



**JAIPUR VIDYUT VITRAN  
NIGAM LTD.**



**Request For Proposal  
"Implementation of AMR  
system for DTs and  
Consumers on Infrastructure  
As A Service (IaaS) Basis"**

TN -62

**Purchaser:**



**Jaipur Vidyut Vitran Nigam Ltd (JVNL), Jaipur**

**Office of the Superintending Engineer (IT), JVNL,  
Jaipur**

**Email: [seit@jvnl.in](mailto:seit@jvnl.in)**

**Tel : 0141 2741561**

## NOTICE INVITING TENDER

Reference No: TN - 62

Jaipur Vidyut Vitran Nigam Ltd. [“JVVNL”/ “Jaipur Discom”] had invited bids from competent Agency for work of “**Implementation of AMR system for DTs and Consumers on Infrastructure As A Service (IaaS) Basis**”

The contract period shall be initially for a period of six years including the Implementation & Rollout period of One Year from the date of award of contract. The contract period may further be extendable for further two year, as per mutual agreement.

Mode of Bid Submission	Online through e-Procurement/e-Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Tendering Authority	Superintending Engineer (IT) Jaipur Vidyut Vitran Nigam Ltd. Room No.117, Vidyut Bhawan Jyoti Nagar, Jaipur Rajasthan, 302005.
Estimated cost of Project	Rs. 150 Crs
Contact Persons	1) Ram Avatar Sharma SE (IT) Office: 0141-2741561 2) RK Sharma, XEN (IT).
Submission of Banker's Cheque/ Demand Draft in favour of AO(IT&RE),JVVNL, Jaipur or online in the name of AO(IT&RE), JVVNL, Jaipur, having A/c No. 51093320466 in the SBI Collectorate Branch, Jaipur having IFS Code SBIN0031206 against <b>Tender Document Fee (including GST@ 18%)</b> deposited in the office of the AO(IT&RE) (non-refundable), payable at Jaipur, Rajasthan. The bankers cheque / Demand Draft / copy of bank statement showing payment of Rs. 5900/- will have to be furnished with the Bid.	Rs: 5900/- before 6.3.2018 upto 4 PM
Submission Demand Draft for <b>e-Tender Processing Fee</b> with AO(IT&RE) in favour of M.D, RISL payable at Jaipur(non-refundable)	Rs: 1180/- before 6.3.2018 upto 4 PM
Submission of <b>Bid Security through DD / Bankers Cheque in</b> favour of AO(IT&RE),	Rs. 3.0Crores before 6.3.2018 upto 4 PM

JVVNL or online in the name of AO(IT&RE), JVVNL, Jaipur, SBI Collectorate Branch, Jaipur having IFS Code SBIN0031206 , A/c No. 51093320466 or in the form of BG in the name of SE(IT) ( BG on stamp paper of 0.25% of BG amount or maximum uptoRs. 25,000/-).	
Submission Date for Banker's Cheque/ Demand Draft / BG for Tender Fee, BID SECURITY, and Processing Fee.	The deadline for submission of these instruments is Bid Submission Deadline. The Bidder can submit these instruments before the deadline. The Bidder has to submit the same in hard copy and attach the scan of receipts with online bids.
Bid submission Last Date/ Time	7.03.2018 up to 2 PM
Date & Time of Opening of Technical Bids	7.03.2018 at 3 PM
Date & Time of Opening of Financial Bids	To be intimated later
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> <a href="http://www.jaipurdiscom.com">http://www.jaipurdiscom.com</a>
Bid Validity & BID SECURITY Validity	<b>Bid Validity:</b> 90 Days from the date of Financial Bid Opening <b>BID SECURITY Validity:</b> 180 days from date of Technical Bid opening. If required, the same shall be requested to be extended.

The prospective bidder should have the necessary competence, adequate financial standing, sufficient experience, expertise as per Qualification Requirement detailed in this document.

Before bidding under this bid, in order to avoid non responsiveness of bid, bidder should ensure that:

1. They are qualified as per QR mentioned in this document
2. The offered solution meets the technical requirement laid down in this document.

**Scope of Work is detailed out in the subsequent sections of the RFP**

**NOTE:**

1. The 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> 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

**Address:** e-Procurement Cell, RISL, YojanaBhawan, TilakMarg, 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 tender document and the GoR e-tendering system, the latter shall be final.
5. The complete tender document has been published on the websites, [www.jaipurdiscom.com](http://www.jaipurdiscom.com) and <https://www.eproc.rajasthan.gov.in> for the purpose of downloading.
6. The downloaded tender document shall be considered valid for participation in the bid process subject to submission of required Tender fees, e-Tender Processing Fee&BID SECURITY as mentioned in the NIT Section table. A copy of receipt of the tender fees, e-Tender Processing Fees &BID SECURITY must be enclosed along with the Technical bid/ proposal failing which the bid will be summarily rejected. The last date of submission of these Original instruments is mentioned in the NIT Table. The Bidder must take due care in submitting the instruments and collecting receipts from Jaipur Discom so that the Originals are submitted in hard copy and receipt scans are uploaded with the Technical Bid, before the Bid Submission Deadline.
7. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally by the Bidder. The Technical and Financial Bid which is uploaded on eproc portal must be signed and stamped on each relevant page by the designated Authorized Representative of the bidder. The name, designation and authority of the designated Authorized Representative of the Bidder shall be stated in the Bid.
8. No contractual obligation whatsoever shall arise from the tender document/bidding process unless and until a formal contract is signed and executed between the purchaser and the successful bidder(s).
9. JVVNL disclaims any factual/ or any other errors in this tender 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 bids.
10. Bids will be considered only in the prescribed manner. Bids not submitted in the prescribed format will be summarily rejected without further evaluation.

11. Copies of various documents to be enclosed along with the bids 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. The Bids can be submitted up to date and time given as specified in the NIT Table.
13. The complete bidding process is defined in the tender document.
14. 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 tender document, all such bids will be summarily rejected.
15. Tendering Authority reserves the complete right to accept or reject in part or full any or all the bids without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/ rejected by the tendering authority.
16. In case, a dispute arises with regard to interpretation/ omission/ error in this tender document, bid submitted, other documents; the decision of SE (IT), JVVNL, JAIPUR will be final and binding upon the bidders.
17. Interested bidders may obtain further information from the office of **The Superintending Engineer (IT), Jaipur Vidyut Vitran Nigam Ltd, Room No. 117VidyutBhawan, Jaipur.**

**Superintending Engineer (IT)**

Jaipur Vidyut Vitran Nigam Ltd.

**Room No. 117VidyutBhawan, Jaipur 302005.**

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## SECTION 1: INTRODUCTION & OBJECTIVE

### 1.1. INTRODUCTION

JAIPUR VIDYUT VITRAN NIGAM LIMITED (Jaipur Discom) is an undertaking of Government of Rajasthan engaged in supply and distribution of electricity in 12 districts of Rajasthan, namely Jaipur, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, SawaiMadhopur, Tonk and Karauli.

JVVNL intends to award the work for Implementation of AMR system for DTs and consumer on OPEX model for a period of 6.0 years (including implementation period of 1 year + O & M period for 5 years) along with up keeping of existing AMR system installed under RAPDRP / Other scheme. The objective is to implement an AMR system covering metering, communication device, data acquisition, analysis and reporting system.

The System would further facilitate consolidation of various parameters downloaded from the meters into a database thus enabling generation of various MIS reports for analysis.

The proposal shall help in improved operational performance efficiency as the faults can be identified in real time, lowering of cost for meter reading, Accurate meter reading, no more estimates. The overall impact would be computation of DT wise T&D losses. Improvement in operational performance will help in reducing consumer complaints related to power outages, meters and billing system. AMR data can be used for DT and consumer consumption profiling which shall help in analyzing the consumption trend and demand forecasting can be done more accurately. Tampering of meters shall be easy to detect and necessary action could be taken in shortest of time.

The AMR system should support with strong user management, administrative area management (utility administrative hierarchy like zone, circle, division, sub division etc.) and flexible tabular, graphical reporting module.

### 1.2. OBJECTIVE

To implementation AMR system for DTs and Consumers through the web based system. This includes-

- 1.2.1. Installation of AMR system for DTs: The objective is to implement an AMR system which will enable the Discom to capture consumption data from an energy meter. The data can be used to analyze usage and manage consumption and to identify and resolve technical issues of its network on real time.
- 1.2.2. Installation of AMR system for Consumers: The objective is to implement an AMR system covering communication devices, data acquisition, analysis, automatic billing and reporting system.
- 1.2.3. To develop an online system having dashboard to display the various information to be customized as per Discom requirement.
- 1.2.4. Web Based system for generation of reports & data analysis.
- 1.2.5. Maintenance of AMR system implemented under new installations as well as existing AMR system installed under RAPDRP Scheme.

## SECTION 1: INTRODUCTION & OBJECTIVE

- 1.2.6. Integration with Discom Billing/CCC/Feeder monitoring system/DT Metering system installed under RAPDRP/ SCADA/Revenue Management System or any other internal or external system as per the requirement of Discom during the project tenure.
- 1.2.7. The connectivity charges for entire system are in the scope of the bidder.
- 1.2.8. The system shall be meant for Data Logging of various essential parameters of all the Distribution Transformers Meters & Consumer Meter. This system shall be useful to make the information available online for various stake holders including public portal, meter data analysis, information dissemination, integration with RAPDRP system, MIS and Exception reports generation.

### 1.3. The above work includes the following

- i. Supply, installation, commissioning of AMR system including Meter, Modem, Meter Box, Associated LTCT set and other accessories at Distribution Transformers.
- ii. Deployment of Web Based Application on the Cloud for Meter Data Acquisition, Meter Data Analysis, Meter Data Management, Report Generation, Integration with DISCOM Billing & other IT Systems and Dissemination of information on Web Portal/Web Application and Mobile App.
- iii. Supply the required 4G/3G/2G/GPRS SIMS along with the required data packs for the contract duration.
- iv. Deployment of required manpower for repair, maintenance, replacement, updating, change management of the system covering metering infrastructure, IT infrastructure, Hosting & Software Solution.
- v. In certain case, it might be possible that certain items i.e. Meter, Modem, Meter box, LT-CTs etc are already available at site, under such scenario the vendor shall supply and install the missing component only and accordingly the payment shall be made.

The entire system shall be provided on IaaS basis (Infrastructure as a Service) and no other costs shall be allowed other than the quoted during the contract period.



## Section 2: QUALIFICATION REQUIREMENTS (QR)

- 1. INTRODUCTION:** The Bidders are advised to study the tender document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

This section covers the minimum requirement with respect to experience, capability and other particulars of the Bidder to be considered eligible for participation in the bid for the proposed work. The BIDDER shall become eligible to bid on satisfying the following "BID QUALIFICATION REQUIREMENTS" and on production of the required documentary evidences along with the Tender.

**BID QUALIFICATION REQUIREMENTS:-** The Bidder must possess following credentials prescribed as Pre-Qualification Criteria. If any bidder fails to fulfil the Qualification Requirement (QR), his bid will be treated as non-responsive and no further correspondence/clarification will be taken into consideration for the same.

It is also intimated that merely meeting the following requirements does not indicate that the bidders shall be short listed for opening of financial bid. The short listing shall be made considering all the technical parameters.

- 2. The Bid may be made by Single Bidders OR by a valid consortium of maximum Two members as detailed hereunder.**

**3.1 The single bidder may be**

- I. IT Based company

**OR**

- II. Meter Manufacturer

- A. If the Bidder is IT Based company, then the following Qualification requirements shall be applicable :**

QR No.	Criteria	Supporting Documents Required
1	Bidder shall be incorporated under Indian Companies Act 1956/2013 which is existing from last 5 financial years.	<ul style="list-style-type: none"> <li>Copy of Self-Attested Incorporation Certificate in case of Company</li> <li>MOA &amp; AOA in case of Company</li> </ul>
2	The bidder should be an Information Technology Services Company and should have been continuously providing services to power distribution utilities in India from last 5 years as on the date of submission of bid on BOO / BOOM / SaaS / IaaS model involving deployment of Software, Hardware, Manpower and Associated Services in the areas of Meter Data Downloading & Analysis /	Proof of Work order & performance certificate/ work order completion certificate to be submitted

Section 2: QUALIFICATION REQUIREMENTS (QR)

QR No.	Criteria	Supporting Documents Required
	AMR / MDAMS implemented for three phase whole current meters / LT-TVM/HT-TVM meters.	
3.	The bidder should have executed or executing at least one project of Meter Data Acquisition (AMR) for acquiring meter data through GPRS/Internet/VPN or any other communication mode and making the data available on central web server during the last five years ( Jan'13 to Dec'17) .  The Work Award for the above project shall be for a minimum of 7500 meters.	<ul style="list-style-type: none"> <li>• Proof of Work Orders to be submitted.</li> <li>• The bidder should furnish Manufacturer Authorization Form from meter and modem manufacturer /OEM for providing meter and modem as per specifications provided in tender document.</li> </ul>
4.	The bidder should have following certificates, which should be valid as on date of bidding: <ol style="list-style-type: none"> <li>1. ISO 9001:2008/2015</li> <li>2. ISO 27001</li> <li>3. CMMI Level 3 DEV or above for Software Development</li> </ol>	Valid ISO Certificates should be submitted.  Certificate of Appraisal issued by authorized transition partner of CMMI institute with SCAMPI ID to be uploaded.
5.	(i) The bidder should have average annual turnover of Rs 40 Crores of last three financial years ending on 31-Mar-2017 (i.e. for the 2014-15, 2015-16 & 2016-17).  (ii) The bidder should have positive net worth as on 31.3.17	Copy of the audited statement of accounts (PL Account & Balance Sheet) duly certified by the Chartered Accountant to be submitted as a proof of turnover and net worth.
6.	The Bidder should have not been black listed by any of Power Distribution Utility in India as on date of bidding.	Self-Declaration for No Blacklisting on appropriate non-judicial stamp paper duly notarized.
7.	The bidder should possess minimum Class 'B' or above electrical contractor licenses issued by Electrical Inspectorate of Govt. of Rajasthan.  <i>* If the above certificate is not furnished at the time of bidding, bidder may furnish Bank Guarantee of Rs. 5.0 Lacs with undertaking to furnish the above License within 2 months from the date of award of contract. However the date of Implementation schedule shall not be extended on these grounds failing which said BG shall be invoked.</i>	Valid certificate to be submitted <ul style="list-style-type: none"> <li>• Copy of Self Attested Class 'B' Electrical or above electrical contractor licenses issued by Electrical Inspectorate of Govt. of Rajasthan.</li> </ul> <p>In Case the Class 'B' Electrical or above electrical contractor license are not available with the bidder, the bidder shall furnish an undertaking along with Bank Guarantee of Rs. 5 Lacs (proforma enclosed) that the same shall be furnished <i>within 2 months from the date of award of contract.</i></p>

Section 2: QUALIFICATION REQUIREMENTS (QR)

OR

**B. If the Bidder is a METER MANUFACTURER, then the following Qualification requirements shall be applicable :**

QR No.	Criteria	Supporting Documents Required
1	Bidder shall be incorporated under Indian Companies Act 1956/2013 existing from last 5 financial years.	<ul style="list-style-type: none"> <li>• Copy of Self-Attested Incorporation Certificate in case of Company</li> <li>• MOA &amp; AOA in case of Company</li> </ul>
2	The bidder should be Meter Manufacturer of Electricity Meters in India should have supplied a minimum of 1,50,000 LTTVM/HTTVM/Three phase Whole Current meters with Communication ports/AMR Meters for power distribution utilities in India in the last 3 financial years i.e. (April'14 to March '17).	<ul style="list-style-type: none"> <li>• Proof of Work order &amp; performance certificate/ work order completion certificate to be submitted.</li> <li>• The bidder shall furnish undertaking that either in-house IT software shall be used or it shall be outsourced.</li> </ul>
3.	The bidder should have ISO 9001:2008/2015certifiedwhich should be valid as on date of bidding.	Valid ISO Certificates should be submitted.
4.	(i) The bidder should have average annual turnover of Rs. 100 Crores of last three financial years ending on 31-Mar-2017 (i.e. for the 2014-15 ,2015-16 & 2016-17) . (ii) The bidder should have positive net worth as on 31.3.17.	Copy of the audited statement of accounts (PL Account & Balance Sheet) duly certified by the Chartered Accountant to be submitted as a proof of turnover and net worth.
6.	The Bidder should have not been black listed by any of Power Distribution Utility in India as on date of bidding.	Self-Declaration for No Blacklisting on appropriate non judicial stamp paper duly notarized.
7.	The bidder should possess minimum Class 'B' or above electrical contractor licenses issued by Electrical Inspectorate of Govt. of Rajasthan.  <i>* If the above certificate is not furnished at the time of bidding, bidder may furnish Bank Guarantee of Rs. 5.0 Lacs with undertaking to furnish the above License within 2 months from the date of award of contract. However the date of Implementation schedule shall not</i>	Valid certificate to be submitted  <ul style="list-style-type: none"> <li>• Copy of Self Attested Class 'B' Electrical or above electrical contractor licenses issued by Electrical Inspectorate of Govt. of Rajasthan.</li> </ul> <p>In Case the Class 'B' Electrical or above electrical contractor license are not available with the bidder, the bidder shall furnish an undertaking along with Bank Guarantee of Rs.</p>

Section 2: QUALIFICATION REQUIREMENTS (QR)

QR No.	Criteria	Supporting Documents Required
	<i>be extended on these grounds failing which said BG shall be invoked.</i>	5 Lacs (proforma enclosed) that the same shall be furnished <i>within 2 months from the date of award of contract.</i>

**3.2 If the Bid is made by Consortium of two members, the following Qualification criterion shall be applicable:**

**A. Qualification Criterion**

- i. The one member shall be an IT Company having qualification as per above in clause 3.1 (A).
- ii. Another member shall be Meter Manufacturer having qualification as per above clause 3.1(B).
- iii. Any of the above members can be designated as a Lead Member.

