

**JAIPUR VIDYUT VITRAN NIGAM LTD.**

**RFP for**

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**PROVIDING 6000 Nos. MOBILE 3G GSM (or higher) SERVICE TO THE  
OFFICERS/EMPLOYEES OF JVVNL/AVVNL/JDVVNL UNDER FREE CUG IN  
RAJASTHAN STATE**

**Tender No. 48**

**Superintending Engineer (IT), JVVNL**

### SHORT TERM NIT TN-48

Jaipur Vidyut Vitran Nigam Ltd. [JVVNL] invites Technical & Financial eBids/proposals for work of **“PROVIDING 6000 Nos. MOBILE 3G GSM (or higher) SERVICE TO THE OFFICERS/EMPLOYEES OF JVVNL/AVVNL/JDVVNL UNDER FREE CUG IN RAJASTHAN STATE”** for a period of two (2) years, from experienced service providers meeting minimum eligibility criteria as specified in the bid document.

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

<b>Nature of the Work</b>	<b>PROVIDING MOBILE 3G GSM (or higher) SERVICE TO THE OFFICERS/EMPLOYEES OF JVVNL/AVVNL/JDVVNL UNDER FREE CUG IN RAJASTHAN STATE</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 Tender value	<b>Rs. 6 crore</b> (Rupees Six crore only)
Earnest Money Deposit (EMD)	<b>2% of tender value</b> (Rupees Twelve lacs only)
Publishing Date/Time	<b>25.10.2013</b>
<b>Document Download / Sale Start Date</b>	From <b>25.10.2013</b> , <b>12:00 hrs</b> onwards at <a href="https://www.eproc.rajasthan.gov.in">https://www.eproc.rajasthan.gov.in</a>
<b>Document Download / Sale End Date/Time</b>	<b>26.11.2013</b> , <b>15:00 hrs</b> onwards
Bid submission Start Date/Time & Place of submission of bids	<b>25.10.2013</b> , <b>13:00 hrs</b> onwards at <a href="https://www.eproc.rajasthan.gov.in">https://www.eproc.rajasthan.gov.in</a>
Bid submission Last Date/ Time	<b>26.11.2013</b> , <b>15:00 hrs</b>
Submission of Banker's Cheque/ Demand Draft for Tender Fee, EMD, and Processing Fee	Up to <b>26.11.2013</b> , <b>13:00 hrs</b> at Office of Sr. Accounts Officer(TW), Old Power house, Banipark, Jaipur
Date, Time and Place of Opening of Technical Bids	<b>28.11.2013</b> , <b>13:00hrs</b> at <a href="https://www.eproc.rajasthan.gov.in">https://www.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,	<a href="http://www.jaipurdiscom.in">www.jaipurdiscom.in</a> ,

Corrigendum's, Addendums etc.	<a href="https://www.eproc.rajasthan.gov.in">https://www.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

The prospective bidder should have the necessary competence, adequate financial standing, sufficient experience, expertise and related infrastructure for handling contract work of similar nature. The other qualifying requirements are given in the section –III of this specification.

**NOTE:**

1. The tender/bid shall only be submitted through online tendering system of [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).
2. Bidders who wish to participate in this tender will have to register on <https://www.eproc.rajasthan.gov.in> (bidders registered on [eproc.rajasthan.gov.in](http://www.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://www.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 **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://www.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 <https://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. JVVNL 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 25.10.2013 to 26.11.2013 from 10:00 AM to 1:00 PM.

**P.K.JAIMINI**  
**Superintending Engineer (IT)**

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## **SECTION –I INSTRUCTION TO BIDDER**

### **1. GENERAL INSTRUCTIONS**

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

2. **INTRODUCTION:** Jaipur Vidyut Vitran Nigam Ltd. [Hereinafter to be referred to as JVVNL] is proposing to engage an agency for **“PROVIDING 6000 Nos. MOBILE 3G GSM (or higher) SERVICE TO THE OFFICERS/EMPLOYEES OF JVVNL/AVVNL/JDVVNL UNDER FREE CUG IN RAJASTHAN STATE”**

- 2.1. The job involves as detailed in Section-IV **“Scope of Work”**, however any work if specifically not mentioned but reasonably implied for the successful implementation and good performance of the proposed work are deemed to be included and are to be executed.

- 2.2. The Agency is advised in its own interest to examine the bid documents, instructions, forms, terms and general information. Failure to provide information, which is essential to evaluate the bid or to provide timely clarification or substantiation of the information supplied or submission of bid not substantially responsive to the bid document may result in disqualification.

**3. FIELD CONDITIONS:**

- 3.1. The bidder may in its own interest, before submitting the bid, inspect and examine the area involved and satisfy it regarding the existing system.
- 3.2. For ascertaining the existing field condition the Agency may contact the Sr. (AO) Rev./AO(O&M) concerned of JVVNL. The details of the area to be covered in the scope of the contract are available at Section IV.
- 3.3. No claim for change in the bid or terms & conditions of the contract shall be entertained on the ground that the conditions are different than what were contemplated.

**4. SUCCESSFUL IMPLEMENTATION AND GOOD PERFORMANCE**

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

**5. PREPARATION OF BIDDING DOCUMENT**

**5.1. EARNEST MONEY DEPOSIT (EMD):**

- 5.1.1. The bidder shall furnish Earnest Money is 2% of tender value i.e. Rs 12 Lac (Rupees Twelve lac only) by DD/Banker's cheque payable in the name of Sr. Accounts Officer (TW), JVVNL Ltd., Jaipur.

Or

The bidder shall furnish 20% amount of earnest money deposit in cash or by crossed bank draft payable in the name of Sr. Accounts Officer (TW), JVVNL, Jaipur, along with irrevocable bid bank guarantee (as per Bid bank guarantee format Annexure A) of balance 80% amount on the Rajasthan State Non Judicial Stamp Paper of Rs. 100/- duly authenticated either by a first class Magistrate or Notary Public or directly confirmed by the issuing Bankers furnished valid for a period of 180 days excluding the grace period of 90 days. The receipt of deposit of 20% amount of EMD and bank guarantee for balance 80% amount shall accompany with the bid as per instructions given in these bidding



documents. "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.

- 5.1.2. The bidders shall deposit the EMD in above said format to the 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.
- 5.1.3. 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.
- 5.1.4. In case of unsuccessful bidders, the Earnest money will be refundable on production of the original receipt within a fortnight after finalization of the tender. In case of successful bidders 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.
- 5.1.5. Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the Nigam in connection with some other bids/orders shall not be entertained.
- 5.1.6. No interest shall be payable on such deposits.
- 5.1.7. The JVVNL reserves the right to forfeit Earnest Money deposit or a part thereof in circumstance, which according to him indicate that the bidder is not earnest in accepting/executing any order placed under the specification.

