



**JAIPUR VIDYUT VITRAN
NIGAM LTD.**



**Request for Proposal
“Appointment of Agency for
assistance in TPIEA-IT
Verification and RAPDRP
Project Evaluation”**

Ver 2.0

Purchaser:

Jaipur Vidyut Vitran Nigam Ltd (JVVNL), Jaipur (On behalf of)



Jaipur Vidyut Vitran Nigam Ltd (JVVNL), Jaipur



Ajmer Vidyut Vitran Nigam Ltd (AVVNL), Ajmer



Jodhpur Vidyut Vitran Nigam Ltd (JdVVNL), Jodhpur

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

SHORT TERM NOTICE INVITING TENDER

Short Term Notice Inviting Tender

Reference No: TN - 79

Jaipur Vidyut Vitran Nigam Ltd. ["JVVNL"/ "Jaipur Discom"] invites bids on behalf of JVVNL/AVVNL/JdVVNL from competent agency for work of "**Appointment of Agency for assistance in TPIEA-IT verification and RAPDRP Project Evaluation**". The contract period shall be up to 31.01.2019. However the Three Discoms Purchase Committee may extend the contract period at its sole discretion looking to the circumstances.

Mode of Bid Submission	Online through e-Procurement/e-Tendering system at http://eproc.rajasthan.gov.in
Tendering Authority	Superintending Engineer (IT) Jaipur Vidyut Vitran Nigam Ltd. Old Power House, Banipark, Jaipur-302006.
Estimated cost of Project per annum (Approx.)	Rs. 75 Lacs
Contact Persons	Ram Avatar Sharma, SE (IT) E-mail - seit@jvvn.org Office: 0141-2200972
Submission of Banker's Cheque/ Demand Draft for Tender Document Fee (including GST@ 18%) with AO(IT&RE) in favour of AO(IT&RE), JVVNL, Jaipur (non-refundable), payable at Jaipur, Rajasthan	Rs. 5900/- 12.11.2018 up to 3 PM and Rs. 2950/- for MSME situated in Rajasthan classified under section 7(1) of MSME development Act 2006.
Submission of Demand Draft for e-Tender Processing Fee (including GST@ 18%) with AO(IT&RE) in favour of M.D, RISL payable at Jaipur(non-refundable)	Rs. 1180 /- 12.11.2018 up to 3 PM
Submission of Earnest Money through DD in favour of AO (IT&RE), JVVNL or Bank Guarantee from schedule bank in the name of SE (IT), JVVNL.	Rs: 1,50,000/- 12.11.2018 up to 3 PM and Rs. 37,500/- for MSME situated in Rajasthan classified under section 7(1) of MSME development Act 2006.
Publishing Date/Time (Revised RFP)	23.10.2018 at 6.00 pm
Last date of receipt of clarification/queries	Within 3 days from date of uploading of tender document
Submission Date for Banker's Cheque/	The deadline for submission of these

Demand Draft / BG for Tender Fee, EMD, and Processing Fee.	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 Start Date/ Time	29.10.2018 from 10 AM
Bid submission Last Date/ Time	13.11.2018 up to 2 PM
Date & Time of Opening of Technical Bids	13.11.2018 after 3 PM
Date & Time of Opening of Financial Bids	To be intimated later
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	http://eproc.rajasthan.gov.in http://www.jaipurdiscom.com
Bid Validity & EMD Validity	Bid Validity: 90 Days from the date of Financial Bid Opening EMD Validity: 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 and expertise as per Qualification requirement detailed in this document.

Before bidding under this bid, bidder should ensure that they

1. They are qualified as per QR mentioned in this document.
2. The offered solution/services shall meets the technical and scope of work requirement laid down in this document.

NOTE:

1. The bid shall only be submitted through online tendering system of 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, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

3. Bidders should go through the website <https://www.eproc.rajasthan.gov.in> should refer to the website and go through the link “Help For Contractors”, “Information About DSC”, “FAQ” and “Bidders Manual Kit” and **Section-I** to know the process for submitting the electronic bids at the website.
4. The ‘Instructions to bidders’ and other terms and conditions of this tender pertaining to the bidding process generally follow the guidelines of e-tendering system of the government of Rajasthan, available at URL <https://www.eproc.rajasthan.gov.in>. However, wherever there is any anomaly between the conditions referred to in this 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 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 & EMD as mentioned in the NIT Section table. A copy of receipt of the tender fees, e-Tender Processing Fees & EMD 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. All the communication/correspondence including the Bid (Technical and Financial Bid) must be signed and stamped on each page by the designated Authorized Representative of the bidder failing which the bid will be summarily rejected.
13. The Bids can be submitted up to date and time given as specified in the NIT Table.
14. The complete bidding process is defined in the tender document.
15. In case, a bidder imposes conditions which are in addition or at variance or in conflict with the terms and conditions as specified in this tender document, all such bids will be summarily rejected.
16. 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.
17. 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.
18. Interested bidders may obtain further information from the office of

**The Superintending Engineer (IT),
Jaipur Vidyut Vitran Nigam Ltd,
Old Power House Banipark,
Jaipur- 302006.**

Superintending Engineer (IT)
Jaipur Vidyut Vitran Nigam Ltd.
Old Power House, Banipark, JAIPUR-302006.

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SECTION - I INTRODUCTION

BACKGROUND -

About R-APDRP - Part A (IT)

Ministry of Power, Government of India, has launched the Restructured Accelerated Power Development and Reforms Programme (R-APDRP) in July 2008 with focus on establishment of base line data, fixation of accountability, reduction of AT&C losses up to 15% level through strengthening and up-gradation of Sub Transmission and Distribution network and adoption of Information Technology during 11th Five Year Plan.

Preparation of Base-line data for the project area covering Consumer Indexing, GIS Mapping, Metering of Distribution Transformers and Feeders, and Automatic Data Logging for all Distribution Transformers and Feeders and SCADA / DMS system (only in the project area having more than 400K population and annual input energy of the order of 350 MU). This include asset mapping of the entire distribution network. It also include adoption of IT applications for meter reading, billing & collection, energy accounting & auditing, MIS, redressal of consumer grievances, establishment of IT enabled consumer service centre's etc.

RAPDRP program was rolled out in 2009 in all 3 Discoms of Rajasthan, Jaipur, Ajmer and Jodhpur. Rajasthan Discoms are engaged in distribution and supply of electricity in 31 districts of Rajasthan divided in jurisdiction of 3 - Discom as under:

Sl. No.	Name of DISCOM	Zonal Offices	O&M Circles	No. of Towns under RAPDRP
1.	Jaipur Discom	3 Nos. Jaipur, Bharatpur and Kota	Jaipur City, Jaipur District, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, Sawai Madhopur, Tonk and Karauli.	27
2.	Jodhpur Discom	3 Nos. Jodhpur, Bikaner and Barmer	Jodhpur City, Jodhpur District, Pali, Sirohi, Bikaner City, Bikaner District, Ganganagr, Hanumangarh, Churu, Barmer, Jaisalmer City, Jaisalmer District, Jalore.	31
3.	Ajmer Discom	3 Nos. Ajmer, Udaipur and Jhunjhunu	Ajmer City, Ajmer District, Nagaur, Bhilwara, Jhunjhunu, Sikar, Bansawara, Udaipur, Rajsamand, Chittorgarh, Dungarpur, Pratapgarh	29

The Ministry of Power, Govt. of India had sanctioned RAPDRP schemes against DPRs of 87 towns of Rajasthan Electricity Distribution Companies. The sanctioned scheme mainly comprises of the following:

- i. Establishment of Data Center at Jaipur city
- ii. Providing the solution for all the modules including the optional modules as under:
 - a. Meter Data Acquisition
 - b. Energy Audit
 - c. New Connection
 - d. Disconnection & Dismantling
 - e. GIS based customer indexing and asset mapping
 - f. GIS based integrated network analysis module
 - g. Centralized Customer Care Services
 - h. Management Information System (MIS)
 - i. Web Self Service
 - j. Identity and Access Management system
 - k. System Security Requirement
 - l. Development of Commercial Database of Consumers
 - m. Metering
 - n. Billing
 - o. Collections
 - p. Asset Management
 - q. Maintenance Management

- iii. Establishment of Disaster Recovery Center at Jodhpur
- iv. GPS based GIS survey in the identified towns under RAPDRP
- v. Establishment of LAN, MPLS VPN and other Networking in the identified towns

In Rajasthan, the RAPDRP Project awarded to ITIA, M/s HCL Info systems Ltd., G 21 Sector 11, Noida - 201301 vide work order No. JPD/SE (IT & CRP) /IT/F- TN 33 /D.727 Dated 30-09-2009 for 27 RAPDRP towns and similar orders from JdVVNL and AVVNL for 31 and 29 towns respectively.

About R-APDRP - SCADA/DMS

Under R-APDRP program, SCADA/DMS system was intended to cover urban areas /towns/ cities having population of more than 4,00,000 and 350MUs annual input energy.

As per the R-APDRP Guidelines issued by GoI in Rajasthan 5 towns under three Discoms met the above qualification criteria and SCADA/DMS scheme intended to be implemented in these towns. The eligible towns include Jaipur and Kota under JVVNL, Ajmer under AVVNL and Jodhpur and Bikaner under JdVVNL.