**B. Other conditions for consortium**

- i. The bid, and in case of a successful bid the “ Contract Agreement, shall be signed by all the partners so as to be legally binding on all the members
- ii. One of the partners shall be nominated as being partner incharge (lead partner) and this authorization shall be supported by submitting a power of attorney signed by legally authorized signatories of all the partners;
- iii. The partner incharge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partner of the Consortium and the entire execution of the contract including payment shall be done exclusively with the partner incharge (lead partner).
- iv. All partners of the Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization as well as in the form of bid and the form of contract agreement (in the case of a successful bid);
- v. In the event of any default by any partner/partners of the Consortium, the other partner/partners shall accept the liability and execute the contract in full.
- vi. Responsibilities in respect of execution of tendered work by the partner incharge (lead partner) as well as of each Consortium member shall be clearly indicated in the agreement.
- vii. The Consortium agreement shall not be cancelled or amended unilaterally without consent of the purchaser and a statement to this effect should appear in the consortium agreement.
- viii. A firm can submit only one bid in the same bidding process, either individually as a bidder or as a partner of a Consortium. A bidder who submits or participates in more

Section 2: QUALIFICATION REQUIREMENTS (QR)

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- than one bid will cause all the bids in which the bidder has participated to be disqualified.
- ix. Bids from agents are not acceptable in the case of Consortium and such bids will be treated as non-responsive.
  - x. The Consortium should furnish the relevant information and documents as specified under clause above and should satisfy the various requirements stated in other clauses also.

Original consortium agreement on Non judicial stamp paper duly registered with sub registrar office of appropriate value satisfying the above conditions shall be submitted with to the SE(IT), JVVNL , Jaipur indicating role and duties of each consortium member.

**Note:**

**In case of non-furnishing the requisite documents along with the bid, the bid will be considered as non-responsive and bid may be summarily rejected.**

## Section 3: INSTRUCTION TO BIDDERS

### 3.1. GENERAL INSTRUCTIONS

- 3.1.1. Tendering authority will receive bids in respect of services as set forth in the Tender document.
- 3.1.2. All bids shall be prepared and submitted in accordance with terms and conditions of this Tender Document.
- 3.1.3. 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 and submitting the Bids.
- 3.1.4. If the bidder has any doubt as to the meaning of any provisions or any portion thereof, he shall before submitting the Bid, may refer the same to the Tendering Authority in writing, well in time before the specified date of opening of Bids so that such doubts may be clarified.
- 3.1.5. 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 this Tender document unless otherwise specifically indicated/ commented by him in his Bid.
- 3.1.6. 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.

### 3.2. FIELD CONDITIONS

- 3.2.1. The bidder may in its own interest, before submitting the bid, inspect and examine the area involved and satisfy it regarding the existing system.
- 3.2.2. For ascertaining the existing system, condition's etc., the agency may contact the Tendering Authority.
- 3.2.3. No claim from Bidder or Agency 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 by them at the time of submitting the bids.

### 3.3. 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 has to be executed within the ordered price.

### 3.4. PREPARATION OF BIDDING DOCUMENT

#### 3.4.1. BID SECURITY

- a. The Bidder shall furnish Bid Security as per the prescribed in NIT section.
- b. The Bidder shall **deposit/submit** the Bid Security in prescribed format to the Accounts Officer (IT&RE), JVVNL, and Jaipur within the stipulated date & time, and obtain a receipt.
- c. Bid uploaded but not accompanied by a copy of the receipt for depositing Bid Security shall be rejected and the Bid will not be opened.

### Section 3: INSTRUCTION TO BIDDERS

- d. In case of bidders who are declared as non-responsive, Bid Security will be refunded on production of the original receipt within 15 working days after opening of financial bid.
- e. Adjustments/proposals for acceptance of Bid Security, if any, **already** lying with the Discom in connection with some other bids/orders shall not be entertained. Also, the Discom will not adjust the Bid Security under this tender with the previous dues of bidder if any.
- f. No interest shall be payable on Bid Security.
- g. Jaipur Discom reserves the right to forfeit Bid Security, if successful bidder either has not accepted the work order or not completed the contractual requirement within the specified period.

#### 3.4.2. Tender Document Fee & Tender Processing Fee

- a. The bidders are permitted to download the bid document from websites <https://www.eproc.rajasthan.gov.in>, [www.jaipurdiscom.com](http://www.jaipurdiscom.com) but must pay the cost of Tender document fee and e-Tender processing fee as mentioned in NIT table within the stipulated date & time in the office of Accounts Officer (IT&RE), Jaipur and obtain acknowledgement thereof. Such processing fee shall be sent to RISL by AO(IT&RE).

### 3.5. CLARIFICATIONS AND AMENDMENTS & DEVIATION FROM TENDER DOCUMENT

#### 3.5.1. CLARIFICATIONS TO THE TENDER DOCUMENT

- a. Verbal clarifications and information given by the Discom or his employee(s) or his representative(s) shall not in any way be binding on the owner.
- b. The bidder is required to carefully examine the Terms & Conditions including specifications of this Tender document and fully inform himself as to all the terms and conditions which may in any way affect the Work or the cost involved thereof.

#### 3.5.2. CLARIFICATIONS TO THE BID

- a. 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 or e-mail of the Authorized Signatory of the Bidder.
- b. 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.
- c. 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 Bids

#### 3.5.3. AMENDMENT OF TENDER DOCUMENT

### Section 3: INSTRUCTION TO BIDDERS

- a. At any time prior to the deadline for submission of the Bids, if the Tendering Authority deemed it necessary to amend the Tender document, it shall do so by issuing appropriate Corrigendum/Addendum.
- b. Any Corrigendum/Addendum issued shall be a part of the Tender document and shall be published on the website of Jaipur Discom & e-proc portal.
- c. To give prospective Bidders reasonable time 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.
- d. Any change in date of submission and opening of bids would be published through Jaipur Discom's website and e-proc portal.

#### 3.5.4. DEVIATION FROM BID DOCUMENTS

- a. The bidder should comply all requirements set out in the bidding document and **NO TECHNICAL and COMMERCIAL Deviation shall be entertained.**
- b. The Bids with Deviation from the requirement laid down in this document shall be considered as NON Responsive.
- c. The offer must have 'No Deviation' certificate as per bid document.

#### 3.6. SUBMISSION AND OPENING OF BIDS

##### 3.6.1. COST OF BIDDING:

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

##### 3.6.2. 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, in which case, for purposes of interpretation of the Bid, such translation shall govern.

##### 3.6.3. BIDS ARE TO BE SUBMITTED IN TWO PARTS

The Bid shall be submitted within the specified time on <https://www.eproc.rajasthan.gov.in> in electronic format in the following manner:

##### **Part- A (Technical Bid): will contain**

- a. Cover 1: Fees (to be uploaded in pdf format)
  - (i) Copy of receipt of submission of Tender document fees



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- (ii) Copy of receipt of submission of Tender processing fee
- (iii) Copy of receipt of submission of BID SECURITY (BG)
- b. Cover 2: Techno-Commercial Bid (to be uploaded in pdf format):
  - (i) Complete Technical Bid comprising information in specified formats and schedules (Except the price schedule) including details & design of the proposed system(s) to meet out the work requirement together with its capabilities.
  - (ii) Supporting documents to ascertain the eligibility / qualification as per the QR requirements of this tender

The Tendering Authority may ask 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 working days.

**Part- B (Financial Bid): will contain**

- a. The Financial Bid for carrying out the scope of work defined for this project.
- b. The Financial Bid is to be submitted in excel file of BOQ.
- c. The Financial Bid will be opened only for the Bidders shortlisted on the basis of Technical Bid.
- d. The date of opening of such Financial Bids will be intimated on the eproc website

**3.6.4. SUBMISSION OF PROPOSALS**

- a. Bidder shall submit their bid in electronic format, which shall be digitally signed and further signed & stamped on each page by the designated authorized representative of the Bidder. Bidder shall procure Digital Signature Certificate (DSC) as per the provisions mentioned in Note 2 of the NIT table.
- b. **Physical submission of bids is not allowed.** If asked by Tendering Authority the bidder is required to submit original technical bid in hardcopy which shall be the exact replica of online bid submitted. In case of any discrepancy between online and hardcopy Bid, the Bid submitted online shall prevail.

**3.6.5. FILLING OF BIDS**

- a. Bids shall be submitted on e-portal with the formats and schedules given in the Tender document duly filled in. The completed formats and schedules shall be considered as part of the contract documents in case the same Bidder becomes Successful Bidder. The Bids which are not in conformity to the schedules and formats of the Tender document, may not be considered.
- b. No alteration should be made to the format and schedules of the tender document. The Bidder must comply all the requirements laid down in this RFP.
- c. Tender should be filled in only with ink or typed and must be submitted online after signing digitally.

### Section 3: INSTRUCTION TO BIDDERS

- d. All additions, alterations and over-writing in the bid must be clearly signed by the authorized representative of the bidder otherwise bid shall be summarily rejected.
- e. 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 doubt and further may result in rejection of such Bid.
- f. The Tendering Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- g. All bids and accompanying documents shall be addressed to Jaipur Discom.

#### 3.6.6. ALTERNATIVE BIDS

Alternative bids shall not be considered at all.

#### 3.6.7. BID PRICES

- a. All the prices should be quoted only in Indian Rupees (INR) Currency.
- b. The prices quoted in BOQ.xls should be **exclusive of GST/any taxes** and other government levies as applicable. The present rates of applicable taxes shall be indicated by the bidder in its Bid, which is subject to statutory variation and shall be borne by Discom.
- c. The bidder will furnish the break-up of the quoted price in Financial Bid according to the 0 - Section 9: FORMAT FOR FINANCIAL BID SUBMISSION, indicating rate and type of each tax clearly, as per the rates prevailing within 7 days before the bid date. Any statutory variation and imposing of new tax by government subsequent to bid submission/currency of Contract shall be on Discom account.
- d. The quantity of DT/consumer meters& modems under scope mentioned against DISCOMs is on average basis and may increase or decrease, however the payment shall be made as per the actual work made during the month for which the system generated report shall be submitted.

#### 3.7. PERIOD OF VALIDITY OF BIDS

- 3.7.1. The bid validity period is provided in the table mentioned in the NIT section. Bids mentioning a shorter validity period than specified are likely to be summarily rejected.
- 3.7.2. Tendering Authority 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 BID SECURITY suitably.

#### 3.8. SIGNATURE OF BIDDER

- 3.8.1. The bid must contain the name, address and place of business of the Bidder and must be digitally signed and sealed by the designated Authorized Representative of the Bidder. The name of such person should also be typed or printed below the signature.

### Section 3: INSTRUCTION TO BIDDERS

- 3.8.2. Bid by a partnership firm must be furnished with full names of all partners.
- 3.8.3. Bids by corporation/ company must be signed by the Authorized representative of the Bidder with the legal name of the corporation/ company.
- 3.8.4. Satisfactory evidence of authority (Power of Attorney) of the person signing on behalf of the Bidder shall be furnished with the bid.
- 3.8.5. The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 3.8.6. Bids not conforming to the above requirements of signing shall be disqualified.

#### **3.9. DELAY IN BID SUBMISSION**

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 not be accepted.

#### **3.10. RECEIPT OF BIDS**

Bids shall only be received through <https://www.eproc.rajasthan.gov.in> website.

#### **3.11. 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.

#### **3.12. BID OPENING**

- 3.12.1. Jaipur Discom shall perform the Bid opening at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present.
- 3.12.2. Only the bids of those bidders who qualifies post the Technical Bid evaluation shall be eligible for Financial Bid opening. The date and time of Financial Bid opening to the technically qualified Bidders would be intimated later. The bidder who has quoted lowest shall be termed as the successful bidder.

#### **3.13. EVALUATION AND COMPARISON OF BIDS**

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

##### **1<sup>st</sup> Stage: Qualification Requirement (Part –A) & Evaluation of Technical offer**

- A. Qualification Requirement-** Each bid shall be evaluated to ascertain the qualification of bidder with respect to the requirements laid down in this RFP.
- B. Availability for No-Deviation Certificate.** If any deviation is found, the bid shall be declared as non-responsive.
- C. Technical details and proposals submitted by the bidders shall be critically examined in line with objectives & scope of work mainly but not limited to the following criteria:**
  - a. Schematic diagram showing all the modules & components of the systems covered in the specification and integration with existing systems.
  - b. Description of the technical solution for achieving the integrations as shown in the above schematic diagram.

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- c. Compliance to the Functionalities of Solution offered.
- d. Compliance to the proposed Software's as per the RFP along with the OEM & Versions.
- e. Details of proposed Modems, Meters and associated accessories.
- f. Adherence with the time period as per schedule of deliveries defined in the RFP along with the work break down schedule.

*Note: JVVNL shall prepare the list of qualified bidders on the basis of above criterion and accordingly will be notified through e-portal for opening of financial bid.*

**2<sup>nd</sup> Stage: Financial Bid Evaluation**

- I. Only those bidders who have quoted for all the components of the Financial Bid shall be considered for evaluation.
- II. The Financial Bids which are opened shall be evaluated and the bidders whose total quote is the lowest shall be ranked as L1 bidder.
- III. The Purchaser will correct arithmetical errors during evaluation of Financial Bids 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 Purchaser 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. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (i) and (ii) above.
  - (iv) If there is a discrepancy between percentage and figures related to various taxes or levies, the percentage shall prevail over figure mentioned. However, where the amount expressed in percentage is related to an arithmetic error, the amount in figures shall prevail subject to (i) and (ii) above. It should also be noted that at time of payment against, the prevailing tax/levy rates will be used as on the date of approval of payment
  - (v) Except as provided in sub-clauses (i) to (iv) herein above, Tendering Authority shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.
- IV. If the Bidder does not accept the correction of errors, its Bid shall be disqualified and its EMD shall be forfeited
- V. The bids will be evaluated and awarded as per the evaluation criteria that "The Bidders having lowest financial quote during Financial Bid Evaluation shall be considered as the L1 Bidders".

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- VI. The EMD of the other technically qualified Bidders shall be returned within 15 working days from the date of signing of Contract by the Discom with the successful Bidder.

**3.14. CONFIDENTIALITY**

- 3.14.1. 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.
- 3.14.2. Any attempt by a bidder to influence the tendering authority or other officials of Discom in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions shall result in the rejection of his bid.
- 3.14.3. 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.

**3.15. NON-MATERIAL NON-CONFORMITIES**

- 3.15.1. Provided that a bid is substantially responsive, the Tendering Authority, to rectify omission in the bid related to requisite documents may request the bidder to submit the necessary information or documentation provided that the required information was in existence as on date of opening of bid. No new information created after opening of bid shall be considered.

**3.16. DISQUALIFICATION**

- 3.16.1. Tendering authority may at its sole discretion and at any time during the processing of bid, disqualify any bidder/ bid from the bid process on following grounds:
- Any action on the part of the bidder to revise the rates/prices and modification in technical or commercial substance of Bid, at their own.
  - 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 Discom at least for one year.
  - The Bidder has been disqualified from any other Discom for any violation of code of conduct.
  - In case of bidder not adhering to the format of financial offer given with this document the bid / offer may be rejected / non-responsive.
  - In case of any misapprehension at bidder level which may lead to wrong price bidding, Discom reserve the right to reject the bid or take necessary loading / unloading to arrive the correct price as per aspersions of Discom / tender specification. Accordingly the bidders are advised to ask to clarify about any misapprehension before bidding. No excuse shall be considered in this regard.

