



JODHPUR VIDYUT VITRAN NIGAM LTD.

New Power House, Jodhpur

TENDER SPECIFICATION NO: TN-03/2019-20
Cost of tender specification Rs.2950/-
(2500.00+18%GST)

For Providing Advertisement Services

**Office of Chief Accounts Officer(B&R),
Jodhpur Vidyut Vitran Nigam Limited (JdVVNL),
New Power House JODHPUR**

Contact Detail:

Contact Person : Chief Accounts Officer (B&R)

Telephone: 0291-2742232

E mail: caorevenuejodhpur@gmail.com

Fax: 0291-5106031

JODHPUR VIDYUT VITRAN NIGAM LIMITED

Chief Accounts Officer (B&R)

TENDER SPECIFICATION NO.TN – 03/2019-20

Technical & Financial e-Bids are invited from reputed service providers for providing advertisement on the back side of energy bills to JDVVNL consumers.

Cost of Tender Document (non-refundable)	2950/- (2500.00+18% GST) (Rs. Two Thousand Nine Hundred Fifty only)
e-Tender Processing Fee(non-refundable)	1180/- (1000.00+18% GST) (Rs. One Thousand One Hundred Eighty only)
Estimated Cost	Rs. 5.40 Crores (Rupees Five Crore Forty Lacs only)
Earnest Money Deposit (EMD)	*Rs. 10,80,000/- (Rupees Ten Lakh Eighty Thousand Only) (2% of estimated cost)
Publishing Date/Time	04/10/2019, 11:00 AM
Downloading of tender document	From 04/10/2019, 11:00 Am onwards at https://eproc.rajasthan.gov.in
End of Document Downloading Date/Time	18/10/2019, 03:00 PM onwards
Bid submission Start Date/Time & Place of submission of bids	From 04/10/2019, 11:00 AM onwards at https://eproc.rajasthan.gov.in
Bid submission Last Date/ Time	18/10/2019, 03:00 PM
Submission of Banker's Cheque/ Demand Draft cost of NIT, e-Tender processing Fee and EMD.	Up to 17/10/2019, Up to 03:00 PM in the Office of Sr. Accounts Officer (CPC), JDVVNL, New Power House, Jodhpur-342001
Date, Time and Place of Opening of Technical & Financial Bids	18/10/2019, 04:00 PM at https://eproc.rajasthan.gov.in

INDEX

S.No.	Section / Schedule	Particulars
1.		Tender Notice
2.		Important Notes.
3.	Section- I	Instructions to bidders
4.	Section-II	General Terms & Conditions of Contract.
5.	Section-III	Pre Qualification requirement
6.	Section –IV	Scope Of Work
7.	Section -V	Forms and Annexure
i)	Annexure –I	General Profile of bidder
ii)	Annexure –II	Technical & Commercial Deviation from the specifications.
iii)	Annexure -III	Commercial Bid document

Tender Notice



JODHPUR VIDYUT VITRAN NIGAM LIMITED
Chief Accounts Officer (B & R)
TENDER SPECIFICATION NO.TN- 03/2019-20

NOTICE INVITING TENDER

Jodhpur Vidyut Vitran Nigam Ltd. (JdVVNL) invites applications through E-proc from competent agencies for providing advertisement services on back side of electricity bills of 185 Sub- divisions under 11 O&M circles of 10 district of Rajasthan, namely Jodhpur ,Pali, Sirohi. Jalore, Bamer, Jaisalmer, Bikaner, Hanumangarh, Sriganganagar, and Churu.

Cost of Tender Document (non-refundable)	2950/- (2500.00+18% GST) (Rs. Two Thousand Nine Hundred Fifty only)
e-Tender Processing Fee(non-refundable)	1180/- (1000.00+18% GST) (Rs. One Thousand One Hundred Eighty only)
Estimated Cost	Rs. 5.40 Crores (Rupees Five Crore Forty Lacs only)
Earnest Money Deposit (EMD)	Rs. 10,80,000/- (Rupees Ten Lakh Eighty thousand only) (2% of estimated cost)
Date, Time and Place of Opening of Technical & Financial Bids	18/10/2019, 04:00 PM in the presence of representative(s) of applicant, who wish to present.

