisfactory evidence of authority of the person signing on behalf of the Bidder furnished with the bid
- xxxvi. Compliance document for financial offer as per Section-VI Part-B.

**5.6.5 COVER – III for Financial/Price Bid/BOQ:** The Bidder shall submit the financial offer in excel file of BOQ.

## **5.7 ALTERNATIVE BIDS**

Alternative bids shall not be considered at all.

## **5.8 BID PRICES**

5.8.1 All the prices should be quoted only in Indian Rupees (INR) Currency.

5.8.2 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.

**5.8.3** The quoted prices are inclusive of all applicable tax and duties at the time of bid (detail and rates of tax are attached herewith) any statutory variation and imposing new tax by government shall be on JVVNL account.

**5.8.4 Duties and taxes:** Jaipur Vidyut Vitran Nigam Limited is registered dealer under Rajasthan VAT and Central Sales Tax Act Reg No. 08372105443 and is entitled to concessional rate of Central/State sales tax as per rules in force.

## **5.9 PERIOD OF VALIDITY OF BIDS**

5.9.1 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.

5.9.2 The bids shall be valid for a minimum period of 120 days (One hundred twenty) days from the date of opening Technical Bid or 90 (Ninety) days from the date of opening of Financial Bid wherever is later. Bids mentioning a shorter validity period than specified are likely to be summarily rejected / ignored.

5.9.3 Owner may ask for extension in validity period. The Bidder will be at liberty to accept it or not. In case Bidder agrees to extend the validity period without changing his original offer, he will be required to extend validity period of the Bank Guarantee (Submitted against the EMD) suitably.

## **5.10 FORMAT AND SIGNING OF BID**

5.10.1 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://eproc.rajasthan.gov.in>.

5.10.2 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.

5.10.3 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.

## **5.11 SIGNATURE OF BIDDER**

- 5.11.1 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.
- 5.11.2 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).
- 5.11.3 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.
- 5.11.4 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.
- Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 5.11.5 The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 5.11.6 Erasures or other changes in the bid documents shall bear the initials of the person signing the bid. Bids not conforming to the above requirements of signing shall be disqualified.

#### **5.12 DEADLINE FOR THE SUBMISSION OF BIDS**

- 5.12.1 Bids must be submitted by the bidders on the website <https://eproc.rajasthan.gov.in> at the address and no later than the date and time indicated in the NIT.
- 5.12.2 Any change in date of submission and opening of bids would also be placed on the JVNL 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.
- 5.12.3 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.

#### **5.13 DELAYED/ LATE BIDS**

- 5.13.1 The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed date due to non-availability of / hanging of website at last moments. The date of submission of bids will not be extended if system is hang up in last hours or congestion.
- 5.13.2 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.

#### **5.14 RECEIPT OF TENDERS/ BIDS**

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

5.14.2 Bids received by modes other than submission on <https://eproc.rajasthan.gov.in> website will not be considered.

### **5.15 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 can not withdraw his bid after submitting it once.

### **5.16 BID OPENING**

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

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

5.16.3 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://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.

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

5.16.5 First, envelopes marked "SUBSTITUTION" shall be opened, read out, recorded, and exchanged for the corresponding bid being substituted, and the substituted bid shall not be opened. Bids marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding bid. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

5.16.6 All other bids shall be opened one at a time, and the following read out and recorded: the name of the bidder; the bid prices (per lot if applicable); the presence of an EMD and any other details as the tendering authority may consider appropriate. No bid shall be rejected at bid opening except for delayed/ late bids; alternative bids and bids not accompanied with the required tender fee and bid security (EMD).

5.16.7 The Tendering authority shall prepare a record of the bid opening that shall include, as a minimum: the name of the bidder and whether there is a withdrawal, substitution, or modification; the bid price, per lot if applicable, any discounts and offers if they were permitted; and the presence or absence of Tender fee, EMD. The bidder's representatives who are present shall be required to

sign the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record.

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

5.16.9 The details of deposit of tender fee and EMD with each bid shall be read out loudly.

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

## **6 EVALUATION AND COMPARISON OF BIDS**

### **6.1 GUIDING PRINCIPLE FOR EVALUATION OF BIDS**

6.1.1 The tendering authority shall determine to its satisfaction whether the bidder that is selected as having submitted the best and substantially responsive bid is qualified to perform the Contract satisfactorily.

6.1.2 The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder.

6.1.3 An affirmative determination shall be a prerequisite for award of the Contract to the bidder. A negative determination shall result in disqualification of the bid, in which event the tendering authority shall proceed to the next best bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

6.1.4 The tendering authority/ procurement committee, in observance of best practices, shall: -

- i. Maintain the bid evaluation process strictly confidential as per the details below.
- ii. Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
- iii. Strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.

### **6.2 CONFIDENTIALITY**

6.2.1 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.

6.2.2 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 may result in the rejection of his bid.

6.2.3 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.

### **6.3 CLARIFICATION OF BIDS**

6.3.1 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.

6.3.2 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.

6.3.3 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.

### **6.4 DETERMINATION OF RESPONSIVENESS**

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

6.4.2 A responsive bid would be the one that meets the requirements of the bidding document without material deviation, reservation, or omission where: -

- ❖ "Deviation" is a departure from the requirements specified in the bidding document.
- ❖ "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document.
- ❖ "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

6.4.3 A material deviation, reservation, or omission is one that,

- i. If accepted, would: -
  - a) Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
  - b) 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
- ii. If rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.

6.4.4 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.

6.4.5 The tendering authority shall compare all responsive bids to determine the best bid, in accordance with the provisions of this bidding document.

### **6.5 NON-MATERIAL NON-CONFORMITIES**

6.5.1 Provided that a bid is substantially responsive, the tendering authority may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.

6.5.2 Provided that a bid is substantially responsive, the tendering authority 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.

6.5.3 Provided that a bid is substantially responsive, the tendering authority 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 Evaluation and Qualification Criteria of this bidding document.

## **6.6 EVALUATION OF BIDS**

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

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

6.6.3 To evaluate a bid, the tendering authority shall consider the following: -

- ❖ The bid price as quoted in accordance with bidding document.
- ❖ Price adjustment for correction of arithmetic errors in accordance with bidding document.

6.6.4 The tendering authority's evaluation of a bid will exclude and not take into account: -

- ❖ In the case of Goods offered from within the tendering authority's country, all sales tax and all other taxes, applicable in the tendering authority's country and payable on the Goods if the Contract is awarded to the Bidder;
- ❖ In the case of Goods offered from outside the tendering authority's country, all customs duties, sales tax, and other taxes, applicable in the tendering authority's country and payable on the Goods if the Contract is awarded to the Bidder.
- ❖ Any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

## **6.7 EVALUATION OF TECHNICAL BIDS**

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

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

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

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

6.7.5 The Tendering Authority will carry out a detailed evaluation of the bids as per criteria in Eligibility Criteria mentioned in RFP on the basis of documentation enclosed along with the technical bid.

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

#### **6.8 EVALUATION OF FINANCIAL BIDS**

6.8.1 The financial bids of bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present.

6.8.2 The process of opening, marking and signing on envelopes and offers of financial bids shall be similar to that of technical bids.

6.8.3 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.

6.8.4 Conditional bids are liable to be rejected.

6.8.5 The offers shall be evaluated and marked L1, L2 and L3 etc. L1 being lowest offer and then others in ascending order

#### **6.8.6 Selection of lowest price offer:**

6.8.6.1 For selection of the lowest price offer, average price of all the slab rates for transaction charges (Rs. per bill) shall be worked out.

6.8.6.2 Average price of all the slab rates for transaction charges (Rs. per bill) shall be calculated as per the below formula:

$$\text{(Price for [Slab 1] + Price for [Slab 2] + Price for [Slab 3] + Price for [Slab 4]) / 4}$$

6.8.6.3 If the price arrived at as per the formula mentioned in **clause 6.8.6.2** of this section is same for two bidders, then bidder with lowest value for **Slab-1** shall be considered as L1 bidder. In case, if this is also same for two or more bidders, the Bidder with lowest value for **Slab-2** would be declared as L1 Bidder. In case, if this is also same for two or more bidders, the Bidder with lowest value for **Slab-3** would be declared as L1 Bidder. In case, if this is also same for two or more bidders, the Bidder with lowest value for **Slab-4** would be declared as L1 Bidder. However price derived same for more than bidders, the Bidder with *highest annual turnover* in financial year 2011-12 would be declared the L1 Bidder.

6.8.6.4 However the L1 rates as arrived after evaluation of the financial bid as per procedure outlined above need not be accepted by JVVNL outright.

**6.8.6.5 Negotiations with the L1 bidder could be done for finalizing the rates at which the contract would be awarded to the agency.**

6.8.7 The competent Procurement Committee shall prepare a comparative statement in tabular form and its report on evaluation of financial bids and with the recommendation to sanction the best offer to the tendering authority.

6.8.8 It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods and/ or service required to be procured.

**6.9 CORRECTION OF ARITHMETIC ERRORS**

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

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the tendering authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to point (i) and (ii) above.

**6.10 NEGOTIATIONS**

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

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

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

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

6.10.4 The bid should be comprehensive and inclusive for all the services to be provided by the bidder as per scope of his work. The payments would be made to selected bidder on the basis of the following bid and further negotiations between the department and the bidder only. No separate payment shall

be made for services that are to be delivered by the vendor as part of his scope of work for this project.

- 6.10.5 The prices quoted shall be inclusive of all taxes, duties and statutory payments incident upon the bidder and it shall be a fixed price bid. Once the prices have been tendered to department, no change/modification shall be entertained for any Cause whatsoever (including changes in regulation, tax and duty structure etc.). The prices once provided by the bidder shall be valid for the entire period of validity of the bid as defined in the bid document.
- 6.10.6 Any revision (increase or decrease) in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid shall be to the account of the bidder.
- 6.10.7 The vendor shall be responsible for the costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed with respect to the execution of this project before or after the award of the contract.
- 6.10.8 The bidder having the lowest bid would be invited for negotiations for award of project by the JVVNL. Bidder should quote in BOQ.xls as per format given in Financial Offer: Guiding Note.
- 6.10.9 In case the lowest/ best bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the tender sanctioning Procurement Committee may decide to make a written counter offer to the lowest/ best bidder. If the lowest/ best bidder does not accept the counter offer given by the Procurement Committee, the Procurement Committee may recommend rejecting the bid or may repeat the process to make the same counter offer to second lowest/ best bidder and so on to third, fourth lowest/ best bidder, etc. till any bidder accepts it.

## **6.11 DISQUALIFICATION**

- 6.11.1 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. 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.
  - viii. Has submitted bid which is not accompanied by required documentation and Earnest Money Deposit (EMD).
  - ix. Has failed to provide clarifications related thereto, when sought.

- x. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- xi. 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.

6.11.2 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.

## **7 AWARD OF CONTRACT**

### **7.1 ACCEPTANCE OF THE TENDER/BID AND NOTIFICATION OF AWARD**

- 7.1.1 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.
- 7.1.2 The tendering authority shall award the Contract to the bidder whose offer has been determined to be substantially responsive and technically qualified as per the bidding document, and is L1 provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.
- 7.1.3 The tender sanctioning Procurement Committee after due consideration of bids, their conditions, financial implications, seeing samples, test reports, if any, discussions with the bidders about important features of their articles, etc., shall take decision regarding acceptance or rejection of the bid.
- 7.1.4 Decision on bids shall be taken within original validity period of offers which shall be kept up to 180 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.
- 7.1.5 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.

7.1.6 The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder.

7.1.7 The acceptance of the bid shall also be placed on website of JVVNL for general information to all.

7.1.8 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.

## **7.2 SIGNING OF CONTRACT**

7.2.1 Promptly after notification of award, the tendering authority shall send to the successful bidder the Contract Agreement and the "Special Conditions of Contract".

7.2.2 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.

## **7.3 PERFORMANCE SECURITY DEPOSIT (PSD)**

7.3.1 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 under the "General Terms & Conditions" of the Contract as mentioned in this bidding document.

7.3.2 Failure of the successful bidder to submit the aforementioned PSD or sign 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.

## **7.4 RESERVATION OF RIGHTS**

7.4.1 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. Allow a bidder to change its Technical proposal if the same opportunity is given to all bidders.
- iv. 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.
- v. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
- vi. Seek the advice of external consultants to assist JVVNL in the evaluation or review of proposals.
- vii. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.

- viii. 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.
- ix. Note: Direct or indirect canvassing on the part of the bidder or his representative would be a disqualification.

## **7.5 MONITORING OF CONTRACT**

- 7.5.1 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 delivery period.
- 7.5.2 During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given if it is a severable contract in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the supplier's or service provider's premises where the work is being completed, may be inspected.
- 7.5.3 If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- 7.5.4 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.
- 7.5.5 No new 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.
- 7.5.6 The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of tendering authority.