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- f. Does not meet the Qualification Requirement (QR) as mentioned in the bidding document.
- g. During validity of the bid or its extended period, if any, increases his quoted prices.
- h. Has imposed conditions in his bid.
- i. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- j. Has been black listed, by any utilities of India during as on 31.3.17.
- k. Has submitted bid which is not accompanied by required documentation and BID SECURITY/Tender document fees/Processing fees

**Note:** Bidders may specifically note that while processing the bid documents, if it is 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.

### 3.17. AWARD OF CONTRACT

#### 3.17.1. ACCEPTANCE OF THE TENDER/BID AND NOTIFICATION OF AWARD

- a. After the selection of the Successful Bidder by the Tendering Authority within the validity period of Bid, shall inform such Bidder in writing by issuing Letter of Intent (LOI).
- b. The Successful Bidder shall send an acknowledgement the LOI to the Discom, post which Discom shall prepare and send a detailed work order to the Successful Bidder. In case, the Successful Bidder refuses to accept LOI, and not intent to perform the scope of work, the offer shall be rejected with forfeiture of its BID SECURITY and order may be placed to L2 bidder (provided he accepts the prices offered by L1 bidder).
- c. Discom shall issue Work Order to the Successful Bidder requiring him to do the following things within specified timeline. If the Bidder fails to do the following things within specified timeline, BID SECURITY of such Bidder may be forfeited and Tendering Authority of Discom may consider the next ranked bidder.
  - (i) Written Letter of Acceptance of Work Order along with duly signed and sealed copy of such Work Order as token of such acknowledgement within 7 working days.
  - (ii) Submission of Performance Guarantee as required to be submitted under the Contract within 15 working days.
  - (iii) Signing of the Contract (based on the terms & conditions of this Tender Document) with the Discom within 15 working days after issue of Contract format by Discom to the Successful Bidder. In case any of the party (Discom and the Successful Bidder) is unable to sign the Contract within 15 working days, it shall inform the other party in advance regarding the same along with the reason and suitable time for signing of the Contract.
- d. Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to

### Section 3: INSTRUCTION TO BIDDERS

unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date. It is discretion of bidder to accept the extension or not. Those bidders who do not accept shall be discontinued from the bid process and their BID SECURITY may be refunded.

- e. Until a formal Contract is prepared and signed, the Work Order/ LOI shall constitute a binding Contract.

#### **3.18. SIGNING OF CONTRACT AGREEMENT**

- 3.18.1. The successful bidder will, on receipt of Work Order from the Discom enter into a contract with the DISCOM by jointly signing the Contract.
- 3.18.2. The draft of the contract based on terms and condition, will be forwarded to the successful bidder for execution by the Discom.
- 3.18.3. The Contract will be signed within fifteen days thereafter. The person to sign the Contract must be duly authorized by the Bidding entities.

#### **3.19. RESERVATION OF RIGHTS**

- 3.19.1. To take care of unexpected circumstances, Tendering Authority shall reserve the rights for the following:
  - a. Extend the last date & time for submission of the bids.
  - b. Amend the Tender Document at any time prior to the last date & time of submission of Bids.
  - c. To reject any bid without assigning any reasons.
  - d. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bids.
  - e. Seek the advice of external consultants to assist Jaipur Discom in the evaluation or review of bids.
  - f. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its bids.
  - g. Reproduce for the purposes of the procedure the whole or any portion of the bids despite any copyright or other intellectual property right that may subsist in the bids.

*Note: Direct or indirect canvassing on the part of the Bidder or his representative would be a ground for disqualification of such Bidder from this process.*

#### **3.20. 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 Tendering authority shall act as per RTPP Rule 2013, CLAUSE 68, "Lack of Competition" shall be applicable and accordingly measures will be taken.

#### **3.21. GENERAL**

- 3.21.1. Discom 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.

### Section 3: INSTRUCTION TO BIDDERS

- 3.21.2. The fact of submission of bid to the Jaipur Discom shall be deemed to constitute an agreement between the Bidder and the Discom whereby such bid shall remain open for acceptance by the Discom 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 Discom, he shall be bound by the terms of agreement constituted by his bid and such acceptance thereof by the Discom, until formal contract of the same bid has been signed between him and Discom in replacement of such agreement.
- 3.21.3. The successful bidder will have to sign the contract agreement for the proper fulfilment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the Tender Document/ Bid, interpretations as may be advantageous to Discom may be taken, if satisfactory clarification is not furnished within the prescribed period.
- 3.21.4. Discom will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- 3.21.5. Jaipur Discom reserves the right to:
- Reject or accept any bid.
  - Cancel the bid process and reject all applications.
  - Jaipur Discom 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.

### 3.22. SPECIAL CONDITIONS OF TENDER

- 3.22.1. If the services of the vendor are not as per the awarded work for three consecutive months after commencement of work then Discom will have liberty to terminate the contract.
- 3.22.2. The system and constituent software modules would also need to interface with Billing & Other existing system's & IT Systems that may be procured by Jaipur Discom during contract tenure.
- 3.22.3. Time is the essence in this project. The successful bidder is expected to implement the systems for the project area as per the schedule indicated in RFP.
- 3.22.4. The service provider shall maintain the confidentiality of data base. A separate NDA (Non-Disclosure Agreement) shall be signed by the service provider.
- 3.22.5. If the DISCOM procures new modems/communicable metering infrastructure, then in order to have uniformity the bidder shall integrate the same and acquire the data from these devices also. The required protocols/API shall be provided by the DISCOM.
- 3.22.6. The bidder shall export all the parameters or specific parameters to any other central or state government portals as and when instructed by DISCOM.
- 3.22.7. The vendor shall develop a Web Based project monitoring module comprising the following :
- It can assign unique ID to each DT / consumer location ( based upon certain parameters) along-with longitude and latitude.
  - To update the details of Capital Infrastructure already available at each site, and Capital Infrastructure installed by the vendor. The software shall have features to identify all such details on the basis of Unique ID.
  - To update the details of Capital Infrastructure changed / replaced during the currency of contract. The history of all infrastructure / item at each site shall be available during the tenure of contract.



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- iv. The vendor as a proof shall update the time stamped photograph of site before and after installation. Similar function shall be available during replacement / change of infrastructure / item during the tenure of contract.
- v. The software shall have features to generate month wise work done report depicting the CAPEX and OPEX charges applicable for each installation with option to consolidate at various level for processing of bills.
- vi. The software shall also automatically calculate and apply penalties if any applicable as per the penalty clauses.
- vii. The software shall get verified by the DISCOM designated Officers/committee before the commencement of work.
- viii. The Software shall have module that shall automatically generate all the reports substantiating the work done and generating the applicable payment for the calendar month for that particular installation, which shall be consolidated at various levels for verification and payment processing.
- ix. The software which shall capture the details of installation of infrastructure (with type of Infra) at each DT site/consumer. The photograph before installation and after installation shall have to be uploaded in the software. The bidder shall capture the details of all the equipments installed at site, if any installed equipment is faulty or non-functional, the same shall be identified and verified by the concerned field officer of JVVNL before new installation.

## Section 4: TERMS AND 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 Jaipur Discom. The Bidder shall be deemed to have fully informed himself and to have specific knowledge of the provisions under terms and Conditions of this Tender Document mentioned hereunder:

### 4.1. DEFINITION OF TERMS

- 4.1.1. 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. “Jaipur Discom” shall mean the Jaipur Vidyut Vitran Nigam Limited or JVVNL, represented by Chairman/Managing Director and shall include their legal personal representative, successors and assignees.
- 4.1.2. The ““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”.
- 4.1.3. The “Agency / Contractor / successful bidder ” shall mean the Bidder whose Bid has been accepted by Discom and shall include its heirs, legal representative, successors and assignees approved by the Discom.
- 4.1.4. The “Chairman/Managing Director” shall mean the Chairman/Managing Director, Discom.
- 4.1.5. The “Engineer” shall mean the Chief Engineer, Dy. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, Discom 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 Discom or his duly authorized representative.
- 4.1.6. “Works” mean and include the work or works to be done by the Agency under the contract.
- 4.1.7. The “Contract” shall mean and include the following:
- (i) Notice Inviting Tender
  - (ii) Complete Tender document including its amendments if any.
  - (iii) Bid submitted by bidder.
  - (iv) BID SECURITY.
  - (v) Letter of Intent and its acknowledgement.
  - (vi) Security Deposit/ Performance Guarantees.
  - (vii) Detailed Work order.

## Section 4: TERMS AND CONDITIONS

- (viii) Addenda that may hereafter be issued by the Discom to the Agency in the form of letter and covering letters and schedule of prices as agreed between the Agency and the Discom.
  - (ix) The agreements to be entered as per Tender Document.
  - (x) Requisite Power of Attorney in favour of the authorized signatory of the Bidder.
- 4.1.8. The “Specification” shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.
- 4.1.9. The Month shall mean, English calendar month i.e. period of 30 days and week shall mean a period of 7 days.
- 4.1.10. 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.
- 4.1.11. “Acknowledgement of Letter of Intent” shall mean the Bidder’s letter conveying his acceptance of it being successful bidder and its intent to perform the contract.
- 4.1.12. “Acknowledgement of Work Order” shall mean the Bidder’s letter conveying his acceptance of the tender as per the terms and conditions as been stated therein.
- 4.1.13. The “Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.
- 4.1.14. “Letter of Intent” Letter issued by Discom to the successful bidder informing him that the bidder is successful bidder.
- 4.1.15. “Work Order” shall mean the Discom’ letter which may be issued in the way of letter containing detailed terms and conditions of the work and such other particulars which the Discom may like to convey to the Agency pending signing of a formal written Contract.
- 4.1.16. “Writing” shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
- 4.1.17. 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.
- 4.1.18. Works importing “PERSON” shall include firms, Companies, Corporations and other bodies whether incorporated or not.
- 4.1.19. Words importing the singular only shall also include the plural and vice version where the context requires.
- 4.1.20. 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).

### 4.2. CONTRACT

After the selection of successful bidder Discom will issue Letter of Intent and subsequently a detailed Work Order to such bidder. A contract shall be entered into between Discom and the successful bidder.

### 4.3. CONTRACT VALUE

Contract Value shall be termed as total order value as quoted / accepted by the Successful Bidder in the Financial Bid.

#### 4.4. CONTRACT PERIOD

The contract period shall be initially for a period of six years including the Implementation & Rollout period of One Year from the date of award of contract. The contract period may further be extendable for further two year, as per mutual agreement.

#### 4.5. IMPLEMENTATION PERIOD

The implementation period of project for shall as defined in this document where in all the hardware, software, resources etc. should be installed/deployed by the bidder. The implementation period for this project shall be maximum 12 months from the date of award of contract.

#### 4.6. TERMINATION OF CONTRACT

If the services rendered by the vendor are not as per the contract for three consecutive months after commencement of work then Discom will have liberty to terminate the contract. Average meter reading provided by the contractor is less than 65% in three consecutive months.

#### 4.7. FALL BACK ARRANGEMENT

- 4.7.1. In the event of failure of the Agency to fulfil its obligations, duties and responsibilities as per the terms & conditions of the Contract, Discom shall inter alia have the right, at any time to resort to fall back arrangement. Under such arrangement, Discom shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the Contract and can recover from the BGs & other holding of agency with Discom, the losses suffered due to such failure. If the BGs & other holding of agency is insufficient, the Agency shall pay the difference to Discom failing which Discom shall have right to recover the sum through legal or other means.
- 4.7.2. The Discom shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other agency as it may deem fit and no claim of Agency for compensation in this respect shall be entered.
- 4.7.3. The Discom shall have the right in such circumstances to blacklist/bar/disqualify the Agency from submission of Bid to the any Discom(s) at least for one year.

#### 4.8. HANDING OVER ON TERMINATION/ PROJECT COMPLETION:

- 4.8.1. The Contract shall require the Agency to cooperate in handing back the facilities, records, data backup and documents, software licences if any with documentations, manuals, etc. to Discom after termination of Contract.
- 4.8.2. In the event of termination or expiry of contract, the bidder shall be responsible for the transition activities to be completed across a transition period of as decided by DISCOM (within the contract period). These activities shall also be applicable in case of reduction in scope of services if applicable. The successful bidder shall provide knowledge transfer

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to operations team through workshop, discussion sessions and response to queries. The bidder should ensure that its team has handed over administration rights/passwords to the new operations team.

In case JVVNL observes the lack of willingness to manage transit/ sharing of information or lack of support from Service Provider end (selected through this RFP), JVVNL shall have absolute discretion to levy severe penalties and deduct the amount from monthly billing or performance bank guarantee.

**4.9. PERFORMANCE BANK GUARANTEE:**

- 4.9.1. A Performance Bank Guarantee equivalent to 5% (Five Percent) of total Contract value shall be provided by the Successful Bidder within 15 days of receipt of Work Order from Discom, in cash or by crossed Bank Draft or by way of Bank Guarantee. The Performance Bank Guarantee shall be valid for three months in addition to the entire contract period. In case if the successful bidder provides a Performance Bank Guarantee for shorter duration (not less than 12 months) then it would be the sole responsibility of the Successful Bidder to get the Performance Bank Guarantee extended well in advance to maintain the validity time. Discom may invoke the Performance Bank Guarantee without giving any information if validity of such Performance Security expires.
- 4.9.2. The Bank guarantee in the prescribed format must be from the branch of any Nationalized/Scheduled Bank. The Agency may furnish Bank Guarantee on stamp paper of Rajasthan state and shall furnish a certificate of Banker that the stamp duty has been paid as per prevailing rules of that Rajasthan State.

**4.10. AGENCY TO INFORM HIMSELF FULLY**

The Contract shall be considered to have come into force from the date of its signing. The contractor shall be deemed to have carefully examined the Tender document including General Conditions, specifications and schedules. Also it shall be deemed to have satisfied himself with 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 Discom or the Engineer shall not in any way relieve the contractor from his responsibility for the supplying of the Infrastructure, hardware, software and other 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 equipment.

**4.11. CONTRACT DOCUMENTS**

- 4.11.1. The order placed under this Tender document shall be governed by the terms and conditions as incorporated in this Tender document and as given in the detailed work order. The terms and conditions as specified in this Tender document if differ from the terms indicated in the detailed work order the later shall prevail.

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- 4.11.2. 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 fulfilment of the contract, the Agency shall execute the Contract in the prescribed form, in prescribed number of copies on Rajasthan State Non-judicial stamp paper bearing stamp duty as applicable. The expenses of completing and stamping the Contract shall be borne by the Contractor. Such Contract shall be executed and signed by the authorized signatory of the Agency on each page thereof.
- 4.11.3. 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 Discom 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 Discom shall be sent to the supplier for his reference.
- 4.11.4. The contract documents shall mean and include the following: -
- (i) Contract agreement.
  - (ii) Notice Inviting Tender
  - (iii) Complete Tender document including its amendments if any.
  - (iv) Bid submitted by bidder.
  - (v) BID SECURITY.
  - (vi) Letter of Intent and its acknowledgement.
  - (vii) Security Deposit/ Performance Guarantees.
  - (viii) Detailed Work order & its annexure.
  - (ix) Addenda that may hereafter be issued by the Discom to the Agency in the form of letter and covering letters and schedule of prices as agreed between the Agency and the Discom.
  - (x) The agreements to be entered as per Tender Document.
  - (xi) Requisite Power of Attorney in favour of the authorized signatory of the Bidder.

**4.12. CHANGE OF AREA/QUANTITY**

- a. Change of Area: This tender is meant for entire Jaipur Discom, The Vender has to provide his services in all areas as per JVVNL requirement.
- b. Change of Quantity - The quantities set out are only tentative and estimated quantities of work. They are not to be taken as the actual and correct quantities of the work to be executed by the contractor in the fulfilment of his obligations under the contract. It is clarified that the quantity variation of particular item of final BOQ shall be allowed on the awarded unit rates of particular item after adjudging the field requirement.  
The owner reserves the right to increase or decrease the quantities of items as may be necessary, at the time of award of contract.  
During the currency of contract if any new DTs are installed or addition of new consumers in the system is intimated, the vendor will be required to install the entire system and payment shall be

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made on unit rate basis. The payment shall be made during the remaining period in equal EMI, for the total value payable for the total/complete contract period.