## 5.2. TENDER SPECIFICATION COST & TENDER PROCESSING FEE

The bidders are permitted to download the bid document from websites <https://www.eproc.rajasthan.gov.in>, [www.jaipurdiscom.in](http://www.jaipurdiscom.in) but must pay the cost of tender/bidding document Rs. 5,000/- (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).

## 6. CLARIFICATIONS AND AMENDMENTS & DEVIATION FROM BIDDING DOCUMENT

### 6.1. CLARIFICATIONS TO THE BID DOCUMENT

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

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

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

## **6.2. AMENDMENT OF BIDDING DOCUMENT**

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

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

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

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

**6.3. DEVIATION FROM 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.

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

### **7.1. COST OF BIDDING**

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

## **7.2. LANGUAGE OF BIDS**

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

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

**7.3.1. 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.

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

## **7.4. SUBMISSION OF PROPOSALS**

**7.4.1.** Bidder shall submit their bid in electronic format, digitally signed and stamped on each page by a responsible and authorized person. Bidder shall procure Digital Signature Certificate (DSC) as per IT act - 2000.

**7.4.2. Physical submission of bids is not allowed.** But the bidder is required to submit original technical physical bid in hardcopy as well to the Superintending Engineer (IT), Jaipur Vidyut Vitran Nigam Ltd, Old Power House Banipark, Jaipur before opening of price bid.

## **7.5. FILLING OF BIDS**

**7.5.1.** Tenders shall be submitted online in the electronic format attached here to and all blanks in the tender and the schedule to the specification shall be duly filled in. The completed forms, schedule(s) shall be considered as part of the contract documents in the case of successful bidder(s).

**7.5.2.** No alteration should be made to the format of the tender specification and schedules. The bidder must comply entirely with specification.

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

- 7.5.4. Tender should be filled in only with ink or typed and must be submitted online after signing digitally.
- 7.5.5. All additions, alterations and over-writing in the bid must be clearly signed by the signatory of the bidder otherwise bid will be summarily rejected.
- 7.5.6. The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any room for doubt.
- 7.5.7. The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- 7.5.8. Any printed conditions of sale on the bid shall not be accepted by the purchase Authority. The bidder shall incorporate their conditions of sales, if any, in the text of the bid itself.
- 7.5.9. All bids and accompanying documents shall be addressed to the Jaipur Vidyut Vitran Nigam Limited.
- 7.5.10. The tenders/quotations given in the form other than prescribed form will not be considered.
- 7.5.11. 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.
- 7.5.12. 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.
- 7.5.13. The tender offer shall be submitted in time specified on <https://www.eproc.rajasthan.gov.in> in electronic format in the following manner:
- 7.5.13.1. COVER – I Fee**(to be filed in pdf format)
- 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 .
  - Proof of submitting RISL 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 of through DD/Banker's Cheque in favour of Sr. Accounts Officer(TW), Jaipur Discom payable at Jaipur.

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

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

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

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

**7.6 DOCUMENTS COMPRISING THE BID**

- 7.6.1.** The tender shall be accompanied with the schedules, documents mentioned in the specification.
- 7.6.2.** The tender which is not accompanied by any or all mentioned schedules, documents or is accompanied by incomplete Schedules/ schedules is liable for rejection.
- 7.6.3.** The purchaser may advise any bidder to furnish the documents in original or copy duly attested by Notary as the case may be for verification, in physical form on short notice of three days.
- 7.6.4** Technical Bid comprises the following documents as detailed below:
  - i. The bidder needs to furnish full details about organization's competence, financial strength, details of experience in accordance with the QR specified at Section III. The bidder must submit its proposal along with the following documents.
  - ii. 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 Discom, Jaipur on account of depositing EMD in favour of Sr. Accounts Officer (TW), Jaipur Discom, Jaipur.

- iii. Proof of submitting tender processing fee i.e the acknowledgement issued by the Sr. Accounts Officer (TW), Jaipur Discom, Jaipur on account of depositing the processing fee of RISL (Separate processing fee for Jaipur and Kota package) through DD/Banker's Cheque in favour of M.D, RISL payable at Jaipur.
- iv. Proof of submitting Tender document cost i.e the acknowledgement issued by the Sr. Accounts Officer (TW), Jaipur Discom, Jaipur on account of depositing tender document cost through DD/Banker's Cheque in favour of Sr. Accounts Officer(TW) payable at Jaipur.
- v. Technical offer on company's letter head as SECTION-V
- vi. Annexure 1 to 4
- vii. Schedules 1 to 7
- viii. Power of Attorney/Board Resolution in favor of signatory of the bid
- ix. Original consortium agreement between the bidder and his collaborators or associates, if any;
- x. Supporting documents to ascertain the eligibility/ qualification as per the Qualification Requirements (QR) of the tender as per details at Section III.
- xi. Other details as called for in the tender specification document or which the bidder may like to highlight
- xii. In this part the bidder will submit full relevant documents substantiating the details provided in the annexure and schedules
- xiii. The bidder will substantiate details of the company (as declared on Annexure – 1) in the form of Certificate of Incorporation, MoU, registration certificate or any other relevant document as the case may be
- xiv. Audited balance sheet and P&L statement required to ascertain the qualification of turn over
- xv. Copies of work order and performance report for the projects undertaken/ in hand (as declared on schedule -5)

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

## **7.7 ALTERNATIVE BIDS**

Alternative bids shall not be considered at all.

## **7.8 BID PRICES**

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

**7.8.2** The prices quoted in BOQ.xls should be inclusive of all service tax and other government levies as applicable but have to explicitly specify applicable rate of taxes in financial offer declaration (MS Word Format). These rates of applicable taxes and Govt. Levies shall be revised as and when updated.

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

#### **7.9 PERIOD OF VALIDITY OF BIDS**

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

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

**7.9.3** 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.

#### **7.10 FORMAT AND SIGNING OF BID**

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

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

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

### **7.11 SIGNATURE OF BIDDER**

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

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

- 7.12.1** Bids must be submitted by the bidders on the website <https://www.eproc.rajasthan.gov.in> at the address and no later than the date and time indicated in the NIT.
- 7.12.2** Any change in date of submission and opening of bids would also be placed on the JVVNL websites immediately. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.
- 7.12.3** The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **7.13 DELAYED/ LATE BIDS**

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



**7.14 RECEIPT OF TENDERS/ BIDS**

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

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

**7.15 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS**

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

**7.16 BID OPENING**

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

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

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

**7.16.4** All Envelopes containing financial/ technical bids shall be signed with date by the members of the Committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as 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.