## **7.6 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.

## **7.7 LACK OF COMPETITION**

A situation may arise where, after evaluation of bids the tendering authority may end-up with one responsive bid only. In such a situation, the contract may be placed to that bidder by the tendering authority, provided the quoted price is reasonable.

## SECTION – II TERMS & CONDITIONS

The Terms and Conditions of the contract shall prevail and shall be binding on the Agency and any change or variation expressed or impressed howsoever made shall be in operative unless expressly sanction by the JVVNL. The Bidder shall be deemed to have fully informed himself and to have specific knowledge of the provisions under terms and Conditions of this specification mentioned hereunder:

### 1. DEFINITION OF TERMS:

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

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

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

1.1.3. The “Agency”/“Vendor”/ “Contractor” shall mean the tenderer who’s tender has been accepted by the “JVVNL” and shall include the tenderer heirs, legal representative, successors and assignees approved by the purchaser.

1.1.4. The “Chairman/Managing Director” shall mean the Chairman/Managing Director, JVVNL, Jaipur.

1.1.5. The “Engineer” shall mean the Chief Engineer, Dy. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, JVVNL, Jaipur or other Engineer or Officer for the time being or from time to time duly authorized and appointed in writing by the customer to act as engineer or Inspector for the purpose of the contract. In case where no such engineer has been so appointed, the word “Engineer” shall mean the JVVNL or his duly authorized representative.

1.2. “Works” mean and include the work or works to be done by the contractor under the contract.

1.2.1. The “Contract” shall mean and include the following:

- i. Invitation of tender.
- ii. Instructions to tenderers.
- iii. Tender form including schedule of prices
- iv. Earnest Money Deposit
- v. Letter of Intent and it’s acknowledgement,
- vi. Security Deposit/Guarantee.



- vii. Formal Work order,
  - viii. Guaranteed Test Performance and Penalty,
  - ix. General Conditions of Contract,
  - x. Special Instructions,
  - xi. Site Conditions,
  - xii. Specification, specific conditions, schedules and Schedule.
  - xiii. Addenda that may hereafter be issued by the purchaser to the contractor in the form of letter and covering letters and schedule of prices as agreed between the contractor and the purchaser.
  - xiv. The agreements to be entered into under General terms & Conditions.
- 1.2.2. The “Specification” shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the Schedule thereto, if any.
- 1.2.3. The Month shall mean, English calendar month i.e. period of 31/30 days and week shall mean a period of 7 days.
- 1.2.4. The “Site” shall mean the place or places named in the contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.
- 1.2.5. “Letter of Intent” shall mean the customer’s letter conveying his acceptance of the tender subject to such reservations as may have been stated therein.
- 1.2.6. The “Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.
- 1.2.7. Formal work order shall mean the customer’s letter which may be issued in the way of letter of intent containing detailed terms and conditions of the work and such other particulars which the customer may like to convey to the contractor pending execution of a formal written agreement.
- 1.2.8. “Writing” shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
- 1.2.9. The Work “Codes” shall mean the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made there under applicable in the State of Rajasthan on the date of letter of intent with such special modification thereof as may be specially stipulated by competent State Authorities i.e. Chief Electrical Inspector of Rajasthan.
- 1.2.10. Works importing “PERSON” shall include firms, Companies, Corporations and other bodies whether incorporated or not.
- 1.2.11. Words importing the singular only shall also include the plural and vice version where the context requires.

1.2.12. Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897).

2. **CONTRACT PERIOD:** The contract period shall be initially for **Five year**, from the commencement of actual work, but may be extended up-to 7 years subject to performance of the agency. The contract for awarded work may be rescinded at any time if the performance regarding achievement of the scope of works as illustrated under Section-IV of this specification is not found satisfactory [no compensation will be paid] or the agency breach any of the terms and conditions, or the agency will be advised for improvement.

3. **HANDING OVER ON TERMINATION:** Upon termination of the agreement, the agency's authority to act in the area shall immediately cease. In order to smoothen the handing over process and not hampering the work, JVVNL shall arrange to award the contract to other firm or may execute the work departmentally at least 3 (three) months before expiry of this contract. The new agency/ Discom's staff may require to work along with agency for remaining period of contract to understand the process. Upon termination the contract the agency shall transfer the data/document in soft or hard copies to competent authority of JVVNL.

4. **PERFORMANCE SECURITY DEPOSIT (PSD) & SECURITY DEPOSIT (SD):** A Performance Security Deposit/Guarantee equivalent to 7% (seven percent) of the one year contract value less amount of earnest money deposited in cash or by crossed Bank Draft or by way of Bank Guarantee from any scheduled Bank in the prescribed proforma (In case of BG the amount of earnest money will be refunded) on a Rajasthan State Non judicial stamp paper of Rs. 100.00 duly authenticated by the issuing Banker.

4.1. Such Bank Guarantee should be remain valid for 3 months after expiry of entire contract period i.e. from the date of award approximately 6 years.

4.2. It would be preferred that the vendor furnish the guarantee for 6 years period at first instance but if he furnish the BG for less period ( not less than 18 months at first instance) at first instance it will be the sole duty of vendor to get extend the BG well in time to maintain its validity as desired. Even if required by the NIGAM, the validity of the Bank guarantee shall have to be further extended for such period as desired.

4.3. The B.G. is to be furnished in whole Rupees with validity upto last day of required calendar month. Bank commission charges or any other charges, if any, shall be to the Contractor's account.

4.4. "In case of invocation of Bank guarantee issuing Bank must authorize for entertaining the case at the sister branch located in Rajasthan". The Bank guarantee must be from any Nationalized/Scheduled Bank.

4.5. The vendor may furnish Bank Guarantee on stamp paper of native state provided the vendor shall furnish a certificate of Banker that the stamp duty has been paid as per prevailing rules of that state.

4.6. Unless otherwise specifically required to be retained/forfeited by the NIGAM, the Security deposit shall be refundable on request of the contractor after three months on completion of the entire work to the satisfaction of the NIGAM.

4.7. If the contractor fails or neglect to observe or perform any of his obligation under the contract, it will be lawful for the NIGAM to forfeit either in whole or in part at his absolute discretion, the Security deposit furnished by the contractor.

4.8. If the contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the NIGAM shall be entitled to make other arrangements at the risk and expenses of the contractor and the Earnest money deposited by the Contractor shall stand forfeited by the NIGAM.

**4.9. Security Deposit/Guarantee towards cash collection work equivalent to three days average cash collected at ATP collection centers (at present the approximate average monthly cash collection of Jaipur City is Rs 30.0 Crores) as under:**

**4.9.1. Amount equivalent to one-day average cash collected (1 Crore) at ATP collection centers in the form of Bank Guarantee.**

**4.9.2. Amount equivalent to two days average cash collected (2 crore) at ATP collection centers in the form of Fidelity cover by any insurance company to take care of JVVNL's interest.**

**4.9.3. The extent of aforesaid guarantees shall be fixed for initial one year of commencement of the work in full force thereafter the revision will be done annually.**

## **5. CONTRACTOR TO INFORM HIMSELF FULLY**

The Contract shall be considered to have come into force from the date of the issue of Letter of Intent / Letter of Award. The contractor shall be deemed to have carefully examined the General Conditions, specifications, schedules and drawings also to have satisfied himself as the nature and character of the work to be executed and where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the owner or the Engineer shall not be in any way relieve the contractor from his responsibility for the supplying of the plant and equipment and executing the work in terms of the contract including all details and incidental works and supply all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection, safe and efficient working of the plant and equipment if he has any doubt as to the meaning of any portion of the general and any special conditions of contract and specifications, he shall before offering his bid proposal, set-forth the particulars thereof and submit them to the Engineer in writing in order that such doubt, misunderstanding, misconceptions, whatsoever could be allied.

## **6. CONTRACT DOCUMENTS AND AGREEMENTS**

The order placed under this specification shall be governed by the terms and conditions as incorporated in this specification and as given in the detailed work order and its Schedule(s). The terms and conditions as specified in this section if differ from the terms indicated in the detailed work order and its Schedule(s) the latter shall prevail. The contract shall for all purposes be construed according to the Laws of India and subject to jurisdiction of Rajasthan Courts only. For the due fulfillment of the contract, the contractor shall execute an agreement in the prescribed form on Rajasthan State Non-judicial stamp paper bearing stamp duty as applicable. The expenses of completing and stamping the contract agreement shall be borne by the Contractor. Such agreement shall be executed and signed by the competent authority of the contractor on each page thereof. The original copy is only to be executed on the stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement form along with the contract documents together with a 'Power of Attorney' in favour of the Executants shall be required to be returned to the owner within a period of 15 days from the receipt of order duly signed on each page. One copy of the executed agreement duly signed by the purchaser/owner shall be sent to the supplier for his reference. The contract documents shall mean and include the following:

- ❖ Contract agreement along with letter of Intent.
- ❖ Work order and its Schedule.
- ❖ Complete specifications.
- ❖ Bid proposal form and its schedules including price schedule and completion schedules.
- ❖ Power of Attorney in favour of the signatory.

7. **CHANGE OF QUANTITY:** - The owner reserves the right to increase or decrease the ATP collection centers or the equipments required as specified in the accompanying technical specifications as may be necessary, at the time of award of contract or during the execution of the contract. It is intimated that all the consumers under the Sub-Divisions of the circles included in this specification are to be handled by the agency. In case, if any new ATP collection center is proposed during the currency of contract, the vendor has to deploy requisite infrastructure & manpower without any extra cost to JVVNL.

**The collection work is initially for JCC (Jaipur City Circle), which may be extended to district headquarters of other circles on same terms and conditions without any extra cost on account of setup or operations. This includes replication of all facilities by the firm as applicable in JCC. The per transaction charges paid to the firm for a center shall be according to the volume slab rates of the price schedule and will take in account the bill volume of the particular center only.**

8. **DEDUCTION FROM CONTRACT PRICE**

All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be billed by the owner to the contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the owner may then deduct the amount, from any payment due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims.

**9. GRAFTS AND COMMISSIONS ETC.**

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall be, in addition to any criminal liability which it may incur, subject of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

**10. RULES & REGULATIONS:**

The job shall be carried out as per the rules, regulations as prevailed in JVVNL, which shall be made available to the agency. These rules and regulations may be modified by JVVNL from time to time and would be intimated to the Agency for incorporating the same.

The Agency will also follow the labour regulations and the directions of Government and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time.

**11. COMPLIANCE OF LABOUR LEGISLATION:** The tenderer shall discharge its liability of employer/ contractor in respect of personnel to be engaged for service, as said out in EPF and MP Act, 1952 ESI Act, 1948 (in ESI implemented area), workmen's compensation act, 1923 (in non ESI implemented area) contract labour (R&A) Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948 etc. The tenderer is required to get separate code under the provision of EPF and ESI Acts, if not already taken and deposit the employer's contribution along with employee subscription, as per rule and submit copy of challans at the time of claiming payment, as per **clause 32**, failing which an amount equivalent to employer's contribution and employees subscription shall be deducted from his each bill and deposited with the concerned authorities. The tenderer shall be solely responsible for any consequences arising out of breach of any legislation.

12. **SAFETY OF SYSTEM:** The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of collection records, hardware, software, documents, data, other documents and records transferred to it and developed later. These documents and records shall be maintained in updated condition and handed over back to JVVNL in good working order on completion of the contract or time to time as per scope of works as and when required by the JVVNL. Agency shall compensate JVVNL any loss suffered by it due to default of the agency in this respect.

13. **INSURANCE:**

13.1. The agency at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect its interest and interest of the JVVNL against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the JVVNL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of contract shall be of agency alone. The agency's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the agency shall be in a joint name of the JVVNL and the agency. The agency shall, however, be authorized to deal directly with Insurance Company or companies and shall be responsible in regard to maintain of all insurance covers. Further the insurance should be in freely convertible currency.

13.2. The agency shall obtain accident liability insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during course of operation carried out by him for the purpose of complying with his contractual obligations thereof. It shall indemnify JVVNL against any claim from such employees or damage to property what- so- ever while these arise out of or in consequences of the execution of works, operation and all activities to be performed till the successful completion of contract shall be to the account of the agency. The agency shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer to title shall not in any way relieve the agency of the above responsibilities during the period of contract. The agency shall provide the JVVNL with copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted to the JVVNL immediately after such insurance coverage. The agency shall also inform the JVVNL in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time. All costs on account of insurance liabilities covered under the contract will be on agency's account.

13.3. The Clause entitled 'Insurance' under this section covers the additional insurance requirements for the portion of the works to be performed at the site.