*Note: Since the contract is on service basis, addition of DTs/consumers or change of area shall not be considered as additional order.*

**4.13. GRAFTS 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 Discom, shall be, in addition to any criminal liability which it may incur, subject of any loss or damage to the Discom resulting from any cancellation. The Discom shall then be entitled to deduct the amount so payable from any moneys otherwise due to the Agency under the contract.

**4.14. COMPLIANCE OF LABOUR LEGISLATION:**

- 4.14.1. The Agency shall discharge its liability of employer in respect of personnel to be engaged for delivering service under this Contract, as laid out in EPF and MP Act, 1952 ESI Act, 1948 (in ESI implemented area), workmen's compensation act, 1923 (in non ESI implemented area) contract labour (R&A) Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948 or any other Act, Rules, Regulations as may be applicable. The Agency is required to get separate code under the provision of EPF and ESI Acts, if not already taken and deposit the employer's contribution along with employee subscription, as per rule and submit copy of challans at the time of claiming payment, as per Tender document, failing which an amount equivalent to employer's contribution and employees subscription shall be deducted from his each bill and deposited with the concerned authorities. The Agency shall be solely responsible for any consequences arising out of breach of any applicable legislations.
- 4.14.2. The Agency shall deploy **Skilled / Highly Skilled manpower** with necessary qualifications and experience as mentioned in the Tender Document. Agency shall pay salaries / wages to the manpower deployed through cheque/online transfer and submit Circle wise, Division wise Sub Division wise and Employee wise salary statement with all details such as Basic, DA, Conveyance, Bonus, EPF, ESI, PT, TDS, Net Salary etc. to Discom. Payment of wages / salaries paid in cash is strictly not allowed.

**4.15. SAFETY OF SYSTEM**

The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of infrastructure, hardware, software, documents, data and other documents and records transferred to it and developed later. These documents and records shall be maintained in updated condition and handed over back to Discom.

**4.16. INSURANCE**

The agency at his own cost shall arrange, secure and maintain all insurance (Equipment & manpower) as pertinent to the works and obligatory in terms of law to protect its interest and interest of Discom against all perils. The validity of insurance shall be valid till expiry of contract.

#### **4.17. REMEDY ON AGENCY'S FAILURE TO INSURANCE**

If the Agency fails to effect and keep in force insurance referred to in clause 16 hereof or any other insurance which he may be required to effect under the terms of contract then the Jaipur Discom may effect and keep in force any such insurance and pay such premium(s) as may be necessary for that purpose and from time to time deduct the amount so paid by the Discom as aforesaid from any money due or which may become due to the Agency or recover the same as debt from the Agency.

#### **4.18. LIABILITY FOR ACCIDENTS AND DAMAGES**

- 4.18.1. The Agency shall be liable for and shall indemnify the Discom in respect of all injury to person or damage to property resulting from the negligence of the Agency or his workman or from defective work but not from any other cause.
- 4.18.2. Provided that the Agency shall not be liable for any loss or profit or loss of Contract or any other claim made against the Discom not already provided for in the contract, not for any injury or damage caused by or arising from the acts of the DISCOM or of any other person or due to circumstances over which the agency has no control, not shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.
- 4.18.3. The Agency will indemnify and save harmless the Discom against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the Discom or his employees) suffered prior to the date when the work shall have been taken over hereof by persons employed by the agency on the work, whether at common law or under the workman's compensation Act-1923 or any other statute in force at the date of contract relating to the question of the liability of employees for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurances to over such indemnity.
- 4.18.4. The Agency shall insure against such liabilities with an insurer approved by the Discom and shall continue such insurance, during the whole of the time that any person(s) are employed by him on the works and shall when required produce to the Discom, such policy of insurance and the receipt for payment of the current premium.

#### **4.19. MAINTENANCE OF FACILITIES AND PERSONNEL**

- 4.19.1. The Agency shall maintain all requisite facilities at Jaipur of its own as required to carry out the work as per the Tender document.
- 4.19.2. **Facilities**
  - a. The Agency shall provide and maintain a controlling office with requisite infrastructure at Jaipur with proper staff & facilities like telephone with fax, mobile phone, Internet etc. at its own cost and shall remain open at all reasonable hours to receive communications.
- 4.19.3. **Personnel**
  - a. The Agency shall deploy exclusive supervisory and other personnel for efficient management of the work under contract. Apart from the personnel specified in the scope of work. However this contract is on service model, Agency shall be responsible for smooth & timely execution of work by appointing sufficient number of manpower.
  - b. Manager or an alternate shall be available for communication during 9 am to 7 pm.
  - c. Agency shall not change the Manager/nodal officer, provide that he has not left the service.



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- d. Agency shall immediately inform the Discom about any change of personnel/contact numbers through Email and post.
- e. Agency shall issue identification cards (ID card) to all its personnel engaged in the work under the contract. The identification card duly signed by authorized signatory of managerial position of the agency. The format of such ID card shall be approved by concerned Discom Officer shall be consisting of key details of Resume and photograph of the concerned personnel along logo of the Agency. The Concerned Discom officer after countersigning these IDs, will return the same to the Agency for distribution to the concerned personnel. The IDs shall be handed over to the concerned Discom officer after the completion of work under the contract.

4.19.4. **Nodal Officer for Execution of Project:** After award of contract, to interact between the field offices and Agency, Discom shall appoint a Nodal Officer if required. Similarly, the Agency shall communicate the name of the authorized person(s) that would act as a Nodal Officer(s) from his side.

**4.20. AGENCY'S RIGHTS**

- 4.20.1. The Agency will be given rights to operate in the area during the Contract period for carrying out the work, which shall cease to exist on completion of the said period or on termination of the Contract.
- 4.20.2. The Agency's rights in the area will be working as an agent of Discom to **"Implementation of AMR system for DTs and Consumers on Infrastructure As A Service (IaaS) Basis"**

**4.21. CONTRACT AGREEMENT**

- 4.21.1. The Contract shall set out specific events of default by one party that will entitle the other party to terminate the Contract. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.
- 4.21.2. The Contract 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.
- 4.21.3. Agency shall indemnify Discom 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.

**4.22. MODE AND TERMS OF PAYMENT**

**A. CAPEX CHARGES :**

**CAPEX cost includes** Supply and Installation of the entire system at each Distribution Transformer/Consumer mainly comprising the following:

- (i) Meters
- (ii) LT CTs ( Ring Type) (only in case of DT Metering)
- (iii) Meter Box
- (iv) Modem
- (v) Cable and other accessories
- (vi) Installation and Configuration charges

**B. OPEX CHARGES**

**OPEX cost includes** the charges for Data Charges(SIMS) and Operation & Maintenance for the entire contract period

**C. Commencement of CAPEX Charges**

- (i) The payment of CAPEX Charges shall be commenced after complete Installation / readiness of the sites as defined in Payment Mechanism.
- (ii) In certain cases, it might be possible that one or more components i.e. Meter, modem, Meter box are already available at the site. Under such circumstances, the CAPEX charges only for the items installed by the bidder and installation and configuration charges shall be applicable.
- (iii) In certain cases installations may be commenced during the tenure of the project and after the Supply and Installation of entire system. In such case the CAPEX charges per unit shall be divided for the remaining period of contract. E.g. If 'X' is the per unit CAPEX awarded rate for one Distribution Transformer, then monthly charges would be  $X/60$ . And if the vendor commences a new installation in the 40<sup>th</sup> month of the contract, then in such cases the vendor would be entitled for payment of entire CAPEX in the remaining 20 months of the contract period in equated monthly charges i.e.  $(X/20)$ .

**D. Commencement of OPEX Charges**

- (i) The payment of OPEX Charges shall be commenced after complete Installation / readiness of all sites and commencement of data of the sites.
- (ii) The monthly payment @ OPEX price per unit / 60 months shall be made.
- (iii) In certain cases installations may be commenced during the tenure of the project and after the Supply and Installation of entire system. In such cases the per unit OPEX charges shall be divided for the remaining period of contract. E.g. If 'Y' is the total OPEX charges for one Distribution Transformer, then monthly charges would be " $Y/60$ ". And if the vendor commences a new installation in the 40<sup>th</sup> month of the contract, then the OPEX charges shall be only paid for the 20 months (remaining contract period from the date of installation)

**PAYMENT MECHANISM**

**CAPEX Part**

**(i) 60% payment of CAPEX in following manner:**

- a) 30% payment against installation and successful data transfer at Data Centre provided that this payment shall be made provided that the 50% quantity of total quantity is installed and online data is available on the system.
- b) Balance payment from the 60% payment admissible as CAPEX shall be made after complete installation and Data Transfer is available.

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- (ii) The **balance 40%** of CAPEX shall be made after completion of total quantity and Data Transfer in equal 60 instalments during the currency of the contract period.

**OPEX Part**

Operational cost of the project shall be paid to vendor in equal 60 instalments during the currency of the contract period after complete installation / readiness of all sites and commencement of data at all sites

The payment shall be made in the following manner:

- (i) The agency shall submit monthly invoice in triplicate to the Superintending Officer(M&P) or any other Nodal officer nominated by Discom, as per the rates indicated in the Contract. The same shall be verified from the software Tool deployed for verification of work.
- (ii) The invoice shall be accompanied by the following:
- Employee wise monthly wages statement.
  - EPF statements and challan.
  - ESI statements and challan.
  - Certifying 100% amount to be released.
- (iii) 100% payment of monthly invoice shall be paid in following schedule.
- The invoice shall be submitted within 7th of every month.
  - The SE(M&) / Nodal Officer shall verify the invoice by 15th of every month and send the same to the Sr. AO(CPC)
  - The AO/Sr.AO(CPC) shall release the 100% Payment within 30 days.

**4.23. PENALTIES/ Service Level Agreement(SLA)**

The following operational penalties shall be applicable on the Bidder and shall be calculated as here under:

**I. DT Metering**

Sr. No.	Particular	Extent of penalty / No Payment
<b>A</b>	<b>Monthly DT meter Reading &amp; MIS Report</b>	
1	Upto85%	No penalty
2	Below 85% and Up to 80%	No payment towards non reporting DT /consumer Meters + 5% penalty on unit rate on total number of non-reporting DTs/consumer meter.
3	Below 80% and Up to 75%	No payment towards non reporting DT /consumer Meters + 10% penalty on unit rate on total number of non-reporting DT /consumer Meters.

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4	Below 75% and Up to 70%	No payment towards non reporting DT /consumer Meters + 15% penalty on unit rate on total number of non-reporting DT /consumer Meters.
5	Below 70% and Up to 65%	No payment towards non reporting DT /consumer Meters + 25% penalty on unit rate on total number of non-reporting DT /consumer Meters.
6	Below 65% of Total Meters of Circle	No payment shall be made
<b>The penalty shall be calculated strictly as per above slabs and no benefit should be given for the preceding slabs</b>		

**II. AMR of the Consumers**

Sr. No.	Particular	Extent of penalty / No Payment
<b>A</b>	<b>Monthly AMR of consumers &amp; MIS Report</b>	
1	Upto 99%	No penalty
2	Below 99% and Up to 95%	No payment towards non reporting DT /consumer Meters + 5% penalty on unit rate on total number of non-reporting DTs/consumer meter.
3	Below 95% and Up to 90%	No payment towards non reporting DT /consumer Meters + 10% penalty on unit rate on total number of non-reporting DT /consumer Meters.
4	Below 90 %	No payment shall be made
<b>The penalty shall be calculated strictly as per above slabs and no benefit should be given for the preceding slabs</b>		

If the defective or damaged materials are not replaced within 120 working hours from the date of receipt of the intimation from the purchaser of such defects or damages, then a penalty @ Rs. 500 per 10 working hours delay shall be applicable upto maximum of Rs. 5000/-.

**Note:**

- (i) The firm shall furnish the daily communication report of the SIM along with the payment invoices. The web portal should have such feature to get date and time wise report of DTs/consumer meter communication status.
- (ii) The designated officer of the Discom shall verify and certify the invoice through system generated reports; bidder shall provide an interface for verification of the invoice in the software to facilitate the verification authority to compute the availability of meter data on system and amount of applicable penalty.**
- (iii) Integration Providing DT/Consumer meter consumption data in a desired template of the DISCOM System approved by JVVNL.

**4.24. IMPLEMENTATION AND ROLLOUT SCHEDULE**

- a. The Agency has to submit the plan for customization and rollout of the scope of the work as per the terms and conditions of the award.

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- b. Penalty will be levied for delay in execution and rollout as per the Penalties given in this Tender document.

S. No.	Particular of activity	Time schedule desired
1.	Submission of detailed inception report giving the compliance sheet along with the make and model of various infrastructure, hardware & software that are proposed for delivery. Specification of System Architecture and Software Solution.	Within 30 days from the date of Award of Contract
2.	Approval of Inception Report by Discom	Within 15 days from the date of submission of inception report
3.	Commencement of Installation	Within 15 Days from the date of acceptance of Sl.No 2.
4.	Installation of system at all the sites	Within 12 months from the date of award of contract (i) Supply and Installation of 50% of the hardware at the sites : within 6 months from the date of award of contract And (ii) Supply and Installation of balance 50% the hardware at the sites : within 12 months from the date of award of contract)
5.	Operation and maintenance of the system	60 months from Sl.No 4.

**Note : Implementation schedule is to be complied with strictly. In case if implementation is delayed, no contract period as specified in this RFP shall be increased and payment shall be made accordingly.**

**E.g. If implementation schedule is delayed by two months, then in such case the payment shall be made only for remaining 58 months shall be paid.**

**4.25. 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

**4.26. JURISDICTION FOR LEGAL PROCEEDINGS**

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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 respective Discom HQ. All disputes, differences questions whatsoever arising between the Discom and the agency upon or in relation to or in connection with the Contracts shall be deemed to have arisen at Discom Head Quarter only and no court other than court at Jaipur, Rajasthan shall have jurisdiction to entertain or try the same.

**4.27. SETTLEMENT OF DISPUTES**

In any time any question, dispute or difference what so ever which may arise between respective Discom and the Agency, the same shall be decided by CMD/MD of Discom, or by the settlement committee constituted by him and shall be final and binding on both the parties.

The Discom have 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:

- Reference fee for CE level settlement committee - Rs. 1000/-
- Reference fee for corporate level settlement committee-Rs. 3000/-
- Fee for review of cases by corporate level settlement committee- Rs. 5000/-
- The settlement committee fees as shown above or prevailing at that time shall be deposited in cash with the concerned AO.

**4.28. CONDUCT OF AGENCY STAFF**

If any of the Agency's employees shall, in the opinion of Discom, is guilty of any misconduct or incompetence or negligence, then if so directed by Discom, the Agency shall at once remove such employee and replace him by an equally qualified and competent substitute.

**4.29. LIEN**

In case of any lien or claim pertaining to the work and responsibility of the Agency for which Discom might become liable, it shall have right to recover such claim amount from the Agency.

**4.30. 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 Discom 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 Discom 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 the same to the Discom in which case the Discom reserves the

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right to procure the material equipment on order or part thereof from any other source at the risk and cost of the supplier.

**4.31. COMPLETENESS OF CONTRACT**

The contract shall be considered completed on termination of the contract period after full handing over of data, documents or material and clearing all dues towards the agency as specified in this document and certified by SE(IT).

**4.32. INSPECTION AND TESTING**

All the materials which will be supplied shall undergo pre dispatch inspection by JVVNL officers. Before supply of items, clearance from JVVNL is required. The agency will have offered the materials in writing for material inspection.

The designated officer/ representative of Discom shall on giving seven days, notice in writing to the contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject any drawing and all or any plant, or workmanship connected with such work which in his opinion are not in accordance with the contract or are in his opinion defective for any reason whatsoever.

The bidder shall state in his tender the places of inspection.

The vendor shall intimate at least 7 days in advance through notice(s) about the readiness of material for dispatch commensurate with specific delivery schedule so as to enable the purchaser to depute his representative for inspection testing and checking of the material/equipment. For this purpose the date of receipt of the letter in the office of the purchasing authority shall be deemed as the date of call for inspection and not the date mentioned in the letter and the date of dispatch. In case, material/equipment is not found ready by the representative of the purchaser deputed for inspection to with tolerance of (-) 10% or if the inspection is not got carried out by any, the extent of the quantity indicated in the inspection call reasons on account of the supplier an amount of Rs.7500/- only for the supplier's work located in Rajasthan and an amount of Rs.15000/- only for the Supplier's works located outside Rajasthan will become payable by the supplier on this account to the Accounts Officer(IT&RE), JVVNL, Jaipur. The supplier will deposit the amount with the Account Officer (IT&RE), JVVNL, and Jaipur immediately under intimation to this purchasing authority, failing which the subsequent call for inspection shall not be entertained.