**7.16.5** 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.

**7.16.6** All other bids shall be opened one at a time, and the following read out and recorded: the name of the bidder and whether there is a modification; the bid prices (per lot if applicable), any discounts and offers; the presence of an EMD and any other details as the tendering authority may consider appropriate. Only discounts and alternative offers, if any, read out and recorded at bid opening shall be considered for evaluation. 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 EMD.

**7.16.7** 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.

**7.16.8** 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.

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

**7.16.10** 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.

## **8 EVALUATION AND COMPARISON OF BIDS**

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

8.1.1 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.

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

8.1.3 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.

8.1.4 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.

### **8.2 CONFIDENTIALITY**

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

### **8.3 CLARIFICATION OF BIDS**

- 8.3.1 The bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and terms matters which may in any way affect the Work or the cost thereof.
- 8.3.2 If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation/clarification by the owner.
- 8.3.3 The Owner, then, will issue interpretation and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the bidder's proposal.
- 8.3.4 Verbal clarifications and information given by the owner or his employee(s) or his representative(s) shall not in any way be binding on the owner.
- 8.3.5 To assist in the examination, evaluation, comparison and post qualification of the bids, the tendering authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be in writing.
- 8.3.6 Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the tendering authority shall not be considered.
- 8.3.7 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids.
- 8.3.8 JVVNL may modify Part-B of bid document based on discussions and presentations made by shortlisted bidders short-listed even after opening of Part-A.

### **8.4 DETERMINATION OF RESPONSIVENESS**

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

8.4.2 A responsive bid would be the one that meets the requirements of the bidding document without 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.

8.4.3 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.

8.4.4 The tendering authority shall examine the technical aspects of the bid in particular, to confirm that all requirements of bidding document have been met without any material deviation or reservation.

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

#### **8.5 NON-MATERIAL NON-CONFORMITIES**

8.5.1 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.

8.5.2 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.

8.5.3 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.

#### **8.6 EVALUATION OF BIDS**

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

8.6.2 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.

8.6.3 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.

8.6.4 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.

#### **8.7 EVALUATION OF TECHNICAL BIDS**

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

8.7.2 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.

8.7.3 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.

8.7.4 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.

8.7.5 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.

8.7.6 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.

#### **8.8 EVALUATION OF FINANCIAL BIDS**

8.8.1 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.

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

8.8.3 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.

8.8.4 The process of opening of bid may change subject to modifications in the procedures given on e-procurement system.

8.8.5 Conditional bids are liable to be rejected.

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

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

8.8.7.1 For selection of the lowest price offer, final price (Rs. per month per SIM) shall be calculated after summing up all the items of the BOQ.

8.8.7.2 If the price arrived at as per BOQ is same for two bidders, then bidder with lowest value of monthly rental would be declared the L1 Bidder.

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

8.8.8 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.

8.8.9 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.

#### **8.9 CORRECTION OF ARITHMETIC ERRORS**

8.9.1 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.

### **8.10 NEGOTIATIONS**

8.10.1 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.

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

8.10.3 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.

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

### **8.11 DISQUALIFICATION**

8.11.1 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. Any action on the part of the bidder to revise the rates/prices and modification in technical or commercial substance of original offer, at their own.

- ii. Submission of any supplementary information unless & otherwise asked for at his own instance after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bid to the NIGAM at least for one year.
- iii. The Bidder has been disqualified from any DISCOM due to any violation of code of conduct.
- iv. In case of bidder not furnishing the desired information in the desired format the bid/offer may be rejected/non-responsive.
- v. In case of bidder not able to produce the original certificate as asked by JVVNL, the bid/offer may be rejected/non-responsive.
- vi. In case of bidder not adhering to the format of financial offer given with this document the bid / offer may be rejected / non-responsive.
- vii. In case of any foot note or explanatory statement in the financial offer the bid/offer may be rejected/non-responsive.
- viii. In case of any cover letter with financial offer comprising any supplementary statement or discount or any condition the bid / offer may be rejected / non-responsive.
- ix. In case of any miss apprehension at bidder level which consequent to wrong price bidding , JVVNL reserve the right to reject the bid or take necessary loading / unloading to arrive the correct price as per aspersion of JVVNL / tender specification. Accordingly the bidders are advised to ask to clarify about any mis-apprehension before bidding. No excuse shall be considered in this regard.
- x. Does not meet the minimum eligibility criteria as mentioned in the bidding document.
- xi. During validity of the bid or its extended period, if any, increases his quoted prices.
- xii. Has imposed conditions in his bid.
- xiii. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- xiv. Has submitted the bid after due date and time.
- xv. Has submitted bid which is not accompanied by required documentation and Earnest Money Deposit (EMD).
- xvi. Has failed to provide clarifications related thereto, when sought.
- xvii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- xviii. 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.



8.11.2 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 or any obligation to inform the affected bidder or bidders of the grounds for the owner's action.

**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.

## 9 AWARD OF CONTRACT

### 9.1 ACCEPTANCE OF THE TENDER/BID AND NOTIFICATION OF AWARD

9.1.1 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.

9.1.2 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.

9.1.3 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.

9.1.4 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.

9.1.5 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.

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

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

9.1.8 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.

## **9.2 SIGNING OF CONTRACT**

9.2.1 The successful bidder will, on receipt of Letter of award from JVVNL enter into a contract with JVVNL by jointly signing an agreement.

9.2.2 The draft of the agreement based on the terms sheet, detailed in Section-II and Section-III will be forwarded to the successful bidder for execution.

9.2.3 The agreement will be executed within fifteen days thereafter. The person to sign the agreement must be duly authorized by the Bidding entities

## **9.3 SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE**

9.3.1 Within fifteen (15) days of the receipt of notification of award from the tendering authority, the successful Bidder shall furnish the Security Deposit and Performance Bank Guarantee in accordance with the provisions under the "Terms & Conditions" of the Contract as mentioned in this bidding document.

9.3.2 Failure of the successful bidder to submit the aforementioned Security cum Performance Bank Guarantee 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.

## **9.4 RESERVATION OF RIGHTS**

9.4.1 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.

#### **9.5 MONITORING OF CONTRACT**

- 9.5.1 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.
- 9.5.2 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.
- 9.5.3 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.
- 9.5.4 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.
- 9.5.5 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.