Chief Accounts Officer (B & R)
Jd.V.V.N.L., Jodhpur

Important Notes

(1) The bid shall only be submitted through online tendering system at www.eproc.rajasthan.gov.in.

(2) Bidders who wish to participate in this tender will have to register on <http://eproc.rajasthan.gov.in> (bidders registered on eproc.rajasthan.gov.in prior to 30.09.2011 needs to register again). As per Information Technology Act-2000, to participate in online tenders, Bidders will have to procure Digital Signature Certificate (Type – II or Type – III), utilising the same 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. In case of any query/assistance regarding submission of bid, the bidders may contact to the followings:-

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://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 **BID DETAILS** to know the process for submitting the electronic bids at the website.

(4) ‘Instructions to the 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 <http://eproc.rajasthan.gov.in>. However, wherever there is any anomaly between the conditions referred to in this bid document and the GoR e-tendering system, the later shall be final.

(5) The Bid documents may also be viewed at www.jodhpurdiscom.com and may be downloaded from <https://eproc.rajasthan.gov.in>.

(6) The downloaded bid document shall be considered valid for participation in the bidding process subject to the submission of required cost of Bid documents Rs. 2950/- (2500.00+18% GST) (Rs. Two Thousand Nine Hundred

Fifty only) payable to the Sr. Accounts Officer (CPC), JdVVNL, Jodhpur through D.D. with e-Tender Processing Fees Rs. 1180/- (1000.00+18% GST) (Rs. One Thousand One Hundred Eighty only) through Demand Draft in favour of M.D, RISL payable at Jaipur. Scanned copies of the Demand Drafts of Bid document fees and e-Tender Processing Fees must be enclosed with the Technical Bid failing which the bid will be summarily rejected.

- (7) All the communication/ correspondence including each page of the bid document (Technical and Financial Bid) should be stamped and digitally signed by the authorized signatory of the prospective bidders.
- (8) No contractual obligation whatsoever shall arise from the RFP/ bidding process unless a formal contract is signed and executed between the tendering authority and the successful bidder.
- (9) JdVVNL disclaims any factual/ or any other errors in this document (the onus is purely on the individual bidder to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
- (10) The Bids shall only be considered in the prescribed forms/ documents. The Bids not submitted in the prescribed formats will be summarily rejected and the EMD submitted along with the bids shall be forfeited. The bidders should also refrain from the providing information which is not relevant.
- (11) Copies of various documents to be enclosed along with the bid-proposals must be legible and be self attested by the authorized signatory with official seal. Claims made by bidder related to the project experience and other requirements shall be considered only when appropriate supporting documents are enclosed.
- (12) All the communication/correspondence including the bid document (Technical and Financial Bid) must be signed and stamped on each page by the authorized representative of the bidder failing which the bid will be summarily rejected.
- (13) The Bids can only be submitted up to the date and time specified.
- (14) The complete bidding process is defined in BID DETAILS and Section-I of this 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 document, all such bid-proposals will be summarily rejected and EMD submitted along with the bids shall be forfeited.
- (16) Tendering Authority reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/ rejected by the purchaser/ tendering authority.
- (17) In case, a dispute arises with regard to interpretation/ omission/ errors in the RFP document, bid submitted, other documents; the decision of the MD, JdVVNL, Jodhpur will be final and binding upon the bidders.
- (18) Interested bidders may obtain further information from the office of the Chief Accounts Officer (B & R), Jodhpur Vidyut Vitran Nigam Ltd, New Power House, Jodhpur -342001 between 10:00 AM to 6:00 PM, on all working days.
- (19) The bidder needs to pay cost of tender specification, with the submission of bid.