The purchaser reserve to him the right of having any inspection of special test of a reasonable nature at contracts premises or at sites in addition to those prescribed in applicable standards and the enclosed technical specification.

Unless the inspection is specifically waived no material shall be dispatched without inspection and clearance for dispatch by the purchase's representative.

The purchaser reserves the right to reject all or any part of the material being manufactured of awaiting dispatch, due to any defect or deviations from the standard specifications prescribed as observed during the Inspection. In case of any dispute/difference in this regard the decision of the Chief Engineer shall be final and binding.

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The purchaser also reserves the right to get the material/equipment tested in any recognized Government Laboratory & claiming any compensation or rejecting the material/equipment, if not found in accordance with the specification. All charges consequent to such rejection and replacement/rectification shall be borne by the supplier.

### **4.33. DEATH BANKRUPTCY ETC.**

4.33.1 If the Agency 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 Agency 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 Discom 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 Discom subject to his or their providing such guarantee as may be required by the Discom 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 Agency 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 be terminated by the Discom by notice in writing to the Agency and the same power and provisions reserved to the Discom as mentioned in the Tender in the event of taking the work out of the Agency's hand's shall immediately become operative.

4.33.2 Change of name of the Agency at any stage after Bidding Process, the Discom shall deal the same as per prevailing rules of the Discom.

### **4.34. GUARANTEE AND REPLACEMENT OF DEFECTIVE/DAMAGED MATERIAL**

#### **4.34.1 GUARANTEE:**

This contract is on service model hence the entire AMR of DT metering /consumer should be guaranteed for satisfactory operation and good workmanship for specified Contract Period.

However, the equipment's supplied should be guaranteed for their performance for the entire contract period. The equipment found defective within the above guarantee period shall be repaired/replaced by the supplier free of cost within one month of receipt of intimation.

The supplier shall also furnish an undertaking that there shall be no drift in the accuracy class of the meter for a minimum period of 10 years from the date of supply.

#### **4.34.2 REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS**

Notwithstanding anything contained in the above liquidated damages clause when the whole or part of the materials 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 120 working hours from the time 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 120 working hours from the date of receipt of the intimation from the purchaser of such defects or damages. If the defects or damages are



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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.

### **4.35. RULES AND REGULATION**

The job shall be carried out as per the rules, regulations as prevailing in Discom, which shall be made available to the Agency. These rules and regulations may be modified by Discom from time to time and would be intimated to the Agency for incorporating during the currency of Contract.

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

### **4.36. FAILURE TO EXECUTE THE CONTRACT**

Agency failing to execute the order placed on them to the satisfaction of Discom under terms and conditions set forth therein, will be liable to make good the loss sustained by the Discom, 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 Penalty/ Liquidated Damages and forfeiture of Performance Security.

### **4.37. EFFECTIVE RECOVERIES**

Any loss, arising due to non-fulfilment of this contract or any other contract, will be recovered from the Performance Security held and or any other amount due to the Agency from the Discom from this Contract as well as from other contracts.

### **4.38. CLIMATIC CONDITIONS**

The system are for use in various geographical area of respective 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.

- a. The ambient temperature will be within the range of + 0 Degree Centigrade to + 55 Degree Centigrade.
- b. The altitude will be less than 500 meters.
- c. The maximum & minimum atmospheric humidity will be in the range of 95% & 10 % respectively.
- d. Average Number of thunderstorm days per annum is 65.
- e. Average Number of dust storm days per annum is 15.
- f. Average Number of rainy days per annum is 65.
- g. Average annual rainfall is 100 cm.

The climatic conditions are prone to wide variation in ambient condition and equipment's offered under this specification shall be suitable for installation at any of the location in the area of respective Discom.

## Section 5: SCOPE OF WORK

### 5. DT Metering System

5.1 The Major Scope of Work for DT Metering shall broadly consist of the following:

- 5.1.1. Supply, installation, commissioning of AMR system including Meter, Modem, Meter Box, Associated LTCT set and other accessories at Distribution Transformers.
- 5.1.2. Deployment of Web Based Application on the Cloud for Meter Data Acquisition, Meter Data Analysis, Meter Data Management, Report Generation, Integration with DISCOM Billing & other IT Systems and Dissemination of information on Web Portal/Web Application and Mobile App.
- 5.1.3. Supply the required 4G/3G/2G/GPRS SIMS along with the required data packs for the contract duration. The bidder has to ensure prevailing modem technology up gradation during the currency of contract i.e. 3G/4G/5G etc. as required for satisfactory operation of the system
- 5.1.4. Deployment of required manpower for repair, maintenance, replacement, updating, change management of the system covering metering infrastructure, IT infrastructure, Hosting & Software Solution.
- 5.1.5. The BOM that needs to be provide for each site are:

Sl.No.	Description	Quantity Per Location
1.	LT-TVMs as per the Specification	1
2.	Meter Box as per the Specification	1
3.	Modem	1
4.	LT CTs – Ring Type ( One Set)	1
5.	Accessories like Cable, lugs, etc for installation	Lump sum
6.	Web Based Cloud Software Solutions consisting of MDA, MDM, MDAM, Web Portal, Mobile App along with the required reports, dashboards and integration with IT systems. Providing of the SIM along with data packs.	Lump sum
7.	Operation & Maintenance of the entire system for the contract period	Lump sum

5.1.6. In certain cases it might be possible that one or more items from Sr. No. 1 to 5 are already available at site, in such cases only the missing components shall be installed. However the item No. 6 & 7 shall be applicable for such sites.

### 5.2. AMR of Consumers

5.2.1. Supply, installation, commissioning of AMR system including Meter, Modem, Meter Box and other accessories at Consumer Premises.

5.2.2.The category of consumers:

- 5.2.2.1. NDS $\geq$ 15kw
- 5.2.2.2. SIP $\geq$ 15HP
- 5.2.2.3. Mix Load $\geq$ 15kw
- 5.2.2.4. MIP
- 5.2.2.5. HT

5.2.3.Bidder scope includes supply, installation, commissioning of AMR system including Meter, Modem, Meter Box and other accessories for first three categories of consumers i.e. NDS $\geq$ 15kw, SIP $\geq$ 15HP, Mix Load $\geq$ 15kw.

5.2.4.All the high value consumers of HT and MIP categories are already having DLMS meters installed and at these sites only Modem and Accessories need to be installed, even if the connected load of NDS & Mixed Load requires installation of LTTVMs / HT TVMs , the same shall be arranged by Jaipur Discom.

5.2.5.Deployment of Web Based Application on the Cloud for Meter Data Acquisition, Meter Data Analysis, Meter Data Management, Report Generation, Integration with DISCOM Billing & other IT Systems and Dissemination of information on Web Portal/Web Application and Mobile App.

5.2.6.Supply the required 4G/3G/GPRS SIMS along with the required data packs for the contract duration. The bidder has to ensure prevailing modem technology up gradation during the currency of contract i.e. 3G/4G/5G etc. as required for satisfactory operation of the system.

5.2.7.Deployment of required manpower for repair, maintenance, replacement, updating, change management of the system covering metering infrastructure, IT infrastructure, Hosting & Software Solution.

5.2.8.The BOM that needs to be provide for each site are:

Sl.No.	Description	Quantity Per Location
1.	Energy Meter as per the Specification & Accuracy ( Excluding HT/MIP categories where meters are already available )	1
2.	Meter Box as per the Specification	1
3.	Modem Meeting all the Test Certificates	1
4.	Accessories like Cable, lugs, etc for installation	Lump sum
5.	Web Based Cloud Software Solutions consisting of MDA, MDM, MDAM, Web Portal, Mobile App along with the required reports, dashboards and integration with IT systems. Providing of the SIM along with data packs.	Lump sum

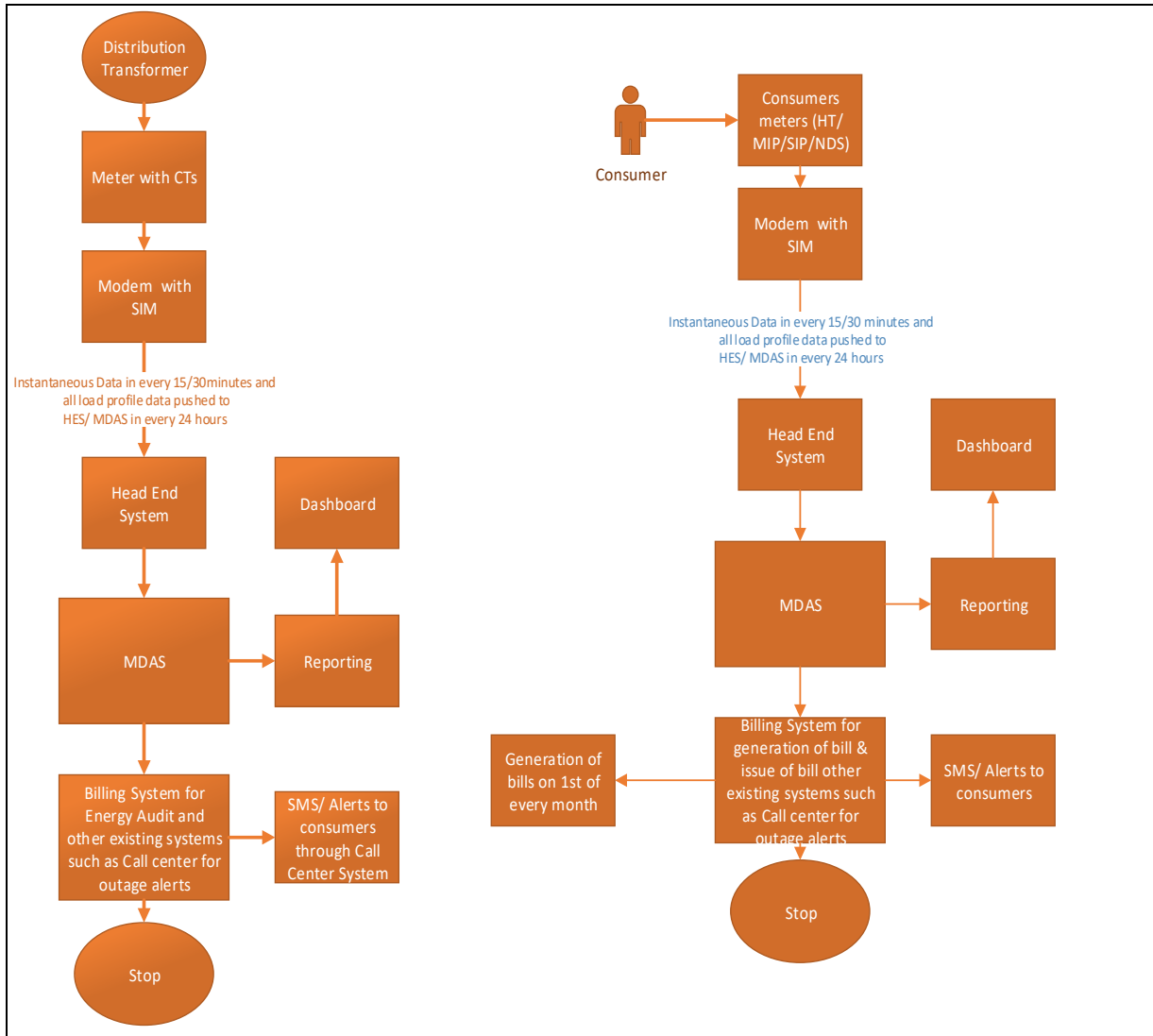
Section 5: SCOPE OF WORK

6.	Operation & Maintenance of the entire system for the contract period	Lump sum
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The entire system shall be provided on IaaS basis (Infrastructure as a Service) and no other costs shall be allowed other than quoted during the contract period.

**Further it may be noted that the scope of work is classified as CAPEX and OPEX i.e. the one-time infrastructure that needs to be deployed as CAPEX and the recurring operational requirements into OPEX. The Software Solution along with the required IT infra and Hosting are considered in the OPEX part for simplification.**

**Schematic Representation of High Level System with Data Flow**



**AMR System on Distribution Transformer**

**AMR System on Consumer**

### 5.3. Detailed Scope of Work

#### 5.3.1. Supply, Installation & Commissioning of the Metering Infrastructure at DTC/Consumer.

- i. **LT-TVMs / Meter \***: The bidder shall procure, install & commission the Meters as per the detailed Meter Specification specified in the RFP provided that the LTTVMs / HT TVMs if required for consumer installation shall be provided by Jaipur Discom.
  - ii. **Meter Box**: The bidder shall procure install & commission the Meter Boxes as per the detailed Meter Specification specified in the RFP.
  - iii. **LTCT (Ring Type)One Set ( Only for DT Metering) :** The bidder shall procure, install & commission the LTCT with appropriate ratings as specified in the RFP for DT meters.
  - iv. **Modem**: The bidder shall procure, install & commission meeting the specified test's as per the RFP. The modem shall have bidirectional communicating facilities supporting both PUSH and PULL modes of communication. The bidder has the flexibility to choose the modem architecture that will full fill the DISCOM requirement as stated in the RFP. The modem shall be capable of communicating the instantaneous parameter's, alerts, send SMS etc.
  - v. **Composite Unit**: The bidder may even propose a composite unit consisting of Meter, Modem & the associated LTCT etc., however the same shall meet the specification and compliances as specified in the RFP. The bidder may even propose Smart Meter with integrated modem, however the Smart Meter specification and compliances shall be approved as per JVVNL protocol before installation.
  - vi. **Accessories**: The accessories required for installation of the metering infrastructure such as cables, communication cables, lugs, Seals, Screws etc., shall be of the best quality to withstand the harsh outdoor environment and shall not in general require any maintenance or replacement during the contract period.
  - vii. **Installation &Commission**: Trained & Qualified manpower shall be deployed for installation and commissioning and all the details of the installation shall be captured into the IT system including the photographs of the site before and after installation. The details of the installation schedule shall be submitted to the DISCOM officers well in advance for Power Scheduling etc and the installation and commissioned information after the completion of the work shall also be informed to the concerned DISOCM officers.
  - viii. **CMRI/MRI/HHU etc**: The bidder has to procure meter data downloading devices to locally download the data from sites where there is no network coverage available. The data so captured shall be uploaded to Central Web server once in a month.
- \* The colour of the LTTVMs to be used for DT Metering shall have different color from the regular meter being purchased / installed by Jaipur Discom.

### 5.3.2. **Deployment of Web Based Software Solution along with Cloud Hosting.**

5.3.2.1. **Cloud Hosting:** The Web Based Application shall be deployed on Cloud and shall be configured to handle the data and processing requirements of the Meter Data Acquisition, Storing, Archival, Analysis, Reporting, Information dissemination etc. The Web Application shall be hosted with GOI empanelled cloud vendors. The required back up and replication shall be also built in. The bidder shall also provide the DR services on cloud located in different seismic zone. The cloud infrastructure shall be scalable, elastic, robust and secure. **In case of requirement Cyber Security Audit for carrying out the assignment under the RFP, the same shall be in the scope of selected Agency which needs to be necessarily carried out by CERTin (Computer Emergency Response Team).**

5.3.2.2. **Web Based Software Solution:** The web-based Software shall have the following features and functionalities:

- I. The Web Based Software Solution shall have all the generic functionalities for user administration.
- II. The Web Based Software shall support industry standard integration technologies for integrating with other IT systems like Billing that are existing and any future IT systems that DISCOM may procure. In general, the Web Based Software shall support integration on SOA architecture and data exchanged through web services.
- III. The Web Based Software shall also have features for exporting the meter data to other third-party systems on Standard Predefined formats like MIOS format, XML, publish to FTP, Web Portal etc.
- IV. The Web Based Software shall have exclusive module for facilitating the capture of information during installation and commissioning. The module shall capture all the asset details with asset-coding. The module shall also facilitate uploading of photographs during the installation and commissioning.
- V. A Mobile Application to capture all the details during installation, commissioning and onward operation and maintenance to be used by the field teams shall be designed and deployed. The mobile app shall also capture the GPS co-ordinates of the site/consumer and the same shall be stored and updated in the Web Application.
- VI. The Web Based Application shall have interface to view each DTC site and Consumer Site on open source GIS tools like Google Maps with different ICONS and colours.
- VII. The Web Based Application shall have module for creating the master list of all the sites along with the required electrical network details and other meta data of the installation. The network details like the Feeder, 33kv Sub Station, DT, Sub Division, Division, Circle, Zone shall be provided by DISCOM.