Major functions/scope envisaged under the implementation are as follows:

- a) Establishment of SCADA/DMS Control Centre in each town
- b) Integration/Amalgamation/Upgrade of existing SCADA at Jaipur City
- c) Integration with IT system being implemented under R-APDRP Part-A
- d) Data Recovery Centre located at Jodhpur for SCADA/DMS of all the 5 towns.
- e) RTUs at all primary S/S & FRTUs at RMUs, / Auto Re-closures/Sectionalizes on HV Distribution network etc.
- f) SCADA/DMS system to supervise primary S/S & HV Distribution network and SCADA Information Storage & Retrieval (ISR) Functions
- g) Distribution Management Systems with following main functions:
 - o Network Connectivity Analysis (NCA)
 - o State Estimation (SE)
 - o Load Flow Application (LFA)
 - o Voltage VAR control (VVC)
 - o Load Shed Application (LSA)
 - o Fault Management and System Restoration (FMSR)
 - o Loss Minimization via Feeder Reconfiguration (LMFR)
 - o Load Balancing via Feeder Reconfiguration (LBFR)
 - o Operation Monitor (OM)
 - o Distribution Load forecasting (DLF)
- h) SCADA/DMS/ Dispatcher training simulator (DTS).

The geographical area, energy consumption and assets of the DISCOMs covered in the project area are as given under Table-1.

DISCOM	Project	Area	Population	Total Energy	Project Coverage Area
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	Name	(In millions)	(In MUs)	(In Sq. km)
JVVNL	Jaipur	2.35	2798	975
	Kota	0.7	1020	282
JdVNNL	Jodhpur	0.8	946	281
	Bikaner	0.55	519	170
AVVNL	Ajmer	0.49	422	210

In Rajasthan, the RAPDRP Project - A, SCADA/DMS implementation was awarded to SIA, M/s Dongfang Electornics Co. Ltd., No.2, Jichang Road Yantai City, Shandong Province, PR China 26400, Address In India , Plot No. 150, 2nd Floor Udyog Vihar, Phase -I, Gurugaon - 122001 vide work order No: JPD/SE (IT) /F TN 37 /D. TN-37 Dated 31-08-2012 for 5 towns in Rajasthan Discom JVVNL, AVVNL and JdVNNL respectively.

As per the condition of scheme, the system build shall be verified by a TPIEA (Third Party Independent Agency), for Rajasthan NTPC has been appointed as TPIEA.

The TPIEA desired that before commencement of evaluation by them the Rajasthan Discom through its own or through outsourcing to evaluate the IT system build under the RAPDRP project. The evaluation shall mainly consist of quantification of various hardware, software along with licensing policy and ascertain the usability of system after verification of various deliverable mentioned in RFP (along with its amendments) and SRS.

SECTION - II QUALIFICATION REQUIREMENTS (QR)

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.

A single bidder (Consortium/Joint venture is not allowed), which meets all the qualification requirements as mentioned below shall be qualified for bidding:

Sr.	Qualification requirement	Supporting Documents Required
1	<p>The bidder shall be a registered firm / company in India under the Indian Companies Act-2013 with latest amendments</p> <p style="text-align: center;">OR</p> <p>Registered with MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.</p>	<p>Copy of Self-Attested Incorporation Certificate, MOA & AOA in case of Company</p> <p style="text-align: center;">OR</p> <p>Registration Certificate with MSME Deptt.</p>
2	<p>The Minimum Average Annual Turnover for last three financial years (i.e. 2014-15, 2015-16, and 2016-17) of the bidder shall be Rs. 25 lakhs.</p> <p>Note: - There shall be relaxation as per rules in Minimum Average Annual Turnover for MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.</p>	<ul style="list-style-type: none"> • Copy of the audited statement of accounts (P&L Account & Balance Sheet) duly certified by the Chartered Accountant along with certificate stating the Turnover, Profit, Net Worth shall be submitted as a proof. • Adequate proofs as mentioned above duly certified by Chartered Accountant to be provided.
3	<p>The Bidder must be a profit earning concern consistently for last three financial years (i.e. 2014-15, 2015-16, and 2016-17).</p> <p>Note: - There shall be relaxation as per rules in this QR of profit earning for MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.</p>	<ul style="list-style-type: none"> • Copy of the audited statement of accounts (P&L Account & Balance Sheet) duly certified by the Chartered Accountant along with certificate stating the Turnover, Profit, Net Worth shall be submitted as a proof. <p>Adequate proofs as mentioned above duly certified by Chartered Accountant to be provided.</p>
4	<p>The Bidder shall have positive net Worth as on 31st March, 2017.</p>	<p>Adequate proofs duly certified by Chartered Accountant to be provided.</p> <p>Note: Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.</p>

5	The bidder must have a minimum of 10 Technology / IT / Consulting full time resources.	Self-declaration on Non-Judicial stamp-paper along with the List of Resources.
6	The Agency relationship with Project Stakeholders - Bidder directly or through its partners/affiliates should not be associated in any capacity with the Rajasthan DISCOMs the implementing agency of Rajasthan DISCOMs for RAPDRP Project and its affiliates/consortium partners.	Self-declaration
7	The bidder shall have at least CMM/CMMI level 3 or above certification. OR (I) ISO 27001:2013 (for IT solutions and Services) (II) ISO 9001:2015 (for IT solutions and Services) (III) ISO 20000-1:2013 (for IT service Management) (IV) ISO 41001:2018 (for IT Facility Management)	Certificate issued by SEI/CMMI Institute or relevant institute OR Relevant ISO certificates
Experience		
1	The Bidder must have provided at least one consultancy services project (Strategy, Advisory, Efficiency Improvements, Implementation, Program Management) in PSU/ Govt. Organization/ Power Utilities in India during last five financial years. OR Company registered with MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006,must have in receipt of at least one IT service related project In power utilities in India during last five financial years	Work order in hand
2	Should have executed in last five financial years an IT project comprising hardware & software's applications for utility / IT Consultancy project. The contract value of such project should not be less than 5 crores. OR Company registered with MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006, should have executed in last five financial years	Work order in hand

	an IT project comprising hardware & software's applications for utility / IT Consultancy project. The contract value of such project should not be less than one crores.	
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NOTE: In case of non-furnishing of requisite document along with the bid, the bid will be considered as non-responsive and bid may be summarily rejected.

SECTION - III INSTRUCTION TO BIDDER

1. GENERAL INSTRUCTIONS

- 1.1. Tendering authority will receive bids in respect of services as set forth in the accompanying tender document.
- 1.2. All bids shall be prepared and submitted in accordance with terms and conditions of this Tender Document.
- 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.
- 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.
- 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.
- 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.

2. FIELD CONDITIONS

- 2.1. The geographical conditions of the Discoms is not same and have different terrain.
- 2.2. The bidder may in its own interest, before submitting the bid, inspect and examine the area involved and satisfy it regarding the existing system.
- 2.3. For ascertaining the existing system, condition's etc., the agency may contact the Tendering Authority.
- 2.4. 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. 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.

4. PREPARATION OF BIDDING DOCUMENT

4.1. EARNEST MONEY DEPOSIT (EMD):

- 4.1.1. The Bidder shall furnish EMD as per the prescribed in NIT section.
- 4.1.2. The Bidder shall **deposit/submit** the EMD in prescribed format to the Accounts Officer (IT & RE), JVVNL, Jaipur within the stipulated date & time, and obtain a receipt.
- 4.1.3. Bid uploaded but not accompanied by a copy of the receipt for depositing EMD shall be rejected and the Bid will not be opened.
- 4.1.4. In case of bidders who are declared as non-responsive, EMD will be refunded on production of the original receipt within 15 working days after opening of financial bid.
- 4.1.5. Adjustments/proposals for acceptance of EMD, 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 EMD under this tender with the previous dues of bidder if any.
- 4.1.6. No interest shall be payable on EMD.
- 4.1.7. Jaipur Discom reserves the right to forfeit EMD, if successful bidder either has not accepted the work order or not completed the contractual requirement within the specified period.

4.2. TENDER DOCUMENT FEE & TENDER PROCESSING FEE

The bidders are permitted to download the bid document from websites <https://www.eproc.rajasthan.gov.in>, www.energy.rajasthan.gov.in/jvvn1 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).

5. CLARIFICATIONS AND AMENDMENTS & DEVIATION FROM TENDER DOCUMENT

5.1. CLARIFICATIONS TO THE TENDER DOCUMENT

- 5.1.1 If the prospective bidder has any doubts as to the meaning of any portion of the Tender document, he can raise the same to the tendering authority i.e. SE(IT) JVVNL, Jaipur on any working day **upto 26.10.2018 upto 6:00 PM.**
- 5.1.2 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.
- 5.1.3 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.

5.2. CLARIFICATIONS TO THE BID

- 5.2.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Tendering Authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be in writing or e-mail of the Authorized Signatory of the Bidder.
- 5.2.2 Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the Tendering Authority shall not be considered.
- 5.2.3 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Bids

5.3. AMENDMENT OF TENDER DOCUMENT

- 5.3.1. 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.
- 5.3.2. 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.
- 5.3.3. 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.
- 5.3.4. Any change in date of submission and opening of bids would be published through Jaipur Discom's website and e-proc portal.