- 13.4. The contractor shall take necessary insurance against loss, damage, theft, pilferage, fire, accident and damages during transit from stores to site for all the materials/good either belonging to him or issued to him by the NIGAM for the purpose of execution of work. The insurance shall also cover for loss, damage, accidents occasioned by the contractor in the course of operation carried out by him for the purpose of complying with his contractual obligations thereof. The insurance shall cover the entire cost of materials, collected cash on comprehensive basis during the entire period of contract.
- 13.5. The agency shall take necessary insurance against loss, damage, fire, accidents and damages occasioned by the agency in the course of operation carried out by him for the purpose of complying with his contractual obligations thereof.
- 13.6. The insurance as per this clause No 13 shall be in the joint names of the JVVNL and the agency, so that the JVVNL and the agency are covered for the entire period of contract from the commencement of the contract and shall remain valid up to 30 days from the date of handing over all the works completed in all respects JVVNL.
- 13.7. It will be the responsibility of the agency to lodge, pursue and settle all claims (for all the equipment and cash collected including items provided by JVVNL) with the insurance company in case of any damage, loss, or fire and the JVVNL shall be kept informed about it. The losses, if any, will have to be borne by the agency if the claims are not lodged and pursued properly in time or if the insurance company does not settle the same.
- 13.8. The agency shall replace the lost/damaged materials promptly irrespective of settlement of the claims by the underwriters and ensure the work progresses as per the agreed schedule(s).
- 13.9. The agency shall also ensure the following: -
- ❖ The insurance premium should be one time paid basis.
  - ❖ Deductible franchise should be minimum as per insurance rules. In case of any loss to the extent of deductible franchise, the same shall be borne by the agency.
  - ❖ The insurance should be valid from the date of start of work and shall remain valid up to 30 days from the date of handing over of the work to the concerned superintending Engineer (O&M).
  - ❖ Insurance policy shall be in joint name of Jaipur Vidyut Vitran Nigam Limited and agency.
  - ❖ The agency shall furnish computerized and stamped insurance policy. Insurance cover shall not be acceptable.
  - ❖ A copy of insurance policy shall invariably be furnished to the Chief Engineer (O&M), Jaipur Vidyut Vitran Nigam Limited, Jaipur.
- 13.10. **THIRD PARTY INSURANCE:** The agency shall if and so far as the contract provides indemnify the JVVNL against all losses and claims in respect of injury or damage to property what-so-ever while these arise out of or in consequences of the execution of works and against all claims proceedings, damages, costs,

charges, expenses what- so- ever in respect of or in relation thereto. Accordingly the agency shall before commencement of execution of the works insure against his liability for material or physical damage, loss or injury which may occur to property including that of the JVVNL, or to any person including any employee of the JVVNL, by or arising.

**13.11. REMEDY ON AGENCY'S FAILURE TO INSURANCE:** If the Agency shall fail to effect and keep in force insurance referred in this specification hereof or any other insurance which he may be required to effect under the terms of contract then the JVVNL may effect and keep in force any such insurance and pay such premium(s) as may be necessary for that purpose and from time to time deduct the amount so paid by the JVVNL as aforesaid from any money due or which may become due to the Agency or recover the same as debt from the Agency.

**14. LIABILITY FOR ACCIDENTS AND DAMAGES:**

14.1. The Agency shall be liable for and shall indemnify the JVVNL in respect of all injury to person or damage to property resulting from the negligence of the Agency or his workman or from defective work but not from any other cause.

14.2. Provided that the Agency shall not be liable for any loss or profit or loss of Contract or any other claim made against the JVVNL not already provided for in the contract, not for any injury or damage caused by or arising from the acts of the JVVNL or of any other person or due to circumstances over which the agency has no control, not shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.

14.3. The Agency will indemnify and save harmless the JVVNL against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the JVVNL or his employees) suffered prior to the date when the work shall have been taken over hereof by persons employed by the agency on the work, whether at common law or under the workman's compensation Act-1923 or any other statute in force at the date of contract relating to the question of the liability of employees for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurances to cover such indemnity.

14.4. The agency shall insure against such liabilities with an insurer approved by the Engineer and shall continue such insurance, during the whole of the time that any person(s) are employed by him on the works and shall when required produce to the Chief Engineer (O&M), Jaipur and concerned Superintending Engineer (O&M) such policy of insurance and the receipt for payment of the current premium

**15. MAINTENANCE OF FACILITIES AND PERSONNEL:**



- 15.1. The Agency shall maintain all requisite facilities of its own as required to carry out the work as per the specification.
- 15.2. The Agency shall provide and maintain an Administrative office with requisite infrastructure at Jaipur along with proper staff & facilities shall remain open at all reasonable hours to receive communications.
- 15.3. The agency shall also maintain communication equipments like telephone with fax, mobile phone, Internet etc. for interaction with JVVNL and others.
- 15.4. The Agency shall maintain supervisory and other personnel for efficient operation and management of the work under contract.

S.No.	Type of man power	Man power requirement
1.	<b>Manager</b>	One full time manager at Jaipur for looking after entire operations.
2.	<b>ATP Collection Operator</b>	One collection agent at each ATP collection center to carry out the bill collection work.
3.	<b>ATP System Administrator</b>	One system administrator for controlling/monitoring ATP system.
4.	<b>Back office Staff</b>	Sufficient number of manpower to carry out other activities like payment consolidation, reconciliation and banking transaction for cash and cheque.

- 15.5. Manager shall be available for communication during all business hours.
- 15.6. Agency shall not change the Manager/nodal officer, frequently.
- 15.7. Agency shall immediately inform JVVNL about any change of personnel/contact numbers through Email/post.
- 15.8. The Agency shall furnish documents regarding the experience of the key personnel proposed to be employed by him. JVVNL has right to verify the above at any time.
- 15.9. Agency shall issue identification cards to all its personnel engaged in the work under the contract. The identification card duly signed by Manager of the agency shall be consisting of Bio-Data and photograph of the concerned personnel along with name and logo of the agency. Superintending Engineer (O&M) after countersigning these identification cards will return the same to the agency for distribution to the concerned personnel. The identification cards shall be handed over to the concerned Superintending Engineer (O&M) after the completion of work under the contract.
- 15.10. **NODAL OFFICER:** To interact between the field offices and agency, The Superintending Engineer of respective O&M Circle will act as a Nodal Officer. Similarly, the agency shall communicate the name of the authorized person(s) for each circle that would act as a Nodal Officer(s) from its side.

- 15.11. **SUPERVISORY OFFICER:** The Sr. AO(Rev), JVVNL/ AO(CCC), JVVNL will be the supervisory officer for execution of the contract and he shall be authorised to inspect the work carried out by the agency.
16. **NOTIFICATION:** JVVNL shall complete formalities towards due notifications to all parties involved about bill collected at ATP centers and other relevant data from concerned circle Superintending Engineer (O&M) and the authority of the Agency to act on behalf of JVVNL.
17. **AGENCY'S RIGHTS:** The agency will be given rights to operate in the area during the agreement period for carrying out the work, which shall cease to exist on completion of the said period or on termination of the contract.
18. **CONTRACT AGREEMENT:**
- 18.1. The agency will have to enter into an agreement with JVVNL to be known as "Contract Agreement" setting out all terms, and conditions including those mentioned in this terms & conditions for the proposed work.
- 18.2. The agreement shall set out specific events of default that will entitle the innocent party to terminate the agreement. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.
- 18.3. Agency shall indemnify JVVNL against any claims, demands, costs and expenses whatsoever which may be made against it, because of failure of the Agency or its representatives in the performance of their duties and negligence, any accident or injury to any person.
19. **FALL BACK ARRANGEMENT:**
- Provision shall be made in the agreement that in the event of failure of the Agency to fulfill its obligations, duties and responsibilities as per the agreement terms, JVVNL shall **interalia** have the right, at any time to resort to fall back arrangement. Under this plan, JVVNL shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient, the Agency shall pay the difference to JVVNL, failing which JVVNL shall have right to recover the sum through legal or other means.
- The JVVNL shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other agency as it may deem fit and no claim of Agency for compensation in this respect shall be entered.

20. **GOVERNING LAWS AND JURISDICTION**: the Indian Law shall govern the agreement. Only appropriate courts in Jaipur shall have exclusive Court Jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.

21. **JURISDICTION FOR LEGAL PROCEEDINGS**: The contract shall be governed by the laws of India for the time being in force and be subject to the court of competent jurisdiction at JAIPUR CITY (RAJASTHAN) INDIA. All disputes, differences questions whatsoever arising between the JVVNL and the agency upon or in relation to or in connection with the contracts shall be deemed to have arisen at JAIPUR CITY only and no court other than court at Jaipur, Rajasthan shall have jurisdiction to entertain or try the same.

22. **SETTLEMENT OF DISPUTES**: In any time any question, dispute or difference what so ever which may arise between the JVVNL and the agency, the same shall be decided by the MD, JVVNL, Jaipur or by the settlement committee constituted by him and shall be final and binding on both the parties.

The JVVNL has constituted settlement committee to settle the disputed cases. For the disputed amount up to Rs.2.5 Lac the case may be referred to the CE level settlement committee and if the disputed amount is more than Rs.2.5 Lac the case shall be referred to the corporate level settlement committee. The non refundable fees for referring the case to the settlement committee are as given below or prescribed time to time:

- ❖ Reference fee for CE level settlement committee - Rs.300/-
- ❖ Reference fee for corporate level settlement committee- Rs.3000/-
- ❖ Fee for review of cases by corporate level settlement committee- Rs.1000/-

The settlement committee fees as shown above or prevailing at that time shall be deposited in cash with the AO (JCC).

23. **CONDUCT OF AGENCY'S STAFF**: If any of the Agency's employees shall in the opinion of JVVNL is guilty of any misconduct or incompetence or negligence, then if so directed by JVVNL, the Agency shall at once remove such employee and replace him by a qualified and competent substitute. **It is clarified that all the field persons/collection agent deployed by agency shall be in uniform (to be prescribed by agency) with badge & shall have identity card to be issued by JVVNL on agency's recommendation. The collection agents shall only be deployed after police verification and acknowledgement be sent thereof to JVVNL.**

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

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

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

26. **FORCE MAJEURE CONDITIONS:** If at any time during the currency of the contract the performance in whole or in part be prevented or delayed by reason of any war hostility acts of public enemy, civil commotion, sabotage, fire floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of god (hereinafter referred to as Events) then provided Notice and adequate proof of the production/dispatch having suffered on account of these events is given within 21 days from the date of occurrence thereof the provision of penalty Clause of this specification shall not be invoked by the purchaser provided further that the deliveries under the contract shall be resumed, as soon as practicable after such event (s) has ceased to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that in case the strike/lockout prolongs beyond a period of seven days, the supplier shall immediately inform about to the purchaser in which case the purchaser reserves the right to procure the material equipment on order or part thereof from any other source at the risk and cost of the supplier.

**27. CONTRACTOR'S DEFAULT:**

27.1. If the contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the nodal officer/ representative of Discom in connection with the works or shall contravenes the provisions of the contract, the owner may give notice in writing to the contractor make good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the owner shall think fit, it shall be lawful for him without prejudice to any other right he may have under the contract, to take the works wholly or in part out of the contractor's hands and re - contract with any other person or persons complete the works or any part thereof and in that event the owner shall have free use of all contractor's

equipment that may have been at the time on the site in connection with the works without being responsible to the contractor over the same, and the owner shall be entitled to retain and apply any balance which may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the contractor shall have to pay if the completion of works is delayed.

27.2. In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works. The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

28. **COMPLETENESS OF CONTRACT:** The contract shall be considered completed on termination of the contract period after full handing over of data, documents or material as per **clause 3** of this section and clearing all dues towards the agency.

**29. INSPECTIONS AND TESTING:**

**The following clauses shall be applicable as per the requirement of this tender**

29.1. The nodal officer/ representative of Discom and his duly authorized representative shall have at all reasonable times access to the contractor's premises of works and shall have the power at all reasonable time to inspect the facility. The contractor shall obtain for the nodal officer/ representative of Discom and for his duly authorized representative permission to inspect contractor's own premises.

29.2. The nodal officer/ representative of Discom shall on giving seven days notice in writing to the contractor setting out any grounds of objections which he may have in respect of the work not in accordance with the contract or are in his opinion detrimental to Discom's reputation for any reason whatsoever, be at liberty to take suitable action against the agency.

29.3. Before commencement of operation, the Discom shall verify the facility, infrastructure and equipments of ATP collection center as per the contract terms and specification subsequent to intimation by the agency about readiness of a ATP collection center.

30. **SALES-TAX / SERVICE TAX :** The payment of State Sales tax / Service tax / Central Sales tax / Service tax shall be made only on furnishing the following certificate, which may be affixed on the bills preferred, or the material Supplied.

**30.1. SALE TAX / SERVICE TAX CERTIFICATE**

30.1.1. Certified that the goods on which sales tax / Service tax / Service tax has been charged have not been exempted under the central sales-tax act / state sales-tax act / Central Excise Tax act and that the charges on account of sales-tax on these goods are correct under the provisions of the relevant act or the rules made there under and that in case of supplies against regular contract, the relevant contractor also includes a specific provisions that the sales-tax is payable by the J.V.V.N.L.

30.1.2. Certified further that we-----are registered as dealers in the state of-----under registration No. -----for the purpose of Central/State Sales-Tax/ Central Excise Tax.