9.5.6 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.

#### **9.6 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.

#### **9.7 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.

#### **9.8 GENERAL:**

9.8.1 Only one bid will be accepted against cost of specification paid. This specification is not transferable. The cost of specification will not be refunded under any circumstances.

9.8.2 The bidder shall treat the details of the specification and other Bid documents as private and confidential and shall not reproduce without the written authorization of the NIGAM.

9.8.3 The NIGAM does not bind itself to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.

9.8.4 The fact of submission of bid to the NIGAM shall be deemed to constitute an agreement between the bidder and NIGAM whereby such bid shall remain open for acceptance by the NIGAM and Bidder shall not have option to withdraw his offer, impair or derogate the same. If the Bidder is notified during the period of validity of bid that his bid is accepted by the NIGAM, he shall be bound by the terms of agreement constituted by his bid and such acceptance thereof by the NIGAM, until formal contract of the same bid has been executed between him and the NIGAM in replacement of such agreement.

9.8.5 The successful bidder will have to execute the contract agreement for the proper fulfillment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to JVVNL may be taken, if satisfactory clarification is not furnished within the prescribed period.

9.8.6 JVVNL will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.

9.8.7 Telex, Telegraphic or Fax bids shall not be acceptable.

9.8.8 JVVNL reserves the right to:

- i. Amend the scope of the proposed contract.
- ii. Reject or accept any bid.
- iii. Cancel the bid process and reject all applications.
- iv. Vary the area.

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

**9.9 INSTRUCTION FOR FILLING BOQ:**

9.9.1 BOQ contains multiple columns.

9.9.2 The bidders are required to fill in values in column No. 4 and 5 only.

9.9.3 Values to be filled in by bidder in column No. 4 are the offered plan rates including slabs, free units and limits mentioning complete plan details like pulse rate, free units etc.

9.9.4 Values to be filled in by bidder in column No. 5 are total charges for one month on the basis of usages indicated in column no. 3 and the rates offered in column No. 4.

**Example:** if the rate offered under item - Outgoing calls (Local Circle) CUG to other, is 1 paisa per second with 60 minutes of free talk time in a month. The usage indicated for the item is - 150 calls of 90 sec each in a month. The computation for charges for one month shall be:

- Charges for 150 calls of 90 sec each @ 1 paisa per second = Rs. 135.00
- Deduct free talk time value = Rs. 36.00
- Net chargeable amount for this item = Rs. 99.00

9.9.5 All item rates are mandatory to be filled in by the vendor.

## **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 “Bidder”/ “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 bidder who’s tender has been accepted by the “JVVNL” and shall include the bidder 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 bidders.
- 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 annexure.
  - 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 clause 6 of these Terms & Conditions.
- 1.2.2. The "Specification" shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.
  - 1.2.3. The Month shall mean, English calendar month i.e. period of 31/30 days and week shall mean a period of 7 days.
  - 1.2.4. The "Site" shall mean the place or places named in the contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.
  - 1.2.5. "Letter of Intent" shall mean the 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 versa where the context requires.

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

2. **CONTRACT PERIOD:** The contract period shall be initially for **two year**, but may be extended on same terms & conditions of original contract, subject to performance of the agency. The performance of the agency will be reviewed Half yearly (i.e. after completion of every six months).The contract for awarded work may be rescinded at any time if the performance regarding achievement of the objective and scope of works as illustrated under Section-IV of this specification is not found satisfactory [no compensation will be paid] or the agency breach any of the terms and conditions, or the agency will be advised for improvement.

3. **SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE:**

3.1. A Security Deposit cum Performance Bank Guarantee equivalent to 7% (Seven percent) of tender value less amount of earnest money deposited, (if vendor has deposited EMD in cash) within 15 days of receipt of work order, in cash or by crossed Bank Draft or by way of Bank Guarantee from any scheduled Bank in the prescribed proforma (In case, vendor furnishes the BG instead of cash deposit the amount of earnest money will be refunded) by the successful bidder either in the form of Bank Guarantee on non-judicial stamp papers of Rs. 100.00 duly authenticated by the issuing Banker in the prescribed format addressed to the Superintending Engineer [IT], JVVNL, for satisfactory work performance within 15 days of receipt of the Detailed Purchase Order. The Bank Guarantee is to be remained valid for a period of 30 months from the date of commencement of contract and may have to be extended if desired.

3.2. It would be preferred that the vendor furnishes the bank guarantee for 30 months period at first instance but if the vendor furnishes the BG for less period (not less than 30 months at first instance) at first instance **it will be the sole duty of vendor to get the BG extended well in time to**



**maintain its validity as desired. JVVNL may invoke the BG without giving any information if validity of BG expires before 30 months.**

- 3.3.** The above BGs are to be furnished in whole Rupees with validity up-to last day of required calendar month. Bank commission charges or any other charges, if any, shall be to the Contractor's account.
- 3.4.** The Bank guarantee must be from any Nationalized/Scheduled Bank having a branch at Jaipur. 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.
- 3.5.** 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.
- 3.6.** 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. 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 and safe and efficient working of the plant and equipment if he has any doubt as to the meaning of any portion of the general and any special conditions of contract and specifications, he shall before offering his bid proposal, set-forth the particulars thereof and submit them to the Engineer in writing in order that such doubt, misunderstanding, misconceptions, whatsoever could be allied.

## 5. **CONTRACT DOCUMENTS**

The order placed under this specification shall be governed by the terms and conditions as incorporated in this Specification and as given in the detailed work order and its annexure(s). The terms and conditions as specified in this section if differ from the terms indicated in the detailed work order and its annexure(s) the latter shall prevail. 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 Annexure.
- ❖ Complete specifications.
- ❖ Bid proposal form and its schedules including price schedule and completion schedules.
- ❖ Power of Attorney in favour of the signatory.

## 6. **CHANGE OF QUANTITY**

The owner reserves the right to increase or decrease the quantities of SIMs as specified in the specifications as may be necessary, at the time of award of contract or during the execution of the contract. Any item of the offered plan can be eliminated in total as per the choice of Discoms.

## 7. **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.

**8. GIFTS AND COMMISSIONS ETC.**

Any gift, commission, 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.

**9. RULES & REGULATIONS:** The Agency will also follow the labour regulations and the directions of Government, TRAI and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time.

**10. MAINTENANCE OF FACILITIES AND PERSONNEL:** The Agency shall maintain all requisite facilities of its own as required to carry out the work as per the specification.