5.4. DEVIATION FROM BID DOCUMENTS

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

6. SUBMISSION AND OPENING OF BIDS

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.

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.

6.3 BIDS ARE TO BE SUBMITTED IN TWO PARTS

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

6.3.2 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
 - (ii) Copy of receipt of submission of Tender processing fee
 - (iii) Copy of receipt of submission of EMD.

- 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 of the proposed services and man power 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 require 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.

6.3.3 Part- B (Financial Bid): Will contain the Financial Bid for carrying out the scope of work defined for this project. The Financial Bid is submitted in excel file of BOQ. The Financial Bid will be opened only for the Bidders shortlisted on the basis of Technical Bid. The date of opening of such Financial Bids will be intimated on the e-proc website.

6.4 SUBMISSION OF PROPOSALS

6.4.1 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.

6.4.2 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.

6.5 FILLING OF BIDS

- 6.5.1** Bids shall be uploaded 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.
- 6.5.2** No alteration should be made to the format and schedules of the tender document. The Bidder must comply entirely with the Tender document.
- 6.5.3** Tender should be filled in only with ink or typed and must be submitted online after signing digitally.
- 6.5.4** 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.
- 6.5.5** 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.
- 6.5.6** The Tendering Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- 6.5.7** All bids and accompanying documents shall be addressed to Jaipur Discom.

6.6 ALTERNATIVE BIDS

Alternative bids shall not be considered at all.

6.7 BID PRICES

- 6.7.1** All the prices should be quoted only in Indian Rupees (INR) Currency.
- 6.7.2** The prices quoted in BOQ.xls should be inclusive of service tax / GST 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..
- 6.7.3** The bidder will furnish the break-up of the quoted price in Financial Bid according to the Financial Bid Format, 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.

7. PERIOD OF VALIDITY OF BIDS

- 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.
- 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 EMD suitably.

8. SIGNATURE OF BIDDER

- 8.1 The bid must contain the name, address and place of business of the Bidder and must be 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.
- 8.2 Bid by a partnership firm must be furnished with full names of all partners.
- 8.3 Bids by corporation/ company must be signed by the Authorized representative of the Bidder with the legal name of the corporation/ company.
- 8.4 Satisfactory evidence of authority (Power of Attorney) of the person signing on behalf of the Bidder shall be furnished with the bid.
- 8.5 The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 8.6 Bids not conforming to the above requirements of signing shall be disqualified.

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.

10. RECEIPT OF BIDS

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

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.

12. BID OPENING

- (i) 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.
- (ii) 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.

13. EVALUATION AND COMPARISON OF BIDS

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

13.1 1st 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 along with all the documents submitted.

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

13.2nd Stage: Financial Bid Evaluation:

The Financial Bids which are opened shall be evaluated. The Purchaser will correct arithmetical errors during evaluation of Financial Bids on the following basis:

1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the 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;
2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
3. If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (1) and (2) above.
4. If there is a discrepancy between percentage and figures related to various taxes or levies, the percentage shall prevail over figure mentioned. However, where the amount expressed in percentage is related to an arithmetic error, the amount in figures shall prevail subject to (1) and (2) above. It should also be noted that at time of payment against, the prevailing tax/levy rates will be used as on the date of approval of payment.
5. Except as provided in sub-clauses (1) to (4) herein above, Tendering Authority shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.
6. If the Bidder does not accept the correction of errors, its Bid shall be disqualified and its EMD shall be forfeited

13.3 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”.

13.4 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.

14. CONFIDENTIALITY

- 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.
- 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.
- 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.

15. NON-MATERIAL NON-CONFORMITIES

Provided that a bid is substantially responsive, the Tendering Authority 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, within a reasonable period of time, to rectify omission in the bid related to requisite documents.

16. DISQUALIFICATION

Tendering authority may at its sole discretion and at any time during the processing of bid, disqualify any bidder/ bid from the bid process on following grounds

- i. 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.
- ii. Submission of any supplementary information unless & otherwise asked for at his own instance after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bid to the Discom at least for one year.
- iii. The Bidder has been disqualified from any other Discom for any violation of code of conduct.
- iv. In case of bidder not adhering to the format of financial offer given with this document the bid / offer may be rejected / non-responsive.
- v. In case of any mis-apprehension 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 mis-apprehension before bidding. No excuse shall be considered in this regard.
- vi. Does not meet the Qualification Requirement (QR) as mentioned in the bidding document.
- vii. During validity of the bid or its extended period, if any, increases his quoted prices.
- viii. Has imposed conditions in his bid.
- ix. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- x. Has been black listed, by any utilities of India during Last 5 financial years.

- xi. Has submitted bid which is not accompanied by required documentation and EMD/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.

17. AWARD OF CONTRACT

17.1 ACCEPTANCE OF THE TENDER/BID AND NOTIFICATION OF AWARD

- 17.1.1. After the selection of the Successful Bidder by the Tendering Authority within the validity period of Bid, the Tendering Authority shall inform such Bidder in writing by issuing Letter of Intent (LOI).
- 17.1.2. 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 at the issue of LOI, the intent to perform the scope of work, it shall be rejected with forfeiture of its EMD and offer may be extended to the L2 Bidder and so on.
- 17.1.3. 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, EMD of such Bidder shall be forfeited and Tendering Authority of Discom may consider the next ranked bidder.
- 17.1.4. 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.
- 17.1.5. Submission of Performance Guarantee as required to be submitted under the Contract within 15 working days.
- 17.1.6. 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.
- 17.1.7. 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 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 EMD may be refunded.

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

18. SIGNING OF CONTRACT

- 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.
- 18.2. The draft of the Contract based on the terms & conditions, detailed in Section-II and Section-III will be forwarded to the successful bidder for execution by the Discom.
- 18.3. The Contract will be signed within three days thereafter. The person to sign the Contract must be duly authorized by the Bidding entities.

19. RESERVATION OF RIGHTS

To take care of unexpected circumstances, Tendering Authority shall reserve the rights for the following:

- i. Extend the last date & time for submission of the bids.
- ii. Amend the Tender Document at any time prior to the last date & time of submission of Bids.
- iii. To reject any bid without assigning any reasons.
- iv. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bids.
- v. Seek the advice of external consultants to assist Jaipur Discom in the evaluation or review of bids.
- vi. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its bids.
- vii. 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.

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 act as per RTPP Rule 2013 CLAUSE 68 "Lack of Competition"**

21. GENERAL

- 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.
- 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.

- 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.
- 21.4 Discom will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- 21.5 Jaipur Discom reserves the right to:
 - a. Reject or accept any bid.
 - b. Cancel the bid process and reject all applications.
 - c. 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.

SECTION - IV TERMS & CONDITIONS

The Terms and Conditions of the contract shall prevail and shall be binding on the agency and any change or variation expressed or impressed howsoever made shall be in operative unless expressly sanctioned 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:

1. DEFINITION OF TERMS:

- 1.1 In constructing these general conditions and the annexed specification, the following words shall have the meaning here in assigned to them unless there is anything in the subject of context inconsistent with such construction. "Discoms" shall mean the Jaipur/Ajmer/Jodhpur Vidyut Vitran Nigam Limited or JVVNL/AVVNL/JdVVNL, represented by Chairman/Managing Director and shall include their legal personal representative, successors and assignees.
- 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".
- 1.3 The "Agency" 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.
- 1.4 The "Chairman/Managing Director" shall mean the Chairman/Managing Director, Discom.
- 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.
- 1.6 "Works" mean and include the work or works to be done by the Agency under the contract.
- 1.7 The "Contract" shall mean and include the following:
 - i. Short Term Notice Inviting Tender
 - ii. Complete Tender document including its amendments if any.
 - iii. Bid submitted by bidder.
 - iv. EMD.
 - v. Letter of Intent and its acknowledgement.
 - vi. Security Deposit/ Performance Guarantees.
 - vii. Detailed Work order.
 - 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 favor of the authorized signatory of the Bidder.
- 1.8 The "Specification" shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.
- 1.9 The Month shall mean, English calendar month i.e. period of 30 days and week shall mean a period of 7 days.
- 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.
- 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.
- 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.
- 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.
- 1.14 "Letter of Intent" Letter issued by Discom to the successful bidder informing him that the bidder is successful bidder.
- 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.
- 1.16 "Writing" shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
- 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.
- 1.18 Works importing "PERSON" shall include firms, Companies, Corporations and other bodies whether incorporated or not.
- 1.19 Words importing the singular only shall also include the plural and vice version where the context requires.
- 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).
- 1.21 The "Closure" refers TPIEA Closure (not the submission of TPIEA-IT report) not the PFC Project closure.

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.
3. **CONTRACT VALUE:** Contract Value shall be termed as total order value as quoted / accepted by the Successful Bidder in the Financial Bid.
4. **CONTRACT PERIOD:** The contract period shall be up to 31.01.2019 from the date of award of contract, which can be further extended till the satisfactorily completion of verification by the TPIEA or till completion of scope of work as per requirement of the TPIEA/PFC/Rajasthan Discoms at no additional cost/remuneration to Rajasthan Discoms. However the Three Discoms Purchase Committee may extend the contract period at its sole discretion looking to the circumstances.
5. **IMPLEMENTATION PERIOD:** The implementation schedule shall be as per "Detailed Scope of Work" section of this document.
6. **TERMINATION OF CONTRACT:** If the services of the vendor are not as per the awarded work till 31.01.2019 after commencement of work then Discoms will have liberty to terminate the project.
7. **FALL BACK ARRANGEMENT:** 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 **interalia** 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.