Section I : Instructions to the Bidders

JODHPUR VIDYUT VITRAN NIGAM LIMITED

Chief Accounts Officer (B & R)

TENDER SPECIFICATION NO.TN- 03/2019-20

1. GENERAL INSTRUCTIONS:

- i. Chief Accounts Officer (B & R), Jodhpur Vidyut Vitran Nigam Limited (JdVVNL), New Power House, Jodhpur -342001 shall receive bids in respect of services as set forth in the accompanying specification.
- ii. All bids must be prepared and submitted in accordance with these instructions.
- iii. Prior to filling the Bid proposal, the bidders in their own interest are advised to read these specifications and all the terms & conditions as incorporated in this bid documents carefully.
- iv. If the bidder has any doubt about the meaning of this specification or any portion thereof, he may refer the same to the Chief Accounts Officer (B&R), Jodhpur Vidyut Vitran Nigam Limited, Jodhpur, prior to submitting the bid well before the time & date specified for opening of bids so that the same may be clarified.
- v. Submission of the bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/ commented by the bidder in its bid document.
- vi. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to this bid shall be rejected and returned to the respective bidders.
- vii. The works referred herein above will be covered in the proposal which shall include commissioning, erection and tests of equipment including successful completion of performance and guarantee which JdVVNL desires to get executed.

2. INTRODUCTION:

Jodhpur Vidyut Vitran Nigam Limited (hereinafter referred to as JdVVNL) is seeking proposals from the competent and qualified vendors "for providing advertisement services to JdVVNL, Jodhpur for a period of **Two years**. Further extended for a period of one year, on mutual consent.

3. SUCESSFUL IMPLEMENTATION & GOOD PERFORMANCE:

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

4. FIELD CONDITIONS

- 4.1 Before submitting the bid, the bidder may in his own interest inspect and examine the requirement involved and satisfy himself about the existing system.
- 4.2 For ascertaining the existing system and for any clarification regarding this document the prospective bidder may contact to the CAO(B&R), JdVVNL, Jodhpur .
- 4.3 No claim for change in the bid or terms & conditions of the contract shall be entertained on the ground that the conditions are different than what were contemplated.

5. PREPERATION OF BIDDING DOCUMENT

5.1. EARNEST MONEY DEPOSIT (EMD):

- 5.1.1. The tenderer shall furnish Earnest Money **Rs. 10,80,000/- (i.e. 2% of contract value)(Rupees Ten Lakh Eighty Thousand only)** through DD/Banker's cheque payable in the name of Sr. Accounts Officer (CPC), JdVVNL, Jodhpur, or through Bank Guarantee in the name of Chief Accounts Officer (B&R), JdVVNL, Jodhpur.
- 5.1.2. Scanned copy of the above instrument (DD/Banker Cheque/Bank Guarantee) shall be enclosed with the submission of bid online whereas original shall be furnished to the Sr. Accounts Officer (CPC)/ Chief Accounts Officer (B&R), JdVVNL, Jodhpur in separate envelope.
- 5.1.3. Any tender not accompanied with the scanned copy of the DD/Banker Cheque/Bank Guarantee against deposition of earnest money shall be rejected and the tender shall not be opened.
- 5.1.4. In case of unsuccessful tenderers, the Earnest money will be refunded. In case of successful tenderers the Earnest Money may be taken into account for arriving at the amount of the Security Deposit on the request of vendor.
- 5.1.5. Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the Nigam in connection with some other bids/orders shall not be entertained.
- 5.1.6. No interest shall be payable on the amount of EMD.

5.1.7. The JdVVNL reserves the right to forfeit Earnest Money deposit or a part thereof in circumstance, which according to it indicate that the bidder is not earnest in accepting/executing any order placed under this specification.