**10.1.** The vendor shall assign one Nodal Officer for each company i.e., JVVNL, AVVNL & Jd.VVNL. Any complaints of mobile phone services received shall be promptly addressed and resolved by the respective Nodal Officer.

**10.2.** In addition to above one Chief Nodal Officer shall be nominated by the vendor who will be responsible for addressing the issues related to your services for entire group of JVVNL, AVVNL & Jd.VVNL in Rajasthan.

**10.3. NODAL OFFICER:** The Secretary (Admin) 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.

- 10.4. SUPERVISORY OFFICER:** The Dy. Secretary (GAD) will be the supervisory officer for execution of the contract and he shall be authorised to inspect the work carried out by the agency.
- 11. AGENCY'S RIGHTS:** The agency will be given rights to operate in the area during the agreement period for carrying out the work on completion of the said period or on termination of the contract.
- 12. CONTRACT AGREEMENT:**
- 12.1.** 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.
- 12.2.** 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.
- 12.3.** The agreement can however be otherwise terminated by either party by giving six-month notice and on terms to be mutually agreed which may include payment of suitable compensation for losses suffered by the other party due to such termination. These terms shall be included in the Contract Agreement.
- 12.4.** 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.
- 13. 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 blacklist/barred/disqualify the agency from submission of Bid to the NIGAM at least for one year.

This provision shall be made in the agreement.

14. **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.
15. **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.
16. **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. 3.00 Lac the case may be referred to the CE level settlement committee and if the disputed amount is more than Rs. 3.00 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:
- 16.1. Reference fee for CE level settlement committee - Rs. 500/-
- 16.2. Reference fee for corporate level settlement committee-Rs. 3000/-
- 16.3. Fee for review of cases by corporate level settlement committee- Rs. 5000/-
- 16.4. The settlement committee fees as shown above or prevailing at that time shall be deposited in cash with the AO (JCC).
17. **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 deployed by the agency shall be in uniform ( to be prescribed by agency) with badge & shall have identify card to be issued by JVVNL on agency's recommendation.

18. **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.

19. **TENDER FORMS AND ACCEPTANCE OF TENDER:** Each bidder must prepare and submit his tender strictly according to the procedure laid down in the instructions to bidder annexed herewith. The bidder 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 bidder 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.

20. **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.

**21. CONTRACTOR'S DEFAULT:**

- 21.1.** 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.
- 21.2.** 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.

**22. COMPLETENESS OF CONTRACT:** The contract shall be considered completed on termination of the contract period after clearing all dues towards the agency.

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

**VAT / SERVICE TAX CERTIFICATE**

i) Certified that the goods on which VAT / Service tax / Central Sales Tax has been charged have not been exempted under the Central Sales Tax Act / State VAT Act / Central Excise Tax act and that the charges on account of VAT 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 VAT is payable by the J.V.V.N.L.

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

iii) Certificate for VAT as per Rajasthan VAT / 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.

iv) In no circumstances certificate for VAT 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.

v) In case the VAT assessment of the supplier(s) become due become completing the entire supplies against the order, certificate for VAT 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 VAT assessment on fulfilling the requirement of sub Clause(s).

**24. TERMS OF PAYMENT:** The terms of payment for various items as mentioned in financial offer as per BOQ shall be made as under.

**24.1.** The payment shall be made on monthly basis under the scope of the contract.

**24.2.** The itemized monthly bill for mobile connections provided to JVVNL/AVVNL/JDVVNL should be reached to the respective Discom Head-office at least 15 days before the due date of payment.

**24.3.** The commencement of payment shall be effective only after completion of all contractual formalities and acceptance of BGs.

**24.4.** For the delayed payments, if any, the JVVNL will not pay any interest.

**24.5. CURRENCY OF PAYMENTS:** All payments under the contract shall be made in Indian Rupees only.



25. **MODE OF PAYMENT:** The invoices shall be correctly prepared in quadruplicate in the name of consignee(s)/ designated officer shall be submitted as under: -
- 25.1. The agency shall furnish the itemized monthly bill for mobile connections provided to JVVNL/AVVNL/JDVVNL to the respective Discom Head-office at least 15 days before the due date of payment.
- 25.2. The payment of monthly bill will be made by respective Discom head-office as the case may be.
- 25.3. Following documents shall be submitted along with the invoices:-
- 25.3.1. 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 service provider on behalf of the service, have been enclosed with the original invoice.
- 25.3.2. Applicable BGs if any.
- 25.3.3. The report of complaints registered/ service requests by Discom users.
26. **SUSPENSIONS OF WORKS:** The JVVNL shall not be liable to pay the contractor any compensation whatsoever arising from suspension or for idle labour.
27. **DEATH BANKRUPTCY ETC.:**
- 27.1. 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 1.4 in the event of taking the work out of the contractor's hand's shall immediately become operative.

27.2. Change of name of the bidder/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 bidder/supplier.

28. **PRICE:**

The bidders are requested to quote variable prices as follows:

- I. The bidders are required to quote their prices in BOQ.
- II. The prices quoted in excel file of BOQ should be exclusive of all service tax and other government levies as applicable and bidder have to explicitly specify applicable rate of taxes in financial offer declaration. These rates of applicable taxes and Govt. Levies shall be revised as and when updated.

29. **GUARANTEE:** The entire system/service should be guaranteed for satisfactory operation at least for the entire contract period. Successful bidder shall furnish documents related to the hardware and license certificates of the standard software an undertaking for the above. The guarantee in this respect shall be deemed extended in case the contract is renewed or extended for further period.

30. **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.

31. **NON-ASSIGNMENT:** - The supplier shall not assign or transfer the contract or any part thereof to any agency/ personal during the currency period.
32. **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.
33. **RESPONSIBILITY:** The bidder is responsible for safe delivery of the materials/service to the subscriber. The bidder should include and provide for packing and secured protection of the materials so as to avoid damages or loss in transit before installation or during this contract period if required at any time at the contractors cost. The bidder shall be fully liable for quality of service during the contract period.
34. **ACCEPTANCE OF CONTRACT:** The successful bidder will be forwarded two 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.
35. **LIQUIDATED DAMAGES AND PENALTY:** Following liquidated penalties are applicable:
- 35.1. **Delay in commencement of supply of SIMs and portability of SIM:** 0.5% of monthly rental per week per SIM and part thereof. If delay is more than 1 month in the commencement of supply than the work order may be cancelled. Total penalty will not exceed 10 % of the monthly rental of a SIM cost. The date of scheduled commencement specified in the work order shall be reckoned for the purpose of calculation of penalty.
- 35.2. If the network coverage issues as above are not resolved within the stipulated period, then a penalty of Rs.100/- per month/connection will be levied and same will be recovered from monthly bills or from the security deposit.
- 35.3. All delays in issuing new SIMs, activation deactivation shall attract penalty of Rs. 10/- per day delay per SIM.