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.

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.

8. **DEBARMENT**

- a. A bidder shall be debarred by the Purchaser if the bidder has been convicted of an offence
 - i. Under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - ii. Under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

- b. A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c. A bidder debarred shall be debarred by the purchaser if the bidder fails to fulfil its obligations, duties and responsibilities as per the terms & conditions of the Contract. The bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- d. If the purchaser finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" in RTPP Act -2012, it may debar the bidder for a period not exceeding three years.
- e. Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the purchaser for a period not exceeding three years.
- f. The purchaser shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

9. HANDING OVER ON TERMINATION/ PROJECT COMPLETION:

- a. The contract agreement shall require the agency to cooperate in handing back the records, reports and documents, facilities, all utility specific data including archives or any other material/equipment and its access provided by Discom after termination of agreement.
- b. Upon termination of the Contract, the Agency's authority to act in the area shall immediately cease. In order to smoothen the handing over process and not hampering the work, Discom shall arrange to award the Contract to other firm or may execute the work departmentally at-least 1 months before expiry of this Contract, the Agency/Discom staff may require to work along with the new agency/Discom staff for remaining period of Contract to enable the new agency/Discom staff to understand the process.

10. PERFORMANCE BANK GUARANTEE:

- 10.1. A Performance Bank Guarantee equivalent to 5% (Five percent) of Contract value / Performance Bank Guarantee for MSME situated in Rajasthan classified under Section 7(1) of MSME Development Act 2006 shall be 1% of 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 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.

- 10.2. The Bank guarantee in the prescribed format must be from the branch of any Nationalized/Scheduled Bank located in Rajasthan. 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.

11. 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 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.

As reference, the agency should check SRS and RFP, its amendments, PO placed upon ITIA under TN-33 for RAPDRP implementation in Rajasthan, To Be document, FDS etc.

12. CONTRACT DOCUMENTS

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.

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.

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.

The contract documents shall mean and include the following:

- i. Contract agreement.

- ii. Short Term Notice Inviting Tender
- iii. Complete Tender document including its amendments if any.
- iv. Bid submitted by bidder.
- v. EMD.
- 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.

13. CHANGE OF AREA/QUANTITY

The owner reserves the right to increase/decrease the any item/service from the scope as specified in the accompanying technical specifications, at the time of award of contract or during the execution of the contract. In case any item is deleted from the scope of work, the value of contract will be reduced accordingly.

14. GIFTS AND COMMISSIONS ETC.

Any gift, commission, or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the 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.

15. SAFETY OF SYSTEM: The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of 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 in good working order on completion of the contract or time to time basis as per scope of works as and when required by the Discom. Agency shall compensate to Discom any loss suffered by Discom due to default of the agency in this respect.

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

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.

18. LIABILITY FOR ACCIDENTS AND DAMAGES:

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.

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.

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 cover such indemnity.

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.

19. MAINTENANCE OF FACILITIES AND PERSONNEL: The Agency shall maintain all requisite facilities at Rajasthan Discoms of its own as required to carry out the work as per the Tender document.

19.1. **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.

19.2. Space, Electricity, Water and other facilities at all concerned offices of DISCOMs shall be provided by Discoms without any cost chargeable to Agency.

19.3. All costs including out-of-Pocket expenses, traveling, stay, miscellaneous expenses including (phone, internet, stationery, printing, courier etc.) should be included within the project cost and no other additional cost will be accepted.

The cost of Laptop, data card and mobile phone specifically shall be included in the bid price.

19.4. **PERSONNEL:**

19.4.1. 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.

19.4.2. Manager or an alternate shall be available for communication during 9.30 am to 7 pm.

19.4.3. Agency shall not change the Manager/nodal officer, provide that he has not left the service.

19.4.4. Agency shall immediately inform the respective office about any change of personnel/contact numbers through Email and post.

19.4.5. 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.

20. **AGENCY'S RIGHTS:** 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.

21. **CONTRACT AGREEMENT:**

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.

21.2. The Contract can however be otherwise terminated by either party by giving three days 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.

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.

22. NON-DISCLOSURE AGREEMENT

The Firm shall not, either during the term or afterwards, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client. The Agency shall enter into Non-Disclosure Agreement with Rajasthan Discoms.

23. PAYMENT TERMS & PENALTIES

• **INVOICING**

The agency has to submit an invoice to the designated officer of the Respective Discom to be intimated in work order in triplicate for the entire area of the scope on rates indicated in the Work Award. The invoice has to be raised for the activity/milestones achieved during the previous month.

The agency has to submit approval letter/ verification/reports of respective scope of work etc. along with the invoices and bank account details including name of bank, Branch address, IFSC Code & account no.

• **TERMS OF PAYMENT :**

Amount equal to 1/3 of the work order value shall be released on approval of Discom wise final report from respective Discom.

• **PENALTIES**

If the Supplier fails to perform any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part there of delay until actual performance, subject to a maximum of 10% of value of such services.

• **DELIVERABLE TIMELINES**

Sl. No.	Deliverables	Time Line
1.	RAPDRP AS-IS Status Report (IT and SCADA)	All works to be completed up to 31.01.2019.
2.	R-APDRP Project Closure Report including Signoff and acceptance of Software Solution, Integrated System Working, DC - DR, CCC etc. and all required documents to conduct TPIEA Audit (IT and SCADA)	
3.	TPIEA Audit including during audit and post audit progress report (IT and SCADA)	

24. 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.

25. **JURISDICTION FOR LEGAL PROCEEDINGS:** The contract shall be governed by the laws of India for the time being in force and be subject to the court of competent jurisdiction at 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.

26. **SETTLEMENT OF DISPUTES:** In any time any question, dispute or difference whatsoever which may arise between 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 has constituted settlement committee to settle the disputed cases. For the disputed amount up to Rs. 3.00 Lac the case may be referred to the CE level settlement committee and if the disputed amount is more than Rs. 3.00 Lac the case shall be referred to the corporate level settlement committee. The non-refundable fees for referring the case to the settlement committee are as given below or prescribed time to time:

- Reference fee for CE level settlement committee - Rs. 500/-
- 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.

27. **CONDUCT OF AGENCY'S 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.

28. **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.

29. **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 3 days from the date of occurrence thereof the provision of penalty Clause of this specification shall not be invoked by Jaipur 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 Jaipur 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 right to procure the material equipment on order or part thereof from any other source at the risk and cost of the supplier.

30. **COMPLETENESS OF CONTRACT:** The contract shall be considered completed 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), JVVNL.

31. **GST:** The Bidder shall furnish details of applicable GST as on date of bidding which shall be paid.

32. **SUSPENSIONS OF WORKS:** The Discom shall not be liable to pay the Agency any compensation whatsoever arising from suspension of specified work or for idle labour.

33. **DEATH BANKRUPTCY ETC.:**

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 by 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.

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.

34. **GUARANTEE:**

During the entire period of contract the Agency shall be responsible for satisfactory performance of the system / resources and required up-gradation / replacement of services shall be done by the Agency.

35. **RULES & REGULATIONS:** The job shall be carried out as per the rules, regulations and other details for the system 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 the same into the System 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.

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.

37. **NON-ASSIGNMENT:** - The Agency shall not assign or transfer the contract or any part thereof to any other agency/ personnel during the contract period.

38. **EFFECTING 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.

39. **CLIMATIC CONDITIONS:** The system are for use in various geographical area of 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.

40. **Appeal:** If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued there under, he may file 1st & 2nd appeal under section 38 of RTPP Act-2012 to the following appeal authorities:-

Sr.	Type of Appeal	Name & Designation of appellate authority
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1	First appeal	Chairman & Managing Director, Rajasthan Vidyut Utpadan Nigam Ltd, Vidyut Bhawan, Jaipur.
2	Second appeal	Energy Department, Government of Rajasthan

The form of appeal shall be as per Rule 83 of RTPP Rules, 2013 and memorandum of appeal shall be filled as per form-1 as prescribed under RTPP Rules, 2013.

Fee for appeal:- Subject to rule 84 of the RTPP Rule 2013 the fee shall be as under:-

a. For First Appeal:- Rs. 2,500/- (Rupees Two Thousand Five Hundred Only)

b. For Second Appeal:- Rs. 10,000/- (Rupees Ten Thousand Only)

It is further intimated that the fee shall be paid in the form of Demand Draft of Bankers Cheque of a Scheduled Bank payable in the name of AO(IT&RE), JVVNL, Jaipur.

Note:- In case anything contained in the Tender Document differs from the RTPP ACT/ RULES then interpretation & provision contained in the RTPP ACT/RULES shall be final and the bidder shall be abide there upon.