30.1.3. Certificate for RST as per Rajasthan Sales tax / Service tax Act and (c) form(s) as per Central Sales-Tax Act will be issued by the Account Officer (Proc.1), JVVNL, Jaipur to the supplier on his request on completion of the entire supplies under order and on furnishing the copies of the relevant invoices together with the above declaration certificate.

30.1.4. In no circumstances certificate for RST and "C" form shall be issued along with letter of acceptance/purchase order and shall not be demanded by the supplier through bank on presentation of the dispatch documents.

30.1.5. In case the sales-tax assessment of the supplier(s) become due become completing the entire supplies against the order, certificate for RST and C Form (s) for the supplies made shall be issued on specific request of the supplier made at least 10 days before the due date of sales-tax assessment on fulfilling the requirement of sub Clause(s)

31. **MODE OF PAYMENT:** The invoices shall be correctly prepared in quadruplicate in the name of consignee(s)/ designated officer and shall be submitted as under: -

**31.1.** The agency shall furnish the monthly bills for bill collection to the designated officer, by 7<sup>th</sup> of each month for the work carried out during the last month, which after verification the same will send to A.O (JCC). The payment shall be paid on or within 30th days from the date of receipt of verified invoices in accounts section or as per the prevailing payment policy in JVVNL.

31.2. The A.O. after receiving the verified bills from the officer designated, will arrange the payment accordingly. Following documents shall be submitted along with the bills.

- ❖ A certificate/undertaking to the effect that proof of excise duty/ Service charges at actual as has been claimed and other relevant documents for reimbursement of charges paid by the supplier on behalf of the purchase, have been enclosed with the original invoice.

- ❖ The bidder shall have to furnish the necessary MIS/output reports (Hardcopy and softcopy).

31.3. It is intimated that in any case the vendor shall not try to adjust his due payment towards the service charges from the deposited revenue, in such happenings the same shall be considered as embezzlement.

32. **TERMS OF PAYMENT:** The terms of payment for various items as mentioned in financial offer (BOQ.xls) shall be made as under

**32.1. TRANSACTION CHARGES**

32.1.1. The payment shall be made on monthly basis for the bill collection work and generation of operational and other MIS reports for the circle.

32.1.2. The transaction charges /bill collection charges shall be paid as per the slab rates for volume of monthly bills collected at ATP collection center.

For example, if the approved rate of transaction charges is Rs. P and Rs. Q per transaction for volume upto 1000 bills per months and for 1001-3000 bills per months respectively. The corresponding charges for 2000 bills in a month at any ATP collection center shall be:

Rs. 1000 x P + Rs. 1000 x Q.

32.1.3. The contractor shall furnish the monthly bills, all reports & MIS in soft copy as well in hard copy and data in prescribed formats in soft copy, to the designated officer for the work carried out during the last month, 95% of bill amount shall be made on 30 days. Remaining 5 % will be released after submission of annual reports, annual ledger to JVVNL in duplicate) and in soft copy and verification thereof, by concerned officer.

33. **SUSPENSIONS OF WORKS:** The purchaser shall not be liable to pay the contractor any compensation whatsoever arising from suspension or for idle labour.

**34. DEATH BANKRUPTCY ETC.:**

34.1. If the contractor shall die or dissolve or commit any act or bankruptcy or being a corporation commence to be wound up except for reconstruction purpose or carry on hits, business under a receiver, the executors successors, or other representatives in law of the state of the contractor or any such receiver, Liquidator, or any persons to whom to the contract may become vested shall Forth with given notice thereof in writing to the purchaser and shall for one (1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the contractor subject to his or their providing such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining relieve unexecuted provided however that nothing above said shall be deemed to relieve the contractor or his successors of his or other their obligations under the contract under any circumstances. In the event of stoppage of the work the period of the option under this clause shall be seven (7) days only. Provided that, should the above option be not exercised, the contract may by terminated by the purchaser by notice in writing to the contractor and the same power and provisions

reserved to the purchaser in **clause 3** in the event of taking the work out of the contractor's hand's shall immediately become operative.

34.2. Change of name of the tenderer/supplier at any stage after tendering, the purchaser shall deal with the contractor only in the name and at the address under which he has submitted the tender. All the liabilities/responsibilities for due execution of the contract and if in circumstances he shall be relieved of any obligation under the contract. The purchaser may, however at his description deal with Agents/Representatives/Distributors/Manufacturers/ Associates Principals/ Sister Concerns and such dealing shall not absolve the supplier(s) from his responsibilities/obligations/liabilities so the purchaser under the contract. Any change/alteration of name/constitution/organization of the supplier shall be duly notified to the purchaser, and the purchaser reserves the right to determine, the contract, in case of any such notification in the event of such determination the purchaser may effect the purchase of the material not supplied from elsewhere at the risk and cost of the tenderer/supplier.

**35. PRICE:**

35.1. The bidders are required to quote variable prices.

35.2. The price quoted should be variable without any ceiling as per formula annexed at Annexure-A

35.3. Price variation shall be computed as per Annexure-A at start of every financial year and transaction charges shall be deemed revised accordingly, effective from the month of April.

35.4. The prices quoted should be inclusive of all service and other taxes in accordance with the format given at Financial offer: Guiding Note.

36. **GUARANTEE:** The entire system/ Software's should be guaranteed for satisfactory operation and good workmanship at least for a period of 5(FIVE) year from the date of final installation / commencement of actual operation and acceptance. Successful tenderer shall furnish documents related to the hardware and license certificates of the standard software an undertaking for the above, as well as all the related documents of the custom software, if any.

37. **FAILURE TO EXECUTE THE CONTRACT:** Suppliers failing to execute the order placed on them to the satisfaction of the Nigam under terms and conditions set forth therein, will be liable to make good the loss sustained by the Nigam, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Liquidated Damages and forfeiture of security deposit.



38. **NON-ASSIGNMENT:** - The supplier shall not assign or transfer the contract or any part thereof to any agency/ personal during the currency period.
39. **EFFECTING RECOVERIES:** Any loss, arising due to non-fulfillment of this contract or any other contract, will be recovered from the Security & Performance Deposit/ Guarantees held and or any other amount due to the supplier from the Nigam from this Contract as well as from other contracts.
40. **RESPONSIBILITY:** The agency shall be fully responsible for safeguarding entire facility, infrastructure, equipments and its manpower at the ATP collection centers. The agency shall assess the safety and security requirements of these centers by its own and take adequate majors to maintain the same.
41. **ACCEPTANCE OF CONTRACT:** The successful Bidder will be forwarded three sets of work order, two of which will be signed (each page) by him/his authorized representative in token of his accepting the contract and returned to the authority placing the order within 15 days of its issue, failing which, his EMD is liable to be forfeited.
42. **LIQUIDATED DAMAGES AND PENALTY:** Following liquidated penalties are applicable:
- 42.1. Delay in commencement of cash collection work(for ATP collection centers): Rs. 1000/- per day per unit subject to maximum of Rs 3,00,000/-
- 42.2. If the vendor delays in depositing the collected revenue within the defined period. In case of the delay the penalty shall be equivalent to 15% interest /per annum or the CC rate which ever is higher for per day or part thereof on the collected revenue deposited.
- 42.3. **PENALTY FOR INCORRECT COLLECTION:** Rs. 10/- per bill and no payment shall be made for wrong.
- 42.4. **PENALTY ON DELAY IN OPENING OR EARLY CLOSURE OF THE ATP COLLECTION CENTER (DAILY OPERATION):** Rs 500/- per day per ATP collection center or part thereof.
- 42.5. **PENALTY FOR INTERRUPTION IN SERVICE:** If the bill collection services are affected due to any defect in equipment, connectivity or any other reason under scope of the agency, a penalty of Rs.200 per hour per ATP collection center shall be applicable.
- 42.6. **TOTAL PENALTIES:** 42.2 to 42.5 shall not exceed 5% of total monthly bills for a particular month of the respective circle.

43. **CLIMATIC CONDITIONS:** The system are for use in Jaipur Discom and should be satisfactory for operation under tropical conditions in the area of Jaipur Discom and shall be able to maintain the desired output and withstand a wide range of temperature & climatic experience in Jaipur city.
- ❖ The ambient temperature will be within the range of 0 Degree Centigrade to + 55 Degree Centigrade.
  - ❖ The altitude will be less than 500 meters.
  - ❖ The maximum & minimum atmospheric humidity will be in the range of 95% & 10 % respectively.
  - ❖ Average Number of thunderstorm days per annum is 65.
  - ❖ Average Number of dust storm days per annum is 15.
  - ❖ Average Number of rainy days per annum is 65.
  - ❖ Average annual rainfall is 100 cm.
  - ❖ The climatic conditions are prone to wide variation in ambient condition and equipments offered under this specification shall be suitable for installation at any of the location within jurisdiction of JVVNL.

### SECTION-III PART-1 PRE-QUALIFICATION REQUIREMENT

1. **INTRODUCTION:** This section covers the minimum requirement with respect to experience, capability and other particulars of the Bidder to be considered eligible for participation in the bid for the proposed work. The BIDDER shall become eligible to bid on satisfying the following “BID QUALIFICATION REQUIREMENTS” and on production of the required documentary evidences along with the Tender.
  
2. **BID QUALIFICATION REQUIREMENTS:** The Bidder must possess the following requirements. It is clarified that the offer of those bids who do not qualify the following requirements shall not be entertained and the same shall be considered as disqualified. It is also intimated that merely meeting the following requirements does not indicate that the Bidders shall be short listed for opening of financial bid. The short listing shall be made considering all the technical parameters furnished by the Bidder along with the technical offer:
  - 2.1. The bid must be made by a single Bidder.
  - 2.2. The Bidder must possess ISO 9001:2000 for Manufacturing/IT/Software/ Revenue/Financial services. Necessary Valid certificate should be enclosed with the bid.
  - 2.3. The Bidder should have executed/under execution/handled, one or more contract for consumer billing/cash collection/consumer services/Customer care center for at least 1,50,000 consumers per month for one year during last 3 years i.e. from 1 April 09 or should be a reputed ATP (Any Time Payment) machine manufacturer.
  - 2.4. Annual turn over of the firm should not be less than Rs.10 (Ten) crores in any one year of last three financial years i.e. Apr 09 to march-12 and total turn over for last three year should not be less than 15 crores. Certified balance sheet for the same has to be attached.
  - 2.5. The Bidder should have reputed background and should be established in business at least for the past 3 years.
  - 2.6. The Bidder shall have the required hardware/software tools for carrying out the service. Bidder shall give a brief write-up on the facility i.e. Hardware /software tools, available with them.
  - 2.7. The Bidder should have necessary trained and experienced staff to carry out this project. Bidder shall provide details of experience of their personnel, who are likely to be involved in this project.
  - 2.8. The Bidder has to furnish original bank solvency/credit worthiness certificate from any scheduled bank for execution of 3 Cr. Project.

THE OFFERS OF BIDDERS NOT SATISFYING THE ABOVE “BID QUALIFICATION REQUIREMENTS” LIKELY TO BE REJECTED

3. **QUALIFICATION CRITERIA:** Qualification will be assessed upon meeting all the minimum criteria regarding the applicant's general and particular experience, personnel capabilities, infrastructure availability financial position, system proposed, methodology and plans to be adopted as detailed in the Bidder's response to **Schedule I**. Merely on the basis of qualifying the requirements as per **clause no. 2** of this section does not mean that the Bidder is short listed /qualified for opening of financial offer.

JVVNL reserves the right to waive deviations, if they do not materially affect the capability of an applicant.

- 3.1. **PERSONNEL CAPABILITIES:** The Bidder shall ensure that deputed personnel are trained and experienced for execution of the contract and for operation and maintenance period so that all activities are carried out under highly professional and sound management. As such, as possible the agency shall not change the office in charge / nodal officer, frequently. The Bidder shall furnish documents regarding the experience of the key personnel proposed to be employed by him.

The experience for such personnel shall not be less than the following, for which the Bidder shall furnish the details of the employees to be deployed after awarding of contract; **necessary undertaking along with the bid shall be attached to comply-with the following requirement.**

3.1.1. **Manager:** The candidate must be Diploma/ Degree in Engineering/M.C.A/MBA with at least 3 years of experience to handle such works.

3.1.2. **ATP operator:** These persons must be presentable and have graduate degree, trained to handle the ATP machine.

**JVVNL has right to verify the above at any time.**

- 3.2. **INFRASTRUCTURE & TECHNOLOGY AVAILABILITY:** The Bidder should confirm that he will own or have assured access to [through hire, lease, purchase agreement or other means] sufficient number of equipment adequate technology for smooth & speedy execution of all activities of the proposed work. The Bidder should spell out the details of infrastructure facilities and technology he shall provide for the proposed job.

- 3.3. **FINANCIAL CAPABILITY:** The Bidder has to assure that he has access to or have available required funding at credit or other financial means sufficient to meet the cash flow needed.