5.2. COST OF TENDER SPECIFICATION AND e-TENDER PROCESSING FEES.

5.2.1. The bidders can download the bid document from <https://www.eproc.rajasthan.gov.in>. However, Cost of tender/bidding document Rs. 2950/- (2500.00+18% GST) (Rs. Two Thousand Nine Hundred Fifty only), (non-refundable) shall be deposited through Bank Draft/Pay Order payable to the Sr Accounts Officer (CPC), JdVVNL, Jodhpur. The bidder shall also deposit e-tender processing fee amounting to Rs. 1180/- (1000.00+18% GST) (Rs. One Thousand One Hundred Eighty only), (non-refundable) through DD/Banker's Cheque in favour of M.D, RISL payable at Jaipur. Scanned copies of the aforesaid DDs/Pay Orders shall be enclosed with the submission of bid online whereas original DDs/Pay Orders shall be furnished to the Sr. Accounts Officer (CPC). The processing fee will be sent by the Sr. AO (CPC), JdVVnl, Jodhpur to the RISL.

6. CLARIFICATIONS AND AMENDMENTS & DEVIATION FROM BIDDING DOCUMENT

6.1 -CLARIFICATIONS TO THE BID DOCUMENT

- 6.1.1 If the prospective bidder has any doubts as to the meaning of any portion of the bidding document, then he is allowed to refer the same to the tendering authority and get clarifications. He may do so by contacting the tendering authority in writing at the address indicated in the NIT.
- 6.1.2 Response shall be forward by the Tendering Authority to concerned Bidders and shall also be placed on the website of JdVVNL, including the description of the inquiry but without disclosing its source.
- 6.1.3 As a result of clarification or otherwise, if the Tendering Authority deems it necessary to amend the Bidding Document, it shall do the same by issuing a revised bidding document / Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in the order to give reasonable time to the prospective Bidders to take into account the amendment.

6.2 -AMENDMENT OF BIDDING DOCUMENT

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

- DEVIATION FROM THE BID DOCUMENTS.

- 6.3.1 The offer must have 'No Deviation' certificate in the format enclosed at **Annexure-II** of this tender document.
- 6.3.2 If the bidder has certain deviations, such deviations may or may not be accepted on its merits due to financial and technical implications.
- 6.3.3 The bid must include a separate statement indicating all deviations from the bid documents as per format enclosed at Annexure - II.
- 6.3.3 All such deviations must be clearly mentioned in the Annexures of Deviation.

7. SUBMISSION AND OPENING OF BIDS:-

7.1 COST OF BIDDING

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

7.2 LANGUAGE OF BIDS

The Bid, as well as all correspondence and documents relating to this Bid shall be exchanged and considered by the Bidder and the tendering authority in English Language only. Supporting documents and printed literatures comprising part of the Bid may however be provided in English/ Hindi language.

7.3 BIDS ARE TO BE SUBMITTED IN SINGLE PARTS

Single part bids are invited which included both Technical and Financial Bids.

This shall contain evidences towards

- (i) Cover letter on organisation's letter head.
- (ii) Deposition of Cost of Tender documents
- (iii) Deposition of e-Tender Processing Fees
- (iv) Deposition of EMD
- (v) Documents as per requirements of this tender – Annexure – i,ii
- (vi) The financial offer (Bid) for carrying out the scope of work in the format enclosed at Annexure – III.
- (vii) Power of Attorney/Board Resolution in favor of signatory of the bid.
- (viii) Signed copy of GCC & ITB

7.4 SUBMISSION OF PROPOSALS

The Bidder shall submit their bid in electronic format at <https://eproc.rajasthan.gov.in>. The bid should be digitally signed and stamped on each page by a responsible and authorized person. The Bidder shall procure Digital Signature Certificate (DSC) as per IT act - 2000.

7.5 FILLING OF BIDS

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

7.5.2 No alteration shall be permitted to the formats and annexure enclosed with this tender specification and the tenderer must entirely comply with the specification.

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

7.5.4 All additions, alterations and over-writing in the bid must be clearly signed by the authorized signatory of the bidder failing which the bid shall be summarily rejected.