SECTION - V DETAILED SCOPE OF WORK

Background:

1. Ministry of Power, Government of India, has launched the Restructured Accelerated Power Development and Reforms Programme (R-APDRP) in July 2008. The Ministry of Power, Govt. of India had sanctioned RAPDRP schemes against DPRs of 87 towns of Rajasthan Electricity Distribution Companies.
2. The scope of work & other features etc. to be incorporated in IT system under RAPDRP are mentioned in detail in following documents:
 - i. System Requirement Specification (SRS) of RAPDRP under 11th Plan
 - ii. Request for Proposal by JVVNL for selection of IT Implementation agency.
 - iii. Amendment issued by JVVNL vide dated 16.07.2009 for
 - a. SoA architecture
 - b. Work flow platform
 - c. Integration diagram modified
 - d. Elaboration of sub-station DCU specifications
 - e. GIS survey requirements
 - f. Train the Trainer Programs/ End User training
 - g. Licensing policy for applications
 - h. Scalability considerations
 - i. Modifications in SRS related to MDAS, GIS and Network Equipment's.
 - j. Certifications
 - k. Storage and backup
 - l. Antivirus protection and gateway
 - m. DC-DR bandwidth and connections
 - iv. Amendment/ Addendum issued by JVVNL vide dated 28.07.2009 for
 - a. Addendum for specification of database and application servers, desktop.
 - b. Addendum for deletion of G3 architecture about storage.
 - c. Addendum about Internet connectivity
 - v. Work Order No. JPD/SE (IT & CRP) /IT/F- TN 33 /D.727 Dated 30-09-2009 for 27 RAPDRP towns and similar orders from JdVVNL Work Order no. JdVVNL/SE(M&P)-PC/IT/TN-33/ D.1485 dt. 30.09.2009 for 31 towns and AVVNL Work Order No. AVVNL/SE-IT/ TN-33/D.135 dt.30.09.2009 for 29 towns.
 - vi. SCADA/DMS Request for Proposal (RFP)

- vii. SCADA Amendments issued by JVVNL
 - viii. SCADA Work Order No. JPD/SE (IT) /F- TN 37 /D.428 Dated 31-08-2012.
3. M/s HCL Info systems Ltd was selected as ITIA (IT Implementing Agency) for RAPDRP in 2009 for 87 RAPDRP towns (JVVNL: 27, JdVVNL: 31, AVVNL: 29) and similarly, the SCADA/DMS implementation was awarded to SIA in 2012, M/s Dongfang Electronics Co. Ltd for preparation of Base-line data for the project area covering Consumer Indexing, GIS Mapping, Metering of Distribution Transformers and Feeders, and Automatic Data Logging for all Distribution Transformers and Feeders and SCADA / DMS system.
 4. As per the JVVNL work order vide letter no: JPD/SE (IT & CRP) /IT/F- TN 33 /D.727 Dated 30-09-2009, JdVVNL Work Order no. JdVVNL/SE(M&P)-PC/IT/TN-33/ D.1485 dt. 30.09.2009 and AVVNL Work Order No. AVVNL/SE-IT/ TN-33/D.135 dt.30.09.2009 placed upon M/s HCLI, following activities were to be completed by firm:
 - i. The scope of work covers setting up of IT infrastructure for collection of baseline energy and revenue data of the identified towns and setting up of customer care center therein. The scope covers setting up of IT infrastructure at data center & DR Center, call centers and other offices of utility, which would form the platform for subsequent automation. This activity shall comprise fulfilment of the following tasks:
 - a. Establishment of data center at identified location.
 - b. Establishment of customer care centers at identified location.
 - c. Setting up of the Local Area Network (LAN) and Wide Area Network (WAN)
 - d. Procurement & Installation of PCs, Servers, and associated hardware.
 - e. Creation of necessary IT infrastructure including LAN for identified Subdivision, division, Circle, Headquarter offices, Data centers, and Customer care centers
 - f. Integration of the entire IT infrastructure under the scope of this document as well as legacy systems, if any.
 - ii. **Hardware:** Supply, installation, commissioning and maintenance of all necessary hardware and networking equipments and its connectivity as specified in the detailed specification.
 - iii. **Networking:** The scope of work covers supply, installation, commissioning and maintenance of LAN at datacenter, Customer care centers, Sub division, division, Circle, Head Quarter and any other office of the utility as per their requirement along with creation of VPN/ MPLS based WAN solution. The Supplier shall also provide the necessary drawings and plan for installation, sizing, cabling and connectivity and the bill of material for the networking of all the locations specified herein.

- iv. **GIS System Software and maps** - Supply, installation, commissioning and maintenance of GIS software and latest satellites imagery maps for GIS based customer indexing and asset mapping in the specified town. You will provide the maps along with the certificate and rights in favour of owner from the source that these are the latest as on date of purchase which should be later to award date. The Supplier should specify clearly the licensed software he proposes to use for the package.
- v. **DGPS Survey and Indexing work** - Carrying out the necessary DGPS survey and creation of GIS based customer indexing and asset database as specified in detailed specification.
- vi. **Meter data acquisition system** - Supply of necessary hardware, software and communication equipment in the Substations, DTs and select consumers in the towns for the purpose of centralized meter data logging.
- vii. **Software** - Supply, installation and commissioning of Operating Systems at Server /Desktops, Database and application software along with source code (only for customized software solutions) and functionalities covering application modules like Energy Audit, Data Acquisition, New Connection, Disconnection, Vigilance and Dismantling, MIS, GIS network management module with electrical network diagram of system further as detailed in the bid proposal sheet.
- viii. **Web portal** - The scope includes the Development of Web portal of Jaipur Discom for real time customer services.
- ix. Supply, installation and commissioning of automatic token dispenser machine and intelligent display management system at customer care centers.
- x. Supply, installation and commissioning of Touch Panel based KIOSK for furnishing information on billing, payment, duplicate bills etc at customer care centers.
- xi. Supply, installation and commissioning of cash/cheque collection Kiosk for automatically accepting cash and cheque payments from customers, to be installed at utility offices, customer care centers and any other location as per the requirement.
- xii. Supply and installation of Point of Sale (PoS) terminals along with suitable cheque reader and bar code reader and application software to be deployed at payment collection centers.
- xiii. Facility management services for IT infrastructure created for a period of 5 years and Annual Maintenance Contract of 2 years after expiry of warranty period of 3 years by the consortium partner/ equipment supplier.
- xiv. The proposed solution must efficiently enable all required interfaces and integration, including integration with the existing software as detailed in existing IT infrastructure.
- xv. The proposed solution must also consider the following overarching functional requirements, Analytical tools and capabilities:

- a. Workflow Management
 - b. Document Management.
 - c. Data Warehousing.
 - d. Business Intelligence.
 - e. Integration Middleware
- xvi. ITIA work order comprises development of 17 integrated modules as under
- a. Meter Data Acquisition
 - b. Energy Audit
 - c. New Connection
 - d. Disconnection & Dismantling
 - e. GIS based customer Indexing and asset mapping
 - f. GIS based integrated network analysis module
 - g. Centralized Customer Care Services
 - h. Management Information System (MIS)
 - i. Web Self Service
 - j. Identity and Access Management system
 - k. System Security Requirement
 - l. Development of Commercial Database of Consumers
 - m. Metering
 - n. Billing
 - o. Collections
 - p. Asset Management
 - q. Maintenance Management

5. **SCADA/DMS system:** As per the work order vide letter no: JPD/SE (IT) /F- TN 37 /D.428 Dated 31-08-2012 placed upon M/s Dongfang Electronics Co. Ltd, following activities were to be completed by firm :

- i. Establishment of SCADA/DMS Control Centre in each town.
- ii. Integration/ Amalgamation/ Upgrade of existing SCADA at Jaipur City
- iii. Integration with IT system being implemented under R-APDRP Part-A
- iv. Data Recovery Centre located at Jodhpur for SCADA/DMS of all the 5 towns.
- v. RTUs at all primary S/S & FRTUs at RMUs, / Auto Re-closures/Sectionalizes on HV Distribution network etc.
- vi. SCADA/DMS system to supervise primary S/S & HV Distribution network and SCADA Information Storage & Retrieval (ISR) Functions
- vii. Distribution Management Systems with following main functions:
 - Network Connectivity Analysis (NCA)
 - State Estimation (SE)
 - Load Flow Application (LFA)

- Voltage VAR control (VVC)
 - Load Shed Application (LSA)
 - Fault Management and System Restoration (FMSR)
 - Loss Minimization via Feeder Reconfiguration (LMFR)
 - Load Balancing via Feeder Reconfiguration (LBFR)
 - Operation Monitor (OM)
 - Distribution Load forecasting (DLF)
 - SCADA/DMS/ Dispatcher training simulator (DTS).
6. As per the terms and condition of RAPDRP scheme, verification of RAPDRP Project Part-A including IT & SCADA/ DMS system and further for the closure of RAPDRP project, JVVNL invites proposals on behalf of all Rajasthan Discoms (JVVNL, JdVVNL& AVVNL) from eligible firms/agencies who have experience in consulting, implementation and testing of hardware and software systems to provide assistance for TPIEA-IT verification and facilitate to resolve the technical & operational issues with ITIA.
7. The scope of the agency to be appointed through bid is mainly comprises of the following
- I. The assessment of the work executed/ delivered by M/s HCL vis-à-vis the following documents:
- i. System Requirement Specification (SRS) of RAPDRP under 11th Plan
 - ii. Request for Proposal by JVVNL for selection of IT Implementation agency.
 - iii. Amendment issued by JVVNL vide dated 16.07.2009 for
 - a. Service Oriented Architecture
 - b. Work flow platform
 - c. Integration diagram modified
 - d. Elaboration of sub-station DCU specifications
 - e. GIS survey requirements
 - f. Train the Trainer Programs/ End User training
 - g. Licensing policy for applications
 - h. Scalability considerations
 - i. Modifications in SRS related to MDAS, GIS and Network Equipment's.
 - j. Certifications
 - k. Storage and backup
 - l. Antivirus protection and gateway
 - m. DC-DR bandwidth and connections
 - iv. Amendment/ Addendum issued by JVVNL vide dated 28.07.2009 for
 - a. Addendum for specification of database and application servers, desktop.
 - b. Addendum for deletion of G3 architecture about storage.
 - c. Addendum about Internet connectivity