## Section 5: SCOPE OF WORK

- VIII. The master data module shall also facilitate organising the site locations as per the socio (Taluk, constituency etc) and geographical areas. The information and classifications shall be provided by DISCOM.
- IX. The Web Based Application shall have Meter Data Acquisition Module which shall primarily facilitate all the functionalities of communicating and acquiring the specified meter data as per the desired intervals. The raw meter data shall be stored and archived and available for future reference. The module shall enable bidirectional communication and shall support on demand reads in addition to schedules reads.
- X. The Web Based Application shall facilitate converting of Meter Data Acquired into a common database format.
- XI. The Web Based application shall have features to capture the real-time events like Power Failure, Outages, Tamper, Load violations etc., further the same shall be disseminated to various stake holders/systems as per the requirement of the system. The required SMS and email/messaging platforms shall be made available by the DISCOM.
- XII. In the event if the DISCOM install's Modem from different make and provides the bidder with the required API /Protocols then the system shall be able to acquire the meter data from these devices as well.
- XIII. The Web Based module shall be able to acquire the data continuously or the in the intervals of 30 Minutes / 15 minutes and all the aggregated data made available to the Meter Data management and analysis module once in every 24 hrs.
- XIV. The proposed System shall provide continuous on line monitoring and logging of essentially, though not limited to, the following parameters: -
- Voltage
  - Current
  - Active Energy
  - Reactive Energy
  - Apparent Energy
  - Average Power Factor
  - Frequency
  - Maximum Load
- XV. The proposed system shall provide continuous on line monitoring and logging of above mentioned parameters and capability to disseminate information on web based application for:
- Number of system outages
  - Duration of system outages
  - Peak Load of DT
  - Voltage Profile of DT



Section 5: SCOPE OF WORK

- XVI. The Web Based Meter Data Management and Analysis module shall provide the complete 360degree view of the meter data, including and not limited to Load Survey, Tampering Events, Event Logs, Phase Association, Outages, Blackout periods, Single Phase & Three phase Power supply etc.
- XVII. The Web Based Application shall have inbuilt tools for Meter Data Validation, Examination & Estimation
- XVIII. The Web Based Application shall be able to generate various predefined reports. The formats of the same shall be shared with the successful bidder.
- XIX. The Web Based Application shall have an inbuilt reporting tool for custom or on demand report generation.
- XX. The Web Based application shall have provision to import data from CMRI.
- XXI. The Web Based application shall have various in built dashboards depicting the real-time data acquisition status for the project area. The dashboard shall have drill down options.
- XXII. Dashboards for supply status indicating the availability of power, single phase, three phase etc. shall be in built.
- XXIII. Any Dashboards associated with acquiring of meter data and information dissemination to various stake holders shall be developed by the vendor without any additional costs.
- XXIV. The Web Based Software shall have module to capture the various non conformities based on the availability of the acquired data and automatically calculate the applicable penalties. Further the module shall have the complete site monitoring including installation, commission, uptime and the same shall be used in generating the report for CAPEX and OPEX charges. The module shall assist the officers in invoice validation and bill passing. The module shall be verified by the designated officers for its accuracy, security and reliability.
- XXV. Provision for automated SMS alerts and email. The alerts would be send directly to respective area in charge and other integrated systems (eg. customer care centre in case of events such as tamper, no power etc. based on system analytics.) as specified by JVVNL. The required SMS gateways shall be provided by DISCOM.
- XXVI. Reading of all the consumers should be captured/ recorded at 00:00 hours on last day of the every month along with seamless data integration with the billing system so as to enable generation of bills on 1st of every subsequent month.
- XXVII. Reading of all the DTs should be captured/ recorded at 00:00 hours on last day of every month along with seamless data integration with the EA system so as to enable generation and publishing of energy audit reports on 1st of every subsequent month.
- XXVIII. Any other software functionality or modification or change associated with the process of acquisition of meter data, depiction, consolidation, reporting and dissemination to various forms as required by the DISCOM shall be implemented during the project tenure.

- XXIX. Mobile App: A cross platform mobile app for information dissemination and monitoring shall be developed by the bidder. The Mobile app shall have facilities for various DISCOM users to view the summary of meter data acquired, alerts, events, supply status etc., based on various selection parameters. The inputs required for which shall be provided by the DISCOM.
- XXX. The Web Application shall have Ticketing System inbuilt for complaint/issue recording, resolution and escalation.

#### 5.3.3. Operation & Maintenance.

- a. The Vendor shall depute the requisite manpower at appropriate levels across the project area for upkeep of the metering infrastructure installed both at DT and Consumer Sites.
- b. The Vendor has to deploy the requisite manpower at appropriate levels for maintenance of the software system, undertaking change requests, report generation etc.
- c. The vendor shall be intimated of any asset like DT being replaced or location changed, the bidder has to depute his personnel and fix the released equipment on the new DT.
- d. The vendor shall manage all the Cloud Infrastructure with the desired uptime and maintain high availability of the same during the contract period.
- e. The Vendor shall pay all the recurring monthly charges associated with the SIM cards provided and other connectivity charges for Cloud Hosting.
- f. DISCOM shall install any new installations or site that are being serviced and the required infrastructure for acquiring the data from the same based on the category and type of installation shall be supplied and commissioned.
- g. The vendor has to maintain and continually monitor the assets installed and see to that all the infrastructure is working for providing seamless data acquisition.
- h. The vendor shall acquire the data within the defined SLA of the RFP.
- i. The Vendor has to impart training to the DISCOM officers for using the application as and when required by DISCOM.
- j. The vendor has to provide all the user manuals and documentation with respect to the project to DISCOM. The training and user manuals shall also be made available online in the Web application and shall be updated as when the system is updated or changed.
- k. Any additional reports required during the tenure of contract shall be developed and made available online.

#### 5.4. Project Management Schedule and Documentation:

- 5.4.1. **Project Management:** The bidder shall assign a project manager with the authority to make commitments and decisions that are binding on the Contractor. Purchaser will designate a project manager to co-ordinate all purchaser project activities. All communications between purchaser and the Contractor shall be coordinated through the project managers. The project managers shall also be responsible for all communications between other members of the project staffs.
- 5.4.2. **Project Schedule:** The project implementation schedule is from date of detailed order. Based upon this schedule the bidder shall submit a preliminary implementation plan along with the bid. The detail project implementation schedule shall be submitted by the contractor after award for purchaser's approval, which shall include at least the following activities:
- a.Site Study
  - b. Documents submission and approval schedule.
  - c.Factory & Site Testing Schedule.
  - d. Database development schedule.
  - e.Cloud Hosting & delivery policies, Software development & integration schedule.
  - f. Installation schedule.
  - g.Training schedule.
- 5.4.3. The project schedule shall include the estimated period for completion of and its linkage with other activities.

## 5.5. Inception Report

- 5.5.1. In order to ensure the better execution of the proposed work in a scientific and managerial way, the bidder shall furnish an inception report within 30 days of awarding the contract. The inception report shall contain the following:
- a. Detailed methodology/ project report/ modus operandi to be adopted to execute the contract.
  - b. Resources with list of man power to be deployed to execute the contract
  - c. Detailed list of inputs to be required from the Discom.
  - d. Clearly spell-out the obligation to be completed for execution of the work.
  - e. Detailed Functional design & specification of the equipment's to be installed at every location with GTP (Guaranteed Technical Particulars).
  - f. Testing procedure as per the relevant clause of the specification.
  - g. Detailed methodology of Training system.

- h. Break up of total time schedule allowed for completion of supply in Gantt chart. The Gantt chart shall include milestone of approval of types and makes.
  - i. Type of communication system proposed
- 5.5.2. The Discom on receipt of the inception report will furnish its recommendation for any modification, if required, within 15 days of receipt the same.

#### **5.6. REPORTING REQUIREMENTS**

- 5.6.1. Vendor shall deploy a reputed make “Report Builder –IT Tool” which shall enable to customize and build any report, which may be possible on the basis of data received / generated from downloading of DT meter or consumer Meter.
- 5.6.2. Report format which are required to be made available online shall be provided to the successful bidder.

## **Section 6: General Technical Specifications**

The General Technical Specifications of the various equipment's / items are available as Volume 2 of this tender document. These are the minimum technical specifications for the various items to be deployed. The Bidder will have to supply the material as per the latest approved specifications in Discom at the time of bidding.

## **Section 7: TECHNICAL PROPOSAL SUBMISSION SHEET**

**Technical offer to be furnished by the bidder on its letter head and each page signed by the authorised signatory**

- **An affidavit indicating that all the information, affirmation made in this proposal shall be complied with shall be provided.**
- **The Technical offer shall be given strictly in same sequence of order as given in this document.**

To,  
**The Superintending Engineer [IT]**  
**Jaipur Vidyut Vitran Nigam Ltd.**  
**Room No.117, Vidyut Bhawan**  
**Jyoti Nagar, Jaipur**  
**Rajasthan, 302005.**

SUB: Submission of Bid for “Implementation of AMR system for DTs and Consumers on Infrastructure As A Service (IaaS) Basis” against TN-62.

Dear Sir,

We hereby submit our bid for “Implementation of AMR system for DTs and Consumers on Infrastructure As A Service (IaaS) Basis” against TN-62.

We, the undersigned, declare that:

**A. Declaration**

- 1) We have examined and have no reservations to the Bidding Document, including Addenda No. (if Any):\_
- 2) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule, and the specifications mentioned in the bid document.
- 3) We are submitting our bids for with complete set of enclosures.
- 4) We are submitting our Bid as \_\_\_\_\_ (Single Bidding company/Lead Bidder (consortium)).
- 5) We agree for execution of tendered work as per the terms & conditions as specified in this Tender Document.
- 6) We hereby confirm that the bid comply all requirements set out in the bidding document and NO TECHNICAL and COMMERCIAL Deviation are contained in the Bid.
- 7) We understand that the Bids with Deviation from the requirement laid down in this document shall be considered as NON Responsive
- 8) The prices are as mentioned in BOQ.
- 9) The prices quoted are valid for a period of 90 days from the date of opening of “Financial- bids”
- 10) The quoted / agreed prices are exclusive of the following applicable Taxes (As per prevailing rates):

Enclose details of taxes included in the prices

S. No.	Name of Tax/Charges	Rate of Tax/Charges

Section 7: TECHNICAL PROPOSAL SUBMISSION SHEET

- 11) We have noted the standard terms of payment and undertake to abide by the same.
- 12) The execution of work shall strictly be in accordance with work completion schedule as given in the Tender Document. In case we fail to execute the work as indicated therein as per the tender specifications, the penalty provisions shall be applicable as per provisions of the Contract.
- 13) The material supplied by us shall conform your specification
- 14) 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 of this offer.
- 15) 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.
- 16) 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.
- 17) We understand that the quantity mentioned in the financial schedule is just for evaluation purpose, any payment shall be made on the basis of actual numbers.
- 18) We understand that Jaipur Discom/Discom 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.
- 19) We also understand that the Jaipur Discom reserves the right to reject any or all of the bids without assigning any reason thereof.
- 20) We undertake that we shall use the **“Implementation of AMR system for DTs and Consumers on Infrastructure As A Service (IaaS) Basis”**, which may be readily fine-tuned to the requirements of Discom. We undertake to carry out all necessary System Integration work to ensure all the requirements specified and needed for Jaipur Discom.
- 21) **We understand that the prices quoted in the BOQ are as defined in the RFP & the financial evaluation of the L-1 bidder shall be per Bid Document.**
- 22) We agree to abide by all the conditions governing the proposals and decisions of the Jaipur Discom.

**B. 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
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Section 7: TECHNICAL PROPOSAL SUBMISSION SHEET

Bidding Entity Nature(Single Bidder/ Consortium) <i>In case of consortium, mention Lead Bidder or Consortium Partner</i>	
Full legal name of the firm	
Year of establishment	
Registered Office Address	
Address for Correspondence	
Authorized person(s) to be contacted	
Telephone number(s)	
Email id	
Fax number	
Names, Addresses, Contact Emails and Mobile Nos. of the Key Management Personnel of Firm such as MD/Directors/CEO, etc.	
Type of the firm Private limited/Public limited/Government sector /other	
Whether registered under companies act, Partnership Act, or any other act applicable for registration of Firms in India	
Registration Number & Date	

We hereby certify that the above information is correct.

(Please enclose the ownership structure of the company, Incorporation Certificate, MOA, AOA duly attested by Company Secretary/ Director of the Company).

**C. Financial Capabilities**

**CERTIFICATE OF FINANCIAL QUALIFICATION**

S. No	Financial Year	Turn Over (In INR)	Whether Net Worth Positive or NOT (Select applicable) as
1	FY 2014-2015		
2	FY 2015-2016		
3	FY 2016-2017		YES/NO

(Turnover / Net Worth/ Net Profit shall be as per the currently applicable accounting standards prescribed by Institute of Chartered Accountants of India)

We hereby certify that the above information is correct.

(Signature of the Statutory Auditor of the Bidder)

(Note: Enclose audited Financial Statements/ Annual Report of the aforementioned FYs duly signed by the Chartered Accountant.).

**D. Compliance to Technical Specifications and other requirement of Software**

Sr. No.	Particular	Compliance (Yes/No)
A	<p>Cloud Hosting: <b>The Web Based Application shall be deployed on Cloud and shall be configured to handle the data and processing requirements of the Meter Data Acquisition, Storing, Archival, Analysis, Reporting, Information dissemination etc. The Web Application shall be hosted with GOI empanelled cloud vendors. The required back up and replication shall be also built in. The bidder shall also provide the DR services on cloud located in different seismic zone. The cloud infrastructure shall be scalable, elastic, robust and secure.</b> In case of requirement Cyber Security Audit for carrying out the assignment under the RFP, the same shall be in the scope of selected Agency which needs to be necessarily carried out by an Indian Computer Emergency Response Team (CERTin) empanelled security auditor.</p>	
B	<p><b>Web Based Software Solution:</b> The web-based Software shall have the following features and functionalities:</p>	
1	<p>The Web Based Software Solution shall have all the generic functionalities for user administration.</p>	
2	<p>The Web Based Software shall support industry standard integration technologies for integrating with other IT systems like Billing that are existing and any future IT systems that DISCOM may procure. In general, the Web Based Software shall support integration on SOA architecture and data exchanged through web services.</p>	
3	<p>The Web Based Software shall also have features for exporting the meter data to other third-party systems on Standard Predefined formats like MIOS format, XML, publish to FTP, Web Portal etc.</p>	
4	<p>The Web Based Software shall have exclusive module for facilitating the capture of information during installation and commissioning. The module shall capture all the asset details with asset-coding. The module shall also facilitate uploading of photographs during the installation and commissioning.</p>	
5	<p>A Mobile Application to capture all the details during installation, commissioning and onward operation and maintenance to be used by the filed teams shall be designed and deployed. The mobile app shall also capture the GPS co-ordinates of the site/consumer and</p>	

Section 7: TECHNICAL PROPOSAL SUBMISSION SHEET

	the same shall be stored and updated in the Web Application.	
6	The Web Based Application shall have interface to view each DTC site and Consumer Site on open source GIS tools like Google Maps with different ICONS and colours.	
7	The Web Based Application shall have module for creating the master list of all the sites along with the required electrical network details and other meta data of the installation. The network details like the Feeder, 33kv Sub Station, DT, Sub Division, Division, Circle, Zone shall be provided by DISCOM.	
8	The master data module shall also facilitate organising the site locations as per the socio (Taluk, constituency etc) and geographical areas. The information and classifications shall be provided by DISCOM.	
9	The Web Based Application shall have Meter Data Acquisition Module which shall primarily facilitate all the functionalities of communicating and acquiring the specified meter data as per the desired intervals. The raw meter data shall be stored and archived and available for future reference. The module shall enable bidirectional communication and shall support on demand reads in addition to schedules reads.	
10	The Web Based Application shall facilitate converting of Meter Data Acquired into a common database format.	
11	The Web Based application shall have features to capture the real-time events like Power Failure, Outages, Tamperers, Load violations etc., further the same shall be disseminated to various stake holders/systems as per the requirement of the system. The required SMS and email/messaging platforms shall be made available by the DISOCM.	
12	In the event if the DISCOM install's Modem from different make and provides the bidder with the required API /Protocols then the system shall be able to acquire the meter data from these devices as well.	
13	The Web Based module shall be able to acquire the data continuously or the in the intervals of 30 Minutes and all the aggregated data made available to the Meter Data management and analysis module once in every 24 hrs.	
14	The proposed System is expected to provide continuous on line monitoring and logging of essentially, though not limited to, the following parameters: - <ul style="list-style-type: none"> <li>• Voltage</li> <li>• Current</li> <li>• Active Energy</li> <li>• Reactive Energy</li> </ul>	