**SECTION-III PART-2 GENERAL INFORMATION AND GEOGRAPHICAL AREA UNDER SCOPE**

There are total about 6.5 lacs of consumers spread in 32 subdivisions of Jaipur city circle. The sub division/division and consumers may increase or decrease. At present approximately 3 lacs bills are generated per month. At present there are about 55 collection centers in Jaipur city.

The agency has to establish ATP collection centers at the location listed below. The premises are owned by JVVNL and room of suitable size shall be provided to the agency for these centers. Any civil work required for commissioning of the ATP machines and creating suitable approach to consumers through door or window shall be carried out by the agency.

**Table1 : Details of average volume of collection counters at present**

<b>S.NO.</b>	<b>Location</b>	<b>Total Bills Annually</b>	<b>Total Amount Annually (Rs.)</b>	<b>High Volume ATP CENTERS</b>
1	Ajmeri Gate 1	39559	318563449	YES
2	Ajmeri Gate 2	35910	237407116	YES
3	Ajmeri Gate 3	20575	272143679	YES
4	Ambabari	9422	93537124	NO
5	Amer	18799	46964648	NO
6	Adarsh Nagar	27584	148130366	YES
7	Bhankrota	23697	154119828	YES
8	Bindayaka	8518	72521719	NO
9	Bhrahmpuri	13985	24051077	NO
10	Choti Choper	21079	49613246	YES
11	Chomu House	46393	418164184	YES
12	Central Spine	39285	181032630	YES
13	Durgapura	26186	151507064	YES
14	Hawa Sadak	5636	20115871	NO
15	Heerapura	23565	50974390	YES
16	Hida Ki Mori	42947	92968836	YES
17	Harmada	9810	13522334	NO
18	Indira Market	7390	29288062	NO
19	Jagatpura	37183	90761748	YES

20	Jhotwara	48898	138724361	YES
21	Panchwati	42961	194119572	YES
22	Jyoti Nagar-1	14733	62407101	NO
23	Jyoti Nagar-2	16934	67931721	NO
24	Khasakothi	13128	129999220	NO
25	Mansarover-1	48459	199916429	YES
26	Mansarover-2	6995	21573026	NO
27	Malviya Nagar-1	19204	161859938	NO
28	Malviya Nagar-2	45519	129608240	YES
29	Murlipura	62540	162833711	YES
30	Murlipura Scheme	14689	23147190	NO
31	Purana Ghat	44373	64303976	YES
32	Pratap nagar	45343	115711816	YES
33	Powerhouse-2	27776	265347505	YES
34	Rambagh-1	24459	183961914	YES
35	Rambagh-2	25628	177384372	YES
36	Ramganj Chopad	15210	22872635	NO
37	Manasarover SFS	8051	75330762	NO
38	Sanganer	49835	205640444	YES
39	Sitapura	12186	227804604	NO
40	Sri Ji Ki Mori	49306	179794190	YES
41	Malpura Gate	18871	24707632	NO
42	Shastri Nagar-1	31185	74460401	YES
43	Shastri Nagar-2	30186	81713752	YES
44	Takiya Ki Chowki	16380	24125061	NO
45	Vidhyadhar Nagar	47881	216765544	YES
46	VKI	13920	334549804	NO
47	Vaishali Nagar	34805	242963348	YES

48	Secretraiat	1394	4896175	NO
49	New Location			NO
50	New Location			NO

## SECTION-III-PART-3 PRESENT COLLECTION SYSTEM & OVERVIEW OF THE PROPOSED SYSTEM

### 1. PRESENT COLLECTION SYSTEM:

The Bidder before furnishing the bid may study the present collection system of JVVNL for which he may contact Sr. AO (Rev.)/ AO (CCC) JVVNL Jaipur.

### 2. OVERVIEW OF THE PROPOSED SYSTEM:

- 2.1. The ATP cash collection centers shall be equipped with Any Time Payment (ATP) kiosks.
- 2.2. Some of the collection centers where volume is high have been categorized as “High Volume” centers.
- 2.3. The ATP counters shall be opened on 24 hrs basis and manned by one ATP operator for limited time applicable as per the category of the center.
- 2.4. The ATP machines shall provide an easy self service interface to the consumers for payment of electricity bills through cash/cheque/DD/credit card modes.
- 2.5. After successful completion of the transaction an acknowledgement receipt shall be generated by the machine.
- 2.6. At end of the day, the agency shall collect cash/cheque from each location for remittance into the bank.
- 2.7. The cash collected on a day shall be credited to JVVNL’s bank account(s) on the next day.
- 2.8. All the cheques/DD payable to JVVNL shall be deposited to the JVVNL’s bank account by the agency on the next day and be updated in the system.
- 2.9. Trained operators are to be provided at ATP collection center.
- 2.10. The agency shall have to maintain one centrally located administrative office to carry out the back office activities like reconciliation, cheque/bank management, MIS, reports generations and other managerial tasks.
- 2.11. All the ATP machines shall be configurable and monitored through a central system.
- 2.12. Various MIS/Output reports shall be available through internet in real time basis.



## SECTION-IV SCOPE OF WORK

### 1. GENERAL DESCRIPTION:-

Jaipur Vidyut Vitran Nigam Ltd. [hereinafter to be referred to as JVVNL] invites offers from competent agencies for entering into the work of **“SETTING UP OF ANY TIME PAYMENT (ATP) TOUCH SCREEN KIOSKS ON BUILD, OWN, OPERATE & MAINTAIN (BOOM) BASIS AT VARIOUS LOCATIONS IN JAIPUR CITY FOR A PERIOD OF (5) FIVE YEARS”** to facilitate its consumer to deposit their energy bill on the 58 exclusive centers across Jaipur city, so as to improve consumer satisfaction & cash flows.

The agency shall deploy the requisite infrastructures at its own cost and JVVNL shall pay the transaction charges on per bill basis. The ATP application shall be integrated with the existing spotbilling system or the proposed R-APDRP billing system of JVVNL. The ATP system shall fetch latest details of the bill from the JVVNL billing system and post payment details after successful completion of the transaction.

### 2. DETAILED SCOPE OF WORK:

The scope of the work is sub categorized in following activities:

S.No.	Name of activity
1.	Setup of ATP Collection centers and administrative office
2.	Deployment of ATP Kiosks
3.	Deployment of manpower
4.	Setup of software for ATP Administration
5.	Payment Collection, Remittance & Reconciliation
6.	MIS/Output report generation & distribution

#### 2.1. SETUP OF ATP COLLECTION CENTERS AND ADMINISTRATIVE OFFICE

- a. The agency shall have to operate designated ATP collection centers at location specified in **Section III Part- II.**
- b. The agency shall have to maintain an administrative office in Jaipur.
- c. The suitable collection center accommodation with free electricity shall be provided by JVVNL.

- d. Other items like cable required for networking, cables for power supply, fire extinguisher, earthing, table & chair for operator, fans & coolers/AC and communication facility have to be maintained by the agency on its own cost.
- e. Maintenance of ATP collection center like cleaning and lighting shall be the responsibility of the agency.
- f. The ATP collection centers are primarily for deposition of electricity bills. However, JVVNL may use these counters for extending other services like providing duplicate bills, new connection & other request forms, etc through these counters. No extra payment shall be made against such use.
- g. Retired army/police personnel may be deputed as security guard on all high volume ATP collection centers.
- h. The Agency shall have to arrange secure cash collection van to collect all cash deposited at all ATP collection centers at end of the day.
- i. The ATP collection centers shall have a prominently placed glow signed board of 2" x 4" size.
- j. Timings of High volume ATP collection center:**

- ❖ Monday to Saturday

- With ATP operator - 8:00AM to 8:00PM

- Without ATP operator - Remaining hours of the day

- ❖ Sunday (Holidays: National Holidays, Holi & Deepawali)

- With ATP operator – 10:00AM to 3:00PM

- Without ATP operator - - Remaining hours of the day

**Timings of other ATP collection center**

- ❖ Monday to Saturday

- With ATP operator - 8AM to 4PM

- Without ATP operator - - Remaining hours of the day

- ❖ Sunday & Holidays

- Without ATP operator - 24 Hours

## **2.2. DEPLOYMENT OF ATP KIOSKS**

2.2.1 The agency shall deploy the Any Time Payment – ATP machines with following specifications and features:

### **2.2.1.1 Detailed Specification for Any Time Payment machine via Cash/ Cheque/ Credit Cards**

The machine should be designed for collection of payment from Customers by Cash, Cheque/Demand Draft, and Credit/Debit Cards against the utility bill. The ATP machine may be unmanned and shall be operated by the Customers themselves. Therefore, the design is very rugged and tamper-proof. These are also meant for a 24- hour duty cycle.

**A) The ATP machines shall provide following functionalities:**

- Provision to accept input from consumer via touch screen.
- Scan bar code.
- Read Magnetic Ink Character Recognition (MICR) fields.
- Provision for swiping/reading credit/debit cards, ready with backend integration with respective gateways.
- Printer with auto cutter, for printing the receipt.
- Issue receipt on every payment made, in case, receipt cannot be printed for any reason, consumer should be informed prior to making the payment.
- Print consumer details on back of cheque in case of cheque payments.
- The on-screen display should be available in Hindi and English, with user having the option to switch between the languages.
- Audio announcement on all payment steps.
- The software version can be configured/updated/patched remotely from a central server.
- The status/reports can be generated remotely from a central server.
- Integrated web-cam (data storage up to 7 days).
- Provision of auto-shutdown/auto-lock in case device senses suspicious activity. In addition, alarm should be triggered at central server/maintenance administrator.
- Keyboard and mouse inside main cabinet for service purposes.
- Safety chest inside the enclosure, for depositing the Cash/Cheques accepted by the machine. The chest should have mechanical as well as Software Controlled Electronic Locking arrangement.
- UPS for backup up-to 2 hours.
- Anti-glare screen for visibility during high sunlight.

**B) The main components of the ATP machine:**

The ATP machine shall consist of following hardware components on the minimum. However, if higher versions/addition of any hardware is required for proper operation of the ATP system, the same shall be supplied without any additional cost to JVVNL.

**i) Central Processing Unit:**

- Mother Board with Intel I3 or above processor, 4 GB RAM, 350 GB UDMA/SATA HDD or higher appropriate for 7 days storage of integrated web cam feed, DVD Drive with Multimedia and Speakers, 4 Serial Ports and 2 Parallel Ports and Windows OS with antivirus software.
- A Key Keyboard and Mouse, inside the main cabinet for service purposes.
- User Interface: 17" LCD Display with Capacitive Touch Screen.

**ii) Barcode Scanner:**

- Barcode Scanner for automatic capture of data from the barcode on the vouchers or bills presented by the customer.
- It should be capable of reading barcodes of all popular symbologies, including code 128, with up to 36 characters.
- Should be suitably mounted in the front panel of the machine such that it is not physically accessible to the Customers.
- A receptacle should be provided below it, for placing the bill, with proper directions for alignment of the barcode, so that the bill placed by the Customer can be scanned.
- An alignment diagram should be provided in the receptacle to assist the Customer to properly place the bill in the receptacle.

**iii) Cash Payment Module:**

- The module should be configurable to accept various feasible denominations of Indian currencies against cash payments from the customers.
- The module should be capable of identifying and rejecting fake currencies as per the rules defined which could be further configured/enabled/disabled/updated by the administrator.
- There is no requirement of collecting coins. The customer should be able to pay in excess (rounded off to nearest Rs. 10)

**iv) Cheque Payment Module:**

In case of cheque payment, the machine should read the MICR Characters in the Cheques/Demand Drafts offered by the Customers using the inbuilt MICR Reader. The consumer/transaction details should be printed (using the integrated printer) on the backside of the cheques that are accepted by the machine, prior to being deposited in the Safety Chest.

Credit Card Payment: The ATP machine shall support payment through credit card under integration with payment gateway.

**v) Receipt Printer:**

An Alphanumeric printer, with Auto Cutter, should be provided for printing and delivering receipt to customer, as a record for remittance of payment.

**vi) Safety Chest:**

A safety chest for depositing the Cash/Cheques accepted by the machine. SC should have Mechanical as well as Software Controlled Electronic Locking arrangement.

**vii) Networking:**

The device should have the provision to be in network through a built-in 10/100 MBPS Network Interface for LAN or through an internal 56 KBPS Dial up Modem.

The network connectivity will be used for following purpose:

- Fetching billing data from JVVNL billing system in realtime.
- Posting transaction detail to JVVNL billing system / ATP system upon success.
- Pushing software updates/patches to ATP from the central server/system.
- Monitoring status from central server/system.
- Generating MIS reports.
- Credit/Debit card gateway.

The agency shall have to arrange for the network connectivity suitable for operation of the ATP system.

**C) ATP System Operation**

The machine should normally be in the Sleep Mode. The device should get automatically started when:

- Customer inputs via touch screen.
- Customer places the Voucher/Bill in the designated location, (under Barcode Scanner), Suitable prompts should be provided for proper User guidance.