- 7.5.5 The bidder must quote the prices strictly in the manner as indicated herein, failing which the bid shall be liable for rejection. The rate/prices shall be entered in BOQ(in excel format) attached herewith. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any room for doubt.
- 7.5.6 The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- 7.5.7 All bids and accompanying documents shall be addressed to the Chief Accounts Officer (B & R), JDVVNL, Room No. 19, New Power House, Jodhpur-342001.
- 7.5.8 The tenders/quotations given in the form other than the forms prescribed shall not be considered.
- 7.5.9 After submission of valid authorization certificate of the authorized signatory of the bid, only one person shall be allowed for presence during the opening of the bid.
- 7.5.10 The bidder shall clearly indicate the deviation such as Technical or Commercial Deviation in the prescribed format only. The deviation indicated elsewhere shall not be considered.
- 7.5.11 The tender offer shall be submitted within the time specified for submission of the bid at <https://www.eproc.rajasthan.gov.in> in electronic format in the following manner:-

7.6 DOCUMENTS COMPRISING THE BID

- 7.6.1. The tender shall be accompanied with the annexures, documents as mentioned in this specification.
- 7.6.2. If required, JdVVNL may ask any bidder to furnish original copy of any documents or copy thereof duly attested by the Notary as the case may be for physical verification form on short notice of three days.
- 7.6.4 Following must be attached with the filled bid:-
- i. The bidder needs to furnish full details about organization's– in Annexure -I
 - ii. Proof of deposition of EMD.
 - iii. Proof of submission of e-tender processing fee.
 - iv. Proof of submission of cost of Tender documents.
 - v. Cover letter on company's letter head.
 - vi. Section 1 to 5. (duly signed).
 - vii. Annexure I to II.
 - viii. Power of Attorney/Board Resolution in favor of signatory of the bid.

- ix. Other details as called for in the tender specification document or which the bidder may like to highlight
- x. Financial proposal in excel file of BOQ- in Annexure –III.

7.7 -ALTERNATIVE BIDS

Alternative bids shall not be considered.

7.8 BID PRICES

- 7.8.1 All the prices should be quoted in Indian Rupees (INR) only.
- 7.8.2 Prices/ Rates shall be written both in words and figures. There should not be any error or over-writings. Corrections/ alterations if any should be made clearly and initialled with dates by the authorized signatory.
- 7.8.3 The prices quoted in BOQ.xls **should be exclusive** of all the applicable taxes and other government levies, including GST if any applicable at present. The rates of applicable taxes and Govt. Levies may however be revised subsequently as per amendment issued from time to time.
- 7.8.4 The quantity of total no. of consumer is on average basis and may increase or decrease subsequently.
- 7.8.5 The bidder shall furnish break-up of the quoted price in financial offer according to the Annexure-III, indicating rate clearly (Exclusive of taxes) .Any statutory variation due to imposition new tax or any increase in existing taxes by the government subsequently during the currency of the contract shall be on the part of Vendor .

7.9 - PERIOD OF VALIDITY OF BIDS

- 7.9.1 The submission of any bid connected with these documents and specification shall constitute an agreement that the Bidder shall have no cause of action or claim, against the JdVVNL for rejection of its bid. The JdVVNL shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the owner.
- 7.9.2 The bids shall be valid for a minimum period of **90 days (Ninety days)** from the date of opening of bid. Bids mentioning a shorter validity period other than specified are likely to be summarily rejected / ignored.
- 7.9.3 JdVVNL 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 its original offer.

7.10 - FORMAT AND SIGNING OF THE BID

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

7.11 - SIGNATURE OF THE BIDDER

- 7.11.1 The bid must contain the name, address and place of business of the person or persons making the bid and must be signed and sealed by the Bidder under his usual signature. The name(s) of all the persons signing should also be typed or printed below the signature.
- 7.11.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership firm name, followed by the signature(s) and designation (s) of the authorized partner(s) or other authorized representative(s).
- 7.11.3 Bids by corporation/ company must be signed with the legal name of the corporation/ company by the President, Managing Director or by the Secretary or other person or persons authorized to sign the bid on behalf of such corporation/company.
- 7.11.4 A bid signed by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'Agent' or other designation without disclosing his principal will be liable to be summarily rejected.
- 7.11.5 Satisfactory evidence of the authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 7.11.6 The Bidder's name stated on the proposal shall be exact legal name of the firm/agency.