Section 7: TECHNICAL PROPOSAL SUBMISSION SHEET

	<ul style="list-style-type: none"> <li>• Apparent Energy</li> <li>• Average Power Factor</li> <li>• Frequency</li> <li>• Maximum load</li> </ul>	
15	<p>The proposed system is expected to provide continuous on line monitoring and logging of above mentioned parameters and capability to disseminate information on web based application for:</p> <ul style="list-style-type: none"> <li>• Number of system outages</li> <li>• Duration of system outages</li> <li>• Peak Load of DT</li> <li>• Voltage Profile of DT</li> </ul>	
16	<p>The Web Based Meter Data Management and Analysis module shall provide the complete 360degree view of the meter data, including and not limited to Load Survey, Tampering Events, Event Logs, Phase Association, Outages, Blackout periods, Single Phase &amp; Three phase Power supply etc.</p>	
17	<p>The Web Based Application shall have inbuilt tools for Meter Data Validation, Examination &amp; Estimation</p>	
18	<p>The Web Based Application shall be able to generate various predefined reports. The formats of the same shall be shared with the successful bidder.</p>	
19	<p>The Web Based Application shall have an inbuilt reporting tool for custom or on demand report generation.</p>	
20	<p>The Web Based application shall have provision to import data from CMRI.</p>	
21	<p>The Web Based application shall have various in built dashboards depicting the real-time data acquisition status for the project area. The dashboard shall have drill down options.</p>	
22	<p>Dashboards for supply status indicating the availability of power, single phase, three phase etc. shall be in built.</p>	
23	<p>Any Dashboards associated with acquiring of meter data and information dissemination to various stake holders shall be developed by the vendor without any additional costs.</p>	
24	<p>The Web Based Software shall have module to capture the various non conformities based on the availability of the acquired data and automatically calculate the applicable penalties. Further the module shall have the complete site monitoring including installation, commission, uptime and the same shall be used in generating the report for CAPEX and OPEX charges. The module shall assist the officers in invoice validation and bill passing. The module shall be verified by the designated officers for its accuracy, security and reliability.</p>	

Section 7: TECHNICAL PROPOSAL SUBMISSION SHEET

25	Provision for automated SMS alerts and email. The alerts would be send directly to respective area in charge and other integrated systems (eg. customer care centre in case of events such as tamper, no power etc. based on system analytics.) as specified by JVVNL. The required SMS gateways shall be provided by DISCOM.	
26	Reading of all the consumers should be captured/ recorded at 00:00 hours on last day of the every month along with seamless data integration with the billing system so as to enable generation of bills on 1st of every subsequent month.	
27	Reading of all the DTs should be captured/ recorded at 00:00 hours on last day of every month along with seamless data integration with the EA system so as to enable generation and publishing of energy audit reports on 1st of every subsequent month.	
28	Any other software functionality or modification or change associated with the process of acquisition of meter data, depiction, consolidation, reporting and dissemination to various forms as required by the DISCOM shall be implemented during the project tenure.	
29	Mobile App: A cross platform mobile app for information dissemination and monitoring shall be developed by the bidder. The Mobile app shall have facilities for various DISCOM users to view the summary of meter data acquired, alerts, events, supply status etc., based on various selection parameters. The inputs required for which shall be provided by the DISCOM.	
30	The Web Application shall have Ticketing System inbuilt for complaint/issue recording, resolution and escalation.	

Please provide a summary of versions of various modules, if the proposed solution is a product.

Use following format:-

**Table D.1: Details of Product Offered**

Name of product	Module details	Version and year of release

Section 7: TECHNICAL PROPOSAL SUBMISSION SHEET


**Table D.2:**

<b>Name of product</b>	<b>DISCOM</b>	<b>URL</b>

## **E. Approach and Methodology**

### **The Approach and Methodology to be furnished with following parameter:**

- i. Understanding of Purchaser and its requirement with clear mention of the deliverables. Schematic diagram showing all the modules & components of the systems covered in the specification and integration with existing systems.
- ii. Description of the technical solution for achieving the integrations as shown in the above schematic diagram
- iii. Project Team Structure
- iv. Resource planning and estimation
- v. Risk planning
- vi. Detailed work plan with timelines

- i. **Understanding of Utility and its requirement of Purchaser and its requirement with clear mention of the deliverables. Schematic diagram showing all the modules & components of the systems covered in the specification and integration with existing systems.**

Bidder should depict complete understanding of the as-is system of the Utility based on the information provided in the Bid Document. It should also require to list down all the deliverables that has been planned as a part of the overall project with timelines. Also provide details of prior interaction with Utility, if any.

- ii. **Description of technical solution for achieving the integrations.**

Please provide details of integration methodology followed by your organization in successfully implementing similar projects. Also highlight the special steps that your organization/ consortium intends to take in order to ensure that the change from current system to proposed one will be smooth and effective.



**iii. Project Team Structure**

In this section please provide detail of the team that would be deployed by your organization to execute the project. Please provide details of the team structure in the following format:

**Table7: Proposed Project Team Structure**

Name of Staff	Position Assigned	International or Domestic	Firm	Employment status with the firm (Full time/ Associate)	Education (Degree, Year, Institution)	Area of Expertise and number of years of relevant experience	Task Assigned
A. Professional Staff							
B. Support Staff							

**iv. Resource planning and estimation**

Bidder shall provide detailed staffing schedule of the professional and support staff in the following format:

- For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: IT administrator, field survey staff etc.).
- Months are counted from the start of the assignment. For each staff indicate separately staff input for off-site and on-site work.

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Table8: Proposed Resource Planning and Estimation

No.	Name of Staff	Position	Staff Input							Total
			In Weeks	W1	W2	W3	W4	W5	.....	
	A. Professional Staff									
	B. Support Staff									

v. **Risk planning**

Bidder shall assess underlying risks in implementation of the Project and detail out the methodology to mitigate them. It may include development of a risk assessment matrix indicating severity of the risk, chance of its occurrence and its mitigation approach.

Table9: Risk Planning

Risk description	Risk category	Probability (%)	Impact (High/medium/low) with impact description	Mitigation strategy

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vi. Detailed work plan with timelines

Please refer Schedule of Completion for the format.

S. No.	Particular of activity	Time schedule desired	Confirmation of Time Schedule as per bidder (Yes/No)
1.	Submission of detailed inception report giving the compliance sheet along with the make and model of various infrastructure, hardware & software that are proposed for delivery.  Specification of System Architecture and Software Solution.	Within 30 days from the date of Award of Contract	
2.	Approval of Inception Report by Discom	Within 15 days from the date of submission of inception report	
3.	Commencement of Installation	Within 15 Days from the date of acceptance of Sl.No 2.	
4.	Installation of system at all the sites	Within 12 months from the date of award of contract (i) Supply and Installation of 50% of the hardware at the sites : within 6 months from the date of award of contract And (ii) Supply and Installation of balance 50% the hardware at the sites : within 12 months from the date of award of contract)	
5.	Operation and maintenance of the system	60 months from Sl.No 4.	

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**F. Project Experience and Confirmation of Pre - Qualification Requirement**

Bidder shall provide details of projects with application modules and other requirements (as mentioned in Eligibility Criteria,) which have been successfully completed during the last 5 financial years.

Please do not supply the names of clients who are no longer using your product/system.

The bidder is required to submit the details of Pre-Qualification documents in the table no 11 &12 as the case may be.

Bidders need to submit the details as per the format in the table provided.

Table: The details of the same should be included in the following format and necessary supporting documents should be attached

**Table11: Details of Project Experience**

SI. No	Name of project	Brief Scope necessarily including role played by Bidder, modules implemented, sector classification	Owner of Project assignment (Client name)	Cost of assignment	Date of Awarded commencement	Date of completion	Was assignment satisfactorily completed	Was it a Power Sector Project? (Y/N) Provide Detail

**Table 12: QUALIFICATION REQUIREMENT**

**1. INTRODUCTION:** The Bidders are advised to study the tender document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

This section covers the minimum requirement with respect to experience, capability and other particulars of the Bidder to be considered eligible for participation in the bid for the proposed work. The BIDDER shall become eligible to bid on satisfying the following “BID QUALIFICATION REQUIREMENTS” and on production of the required documentary evidences along with the Tender.

**2. BID QUALIFICATION REQUIREMENTS:-** The Bidder must possess following credentials prescribed as Pre-Qualification Criteria. If any bidder fails to fulfil the Qualification Requirement (QR), his bid will be treated as non-responsive and no further correspondence/clarification will be taken into consideration for the same.

It is also intimated that merely meeting the following requirements does not indicate that the bidders shall be short listed for opening of financial bid. The short listing shall be made considering all the technical parameters.

**3. The Bid may be made by Single Bidders OR by a valid consortium of maximum Two members as detailed hereunder.**

**3.1 The single bidder may be**

**III. IT Based company**

**OR**

**IV. Meter Manufacturer**

**A. If the Bidder is IT Based company, then the following Qualification requirements shall be applicable :**

QR No.	Criteria	Supporting Documents Required
1	Bidder shall be incorporated under Indian Companies Act 1956/2013 which is existing from last 5 financial years.	<ul style="list-style-type: none"> <li>• Copy of Self-Attested Incorporation Certificate in case of Company</li> <li>• MOA &amp; AOA in case of Company</li> </ul>
2	The bidder should be an Information Technology Services Company and should have been continuously providing services to power distribution utilities in India from last 5 years as on the date of submission of bid on BOO / BOOM / SaaS / IaaS model involving deployment of Software, Hardware, Manpower and Associated Services in the areas of Meter Data Downloading & Analysis / AMR / MDAMS implemented for three phase	Proof of Work order & performance certificate/ work order completion certificate to be submitted

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QR No.	Criteria	Supporting Documents Required
	whole current meters / LT-TVM/HT-TVM meters.	
3.	The bidder should have executed or executing at least one project of Meter Data Acquisition (AMR) for acquiring meter data through GPRS/Internet/VPN or any other communication mode and making the data available on central web server during the last five years ( Jan'13 to Dec'17) .  The Work Award for the above project shall be for a minimum of 7500 meters.	<ul style="list-style-type: none"> <li>• Proof of Work Orders to be submitted.</li> <li>• The bidder should furnish Manufacturer Authorization Form from meter and modem manufacturer /OEM for providing meter and modem as per specifications provided in tender document.</li> </ul>
4.	The bidder should have following certificates, which should be valid as on date of bidding:  4. ISO 9001:2008/2015  5. ISO 27001  6. CMMI Level 3 DEV or above for Software Development	Valid ISO Certificates should be submitted.  Certificate of Appraisal issued by authorized transition partner of CMMI institute with SCAMPI ID to be uploaded.
5.	(i) The bidder should have average annual turnover of Rs 40 Crores of last three financial years ending on 31-Mar-2017 (i.e. for the 2014-15, 2015-16 & 2016-17).  (ii) The bidder should have positive net worth as on 31.3.17	Copy of the audited statement of accounts (PL Account & Balance Sheet) duly certified by the Chartered Accountant to be submitted as a proof of turnover and net worth.
6.	The Bidder should have not been black listed by any of Power Distribution Utility in India as on date of bidding.	Self-Declaration for No Blacklisting on appropriate non-judicial stamp paper duly notarized.
7.	The bidder should possess minimum Class 'B' or above electrical contractor licenses issued by Electrical Inspectorate of Govt. of Rajasthan.  <i>* If the above certificate is not furnished at the time of bidding, bidder may furnish Bank Guarantee of Rs. 5.0 Lacs with undertaking to furnish the above License within 2 months from the date of award of contract. However the date of Implementation schedule shall not be extended on these grounds failing which said BG shall be invoked.</i>	Valid certificate to be submitted  <ul style="list-style-type: none"> <li>• Copy of Self Attested Class 'B' Electrical or above electrical contractor licenses issued by Electrical Inspectorate of Govt. of Rajasthan.</li> </ul> <p>In Case the Class 'B' Electrical or above electrical contractor license are not available with the bidder, the bidder shall furnish an undertaking along with Bank Guarantee of Rs. 5 Lacs (proforma enclosed) that the same shall be furnished <i>within 2 months from the date of award of contract.</i></p>

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OR

**B. If the Bidder is a METER MANUFACTURER, then the following Qualification requirements shall be applicable :**

QR No.	Criteria	Supporting Documents Required
1	Bidder shall be incorporated under Indian Companies Act 1956/2013 existing from last 5 financial years.	<ul style="list-style-type: none"> <li>• Copy of Self-Attested Incorporation Certificate in case of Company</li> <li>• MOA &amp; AOA in case of Company</li> </ul>
2	The bidder should be Meter Manufacturer of Electricity Meters in India should have supplied a minimum of 1,50,000 LTTVM/HTTVM/Three phase Whole Current meters with Communication ports/AMR Meters for power distribution utilities in India in the last 3 financial years i.e. (April'14 to March '17).	<ul style="list-style-type: none"> <li>• Proof of Work order &amp; performance certificate/ work order completion certificate to be submitted.</li> <li>• The bidder shall furnish undertaking that either in-house IT software shall be used or it shall be outsourced.</li> </ul>
3.	The bidder should have ISO 9001:2008/2015 certified which should be valid as on date of bidding.	Valid ISO Certificates should be submitted.
4.	(i) The bidder should have average annual turnover of Rs. 100 Crores of last three financial years ending on 31-Mar-2017 (i.e. for the 2014-15 ,2015-16 & 2016-17) .  (ii) The bidder should have positive net worth as on 31.3.17.	Copy of the audited statement of accounts (PL Account & Balance Sheet) duly certified by the Chartered Accountant to be submitted as a proof of turnover and net worth.
6.	The Bidder should have not been black listed by any of Power Distribution Utility in India as on date of bidding.	Self-Declaration for No Blacklisting on appropriate non judicial stamp paper duly notarized.
7.	The bidder should possess minimum Class 'B' or above electrical contractor licenses issued by Electrical Inspectorate of Govt. of Rajasthan.  <i>* If the above certificate is not furnished at the time of bidding, bidder may furnish Bank Guarantee of Rs. 5.0 Lacs with undertaking to furnish the above License within 2 months from the date of award of contract. However the date of Implementation schedule shall not be extended on these grounds failing which said BG shall be invoked.</i>	Valid certificate to be submitted  <ul style="list-style-type: none"> <li>• Copy of Self Attested Class 'B' Electrical or above electrical contractor licenses issued by Electrical Inspectorate of Govt. of Rajasthan.</li> </ul> <p>In Case the Class 'B' Electrical or above electrical contractor license are not available with the bidder, the bidder shall furnish an undertaking along with Bank Guarantee of Rs. 5 Lacs (proforma enclosed) that the same shall be furnished <i>within 2 months from the date of award of contract.</i></p>

**3.2 If the Bid is made by Consortium of two members, the following Qualification criterion shall be applicable:**

**C. Qualification Criterion**

- iv. The one member shall be an IT Company having qualification as per above in clause 3.1 (A).
- v. Another member shall be Meter Manufacturer having qualification as per above clause 3.1(B).
- vi. Any of the above members can be designated as a Lead Member.

**D. Other conditions for consortium**

- xi. The bid, and in case of a successful bid the “ Contract Agreement, shall be signed by all the partners so as to be legally binding on all the members
- xii. One of the partners shall be nominated as being partner incharge (lead partner) and this authorization shall be supported by submitting a power of attorney signed by legally authorized signatories of all the partners;
- xiii. The partner incharge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partner of the Consortium and the entire execution of the contract including payment shall be done exclusively with the partner incharge (lead partner).
- xiv. All partners of the Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization as well as in the form of bid and the form of contract agreement (in the case of a successful bid);
- xv. In the event of any default by any partner/partners of the Consortium, the other partner/partners shall accept the liability and execute the contract in full.
- xvi. Responsibilities in respect of execution of tendered work by the partner incharge (lead partner) as well as of each Consortium member shall be clearly indicated in the agreement.
- xvii. The Consortium agreement shall not be cancelled or amended unilaterally without consent of the purchaser and a statement to this effect should appear in the consortium agreement.
- xviii. A firm can submit only one bid in the same bidding process, either individually as a bidder or as a partner of a Consortium. A bidder who submits or participates in more than one bid will cause all the bids in which the bidder has participated to be disqualified.
- xix. Bids from agents are not acceptable in the case of Consortium and such bids will be treated as non-responsive.
- xx. The Consortium should furnish the relevant information and documents as specified under clause above and should satisfy the various requirements stated in other clauses also.