- v. Work Order No. JPD/SE (IT & CRP) /IT/F- TN 33 /D.727 Dated 30-09-2009 for 27 RAPDRP towns and similar orders from JdVVNL Work Order no. JdVVNL/SE(M&P)-PC/IT/TN-33/ D.1485 dt. 30.09.2009 for 31 towns and AVVNL Work Order No. AVVNL/SE-IT/ TN-33/D.135 dt.30.09.2009 for 29 towns.
 - vi. SCADA/DMS Request for Proposal (RFP)
 - vii. SCADA Amendments issued by JVVNL.
 - viii. SCADA Work Order No. JPD/SE (IT) /F- TN 37 /D.428 Dated 31-08-2012.
- II. To prepare a detailed study report on the basis assessment of RAPDRP system and SCADA/DMS system including sign-off and acceptance of Software solution
- III. Assistance in TPIEA audit and post audit progress report (IT and SCADA).
8. The verification of RAPDRP Part-A project consists two parts:
- i. RAPDRP Part- A (IT)
 - ii. RAPDRP Part-A (SCADA/DMS)
9. The agency shall perform activities inline to RAPDRP project guideline and documents including SRS, sanctioned DPRs, RFP floated by Utility for appointment of ITIA, detailed letter of award along with subsequent amendments issued to ITIA, RAPDRP guidelines issued by PFC/MOP from time to time including any post award changes during implementation of the scheme with due approval of the utility.
10. The project will consist of support to all Rajasthan Discoms (JVVNL, JdVVNL & AVVNL) for As-Is status verification of RAPDRP project, assistance in project documentation by ITIA- if any, technical verification of RAPDRP modules/ IT Infra, user acceptance testing of solution, assistance in acceptance & sign-off RAPDRP project and support in resolution of any existing technical and operational issues.

SCOPE OF WORK

11. ACTIVITIES TO BE PERFORMED BY AGENCY

11.1. AS-IS STUDY

- 11.1.1. RAPDRP Part-A IT System: Agency shall verify the hardware, network, Operating System and customization of application software commissioned in Data Center (Jaipur), Disaster Recovery Center (Jodhpur) and Customer Care Center (Jaipur, Ajmer & Jodhpur).
- 11.1.2. Agency shall verify the hardware deployed, infrastructure design in RAPDRP towns –subdivisions and other offices of JVVNL, JdVVNL and AVVNL on sample basis (Sampling will be decided by Discoms).
- 11.1.3. Agency shall verify the Network equipment's and Network bandwidth connectivity at JVVNL, JdVVNL and AVVNL.

- 11.1.4. Agency shall verify the warranty and AMC of IT hardware installed at DC, DR, CCC, sub-division and other offices along with the ATS (Annual Technical Support) for Software's deployed under RAPDRP project.
- 11.1.5. Agency shall verify the provisions of free patches/hotfixes/updates/upgrades/notes, etc for Operations Systems, Databases, or any security upgrade of the products.
- 11.1.6. Agency shall verify the availability of all Licenses as per LOA/PO/BOM for verification. The agency shall also verify the software licenses of GIS application, MDAS application, Directory software, Maintenance Management Software, Backup software, Messaging solutions, work flow, document management, BI and Data warehousing.
- 11.1.7. Agency shall verify the status of software applications installed in Data Center/Disaster Recovery Center including Document management, Data warehousing & Business Intelligence, Integration Middleware etc as per SRS, RFP, PO, its amendments & guidelines issued by Discom/PFC time to time. Agency will also check the As-Is status of the following:
- i. System functionalities compliance.
 - ii. SRS functionality compliance.
 - iii. Application customization
 - iv. SoA architecture etc.
- 11.1.8. The agency shall verify the functionalities of below 17 integrated modules as per the requirement mentioned in the SRS and LOA given to ITIA.
- 11.1.9. The agency shall check DGPS survey and verify the asset mapping and consumer indexing completed in the town and quantity of the GIS data migrated into GIS Application on sample basis. The agency shall also require to verify the GIS data of 33 KV and 11 KV network & consumer data.
- 11.1.10. The agency shall require to verify the below prolonged issues related to Software modules, IT infrastructure, network, connectivity and GIS essential for project closure:
- i. GIS application to be fully functional at the field level.
 - ii. Availability of customized reporting tool.
 - iii. Availability of Network analysis module.
 - iv. Export facility under Consumer Analysis Tool.
 - v. Availability of Business intelligence tool.
 - vi. AMR and DT wise / feeder wise energy audit and MDAS as per SRS.
 - vii. Availability of VR checking system for HT connections.
 - viii. Availability of Multiple selection facility in drop down boxes.
 - ix. Hardware reported as per work flow requirement.
 - x. Verification of Connectivity at almost all the visited locations.
 - xi. Verification of SOA base architecture - all the services deployment time line.

11.1.11. SCADA/DMS System: The agency shall carry out the As-Is verification of RAPDRP SCADA/DMS system including capturing existing status of supplied IT Infrastructure, software applications, network equipment's, RTUs and FRTUs etc. at JVVNL, AVVNL, JdVVNL.

The verification of SCADA/DMS system shall include the following:-

- i. Main control center for SCADA/DMS
- ii. DR Centre for SCADA/DMS
- iii. Field tasks including RTUs at all Primary Sub-Stations (GSS) & FRTUs at RMUs
- iv. MFTs at Feeder, RMUs etc.

11.2. Agency shall collate and verify the documents required before TPIEA verification

S N	List of document to be collated/verified by agency before TPIEA Verification	Remarks
1	LoA/Purchase order placed by the Utility to ITIA	Available with Discom
2	LOA containing complete details of hardware, software, CCC, SCADA, GIS.	Available with Discom
3	Technical Proposal of System Integrator	Available with Discom
4	BoM of Items directly procured by Utility (HT consumer, Feeder, DT and Ring fencing meters etc.)	Available with Discom
5	Post award changes/deviations (if any) along with approval of Utility	Available with Discom
6	"As-Is" Study Report duly approved by Utility	Available with Discom
7	LLD & HLD duly approved by Utility	Available with Discom
8	"To Be" Process design document duly approved by Utility	Available with Discom
9	Test reports of equipment's/hardware etc. procured by ITIA/Utility	Agency to assist in collation from ITIA/Discom
10	Random physical verification report by the Utility	Agency to assist in collation from ITIA/Discom
11	Installation and Commissioning Reports (along with Data Sheets of all the installed infrastructure)	Agency to assist in collation from ITIA/Discom
12	Purchase orders / Dispatch documents / Store Receipt Documents etc. for verification of BoM	Available with Discom
13	Software Licensing Agreements with OEMs	Agency to assist in collation from ITIA/Discom
14	Consumer Indexing and Asset Mapping on GIS	Agency to assist in

		collation from ITIA/ Discom
15	Network Diagram connecting Data Centre, Disaster Recovery Centre etc. in each Town	Available with Discom
16	Copy of Policy Documents (e.g. Security, Administration, Access Management Policy, ISMS Policy), if any	Agency to assist in collation from ITIA/ Discom
17	Acceptance Test Reports	Agency to assist in collation from ITIA/ Discom
18	User Acceptance Testing Documents	Agency to assist in collation from ITIA/ Discom
19	Report on any enhancements (Hardware, Network, etc.) to meet performance criteria	Agency to assist in collation from ITIA/ Discom
20	Procedural Framework for Helpdesk Software and System under FMS	Agency to assist in collation from ITIA/ Discom
21	Any other documents related to project verification as per requirement	Agency to assist in collation from ITIA/ Discom
22	Performance Reports for DR, DC and CCC duly accepted by utilities along with performance criteria with respect to LOA.	Agency to assist in collation from ITIA/ Discom
23	Performance Reports for 87 Towns duly accepted by utilities along with Performance criterion with respect to the LOA.	Agency to assist in collation from ITIA/ Discom
24	List of Assets deployed at 87 Towns under RAPDRP	Agency to assist in collation from ITIA/ Discom
25	Delivery Instruction and Installation report.	Agency to assist in collation from ITIA/ Discom
26	GIS data for all towns in Rajasthan.	Agency to assist in collation from ITIA/ Discom

27	Factory test reports of all Hardware (Energy Meters, IT equipment's, Communication equipment's etc.)	Agency to assist in collation from ITIA/ Discom
----	--	---

11.3. Testing:

11.3.1. RAPDRP-IT system: Agency shall assist to verify the test reports of entire system including

- i. Unit test reports of individual screens/ modules
- ii. Integration test reports on functionality of integrated modules
- iii. Regression test reports
- iv. Security/penetration testing reports
- v. Concurrency testing reports
- vi. Performance and Load testing reports
- vii. Verification of all functionalities of the integrated module Vis-a-vis SRS/RFP/To-BE/HLD-LLD document using test plan, test script and test data
- viii. Test Scenarios along with entry and exit criteria
- ix. Pre-production Testing
- x. Acceptance Testing
- xi. Operational Guarantees
 - a. Screen Operations Response Times
 - b. Process Operations Response Times – Non GIS Processes
 - c. Process Operations Response Times- GIS Applications
- xii. User Acceptance Testing (UAT): Agency shall assist the Discom in User Acceptance Testing (UAT) for the entire solution and shall submit the UAT report.