The machine should go to sleep mode automatically after pre-defined time of inactivity. This time should be configurable.

The Barcode Scanner attached will automatically capture the barcode data from the voucher/bill and display the parameters in pre-designated fields on the screen.

Once the parameters are displayed in the Monitor, the field where the amount that is to be paid is displayed will flash. The machine then prompts “Please enter amount”. The Customer reconfirms the amount by entering the same through Touch Screen Keypad and pressing <Enter>. There should be a provision to cancel the amount entry at any point, prior to pressing <Enter>.

Once the amount is entered and confirmed by the Customer, the machine will prompt “Please select payment mode Cash/Cheque/Card”. The Customer then selects the payment mode and then inserts the cash /cheque/card through the designatory slots. Diagram on how to insert the cash/cheque/card should be printed below this slot. The cheque is automatically taken in by a transport mechanism and parameters such as Cheque Number etc are ready from the MICR fields. These parameters are displayed in the pre-designated fields in the Monitor. Cheques that could not be read properly will be returned to the customer and the machine will prompt “Cheque not read properly”.

Once the cheque is read properly and accepted or Cash is accepted or card payment is succeeded, machine will print a receipt of the payment and deliver to the User. The receipt contains the following information.

- Machine Number.
- Date and Time
- Customer Account Number
- Voucher/Bill Number
- Voucher/Bill Date
- Voucher/Bill Amount
- Payment mode
- Cheque Name (In case of check payments)
- Last 4 digit of the debit/credit card
- Card Type
- Amount (As entered by the Customer)
- Unique Receipt/Transaction No should be generated from the system.

Simultaneously in case of cheque payments, machine initiates the Cheque payment sequence.

The transaction details, as indicated below, should be printed on the backside of the Cheque.

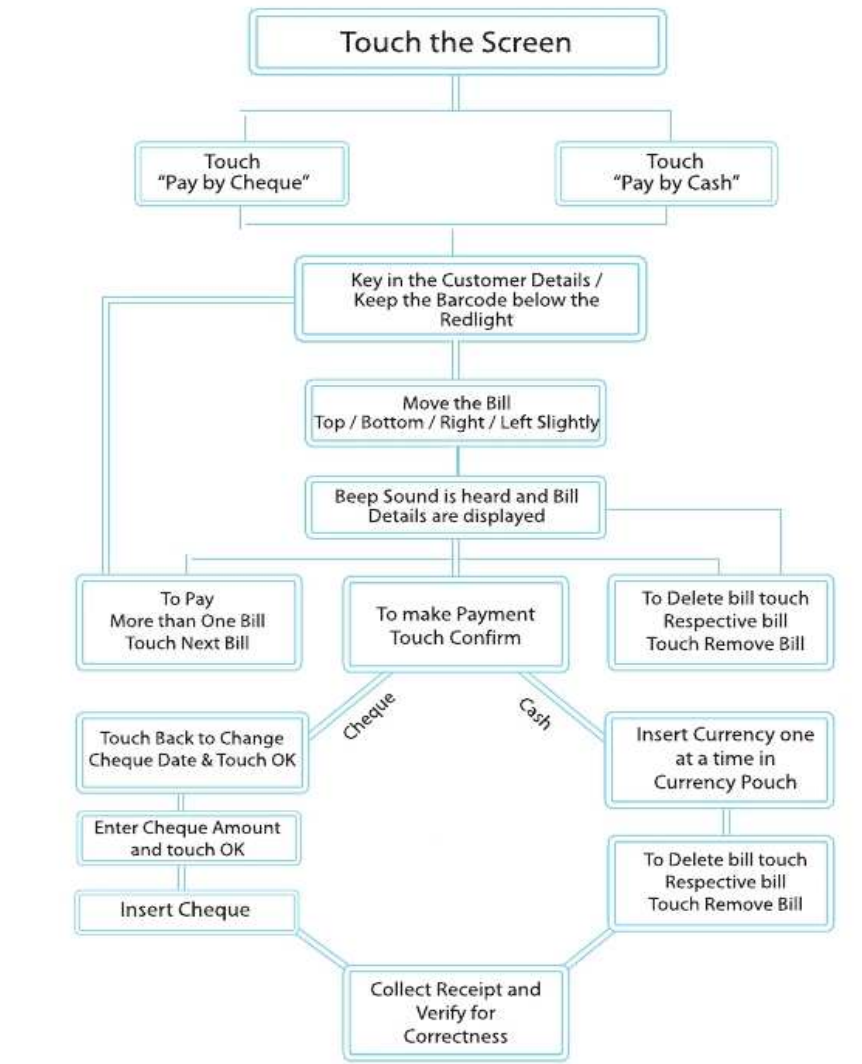
- Machine Number.
- Date and Time
- Customer Account Number

- Voucher/Bill Number
- Voucher/Bill Date
- Voucher/Bill Amount
- Cheque Name
- Amount (As entered by the Customer)
- Unique Receipt/Transaction No should be generated from the system.

The cheque is then dropped into the Chest. Sensors should be placed at various stages to sense and register the correctness and completion of the sequence.

If there is any inordinate delay on the part of the Customer in completing one state of operation and moving over to the next stage, the system should prompt “Do you want to proceed with the remittance”. If there is no confirmation by pressing <Enter>, then the machine considers that the cycle is aborted and falls back to the sleep mode.

#### **D) Illustrative flow of ATP Payment Process**



**E) Enclosure Design, Safety and Security**

As the machine may be installed at unattended locations and is used by the Customers themselves, the cabinet design should be rugged and tamper proof. All fastening should be done from the interior of the cabinet such that none of these fasteners are accessible from outside.

If anybody tries to force open the door, without taking the machine into the supervisory/Maintenance Mode, after entering Supervisory/Maintenance Login Name and Password, there should be a loud Audio Alarm to attract the attention of the Supervisor or the Public. Machine should upload the details of the tamper to the designated Server.

The cabinet locks should be fool proof and flush with the body of the cabinet. There should not be any levers projecting out.

There should be provision of sounding hooter/siren/alarm for tamper events.



**F) INSTALLATION & COMMISSIONING:** Agency shall be responsible for installation and configuration of ATP supplied to the satisfaction of the JVVNL. This shall included but not be limited to:

- Installation of ATP machines with ready infrastructure at all ATP collection centers across the Jaipur.
- Installation of hardware, UPS, networking devices and other supporting infrastructure at ATP ATP collection centers, including connectivity necessary to run the collection software and maintained by the agency. The facility shall be exclusively for JVVNL's use and not on shared basis.
- Demonstration of all features of the ATP system.
- Acceptance testing of the system thus implemented to the JVVNL's satisfaction.
- Installation of any other supporting software/tools.
- System administration at server level. Comprehensive maintenance of system including regular and emergency maintenance.
- Complete integration with JVVNL billing system for fetching billing data and posting payment record.
- Integration with payment gateway for Credit Card payments.

2.2.2 The communication link for the collection shall be connected with minimum 256 KBPS connectivity preferable lease line or VPN broad band or any network may be arranged by the vendor.

2.2.3 The agency shall also arrange for furniture or fixtures required for these machines on its own cost.

2.2.4 The agency shall maintain these equipments under good running conditions for the entire contract period and ensure prompt support in case of any machine failure.

2.2.5 Any extension to the existing electrical or LAN connection required shall have to be arranged by the agency on its own cost.

2.2.6 In order to ensure proper maintenance support for these devices, the agency must enter into a maintenance contract with the OEM qualified and professional equipment service companies, for entire duration of the contract.

2.2.7 The agency shall be liable to the system during the contract period i.e. up-to 5 years, which includes regular and emergency maintenance.

**The contract shall be valid for 5 years at first instance.**

### **2.3. DEPLOYMENT OF MANPOWER**

- a. Deployment of adequate trained ATP collection operator for bill collection at all designated ATP collection center, to be available there as per the timing mentioned.

- b. Deployment of trained man power and facilities at administrative office for complete management of entire infrastructure and ensuring smooth operation of collection system involving major activities such as cash collection, reconciliation, banking transactions, MIS/output generation and distribution. Manpower shall be available on all working hours on all working days.
- c. The minimum man power deployment is as per **clause e** of this section. There should be adequate persons per location to be available on all working hours on all working days. The adequacy of the number may be adjusted with the workload, but JVVNL shall not pay any extra charges towards any additional man power.
- d. In case any new subdivision, division or circle is created subsequently during the currency of contract, ATP ATP collection centers shall be created as well and manpower shall also be deployed there. Adequate persons at each ATP ATP collection center shall be deployed without any extra cost to Discom.
- e. The minimum requirement of man power is as under:

S.No.	Type of man power	Man power requirement
1.	<b>Manager</b>	One full time manager at Jaipur for looking after complete operation and management of entire infrastructure and ensuring smooth operation of collection system.
2.	<b>ATP Collection Operator</b>	One ATP operator at each ATP collection center to carry out the bill collection work as per the designated time for which center will remain open.
3.	<b>ATP System administrator</b>	One system administrator for maintenance of ATP system.
4.	<b>Back office Staff</b>	Sufficient number of manpower to carry out other activities like payment consolidation, reconciliation and banking transaction for cash and cheque.
5.	<b>Security personnel</b>	One security guard during unattended operation hours at each high volume ATP collection centers.

- h. If the minimum required number of man power seems insufficient at any time during the work, the agency will have to depute extra manpower accordingly without any extra cost to Discom.
- i. The agency has to arrange for training of its man power on the ATP system on its own cost.
- j. This job assignment is a customer interface process involving image of the JVVNL and therefore the employees deployed by the agency shall be adequately qualified, presentable and **with I-Card**, and of high integrity.
- k. The ATP operator shall be conversant with both manual and automatic modes of ATP operation and may be asked to operate in manual mode as per the requirement.

#### **2.4. SETUP OF SOFTWARE FOR ATP ADMINISTRATION**

1. The agency shall provide an interface to JVVNL to monitor all the ATP machines from a common console.
2. There should be centralized control for all the ATP machines so that the administrative control and configurations can be exercised from a central remote location.
3. The software will enable administrator to receive alerts on various events related to the ATP operations.
4. The software will provide realtime reports of all the ATP machines in functions.
5. Various controls like locking and unlocking of any ATP shall be achieved.

#### **2.5. PAYMENT COLLECTION, REMITTANCE & RECONCILIATION**

- a. The payment may be accepted in various modes - Cash/Cheque/DD/Credit Card.
- b. In manual mode, the ATP operator will collect the cash/cheque and complete the payment process through the machine.
- c. Immediately after a transaction is completed, receipt is generated automatically. This receipt shall be printed and issued to the consumer after signature/stamp of the cashier. The receipt for acceptance of Cheque shall be issued as 'subject to realization'.
- d. The receipt shall be printed on stationary approved by JVVNL. **The stationary & printing consumables expenses to generate receipt are on the part of Bidder.**
- e. The collection operator shall verify its accounts and generate MIS at end of the day.
- f. The money collected on day (T) shall have to be transferred to the JVVNL's bank account on the next working day (T+1) (before 1:00 PM). In case next day is holiday the revenue shall be deposited day after.
- g. The collected cheques are sent for realization on T+1 day.
- h. The agency shall track the payment realization for each transaction and shall take suitable actions in case of defaults.
- i. The agency shall investigate if the amount paid by consumer has not been remitted.
- j. All payment related issues should be directly handled by the agency and issues should be resolved within 7 working days for cash transactions and 15 days for other instruments. A monthly MIS report should be submitted to JVVNL on the customer issues count, pending issues and resolved issues. All stationary charges shall be borne by the agency.

- k. The agency shall also be responsible for accounting of dishonored cheques. For this purpose agency shall be authorized to collect such cheques from the Bank and hand over the same to the respective office.
- l. In case of bounced cheques, intimation is sent to the AO (CCC) for taking necessary actions as per their rules and regulations. The bounce cheque charges shall be paid by the JVVNL.
- m. Details of the transactions for which the cheque has been bounced are updated in the JVVNL bank and the collection application.
- n. The agency shall have to receive daily verification of payments after reconciliation by the AO (CCC) or any other designated authority.

## **2.6. MIS/OUTPUT REPORT GENERATION & DISTRIBUTION**

- a. Generation of various MIS reports on daily, monthly, quarterly and yearly basis.
- b. **The stationary and printing consumables expenses to generate various reports are on the part of Bidder.**
- c. The formats & frequency of desired reports is as per the prevailing practice of JVVNL. However, JVVNL reserves the rights to modify the same at any time and also new reports can be introduced up to a maximum increment of 20% of total quantity without any extra cost to JVVNL.
- d. In addition to the MIS/Output reports mentioned in **Section V** following reports are to be generated by the system.