- 35.4. If supplies to be rendered are made by the supplier beyond the period of delivery/ execution and the Nigam accept them, such acceptance is without prejudice to Nigam's right to levy liquidated damages for the delay in supply.
- 35.5. The suppliers are liable to pay the amount of loss sustained by the Nigam in the event of non-execution of orders, if any placed on them either in full or part, to the satisfaction of the Nigam under the terms and conditions of contract and in the event of placing orders for such quantities on some others at a higher price
- 35.6. Bidders not giving clear and specific acceptance to the above clauses are liable for rejection.
43. **REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS:**
- 43.1 Notwithstanding anything contained in the above liquidated damages clause when the whole or part of the materials supplied by the supplier are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within 15 days from the date of intimation of defect/damage either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced free of cost within 15 days from the date of receipt of the intimation from the purchaser of such defects or damages. If the defects or damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages as per liquidated damages clause given above, for the delay in rectification/replacement of the defects or damages.
- 43.2 If even after such rectification or replacement of the damaged or defective part, if the equipment ordered is not giving the satisfactory performance as per the contract, then it will be open to the purchaser either to reject the goods and recover the entire cost of such goods and claim such loss sustained by the Nigam.
44. **CLIMATIC CONDITIONS:** The system are for use in various geographical area of Jaipur Discom and should be satisfactory for operation under tropical conditions of Rajasthan and shall be able to maintain the desired output and withstand a wide range of temperature & climatic experience in the area under scope.
- 45.1. The ambient temperature will be within the range of + 0 Degree Centigrade to + 55 Degree Centigrade.

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- 45.2. The altitude will be less than 500 metres.
- 45.3. The maximum & minimum atmospheric humidity will be in the range of 95% & 10 % respectively.
- 45.4. Average Number of thunderstorm days per annum is 65.
- 45.5. Average Number of dust storm days per annum is 15.
- 45.6. Average Number of rainy days per annum is 65.
- 45.7. Average annual rainfall is 100 cm.
- 45.8. 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 in the area of Jaipur Discom.

### **SECTION –III PRE-QUALIFICATION REQUIREMENT**

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 prequalifying conditions and on production of the required documentary evidences along with the Tender.

The bidder who fails to fulfill any or all the following pre-qualifying conditions, will be disqualified and his price bid will not be opened.

- a) The bidder should be registered Telecom Operator Company and should be a 3G GSM (OR HIGHER) services license holder allotted by DoT for Rajasthan State. The copy of appropriate licenses to be produced.
- b) The telecom service provider should have experience of minimum two years for providing 3G GSM (OR HIGHER) services in Rajasthan State. Mere possession of license will not qualify the service provider for the bid. (Documentary evidence to be provided).
- c) The bidder should be a company registered under Indian Companies Act.
- d) The bidder should have a registered number of i) VAT/Sales Tax where his business is located ii) Service Tax iii) PAN number.
- e) The service provider shall have at least 25 lac subscriber base in Rajasthan State as on 31-3-2013
- f) Operator should have Unified Access Service Licensing.
- g) Undertaking on non-judicial stamp paper of Rs. 100.00 that the bidder have not been black listed from any of the three Discom.

Note:

Documentary evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with the references as required in the above.

If required for verification of documents, this office may ask to produce the original copies of all required documents for verification during scrutiny of the Bid.

## **SECTION –IV SCOPE OF WORK**

1. JVVNL will initially procure approximately 6000 Nos. (Six thousand) company paid 3G (or higher) mobile connections under free closed user group (CUG) post paid plan for three Discoms i.e. JVVNL, AVVNL, JdVVNL. The requirement may increase or decrease as per the actual use during the currency of the contract.
2. The SIMs provided should be 3G (or higher) supported.
3. The CUG facility should be provided free of cost. All voice calls made within CUG group should be free of charge without any restriction on number of calls made or any other criteria.
4. Any indoor network coverage problems should be resolved within 15 days from the receipt of complaint by providing indoor boosters in the office area. For outdoor network coverage problem, the same should be resolved within 30 days from the date of receipt of complaint.
5. If the network coverage issues as above are not resolved within the stipulated period, then a penalty of Rs.100/- per month/connection will be levied and same will be recovered from monthly bills or from the security deposit.
6. The vendor shall provide the duplicate SIM at free of cost, in case of damage and lost SIM within 7 days from request receiving date.
7. There should not be any limit on number of connections to be provided under free CUG
8. The vendor shall nominate one manager (single point of contact) for each company i.e., JVVNL, AVVNL & Jd.VVNL. Any complaints of mobile phone services received shall be promptly addressed and resolved by the respective support staff.
9. In addition to above one Chief Manager shall be nominated by the vendor who will be responsible for addressing the issues related to your services for entire group of JVVNL, AVVNL & Jd.VVNL in Rajasthan.

10. The vendor shall make Disconnection or Deactivation of connections on request of Nigam within 7 days. After deactivation of any SIM/connection, there shall be 'zero' billing for connection/SIM for the deactivated period w.e.f. date of such intimation to vendor.
11. The vendor shall make Activation of connections on request of Nigam within 7 days.
12. The vendor shall issue New connection on request of Nigam within 7 days. This includes delivery of SIM to Discom's Nodal officer and activation of the SIM within the stipulated period.
13. The vendor should offer Mobile number portability facility (MNP). The existing CUG connections of JVVNL from other operators shall have to be transferred under successful operator's services by retaining old mobile numbers. The number portability should be completed within 15 days from the date of award of the contract.
14. If any SIM replacement is required due to number portability, same shall be offered free of cost to Discom.
15. The new connections issued by the vendor shall follow same series of digits as far as possible.
16. The mobile numbers issued should be a 10 digit number. The same 10 digit number shall be used for CUG calling.
17. No security deposit will be paid by JVVNL against new or existing connections or for activation of any type of services on the mobile connection except international services like ISD.
18. The service provider should provide facility of online viewing of bills, with access available to each individual user, if possible.
19. Single point contact person for JVVNL with detailed escalation matrix with name, contact No. & e-mail etc., should be submitted along with the tender.
20. The vendor shall submit only one plan as per BOQ while filling the price bid. The bids with multiple plans will be rejected.