7.11.7 Erasures or other changes in the bid documents shall bear the initials of the person signing the bid.

7.12 DEADLINE FOR THE SUBMISSION OF BIDS

7.12.1 Bids must be submitted by the bidders on the website <https://www.eproc.rajasthan.gov.in> earlier than the date and time specified in the NIT.

7.12.2 Change in date of submission and opening of bids if any shall also be placed on the JdVVNL websites immediately. However, if the modifications in bidding document, specifications, fresh publication of original bid inquiry may also be issued.

7.12.3 The JdVVNL on its discretion, reserves right to extend the deadline for the submission of bids.

7.13 - DELAYED/ LATE BIDS

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

7.14 - RECEIPT OF TENDERS/ BIDS

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

7.14.2 Bids received by modes other than submission on <https://www.eproc.rajasthan.gov.in> website and prescribed in this tender document shall not be considered.

7.15 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

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

7.16 - BID OPENING

7.16.1 The designated Procurement Committee will perform the bid opening.

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

7.16.3 All the bids received up to the specified time and date in response by all the bidders shall be opened by the members of the designated Procurement Committee after entering their corresponding credentials

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

7.16.4 No bid shall be rejected at bid opening except for delayed/ late bids; alternative bids, bids not accompanied with the required evidences regarding deposit of cost of tender documents, EMD, and e-tender processing fees.

7.16.5 The Tendering authority shall prepare a record of the bid opening that shall include, name of the bidder and whether there is a withdrawal, substitution, or modification; the bid price, per lot if applicable, any discounts and offers if permitted; and the presence or absence of Tender fee, EMD. The bidder's representatives who are present shall be required to sign the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record.

7.16.6 The details of deposit of tender fee, EMD and processing fees with each bid shall be read out loudly.

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

8 EVALUATION OF BIDS

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

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

8.2 EVALUATION OF TECHNICAL BIDS

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

8.2.2 The firms which could not qualify in technical evaluation, their financial bid will be returned unopened and EMD shall be refunded after completion of the bidding process i.e. award of the contract to the successful bidder.

8.2.3 The Tendering Authority will carry out a detailed evaluation of the bids as per criteria prescribed under Eligibility Criteria mentioned in the RFP and on the basis of documents enclosed with the technical bid.

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

8.3 EVALUATION OF FINANCIAL BIDS

8.3.1 Financial bids of the bidders shall not be opened in following cases : delayed/ late bids; alternative bids, bids not accompanied with the required evidences regarding deposition of cost of tender documents, EMD, and e-tender processing fees.

The financial bids of successful bidders shall be opened at the same time by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present.

8.3.2 The process of opening financial bids shall be similar to that of technical bids.

8.3.3 The names of the firms, the rates given by them and conditions if any, shall be read out and recorded in the tender opening register.

8.3.4 Conditional bids are liable to be rejected.

8.3.5 For calculation of highest price offer, price quoted in the BOQ under **Schedule "A"(i.e. for single colour)** shall be considered. The bidder with highest value of rate (in Rs.) as mentioned in BOQ shall be declared as H1.

8.3.6 The offers shall be evaluated and marked H1, H2 and H3 etc. H1 being highest offer and then others in descending order.

8.3.7 If the rates offered are same for two or more bidders, then H1 bidder shall be considered by a draw of lottery in presence of representatives of the bidders who wish to remain present.

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

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

The bidders may note that JdVVNL is not bound to accept the highest financial offer.

8.4 CORRECTION OF ARITHMETIC ERRORS

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

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

8.5 NEGOTIATIONS

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

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

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

8.5.3 Negotiations shall be conducted with the highest bidder (H1) only and by information given in writing with a minimum period of 3 days (in case of a local bidder) and 7 days (in case of an outstation bidder) shall be given for response in writing and in sealed cover. In case of urgency the tender sanctioning PC may reduce the notice period for negotiations, provided the bidder receives the information regarding holding negotiations.