### **Operational Reports**

- ❖ Daily Collection Scrolls (Cash & Cheque/Credit Card separately)/ counterwise..
  - ❖ Daily remittance into the bank by agency.
  - ❖ Cheque Pay-in slips after Trickle feeding and punching of soft & hard copies to Bank.
  - ❖ Daily transaction report with time & date statement w.r.t. each ATP collection center
  - ❖ Collection Remittance Register
  - ❖ Capturing of Cheque/ DD Remittance information
- e. All reports are to be provided in hard copies as well as in the soft copies on a compact disc in format required by JVVNL.

## **SECTION-V FORMATS AND FREQUENCY OF MIS/OUTPUT REPORTS**

1. Daily payment control sheet
2. Daily cheque report transaction wise
3. Daily cheque report cheque wise
4. Daily subdivision wise summary
5. Daily cash report
6. Daily Credit Card report
7. Daily collection summary window wise
8. ATP operational hours report
9. Exception report
10. Date wise subdivision wise payment summary
11. Date wise subdivision wise transaction summary
12. Date wise subdivision wise transaction summary and payment summary
13. Cashier location allocation report
14. Defaulting payment report.

## **SECTION –VI PART- A: TECHNICAL OFFER**

### **TECHNICAL OFFER & GENERAL DETAILS SECTION – 5 PART – A**

**Part A of the proposal shall have the following:**

1. Cover letter
2. Annexure 1 to 8
3. Schedules 1 to 7

**TECHNICAL OFFER TO BE FURNISHED BY THE BIDDER ON THE COVER LETTER**

To be submitted complete with all enclosures.

**The Superintending Engineer [IT]**

Jaipur Vidyut Vitran Nigam Limited

Old Power House Premises

Near Ram Mandir, Banipark

Jaipur-302 006

Subject: TN-45, "SETTING UP OF ANY TIME PAYMENT (ATP) TOUCH SCREEN KIOSKS ON BUILD, OWN, OPERATE & MAINTAIN (BOOM) BASIS AT VARIOUS LOCATIONS IN JAIPUR CITY FOR A PERIOD OF (5) FIVE YEARS.

Dear Sir,

We are submitting our Technical proposals for work of: **SETTING UP OF ANY TIME PAYMENT (ATP) TOUCH SCREEN KIOSKS ON BUILD, OWN, OPERATE & MAINTAIN (BOOM) BASIS AT VARIOUS LOCATIONS IN JAIPUR CITY FOR A PERIOD OF (5) FIVE YEARS.**

We agree for execution of tendered work on 'BOOM' basis as per the terms & conditions mentioned in the tender specifications and the commercial rates agreed by us.

We also agree that:

- 1) The prices as mentioned in "Financial offer" as per excel file of BOQ.
- 2) The prices quoted are valid for a period of 120 days from the date of opening of "Techno-Commercial bids" or 60 days from the date of opening of "Price Bids" whichever is later
- 3) The quoted / agreed prices are inclusive of the following charges:
  - Enclose details of taxes included in the prices

- 4) We also understand that the quantities mentioned in the price schedule shall be meant for bid evaluation; however payment shall be made us on the basis of actual work.
- 5) We have noted the standard terms of payment and undertake to abide by the same.
- 6) We understand that conditional offers are likely to be rejected
- 7) The execution of work shall strictly be in accordance with work completion schedule as given by us. In case we fail to complete the work as indicated therein we shall pay penalty as per “Delay in Completion” clause of the specification.
- 8) The material supplied by us shall conform your specification
- 9) We confirm that we agree to adhere to all the commercial terms and conditions as well as the technical stipulation of your specification and there is no deviation. Such acceptance has also been confirmed in prescribed schedules.
- 10) We confirm that we are qualified for bidding in terms of Qualification Requirements specified in the bidding documents and have submitted the requisite qualification Certificate & data / documents with the bid.
- 11) Until a formal contract is prepared and executed, this together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 12) We understand that the quantity mentioned in the financial schedule is just for evaluation purpose and except the fixed monthly charges all charges shall be paid on actual work basis and there is no minimum assured quantity.

We understand that JVVNL reserves the right to invite detailed proposals from any private entrepreneur-company; irrespective of the fact whether the company or entrepreneur has been pre-qualified.

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

We also understand that the JVVNL reserves the right to reject any or all of the bids without assigning any reason thereof. We agree to abide by all the conditions governing the bids and decisions of the JVVNL.

The validity of the bid is 180 days from date of opening of Part-A bid or 90 days from the date of opening of Part-B bid whichever is later.

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



Enclosed:

1. Technical Offer as per SECTION VI PART-A of specification
2. Field organization and resources to be deployed for the proposed job.
3. Qualification and experience of personnel at different levels to be deployed for the proposed job.
4. Enclose ISO 9001-2000 certificate for BPO/ Utility services/ IT /Software/ Consumer billing/ Financial services
5. Enclose copies of Audited Balance Sheet & Profit and loss accounts with a minimum annual turnover of Rs. 10 crore per year for the past three years (2011-12, 2010-11 and 2009-10) and total turn over of 15 crore.
6. Original bank solvency/credit worthiness certificate from any schedule bank for execution of Rs. 3 cr project.
7. Financial capabilities (Annexure-III)
8. Give detailed write-up on experience/order executed of software development, retail bill counters, billing work, etc; with supporting papers. (Annexure- IV)
9. Enclose copies of order so executed/orders in hand.
10. Document in support of bidder having a reputed background and should be established in business at least for the past 3 years.
11. Undertaking that the bidder have not been black listed from any of the government departments.
12. Experience summary (Schedule-V)
13. Details of ATP machine and other hardware to be deployed as per technical specification attached.
14. Details of complete system to be implemented with all its components enclose a schematic arrangement.
15. Detail of connectivity to be proposed for networking. Enclose a network schematic diagram showing all location and components.
16. Enclose specification of ATP kioks and other hardware to be deployed
17. Details & specifications of proposed ATP administration software.
18. Details of infrastructure facilities bidder shall provide for the proposed job
19. Schedule of implementation (Schedule-VI)
20. Proposed system details (Annexure-V)
21. As per SECTION-VI of specification- formats and frequency of MIS/Output reports or any other reports. (Annexure-VI)

22. General profile of bidder (Annexure-I)
23. Organizational capabilities ( Annexure-II)
24. Details of the project and software, if being used by any state/undertaking for similar venture.
25. Any other information Bidder may like to highlight.
26. Manufacturers' authorization form (Annexure-VII)
27. Acceptance of terms & conditions (Annexure-VIII)
28. Schedule of deviation (Schedule-I)
29. Departure/deviation from Purchaser's specification in respect of Technical details including GTP in Schedule of deviation of Specification. (Schedule- III)
30. Departure /deviation from Purchaser's specification in respect of Commercial terms & conditions in Schedule of deviation of Specification. (Schedule-II)
31. Supporting document to substantiate meeting of QR (Schedule-IV)
32. Power of Attorney for authorized signatory to sign the tender document digitally.
33. Name & Complete address of excise authority under whose jurisdiction their works/office falls
34. Name & correspondence address of the bidder along with phone /Fax No. & email address
35. Satisfactory evidence of authority of the person signing on behalf of the Bidder furnished with the bid
36. Compliance document for financial offer as per Section-VI Part-B.

Thanking you,

Yours faithfully,

\_\_\_\_\_

Designation\_\_\_\_\_

Date:

Place:

\_\_\_\_\_

## **ANNEXURE – 1: GENERAL PROFILE OF THE BIDDER**

Kindly attach a copy of latest RoC to substantiate the information furnished against general profile of the bidder

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

## **ANNEXURE – 2: ORGANIZATIONAL CAPABILITIES**

<b>Particulars</b>	<b>Responses</b>
Total number of permanent employees in the firm	
Field organization and resources to be deployed for the proposed job	
Qualification and experience of personnel at different levels to be deployed for the proposed job	
Details of the consultants if employed for the proposed job	

### **ANNEXURE – 3: FINANCIAL CAPABILITIES**

<b>S. No</b>	<b>Particulars</b>	<b>Response</b>
1	Turnover FY 09 -10 in INR	
2	Turnover FY 10 -11 in INR	
3	Turnover FY 11 -12 in INR	
4	Total Turnover 09 to 12 in INR	

Enclose audited BS of the aforementioned FYs

Kindly refer to turnover (as mentioned in Section III Part I Pre Qualification Requirements) point no V

Turnover requirements

## **ANNEXURE – 4: EXPERIENCE SUMMARY**

<b>Particulars</b>	<b>Experience</b>
Give detailed write-up on experience / order executed, software development, computer hardware management, billing work, etc; with supporting papers	Write name of the clients here
Mention size and type of the consumer network, details and type of networking handled	
Enclose copies of order so executed/orders in hand	

## **ANNEXURE – 5: PROPOSED SYSTEM DETAILS**

<b><u>S. No</u></b>	<b><u>Particulars</u></b>	<b><u>Brand name / product name</u></b>	<b><u>Specification</u></b>
1.	ATP MACHINE		
2.	ATP ADMINISTRATION SOFTWARE		
3.			

- **Provide details of complete system to be implemented along with all components**
- **Details of connectivity**
- **Provide network schematic diagram showing all locations and components**

**ANNEXURE – 6: DETAILS OF GUARANTEED AND OTHER REPORTS**

S. NO	NAME OF THE REPORT	FREQUENCY OF GENERATION



**ANNEXURE- 7 MANUFACTURE'S AUTHORIZATION FORM**

**TO BE SUBMITTED ALONG WITH TECHNICAL BID FOR ATP MACHINES**

No. \_\_\_\_\_

dated

To

**The Superintending Engineer (IT),  
Jaipur Vidyut Vitran Nigam Limited,  
Old Power House, Banipark,  
Jaipur – 302006**

Dear Sir:

Tender No.

We \_\_\_\_\_ who are established and reputable manufacturers of (name and descriptions of goods offered) having factories at \_\_\_\_\_ (address of factory) do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above Tender No TN-45.

We hereby extend our full guarantee and warranty up to 5 years as per the conditions of the tender for project of Cash Collection by the above firm against this Tender

Yours faithfully,

(Name) (Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

(The item or items for which this is required should be specified by Purchaser.)

## **ANNEXURE- 8 ACCEPTANCE OF TERMS & CONDITIONS**

To be given on the official letter head of the Bidder's

### **Acceptance of Terms and Conditions**

(To be signed by the authorized person of the bidder)

### **TO BE SUBMITTED ALONG WITH TECHNICAL BID**

We/I have carefully gone through the RfP Document and satisfied ourselves/myself and hereby confirm that our/my offer strictly conforms to the requirements of the RfP Document and all the terms and conditions are acceptable to us.

Signature:

Name:

Status:

Whether Authorized Yes/No

Power of Attorney of Bidding Company Authorizing the signatory to sign the bid

Name & Seal of Bidding Company

## **SCHEDULE – 1: SCHEDULE OF DEVIATIONS**

### **Technical Deviations**

S. No	JVVNL'S specification clause	Deviation sought by the bidder
1		
2		
3		
4		
5		
6		
7		
8		

### **Commercial Deviations**

S. No	JVVNL'S specification clause	Deviation sought by the bidder
1		
2		
3		
4		
5		
6		
7		
8		

**SCHEDULE – 2: CONFIRMATION OF “NO DEVIATION” IN COMMERCIAL TERMS AND  
CONDITIONS OF THIS TENDER**

Bidder's Name & Address:

To

The Superintending Engineer (IT)  
Jaipur Vidyut Vitran Nigam Limited  
Old Power House, Banipark  
Jaipur – 302006

---

Dear Sirs,

**Sub:** Confirmation for “No Deviation” in Commercial terms & conditions of package No. JPD/SE/IT/ TN-45.

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

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

**SCHEDULE – 3: CONFIRMATION OF “NO DEVIATION” IN TECHNICAL TERMS AND  
CONDITIONS OF THIS TENDER**

Bidder's Name & Address:

To

The Superintending Engineer (IT)  
Jaipur Vidyut Vitran Nigam Limited  
Old Power House, Near Ram Mandir,  
Banipark, Jaipur – 302006,

---

Dear Sirs,

**Sub:** Confirmation for “No Deviation” in Technical terms & conditions of package No. JPD/SE(IT)/ TN-45

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

We also confirm that tendered material shall be procured from vendors approved by JVVNL and shall be conforming to various requirements of relevant Specification /orders and as per design and drawing approved by the Nigam.

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

**SCHEDULE – 4: SUPPORTING DOCUMENTS TO SUBSTANTIATE MEETING OF QR**

Bidder's Name & Address:

To

The Superintending Engineer (IT)  
Jaipur Vidyut Vitran Nigam Limited  
Old Power House, Banipark  
Jaipur – 302006

---

Dear Sirs,

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

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Furnishing of certificate of a registered Chartered Accountant certifying fulfillment of specified qualification requirements is essential.

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

## **SCHEDULE – 5: EXPERIENCE SUMMARY**

Bidder's Name & Address:

To

The Superintending Engineer (IT)

Jaipur Vidyut Vitran Nigam Limited

Old Power House, Banipark

Jaipur – 302006

Dear Sirs,

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

S. No.	Details of ordered work	Order No. & Date	Name & details of ordering utility	Date of commencement
1	2	3	4	5

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

Note: Certificate(s) of competent authority of the utility for satisfactory execution of stated works are to be furnished along-with this schedule. (Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....