21. The tariff plan offered and approved by; JVVNL shall also be extended to the officers/employees of JVVNL, AVVNL & Jd.VVNL, and approved vendors/services providers of Discoms, who wish to avail of it in their individual capacity. However, Discoms will not take any kind of responsibility for such connections.
22. No value added services should be activated on the company paid connections without written request of authorized person of Discoms.
23. If such facility is found activated without the request of Discoms' authorized person then no payment for such facility will be made by Discoms.
24. The vendor must reserve selected number series for new connections which would be unique and common for the Discoms' employees/officers.
25. Facilities such as itemized billing, CLIP, National roaming (NOT ROAMING CALL CHARGES) should be provided free of cost.
26. Other optional facilities like MMS, international SMS, ISD may be activated/deactivated on connections only through a written request of authorized person of Discom.
27. Any tariff amendment as mandated by TRAI or due to revision of rates by the vendor itself which calls for reduction of prices for any services shall have to be passed on to Discom with immediate effects.
28. Facility of sending SMS to entire group of company paid connection of JVVNL should be provided by the vendor.
29. The vendor must provide Blackberry/GPRS services in Rajasthan.
30. The Plan offered by the vendor shall support all value added services like Voice mail, conference etc. on optional basis on written request of authorized person of Discom.
31. The vendor shall provide all the services mandatorily as mentioned in BOQ.
32. The vendor shall provide SIM of different standard sizes like normal, micro, mini etc. as compatible with different phone models without any extra cost.
33. The bidder shall have to make every effort to strengthen their network in order to provide complete

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coverage to Discom subscribers located across Rajasthan upto various rural remote areas.

34. The vendor shall have to offer good quality network at all localities with call drops, disturbance, and poor signal etc. issues under the limit as set by TRAI.
35. In case, Discom subscriber faces continuous connectivity issues in a specific locality and after every effort to consolidate their network, the vendor fails to do so due to some technical limitations. In such areas, if, another mobile service provider has better presence, the vendor shall arrange to provide connectivity (under CUG Plan) by using services of the other service provider without any extra cost to Discom, keeping the mobile numbers of subscriber unchanged.
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## **SECTION – V : TECHNICAL OFFER**

### **TECHNICAL OFFER TO BE FURNISHED BY THE BIDDER ON THE COMPANY LETTER HEAD**

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**

**SUB: We submit our technical offer for the work of “PROVIDING 6000 Nos. MOBILE 3G GSM (or higher) SERVICE TO THE OFFICERS/EMPLOYEES OF JVVNL/AVVNL/JDVVNL UNDER FREE CUG IN RAJASTHAN STATE” against TN 48.**

**Dear Sir,**

We have submitted our technical offer for work of “PROVIDING 6000 Nos. MOBILE 3G GSM (or higher) SERVICE TO THE OFFICERS/EMPLOYEES OF JVVNL/AVVNL/JDVVNL UNDER FREE CUG IN RAJASTHAN STATE” against TN 48 .

We are submitting our proposals with complete set of enclosures.

We agree for execution of tendered work 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 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 exclusive 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 to 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 usage basis and there is no minimum assured quantity.
  - 13) 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.
  - 14) 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 proposals and decisions of the JVVNL.

Enclosed:

1. Annexure 1: General profile of the bidder

2. Annexure 2: Organizational Capabilities
3. Annexure 3: Financial Details
4. Annexure 4: Experience summary
5. Schedule 1: Schedule of deviations
6. Schedule 2: Confirmation of “No deviation” in commercial terms and conditions of this tender
7. Schedule 3: Confirmation of “No deviation” in technical terms and conditions of this tender
8. Schedule 4: Supporting documents to substantiate meeting of QR
9. Schedule 5: Experience summary
10. Schedule 6: Financial Offer Declaration.
11. Schedule 7: Check List.
12. Power of Attorney/Board Resolution in favor of signatory of the bid
13. Documents to ascertain the QR details as per details at Section III
14. Other details as called for in the tender specification document or which the bidder may like to highlight
15. Check lists as given in this document.
16. In this part the bidder will submit full relevant documents substantiating the details provided in the annexure and schedules
17. The bidder will substantiate details of the company (as declared on Annexure – 1) in the form of Certificate of Incorporation, MoU, registration certificate or any other relevant document as the case may be
18. Audited balance sheet and P&L statement required to ascertain the qualification of turn over
19. Copies of work order and performance report for the projects undertaken/ in hand (as declared on schedule -5)
20. Details as sought

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

Details	Responses
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 Firm	
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**

Particulars	Responses
Total number of permanent employees in the firm	
The bidder has more than 50 permanent employees on the payroll of the firm for at least 1 year in past 36 months.	Your response in Yes or No
Qualification and experience of personnel at different levels to be deployed for the proposed job	

**ANNEXURE – 3: FINANCIAL CAPABILITIES**

S. No	Particulars	Response
1	Turnover FY 09 -10 in INR	
2	Turnover FY 10 -11 in INR	
3	Turnover FY 11 -12 in INR	
3	Turnover FY 12 -13 in INR	
4	Total Turnover 09 to 13 in INR	

Enclose audited BS of the aforementioned FYs



**ANNEXURE – 4: EXPERIENCE SUMMARY**

Particulars	Experience
Provide list of corporate customers served presently for 3G GSM (OR HIGHER) services under CUG facility mentioning the number of connections in the plan.	
Enclose copies of enterprise service order so executed/orders in hand	
Other relevant documents as per PQR	

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

### **Technical Deviations**

<b>S. No</b>	<b>JVVNL'S specification clause</b>	<b>Deviation sought by the bidder</b>
1		
2		
3		
4		
5		
6		
7		

### **Commercial Deviations**

<b>S. No</b>	<b>JVVNL'S specification clause</b>	<b>Deviation sought by the bidder</b>
1		
2		
3		
4		
5		
6		
7		

**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 Premises  
Near Ram Mandir, Banipark  
Jaipur-302 006**

Dear Sirs,

**Sub:** Confirmation for “No Deviation” in Commercial terms & conditions of package No. JPD/SE/IT/  
TN 48

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.

Date :

Place :

(Signature).....

(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 Premises  
Near Ram Mandir, Banipark  
Jaipur-302 006**

Dear Sirs,

**Sub:** Confirmation for “No Deviation” in Technical terms & conditions of package No. JPD/SE(IT)/ TN 48

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.

Date :  
Place :

(Signature).....

(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 Premises  
Near Ram Mandir, Banipark  
Jaipur-302 006**

Dear Sir,

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.
- 6.

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

Date :  
Place :

(Signature).....