11.3.2. SCADA/DMS: The agency shall assist the utility in detailed verification and testing of RAPDRP SCADA/DMS modules and additional components if any, with the help of special testing tools, testing equipment and accessories required to carry out following:

- i. Factory Acceptance Test (FAT),
- ii. Site Acceptance Test (SAT),
- iii. Field test report,
- iv. Type test (as required),
- v. System availability test,
- vi. Design & performance criterion as defined in technical specification of LOA,
- vii. Go live, operational acceptance and system hand over etc.

Note: Discom/ITIA shall provide the special tools, testing equipment/ testing environment and accessories required to carry the above activities for testing of RAPDRP IT and SCADA/DMS systems.

- 11.4. **Data Center and Disaster Recovery Drill:** Agency shall help utility in carry out the DC-DR drill and sign-off for the following:
- i. DC-DR availability
 - ii. DC-DR drill activity
 - iii. Recovery Point Objective (RPO) and Recovery Time Objective (RTO) within specified time limit defined in the LOA.
 - iv. Work flow automation
 - v. Custom workflow creation and maintenance
 - vi. Automated execution capability for failover procedure etc.
- 11.5. Agency shall verify the availability of latest Feeder-wise, DT-wise and Town wise reports of AT&C loss, Technical Loss, SAIFI-SAIDI, Feeder Voltage profile, Billing reports, substation balance reports, reports with rational values of all towns during last one month.
- 11.6. **RAPDRP Solution Acceptance and Sign-off**
- 11.6.1. RAPDRP Part-A IT System: Agency shall assist Discom in providing acceptance and sign-off to ITIA of the hardware commissioned in Data Center (Jaipur), Disaster Recovery Center (Jodhpur) and Customer Care Center (Jaipur, Ajmer & Jodhpur).
- 11.6.2. Agency shall provide assistance in acceptance and sign-off RAPDRP software modules as mentioned in RAPDRP project guideline documents with segregation of completed functionalities and pending issues to be resolved including:
- i. Work flow components
 - ii. Document management
 - iii. Data warehousing
 - iv. Business Intelligence
 - v. Integration Middleware
- 11.6.3. The agency shall work hand in hand with ITIA and Rajasthan Discoms for acceptance and testing of R-APDRP Solution stack including following:
- i. System functionalities compliance.
 - ii. SRS functionality compliance.
 - iii. User acceptance testing (UAT).
 - iv. Workflow component testing.
 - v. Application customization
 - vi. SoA architecture testing etc.
- 11.6.4. SCADA/DMS acceptance: The agency shall work hand in hand with SIA and support Rajasthan Discoms for acceptance and testing of RAPDRP SCADA/DMS Solution stack including following:
- i. SCADA Software,
 - ii. ISR Software,

- iii. DMS software,
- iv. DTS software,
- v. Developmental software, Network Management Software,
- vi. RDBMS package,
- vii. WEB /Network security software,
- viii. GIS Adaptor/Engine for importing data from GIS system under IT,
- ix. SCADA/Information Storage & Retrieval (ISR) Functions,
- x. DMS Functions,
- xi. SCADA/DMS system to supervise Distribution Network,
- xii. SCADA/DMS/ Dispatcher training simulator (DTS),
- xiii. RTUs at all Primary Sub-Stations (DSS) & FRTUs at RMUs.
- xiv. Communication and Protocols for communication etc.

11.7. Assistance in TPEIA Audit

11.7.1. Agency shall work for the development of an approach, framework, plan and schedule for the successful completion of the TPEIA activity at Discoms.

11.7.2. Agency shall assist Discoms in carrying out the TPEIA verification (To Be Initiated by PFC/MOP, GoI) which include pre-audit, during audit, post audit activities and conversion of Loan into Grant.

11.7.3. Agency shall provide assistance in work for compilation and linking of activities of R-APDRP project scope of work which has been addressed and completed by the other projects / vendors at Jaipur Discom.

11.7.4. SCADA/DMS System:-The agency shall assist the Rajasthan Discoms in carrying out activity of TPEIA - SCADA/DMS verification and closure of RAPDRP project including following:

- i. Hardware Supply and Installation Report (For Control centre/DR)
- ii. Software Supply and Installation Report (For CC / DR)
- iii. F.A.T , field Test Report and system availability test
- iv. Verification and Certification of Mandatory Technical Specifications for Hardware/Software.
- v. Hardware Supply, Installation and End to end test Report for Substation and field (RTU/FRTU).
- vi. Formulation of List of RTUs and FRTUs
- vii. Report on System Documentation etc.

11.8. Agency shall verify the RAPDRP systems are working in integrated manner with all application modules under the scope of ITIA along with legacy applications, if any.

11.9. **Integrated system working report:**The agency shall verify the RAPDRP-IT system & SCADA/ DMS systems are working in integrated manner with all application modules under the scope of ITIA along with legacy applications, if any. The agency shall also verify the SCADA/ DMS real time control and monitoring of power distribution system and the data exchange and integration with RAPDRP IT system.

The agency shall also verify the fully functional SCADA Control Center as per the RAPDRP- Part A LOA.

11.10. **Reports and Documentation:** The agency shall collate and verify reports and documents as required under the RAPDRP IT & SCADA/DMS project.

11.11. **Quality Assurance:** The agency shall verify the Quality Assurance certificates which shall confirm the following standards:

- i. IS/ISO/IEC 27001 - ISMS
- ii. IT Security , IT services (10 Standards) - All harmonized with ISO/IEC
- iii. LITD 16 - Standards on Computer Hardware
- iv. IS 13252:2003/IEC 60950

Verification and validation of required certificates - The agency shall support the utility in verification of Hardware and Software Certification which includes the following:

- i. TPC-C,
- ii. EAL 2 certified
- iii. Service Oriented Architecture
- iv. Horizontally and vertically scalability
- v. Any other certification, if any.

SCADA/DMS System Certificates:

- i. IEC 60870-5-104 -RTU, FRTUs, FPI to control centres
- ii. MODBUS/IEC62056 - MFTs to RTUs/FRTUs
- iii. ICCP (TASE.2) between main /DR centre/SLDC
- iv. Support /compliance to IEC61850 for RTU/CC
- v. Cyber Security & Mitigation etc.

11.12.**Project Closure:** The agency shall support the utility in assessment and closure of the RAPDRP Part-A (IT) project in totality inline to RAPDRP project documents including SRS, DPRs, RFP, WO, Amendments, TO Be Document and RAPDRP guidelines issued by PFC/MOP on existing technical and operational issues with their independent expert opinion.

11.13.**Other Conditions:**

11.13.1. The scope of work and work requirements are not exhaustive and would include any addition or deletion of task requirements that may come up during the duration of project.

11.13.2. Rajasthan Discoms will make all possible efforts to provide support and help to the extent possible; however the final responsibility of the same will rest with the agency.

11.13.3. Agency personal shall travel to the designated location to facilitate and help in successful completion of required TPIEA activities. No payment other

than quoted project cost shall be given to the agency for travelling and accommodation expenses.

- 11.13.4. The agency shall perform activities inline to RAPDRP project guideline and documents including SRS, sanctioned DPRs, RFP floated by Utility for appointment of ITIA, detailed letter of award along with subsequent amendments issued to ITIA, RAPDRP guidelines issued by PFC/MOP from time to time including any post award changes during implementation of the scheme with due approval of the utility.

**SECTION-VI ANNEXURES COVERING FORMATS OF SUBMISSION
OF BIDS**

ANNEXURE 1: FORMAT FOR COVERING LETTER OF BID

Cover Letter

(To be furnished by the bidder on the letter head. It has to be submitted complete with all enclosures).

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

SUB: Submission of Bid for the work of "Appointment of Agency for assistance in TPIEA-IT verification and RAPDRP Project Evaluation" against TN- 79.

Dear Sir,

We hereby submit our bid for work of "**Appointment of Agency for assistance in TPIEA - IT verification and RAPDRP Project Evaluation**" against TN-79.

We are submitting our bids for with complete set of enclosures.

We are submitting our Bid as the Bidding company

We agree for execution of tendered work as per the terms & conditions as specified in this Tender Document.