## **SCHEDULE – 6: SCHEDULE OF IMPLEMENTATION**

<b>S.NO</b>	<b>PARTICULAR OF ACTIVITY</b>	<b>TIME SCHEDULE DESIRED</b>
1	FURNISHING DETAILED SPECIFICATION OF ALL THE HARDWARE/SOFTWARE UNDER THE SCOPE OF THE AGENCY.	WITH IN 7 DAYS FROM THE DATE OF AWARDING CONTRACT
2	INFRASTRUCTURE DEVELOPMENT AND DEPLOYMENT OF ATP AT DESIGNATED CENTERS.	WITH IN 30 DAYS FROM THE DATE OF APPROVAL OF THE SPECIFICATION
3	APPROVAL OF THE SYSTEM.	WITH IN 7 DAYS FROM THE DATE OF COMPLETION OF INFRA WORK
4	COMMENCEMENT OF BILL COLLECTION WORK FROM DESIGNATED ATP COLLECTION CENTER	WITHIN 7 DAYS FROM THE DATE OF APPROVAL OF THE SYSTEM.

**SCHEDULE 7: CHECK LIST FOR TECHNICAL OFFER**

S.No.	Particulars as per specification	Description of required document	Additional description of the document	Respective Page Nos of the technical bid document.
1	<b>Technical Offer &amp; other details</b>	Technical Offer as per <b>SECTION VI PART-A</b> of specification		
2	<b>Organizational Capabilities</b>	Field organization and resources to be deployed for the proposed job.		
		Qualification and experience of personnel at different levels to be deployed for the proposed job.		
		Enclose ISO 9001-2000 certificate for BPO/ Utility services/ IT /Software/ Consumer billing/ Financial services		
3	<b>Financial Details</b>	Enclose copies of Audited Balance Sheet & Profit and loss accounts with a minimum annual turnover of Rs. 10 crore per year for the past three years (2011-12, 2010-11 and 2009-10) and total turn over of 15 crore.		
		Original bank solvency/credit worthiness certificate from any schedule bank for execution of Rs. 3 cr project.		
		Financial capabilities (Annexure-III)		
4	<b>Experience</b>	Give detailed write-up on experience/order executed of software development, retail bill counters, billing work, etc; with supporting papers. <b>(Annexure- IV)</b>		

		Enclose copies of order so executed/orders in hand.		
		Document in support of bidder having a reputed background and should be established in business at least for the past 3 years.		
		Undertaking that the bidder have not been black listed from any of the government departments.		
		Experience summary <b>(Schedule-V)</b>		
5	<b>System Proposed</b>	Details of ATP machine and other hardware to be deployed as per technical specification attached.		
		Details of complete system to be implemented with all its components enclose a schematic arrangement.		
		Detail of connectivity to be proposed for networking. Enclose a network schematic diagram showing all location and components.		
		Enclose specification of ATP kioks and other hardware to be deployed		
		Details & specifications of proposed ATP administration software.		
		Details of infrastructure facilities bidder shall provide for the proposed job		
		Schedule of implementation <b>(Schedule-VI)</b>		

		Proposed system details <b>(Annexure-V)</b>		
6	<b>Details of Guaranteed and other report to be generated &amp; furnished in hard and soft copies within the price quoted.</b>	As per SECTION-VI of specification- formats and frequency of MIS/Output reports or any other reports. <b>(Annexure-VI)</b>		
7	<b>Other details</b>	a)General profile of bidder (Annexure-I) b)Organizational capabilities ( Annexure-II) a) Details of the project and software, if being used by any state/undertaking for similar venture. b) Any other information Bidder may like to highlight.		
8	<b>Manufacturers' authorization form</b>	Manufacturers' authorization form <b>(Annexure-VII)</b>		
9	<b>Acceptance of terms &amp; conditions</b>	Acceptance of terms & conditions <b>(Annexure-VIII)</b>		
10	<b>Schedule of deviation (Schedule-I)</b>	Schedule of deviation <b>(Schedule-I)</b>		
11	<b>Technical Deviation (Schedule- III)</b>	Departure/deviation from Purchaser's specification in respect of Technical details including GTP in Schedule of deviation of Specification. <b>(Schedule- III)</b>		
12	<b>Commercial Deviation (Schedule-II)</b>	Departure /deviation from Purchaser's specification in respect of Commercial terms & conditions in Schedule of deviation of Specification. <b>(Schedule-II)</b>		

13	<b>Supporting document to substantiate meeting of QR</b>	Supporting document to substantiate meeting of QR <b>(Schedule-IV)</b>		
15	<b>Authorization of Digital Signature</b>	Power of Attorney for authorized signatory to sign the tender document digitally.		
16	<b>Details of excise authority</b>	Name & Complete address of excise authority under whose jurisdiction their works/office falls		
17	<b>Bidder's contact details</b>	Name & correspondence address of the bidder along with phone /Fax No. & email address		
18	<b>Authorization certificate</b>	Satisfactory evidence of authority of the person signing on behalf of the Bidder furnished with the bid		
21.	<b>Compliance document for financial offer as per Section-IX Part-B.</b>	Compliance document for financial offer as per Section-VI Part-B.		

## **FINANCIAL OFFER: GUIDING NOTE**

Price schedule is for reference purpose only. Bidder has to quote the price in BOQ.xls only.

**Please do not fill the prices here.**

S.No.	Slabs of transaction volume	Rate Rs. Per bill
1	TRANSCATION CHARGES PER BILL WHICH INCLUDES ALL FIXED & OPERATIONAL COST When Number of bills collected at the ATP center during a month are 0- 1000.	<b>Do not fill</b>
2	TRANSCATION CHARGES PER BILL WHICH INCLUDES ALL FIXED & OPERATIONAL COST When Number of bills collected at the ATP center during a month are 1001- 3000	<b>Do not fill</b>
3	TRANSCATION CHARGES PER BILL WHICH INCLUDES ALL FIXED & OPERATIONAL COST When Number of bills collected at the ATP center during a month are 3001-6000	<b>Do not fill</b>
4	TRANSCATION CHARGES PER BILL WHICH INCLUDES ALL FIXED & OPERATIONAL COST When Number of bills collected at the ATP center during a month are more than 6000	<b>Do not fill</b>

### **CLARIFICATION REGARDING BID PRICE SCHEDULE**

1. The transaction charges /bill collection charges shall be paid as per the slab rates for volume of monthly bills collected at ATP collection center.

For example, if the approved rate of transaction charges is Rs. P and Rs. Q per transaction for volume upto 1000 bills per months and for 1001-3000 bills per months respectively. The corresponding charges for 2000 bills in a month at any ATP collection center shall be:

Rs. 1000 x P + Rs. 1000 x Q.

2. The bidder will furnish the break-up of the quoted price indicating rate and type of each tax clearly, as per the prevailing rate on the bid date in compliance document of financial offer. Any statutory variation and imposing new tax by government subsequently during the currency of contract shall be on JVVNL account

## **SECTION- IX PART- B: COMPLIANCE DOCUMENT FOR FINANCIAL OFFER**

TO BE FURNISHED BY THE BIDDER ON THE COVER LETTER ALONG WITH TECHNICAL BID

To,

**The Superintending Engineer (IT),  
Jaipur Vidyut Vitran Nigam Limited,  
Old Power House, Banipark,  
Jaipur – 302006**

**SUBJECT: TN-45; “SETTING UP OF ANY TIME PAYMENT (ATP) TOUCH SCREEN KIOSKS ON BUILD, OWN, OPERATE & MAINTAIN (BOOM) BASIS AT VARIOUS LOCATIONS IN JAIPUR CITY FOR A PERIOD OF (5) FIVE YEARS”**

Dear Sir,

We are submitting our financial proposals for work of **“SETTING UP OF ANY TIME PAYMENT (ATP) TOUCH SCREEN KIOSKS ON BUILD, OWN, OPERATE & MAINTAIN (BOOM) BASIS AT VARIOUS LOCATIONS IN JAIPUR CITY FOR A PERIOD OF (5) FIVE YEARS”** in excel file of BOQ:

Condition:

**A. Selection of lowest price offer:**

For selection of the lowest price offer, price of all the slabs quoted in the financial bid (BoQ.xls) shall be averaged (Rs. per transaction) as per clause no. 6.8.6 of “Section I: Instruction to Bidder” of the bid.

THE QUOTED PRICES ARE INCLUSIVE OF ALL APPLICABLE TAX AND DUTIES AT THE TIME OF BID (DETAIL AND RATES OF TAX ARE ATTACHED HEREWITH) ANY STATUARY VARIATION AND IMPOSING NEW TAX BY GOVERNMENT SHALL BE ON JVVNL ACCOUNT.

THE EVALUATION OF CONTRACT SHALL BE MADE ON AVERAGE OF PER TRANSACTION PRICE FOR DIFFERENT SLABS.

THE QUANTITY INDICATED ABOVE FOR EVALUATION PURPOSE ONLY & SHALL NOT BE CONSIDERED AS MINIMUM ASSURED QUANTITY.

Details of tax:

S. No	Name of Tax	Applicable Rate of tax
1		
2		
3		

We understand that in case rate is not quoted for any slab our offer will be rejected. We also understand that the rates quoted for the work shall be applicable to all sub divisions following under jurisdiction of JVVNL and not limited to any specific area or location.

Name: \_\_\_\_\_

[Authorized Signatory]



## FORMAT FOR PERFORMANCE SECURITY DEPOSIT (BANK GUARANTEE)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the (Insert name of the Selected Bidder) \_\_\_\_\_ agreeing to undertake the obligation under the Lol dated \_\_\_\_\_ and the RfP Documents and ( Insert the name of the Procurer) \_\_\_\_\_, agreeing to execute the PPA inter alia with the Seller, regarding supply of services during the period \_\_\_\_\_ {Insert Period} on short term basis, in response to the RfP issued by Superintending Engineer(IT) as an authorized representative of JVVNL vide NIT No \_\_\_\_\_ {Insert NIT No} and Authorized Representative having issued Letter on Intent (Lol) to \_\_\_\_\_ {Insert Name of the bidder} as per the terms of the RFP, the \_\_\_\_\_ (insert name of bank) (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to (Insert name of the Procurer) \_\_\_\_\_ at \_\_\_\_\_ ( insert the place from the address of the respective Procurer indicated in Lol) forthwith on demand in writing from (name of the Procurer) or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ only (insert the amount of the Bank guarantee in respect of the Procurer as per the terms of Lol) \_\_\_\_\_, on behalf of M/s \_\_\_\_\_ (insert name of the Seller or the Selected Bidder on behalf of the Seller).

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ (insert date as per term of RFP document) and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs \_\_\_\_\_ only).

Our Guarantee shall remain in force until \_\_\_\_\_ (insert last date of period of contract). The Procurer shall be entitled to invoke this Guarantee till \_\_\_\_\_ (insert date which is one month after the date in the preceding sentence).

The Guarantor Bank hereby agrees and acknowledges that the Procurer shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. . The bank guarantee will be invoked in the account of JVVNL as under:

Name of Account Holder	Jaipur Vidyut Vitran Nigam Limited
Branch Name	SBBJ, Collectorate Branch, Banipark, Jaipur
IFS Code	SBBJ0010026
Account No.	51093320035
Pan No.	AABCJ6373K

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Procurer/Authorized Representative and \_\_\_\_\_ (insert name of the selected bidder) and /or any other person. The Guarantor Bank shall not require the Procurer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Procurer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the \_\_\_\_\_ (insert name of Bidder) or the Selected Bidder, to take any claim against or any demand on \_\_\_\_\_ (insert name of Bidder) or the Selected Bidder or to give any notice to \_\_\_\_\_ (insert name of Bidder) or the Selected Bidder or to enforce any security held by the Procurer or to exercise, levy or enforce any distress, diligence or other process against \_\_\_\_\_ (insert name of Bidder) or the Selected Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_(Rs\_\_\_\_\_only) and it shall remain in force until \_\_\_\_\_(date to be inserted as per RfP document) with an additional claim period of thirty (30) days \_\_\_\_\_thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

### PRICE VARIATION FORMULA

For transaction charges, percentage increase/decrease in price variation shall be worked out as under:

$$0.5 \left[ \left( \frac{AV_1}{AV_0} - 1 \right) * 100 \right]$$

AV0= Base index rate of skilled labour for the month prior to one month of opening of Tender, as published by the Govt of Rajasthan for minimum wages to Labour per days, as per Act 1948.

AV1= Labour rate per day of skilled labour as published by Govt of Rajasthan for the one month prior to applicable month for which price variation is to be allowed to the bidder.

Example: - If tender is opened in the month of Nov. 2012, the base price index of rate of labour shall be applicable for the month of Oct. 2012.