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Original consortium agreement on Non judicial stamp paper duly registered with sub registrar office of appropriate value satisfying the above conditions shall be submitted with to the SE(IT), JVVNL , Jaipur indicating role and duties of each consortium member

**Note:**

**In case of non-furnishing the requisite documents along with the bid, the bid will be considered as non-responsive and bid may be summarily rejected.**

**2. Facility Management Services Plan**

The detail plan for FMS shall be given in accordance with the tender Document. In case of deviations, the same should be clearly indicated in Deviation sheet.

**3. Project Management Practices**

Please provide high-level details of the project management practices that will be followed to manage the project. The project management practices would include (but not be limited to) details of:-

- Bidder must provide details of how they envisage the contract being managed including principles such as (but not limited to) joint planning and control mechanisms; regular and active review meetings; Project management of individual work streams and overall program management of the entire service; Performance reporting
- Bidder should outline their proposed governance structure and designate a Service Manager to coordinate their activities and provide a focal point of contact to which Utility can refer on any matter concerning the service.
- Reporting lines and decision-making powers within the bidder’s organization must be explained
- Reporting formats and templates that would be followed by the bidders
- Outline the proposed escalation procedures in the event that issues arise.

**4. Quality Assurance**

- Quality of service - Suppliers must provide details of their proposed approach to quality assurance to ensure the quality of services in accordance with the tender document. This should include:
  - Responsibility of quality of service;
  - How the supplier will ensure quality service is provided;
  - How quality will be measured
  - Does your company (and consortium partner) have any quality certification / Assessment? If so, please provide your responses for the following:

**Table16: Details of Certification**

Description	Bidder’s Response
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Description	Bidder's Response
Certification / Assessment Name	
Who issued the certification/assessment?	
When was the certification/assessment obtained?	
Does this certification/assessment process involve periodic reviews and observations/ remarks after such review? If so, please provide details and specify when your company is due for its next quality review?	

- Please specify your company's process for product development and enhancements.

**5. Documentation**

Please provide a list and brief description of all user documents that will be provided along with the software package. This must include the following minimum documents:

- System and administration manuals
- Technical support handbook
- User Manuals
- Error Messages and their Meanings
- Training Manuals
- Analysis & Design Manuals with the relevant data flow diagrams, entity relationship diagrams, schemas etc.
- Additions/ changes to the documents after upgrades and
- Operations Manuals.

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**6. Check List**

S. No	Pre-Qualification Requirement	Yes / No
1.	Is the cover letter attached with the bid proposal	
2.	Is the tender cost attached with the proposal	
3.	Is the Bid Security attached with the proposal	
4.	Is the certificate as to corporate principal	
5.	Is the bidder-company statistics attached with the proposal	
6.	Is the bid structure according to proposal	
7.	Is the technical specification requirement of application packages attached with the proposal	
8.	Is the hardware technical specifications attached with the proposal	
9.	Is the Manufacturer's Authorization Form attached with the proposal	
10.	Is the necessary certificate / authorization for back to back arrangement with respective OEM vendor for Technical support , Annual Maintenance / warranty etc. enclosed with the proposal	
11.	Is the Approach and Methodology attached with the proposal	
12.	Is the Project Experience and Confirmation of Pre-Qualification Requirement attached with the proposal	
13.	Is the Team Details (CVs) attached with the proposal	
14.	Is the Details of Key Personnel's attached with the proposal	
15.	Is Firm Detail attached with the bid proposal	
16.	Is the Facility Management Services Plan attached with the proposal	
17.	Is the Project Management Practices attached with the proposal	
18.	Is the Quality Assurance attached with the proposal	
19.	Is the Documentation Details attached with the proposal	
20.	Is the Confirmation of No-Deviation and Deviation Sheet attached with the proposal	
21.	Is the Supporting Documents to Substantiate Meeting of Pre-Qualification requirement attached with the proposal	
22.	Does the bid proposal contains the part B that is the financial proposal in a sealed envelope	
23.	Is financial offer enclosed is duly sealed and super-scribed as provided in tender document	

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S. No	Pre-Qualification Requirement	Yes / No
24.	Has the bidder provided project organization structure	
25.	Has the bidder provided schematic flow of information	
26.	Are the technical and commercial proposals enclosed that are duly sealed and super-scribed as provided in tender document	
27.	Are all the pages of the proposal signed by an authorized representative of the bidder's firm (in case of consortium, then from the leading member's firm)	
28.	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.	
29.	Is satisfactory evidence of authority of the person signing on behalf of the Bidder furnished with the bid	
30.	Is the bidder's name stated on the proposal same as that of the legal name of the firm	
31.	Do any / all erasures or other changes in the bid documents bear the initials of the person signing the bid	
32.	Are all entries and amendments also signed	
33.	Are all pages of the attached tender specification document signed, as a token of acceptance of the terms and conditions, except those mentioned in the deviation list	

(Signature).....

Date :

(Name).....

Place :

(Designation).....

(Common Seal).....

## Section 8: OTHER UNDER TAKINGS

### 1. CONFIRMATION OF “NO DEVIATION” IN TECHNICAL / COMMERCIAL TERMS AND CONDITIONS OF THIS TENDER

(To be furnished on Bidder’s Letterhead, In case of consortium both the bidders to comply)

Bidder's Name & Address:

To

The Superintending Engineer (IT)  
Jaipur VidyutVitrana Nigam Ltd.  
Room No.117, Vidyut Bhawan  
Jyoti Nagar, Jaipur  
Rajasthan, 302005.

Dear Sirs,

#### **Sub: Confirmation for “No Deviation” in Technical / Commercial terms & conditions of TN-62**

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

(Signature).....

(Name).....

(Designation).....

(Common Seal).....

Date :

Place :

## 2. UNDERTKAING FOR VARIOUS INFORMATIONFURNISHED

**(To be furnished on appropriate non-judicial Stamp Paper of Rs. 100/-, duly notarized)**

Bidder's Name & Address:

To

The Superintending Engineer (IT)  
Jaipur VidyutVitrana Nigam Ltd.  
Room No.117, Vidyut Bhawan  
Jyoti Nagar, Jaipur  
Rajasthan, 302005.

Dear Sir,

### **Sub: Undertaking for various information against TN-62**

We hereby confirm that that all the information against this bid and all other Certificates etc. furnished are correct and if in future Discom discover that any information furnished is not true, same may lead to the rejection of bid or termination of contract.

(Signature).....

(Name).....

(Designation).....

(Common Seal).....

Date :

Place :

### 3. BIDDER'S AUTHORISATION CERTIFICATE

(To be furnished on Bidder's Letterhead.)

To,

The Superintending Engineer (IT)  
Jaipur VidyutVitrana Nigam Ltd.  
Room No.117, Vidyut Bhawan  
Jyoti Nagar, Jaipur  
Rajasthan, 302005.

[Reference No. ]

I/ We <Name/ Designation> hereby declare/ certify that <Name/ Designation> is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIT reference No. \_\_\_\_\_ dated \_\_\_\_\_. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

***Please attach the board resolution / valid power of attorney in favour of person signing this authorizing letter.***



**4. POWER OF ATTORNEY IN FAVOUR OF AUTHORISED SIGNATORY OF THE BIDDER**

*(To be stamped Non-Judicial Stamp Paper of Rs. 500/- duly notarized in name of the Bidding Entity)*

## 5. FORMAT OF BID SECURITY BANK GUARANTEE

*(To be stamped in accordance with Stamp Act in the name of SE(IT), the Non-Judicial Stamp Paper should be in the name of the issuing Bank)*

Bank Guarantee No.: .....

Date: .....

To: *(insert Name and Address of Employer)*

WHEREAS M/s. .... *(insert name of Bidder)*..... having its Registered/Head Office at .... *(insert address of the Bidder)* ..... *(hereinafter called "the Bidder")* has submitted its Bid for the performance of the Contract for.....*(insert name of the Package)*.....under.....*(insert Specification No)*..... *(hereinafter called "the Bid")*

KNOW ALL PERSONS by these present that WE .....*(insert name & address of the issuing bank)* ..... having its Registered/Head Office at .....*(insert address of registered office of the bank)*..... *(hereinafter called "the Bank")*, are bound unto Jaipur VidyutVitaran Nigam Limited *(hereinafter called "the Employer")* in the sum of .....*(insert amount of Bid Security in figures & words)*..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Seal of the said Bank this ..... day of ..... 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to Tender document; or
- (3) If, as per the requirement of Qualification Requirements the Bidder is required to submit any Undertaking/Agreement and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) along with the Bid within ten days from the date of intimation of post – bid discussion; or
- (4) in the case of a successful Bidder, if the Bidder fails within the specified time limit
  - (i) to sign the Contract Agreement, in accordance with Tender document, or

Section 8: OTHER UNDER TAKINGS

- (ii) to furnish the required performance security, in accordance with the Tender document. or
- (5) In any other case specifically provided for in the Tender document.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including .....(*insert date, which shall be the date 180 days from the date of Technical Bid Opening*)....., and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

POA Number\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_Mobile\_\_\_\_\_

Fax Number\_\_\_\_\_

Email \_\_\_\_\_

Seal of the Bank\_\_\_\_\_

Witness:

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Section 8: OTHER UNDER TAKINGS

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Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

Note:

1. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

Quote

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (value in figures) \_\_\_\_\_ [ \_\_\_\_\_ (value in words) \_\_\_\_\_].
2. This Bank Guarantee shall be valid upto \_\_\_\_\_ (validity date) \_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (validity date) \_\_\_\_\_.”

## 6. SELF DECLARATION OF NO BLACKLISTING

**(To be furnished on appropriate non-judicial Stamp Paper of Rs. 100/-, duly notarized)**

To,

The Superintending Engineer (IT)  
Jaipur VidyutVitran Nigam Ltd.  
Room No.117, Vidyut Bhawan  
Jyoti Nagar, Jaipur  
Rajasthan, 302005.

In response to the NIT Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. Of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding:--

- a. possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Discom;
- b. have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c. is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d. does not have any previous transgressions with any entity in India or any other country during the last five years
- e. does not blacklisted by any of the Central/State power utilities in India for fraudulent and corrupt practices as on date of bidding.
- f. is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g. does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract as on date of bidding, or not have been otherwise disqualified pursuant to debarment proceedings;

Section 8: OTHER UNDER TAKINGS

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- h. Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i. Will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled

Thanking you,

Signature.....

In the capacity of.....

Duly authorised to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....

**7. BANK GUARANTEE AGAINST UNDERTAKING FOR CLASS 'B' OR ABOVE ELECTRICAL CONTRACT LICENSES**

(On Rajasthan Non-Judicial Stamp Paper worth Rs.100/-)

To,

The Superintending Engineer (IT)  
Jaipur VidyutVitrana Nigam Limited  
Room No. 117, Vidyut Bhawan,  
Jyoti Nagar,  
JAIPUR.

Dear Sir,

Whereas Jaipur Vidyut Vitrana Nigam Limited, Jaipur (hereinafter called the Purchaser) has issued a tender enquiry under TN-62 for **“Implementation of AMR system for DTs and Consumers on Infrastructure As A Service (IaaS) Basis”**.

Whereas M/s \_\_\_\_\_ (hereinafter called the bidder) has furnished a bid for implementation of \_\_\_\_\_ to the Superintending Engineer (IT), Jaipur VidyutVitrana Nigam Limited, Jaipur or his nominated officer(s).

Whereas in accordance with the provision of the RFP of the aforesaid TN\_\_\_\_\_, the bidder can deposit a bank guarantee for undertaking to furnish the Class 'B' or above electrical contract licenses issued by Electrical Inspectorate of Govt. of Rajasthan within 2 months from the date of award of contract.

Whereas M/s \_\_\_\_\_ (the bidder) have requested us (Name of the Bank) to furnish the bank guarantee, for undertaking to furnish the Class 'B' electrical contract

Section 8: OTHER UNDER TAKINGS

licenses issued by Electrical Inspectorate of Govt. of Rajasthan within 2 months from the date of award of contract, for an amount equivalent to Rs. \_\_\_\_\_ (in words also) only.

Under this Bank Guarantee, we (Name of the Bank) hereby undertake unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to the purchaser on his first demand without whatsoever right of objection on our part and without his first claim to the bidder, in the amount not exceeding (amount of guarantee in figures and words).

Payment pursuant to this undertaking will be demanded by the purchaser from the Bank and will be met by the Bank without question in the case in which the bidder, on receipt of the order and/ or after the acceptance of this tender, makes default in furnishing the required Class 'B' or above Licenses issued by Electrical Inspectorate of Govt. of Rajasthan within 2 months from the date of award of contract. Also whether the occasion or ground has arisen for such demand the decision of the Superintending Engineer (IT), Jaipur Vidyut Vitran Nigam Limited shall be final.

The liability of the Bank shall not at any time exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

The undertaking will be determined on but will not withstanding such determination, continue to be in force till the expiry of 3 months from that date.

No indulgence or grant of time by the purchaser to the bidder without the acknowledgement of the Bank will discharge the liabilities of the Bank under this guarantee.

The guarantee herein contained shall not be affected by any change in the constitution of the bidder.

All disputes arising under the said guarantee between the Bank and the bidder or between the bidder and the purchaser pertaining to the guarantee shall be subject to the jurisdiction of Courts only at JAIPUR in Rajasthan.

The Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Superintending Engineer (IT), Jaipur VidyutVitrana Nigam Limited, Jaipur.



Section 8: OTHER UNDER TAKINGS

Notwithstanding anything contained herein before, the Bank's liability under this guarantee i.e. restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee shall remain in force upto \_\_\_\_\_. Unless demand or claim in writing is presented on the Bank within three months from that date, the Bank shall be released and discharged from all liabilities there-under. However, the validity of the bank guarantee shall be extended as and when required by the purchaser.

IN WITNESS WHEREOF the Bank has executed these presents the        day \_\_\_\_\_  
month \_\_\_\_\_ and year \_\_\_\_\_.

Yours faithfully,

(Bankers)

EXECUTANT

Witnesses:

1.

2.

## Section 9: FORMAT FOR FINANCIAL BID SUBMISSION

(Not to be filled here)

**(Financial offer has to be furnished in BOQ excel file).**

To,  
**The Superintending Engineer [IT]**  
 Jaipur VidyutVitrان Nigam Ltd.  
 Room No.117, Vidyut Bhawan  
 Jyoti Nagar, Jaipur  
 Rajasthan, 302005..

**SUBJECT: "Implementation of AMR system for DTs and Consumers on Infrastructure As A Service (IaaS) Basis" against TN-62.**

Dear Sir,

We have procured the bid documents for engagement of Agency "Implementation of AMR system for DTs and Consumers on Infrastructure As A Service (IaaS) Basis" against TN-62.

We are submitting our financial proposal as hereunder:

### Group 1: DT Metering System

Sr.No.	Particular	Approx. Quantity	Per Unit Rate in Rs.	Total Cost in Rs.
I.	<b>CAPEX Cost for DTC AMR</b>			
1	Meter	41000		
2	Meter Box	41000		
3	LT CT	41000		
4	Modem	41000		
5	Accessories	41000		
6	Installation & Configuration Charges per Site	41000		
II	<b>OPEX Cost for DTC AMR</b>			
	Data Charges(SIMS) and Operation & Maintenance for contract period ( 60	41000		

Section 9: FORMAT FOR FINANCIAL BID SUBMISSION

	months)			
	<b>Total for Group I</b>			

**Group 2: Consumer AMR**

Sr.No.	Particular	Approx. Quantity	Per Unit Rate in Rs.	Total Cost in Rs.
I.	<b>CAPEX Cost for Consumer AMR</b>			
1	Meter	35000		
2	Meter Box	35000		
3	Modem	50000		
4	Accessories	50000		
5	Installation & Configuration Charges per Site	50000		
II	<b>OPEX Cost for Consumer AMR</b>			
	Data Charges(SIMS) and Operation & Maintenance for contract period <b>(60 months)</b>	50000		
	<b>Total for Group II</b>			

<b>Total Group I + Group II</b>	
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The quoted prices are exclusive of applicable tax/GST any statutory variation and imposing new tax by government shall be on Discom account.

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

[Authorized Signatory]

## **Section 10: ANNEXURES – BILL OF MATERIAL**

Following details are to be furnished:

- (i) Details of cloud computing for hosting of application with infrastructure details to be furnished.
- (ii) Detail data sheet of Application Software indicating compliances of the specifications
- (iii) Details of Manpower, office setup etc.
- (iv) Details of training to be provided
- (v) Details of connectivity (all type)
- (vi) Details of catalogue of services to be published

## Appendix A

The Tentative details of the DTs and the consumers shall be provided to the successful bidder by Jaipur Discom after award of contract.