We also agree that:

- 1) The prices as mentioned in BOQ.
- 2) The prices quoted are valid for a period of 90 days from the date of opening of "Financial- bids"
- 3) The quoted / agreed prices are inclusive of the following charges:
 - Enclose details of taxes included in the prices

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

- 4) We also understand that the quantities mentioned in the price schedule shall be meant for bid evaluation; however payment shall be made us on the basis of actual work.
- 5) We have noted the standard terms of payment and undertake to abide by the same.
- 6) We understand that conditional offers are likely to be rejected

- 7) The execution of work shall strictly be in accordance with work completion schedule as given in the Contract. In case we fail to complete the work as indicated therein we shall be liable to pay penalty as per Tender Document.
- 8) The material supplied by us shall conform your specification
- 9) We confirm that we agree to adhere to all the commercial terms and conditions as well as the technical stipulation of your specification and there is no deviation. Such acceptance has also been confirmed in prescribed schedules.
- 10) We confirm that we are qualified for bidding in terms of Qualification Requirements specified in the bidding documents and have submitted the requisite qualification Certificate & data / documents with the bid.
- 11) Until a formal contract is prepared and executed, this together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 12) We understand that the quantity mentioned in the financial schedule is just for evaluation purpose and except the fixed monthly charges all charges shall be paid on actual work basis.
- 13) We understand that Jaipur 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.
- 14) We also understand that the Jaipur Discom reserves the right to reject any or all of the bids without assigning any reason thereof.
- 15) We undertake that we have a software/testing solution/equipments which may be readily fine-tuned to the requirements of Discoms.

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

Enclosed: (Annexures)

Thanking you,

Yours faithfully,

Designation _____

Date:

(Signature of the Authorized Signatory)

ANNEXURE 2: GENERAL PROFILE OF THE BIDDER

(To be furnished on Bidder's Letterhead.)

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

Details	Responses
Bidding Entity Nature	
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	
Field organization and resources to be deployed for the proposed job	
No. of Projects executed in Utilities in past 3-years.	

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

ANNEXURE 3: FINANCIAL CAPABILITIES

(To be furnished on Bidder's Letterhead.)

DETAILS OF FINANCIAL CAPABILITY

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

ANNEXURE 4: SCHEDULE OF DEVIATIONS

Technical Deviations

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

Commercial Deviations

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

**ANNEXURE 5: CONFIRMATION OF "NO DEVIATION" IN
TECHNICAL / COMMERCIAL TERMS AND CONDITIONS OF THIS
TENDER**

(To be furnished on Bidder's Letterhead.)

Bidder's Name & Address:

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

Dear Sirs,

Sub: Confirmation for "No Deviation" in Technical / Commercial terms & conditions of
**"Appointment of Agency for assistance in TPIEA-IT verification and RAPDRP Project
Evaluation"** TN- 79.

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).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

ANNEXURE 6: PROJECT IMPLEMENTATION PLAN

The activity / deliverable schedule for “Appointment of Agency for assistance in TPIEA-IT verification & RAPDRP Project Evaluation” shall be as under:

Sl. No.	Activity / Deliverable	Schedule
1.	RAPDRP AS-IS Status Report (IT and SCADA)	31.01.19
2.	R-APDRP Project Closure Report including Signoff and acceptance of Software Solution, Integrated System Working, DC - DR, CCC etc. and all required documents to conduct TPIEA Audit (IT and SCADA)	
3.	TPIEA Audit including during audit and post audit progress report (IT and SCADA)	

The activity / deliverable schedule is a tentative plan which may be changed as per Rajasthan Discoms requirements.

ANNEXURE 7: UNDERTKAING FOR VARIOUS INFORMATION
FURNISHED

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

Bidder's Name & Address:

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

Dear Sir,

Sub: Undertaking for various information against TN -79

We hereby confirm that that all the information against all the schedules, Annexures 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).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

ANNEXURE 8: BIDDERS'S AUTHORIZATION CERTIFICATE

(To be furnished on Bidder's Letterhead.)

To,

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

[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.

**ANNEXURE 9: POWER OF ATTORNEY IN FAVOUR OF AUTHORIZED
SIGNATORY OF THE BIDDER**

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

ANNEXURE 10: FORMAT OF BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act, 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 Project)*.....*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 Vidyut Vitaran 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
 - (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_____

Contact Number(s): Tel. _____

Mobile_____

Note:

1. In case the bid is submitted by a Consortium, the bid security shall be in the name of the Consortium and not in the name of the Lead Partner or any other Partner(s) of the Consortium.
2. 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) _____.”*

Unquote

**ANNEXURE 11: FORMAT OF BANK GUARANTEE FOR
PERFORMANCE SECURITY**

Will be provided to the Successful Bidder

ANNEXURE-12: SELF DECLARATION-NO BLACKLISTING

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

To,

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

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;
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;
- b. 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.
- c. does not have any previous transgressions with any entity in India or any other country during the last three years
- d. does not blacklisted by any of the Central/State power utilities in India for fraudulent and corrupt practices
- e. is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by
- f. 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
- h. related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of three years preceding the commencement of the contract, or not have been otherwise disqualified pursuant to debarment proceedings;

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

ANNEXURE-13: QUALIFICATION REQUIREMENT

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.

A single bidder (Consortium/Joint venture is not allowed), which meets all the qualification requirements as mentioned below shall be qualified for bidding:

Sr.	Qualification requirement	Supporting Documents Required
1	The bidder shall be a registered firm / company in India under the Indian Companies Act-2013 with latest amendments OR Registered with MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.	Copy of Self-Attested Incorporation Certificate, MOA & AOA in case of Company
2	The Minimum Average Annual Turnover for last three financial years (i.e. 2014-15, 2015-16, and 2016-17) of the bidder shall be Rs. 25 lakhs. Note: - There shall be relaxation as per rules in Minimum Average Annual Turnover for MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.	<ul style="list-style-type: none"> • Copy of the audited statement of accounts (P&L Account & Balance Sheet) duly certified by the Chartered Accountant along with certificate stating the Turnover, Profit, Net Worth shall be submitted as a proof. • Adequate proofs as mentioned above duly certified by Chartered Accountant to be provided.
3	The Bidder must be a profit earning concern consistently for last three financial years (i.e. 2014-15, 2015-16, and 2016-17). Note: - There shall be relaxation as per rules in this QR of profit earning for MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.	<ul style="list-style-type: none"> • Copy of the audited statement of accounts (P&L Account & Balance Sheet) duly certified by the Chartered Accountant along with certificate stating the Turnover, Profit, Net Worth shall be submitted as a proof. <p>Adequate proofs as mentioned above duly certified by Chartered Accountant to be provided.</p>
4	The Bidder shall have positive net Worth as on 31st March, 2017.	Adequate proofs duly certified by Chartered Accountant to be provided. Note: Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.
5	The bidder must have a minimum of 10 Technology/IT/ Consulting full time resources.	Self-declaration on Non-Judicial stamp-paper along with the List of Resources.

6	The Agency relationship with Project Stakeholders - Bidder directly or through its partners/affiliates should not be associated in any capacity with the Rajasthan DISCOMs the implementing agency of Rajasthan DISCOMs for RAPDRP Project and its affiliates/ consortium partners.	Self-declaration
7	The bidder shall have at least CMM/CMMI level 3 or above certification. Or (v) ISO 27001:2013 (for IT solutions and Services) (vi) ISO 9001:2015 (for IT solutions and Services) (vii) ISO 20000-1:2013 (for IT service Management) (viii)ISO 41001:2018 (for IT Facility Management)	Certificate issued by SEI/CMMI Institute or relevant institute OR Relevant ISO certificates
Experience		
1	The Bidder must have provided at least one consultancy services project (Strategy, Advisory, Efficiency Improvements, Implementation, Program Management) in PSU/ Govt. Organization/ Power Utilities in India during last five financial years. OR Company registered with MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006,must have in receipt of at least one IT service related project In power utilities in India during last five financial years	Work order in hand
2	Should have executed in last five financial years an IT project comprising hardware & software's applications for utility / IT Consultancy project. The contract value of such project should not be less than 5 crores. OR Company registered with MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006, should have executed in last five financial years an IT project comprising hardware & software's applications for utility / IT Consultancy project. The contract value of	Work order in hand

	such project should not be less than one crores.	
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NOTE: In case of non-furnishing of requisite document along with the bid, the bid will be considered as non-responsive and bid may be summarily rejected.

ANNEXURE-14: FORMAT FOR FINANCIAL BID SUBMISSION

(The BOQ excel file is to be filled)

To,

The Superintending Engineer [IT]
Jaipur Vidyut Vitran Nigam Ltd.,
Old Power House Premises
Near Ram Mandir,
Jaipur-302006.

Subject: "Appointment of Agency for assistance in TPIEA-IT verification and RAPDRP Project Evaluation" against TN-79

Dear Sir,

We have procured the bid documents for engagement of Agency for "**Appointment of Agency for assistance in TPIEA-IT verification and RAPDRP Project Evaluation**".

We are submitting our financial proposal as here under:

Sl. No.	Particular	Total Charges in INR (Incl. of all taxes)
	Appointment of Agency for assistance in TPIEA-IT verification and RAPDRP Project Evaluation	

The rate of service tax included at the rate of% in the bid.

The quoted prices are inclusive of applicable GST and any statutory variation and imposing new tax by government shall be on JVVNL account.

Name: _____
[Authorized Signatory]