(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 Premises  
Near Ram Mandir, Banipark  
Jaipur-302 006**

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: FINANCIAL OFFER DECLARATION**

**The Superintending Engineer (IT)  
Jaipur Vidyut Vitran Nigam Limited  
Old Power House Premises  
Near Ram Mandir, Banipark  
Jaipur-302 006**

**SUBJECT: We submit our financial offer for the work of "PROVIDING 6000 Nos. MOBILE 3G GSM (or higher) SERVICE TO THE OFFICERS/EMPLOYEES OF JVVNL/AVVNL/JDVVNL UNDER FREE CUG IN RAJASTHAN STATE" against TN 48.**

Dear Sir,

We are submitting our financial proposals in excel file of BOQ, the detailed quoted price in accordance with the specification.

Condition:

**i) Selection of lowest price offer:**

- A. For selection of the lowest price offer, final price (Rs. per month per SIM) shall be calculated after summing up all the items of the BOQ.
- B. The BOQ comparative chart generated by E-procurement system may not be strictly as per criteria defined in this document. Therefore, the lowest price offer shall be decided by the Discom as per the declared criteria ignoring the result of E-procurement system as the case may be.
- C. If the price arrived at as per BOQ is same for two bidders, then bidder with lowest value of monthly rental would be declared the L1 Bidder.
- D. However the L1 rates as arrived after evaluation of the financial bid as per procedure outlined above need not be accepted by JVVNL outright.

ii) The prices mentioned in BOQ is exclusive of taxes and duties. The details of applicable taxes included in the above modules are as under:-

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

We declare the following:

- a. At present approximate requirement of company paid mobile connections under free closed user group (CUG) in three Discoms i.e. JVVNL, AVVNL, JdVVNL is 6000 nos. The requirement may increase or decrease. If Discom demands additional nos. of connections, service provider shall provide additional connections at same rates/terms as applicable under this contract.
- b. The usage quantity under different heads mentioned in the BOQ is typically for estimation purpose only and the actual use may differ widely from this. The payment shall be made for actual use during the month and no minimum charges shall be paid on the basis of usage.
- c. All outgoing calls within the CUG shall be free of cost.
- d. We 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. If any tax or duty is newly introduced or raised/reduced by the Govt. during the tenure of the contract and if same is applicable for services under this contract, the same will be paid extra/passed on to the JVVNL.
- e. The rates mentioned in price bid are valid up-to ninety days from the opening of financial offer
- f. We have quoted prices for each of the item of BOQ.
- g. We understand that there is no binding on JVVNL to place order on to the lowest bidder or on a single service provider. The order for providing CUG 3G GSM (OR HIGHER) mobile service may be placed on one or more than one service providers, if necessary.
- h. We understand that in case rate is not quoted for any item our offer will be rejected.



i. We understand that the evaluation of financial offer shall be made on final price worked out for all items.

j. We declare that there shall be no upward escalation of prices during the contract period.

We understand that the contract shall be awarded for an initial period of two year renewable for such period or periods as mutually agreed.

**Signature** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Date:**

**Place:**

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

[Authorized Signatory with seal of Company / bidder]

### **SCHEDULE 7: CHECK LIST FOR BID PROPOSAL**

S. No	PARTICULAR	YES/NO	PAGE NO.
1.	Is the Section –V Technical offer: attached with the bid proposal.		
2.	Is annexure 1: General Profile Of The Bidder; completed and enclosed with the bid proposal		
3.	Is annexure 2: Organizational Capabilities; completed and enclosed with the bid proposal		
4.	Is annexure 3: Financial Capabilities; completed and enclosed with the bid proposal		
5.	Is annexure 4: Experience Summary; completed and enclosed with the bid proposal		
6.	Is schedule 1: Schedule of Deviations; completed and enclosed with the bid proposal		
7.	Is schedule 2: Confirmation of “no deviation” in commercial terms and conditions of this tender; completed and enclosed with the bid proposal		
8.	Is schedule 3: Confirmation of “no deviation” in technical terms and conditions of this tender; completed and enclosed with the bid proposal		
9.	Is schedule 4: Supporting documents to substantiate meeting of QR; completed and enclosed with the bid proposal		
10.	Is schedule 5: Experience Summary; completed and enclosed with the bid proposal		
11.	Is schedule 6: Financial Offer Declaration; completed and enclosed with the bid proposal		
12.	Is schedule 7: Check List for Bid Proposal; completed and enclosed with the bid proposal		
13.	Is all the schedules duly signed, sealed and enclosed with the bid proposal.		NA
14.	Has the bidder submitted EMD of Rs 12 lacs as specified in ‘Instruction to bidder’ to Sr. A.O (TW), JVVNL for Kota city (Specify Amount, Receipt No., Date of receipt)		NA
15.	Has the bidder submitted Tender processing fee of Rs 1000/- to Sr. A.O (TW), JVVNL. (Specify Amount, Receipt No., Date of receipt, DD No. & DD date)		NA
16.	Has the bidder submitted Tender specification cost of Rs 5,000/- to Sr. A.O (TW), JVVNL. (Specify Amount, Receipt No., Date of receipt, DD No. & DD date)		NA

S. No	PARTICULAR	YES/NO	PAGE NO.
17.	Is the proposal submitted by single firm or Joint Venture / Consortium?		
18.	Has the bidder submitted the copy of order and performance certificate? <b>Note: In case of project in hand the status of execution from the user is required to be furnished with the bid.</b>		
19.	Has the bidder submitted the i)Balance Sheet ii)Profit & Loss statement iii)Auditor's Report for FY 2009-10, 2010-11, 2011-12, 2012-13 that: Note: In case of bidder having financial year closing other than March the last 36 months turn-over shall be furnished.		
20.	Is the bidder established in the business since last 5 years and Is the supporting document like certificate of incorporation, balance sheet, registration certificate etc furnished along with the bid proposal		
21.	Does the bid contains the name, address and place of business of the person or persons making the bid and is the bid signed and sealed by the bidder under his usual signature.		NA
22.	Is satisfactory evidence of authority of the person signing on behalf of the Bidder furnished with the bid		
23.	Is the bidder's name stated on the proposal same as that of the legal name of the firm and furnishing satisfactory evidence for the same?		
24.	Are all the pages of the proposal signed by an authorized representative of the bidder's firm		NA
25.	Undertaking on non-judicial stamp paper of Rs. 100.00 that the bidder have not been black listed from any Discom.		
26.	Name & Complete address of excise authority under whose jurisdiction their works/office falls.		