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

8.6 REJECTION OF BIDS:

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

- i. Any action on the part of the bidder to revise the rates/prices and modification in technical or commercial substance of original offer subsequent to opening of tender.
- ii. Submission of any supplementary information unless & otherwise asked for by the bidder after opening of the Bid may result in rejection of the Bid and may also debar him from submission of Bid to JdVVNL at least for a year.
- iii. The JdVVNL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the JdVVNL's action.
- iv. In case of bidder not furnishing the desired information in the desired format the bid/offer may be rejected.
- v. In case of loose / tagged/ box-filed bid the bid /offer may be rejected.
- vi. In case of bidder not adhering to the format of financial offer given with this document the bid / offer may be rejected.
- vii. In case of any foot note or explanatory statement in the financial offer the bid/offer may be rejected.
- viii. In case of any cover letter with financial offer comprising any supplementary statement or discount or any condition the bid / offer may be rejected.
- ix. In case of any calculation mistake in the price bid the bid / offer may be rejected.
- x. In case of any miss apprehension at bidder level which consequent to wrong price bidding , JdVVNL reserve the right to reject the bid or take necessary loading / unloading to arrive the correct price as per perception of JdVVNL / 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.

10. SIGNING OF AGREEMENT :

On receipt of Letter of award from JdVVNL, the successful bidder shall enter into an agreement with JdVVNL by jointly signing. The draft of the agreement based on the terms sheet will be forwarded to the successful bidder for execution. The agreement will be executed within fifteen days

thereafter. The person to sign the agreement must be duly authorized by the Bidding entity.

11. UNDERSTANDING & CLARIFICATION ON DOCUMENTS AND SPECIFICATIONS:

- i. The bidder is required to carefully examine the specifications and documents and fully aware himself about all the terms & conditions and matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation/clarification to the tendering authority. The JdVVNL shall issue interpretation and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit its bid but within the time and date specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the bidder's proposal.
- ii. Verbal clarifications and information given by the JdVVNL or his employee(s) or his representative(s) shall not in any way be binding on the JdVVNL.

12. POLICY FOR BIDS UNDER CONSIDERATION :

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the JdVVNL to the bidders. While the bids are under consideration, bidders or their representatives or other interested parties are advised to refrain from contacting by any means, the JdVVNL or his employees/ representatives on matters related to the bids under consideration, in the event of such happening the bidders proposal may be declared as rejected irrespective of his selection or rejection on the basis of the tender conditions. The JdVVNL, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the bidders, either in writing or through personal contact, as may be necessary. Bidder will not be permitted to change the substance of the bid after the bid has been opened.

13. PRELIMINARY EXAMINATION & EVALUATION:

- i. JdVVNL shall examine the bids to determine whether they are complete, free from computational errors, required cost and fees have been

furnished or not and whether the documents furnished are properly signed and the bids submitted are generally in order.

- ii. Prior to the detailed evaluation, the JdVVNL will determine the substantial responsiveness of each bid against the bidding document.
- iii. For the purpose of above, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment/services/material or which limits in any way the responsibilities or liabilities of the bidder of any right of JdVVNL as required under these specifications and documents. Determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- iv. A bid determined as not substantially responsive will be rejected and shall not be treated responsive subsequently by correction of the non conformity by the bidder.
- v. Bid price shall mean the total price quoted by each bidder for complete package in his proposal for the complete scope of works.
- vi. JdVVNL will evaluate and compare the bids previously determined to be substantially responsive, pursuant in the manner specified above, for each package separately.
- vii. No bid shall be considered responsive if the complete requirements covered in the package are not included in the bid.

14. AWARD OF CONTRACT:

- i. Notification of award of contract will be made in writing to the successful bidder.
- ii. The contract will be awarded to the best qualified and the substantially responsive bidder offering the highest evaluated bid in conformity with the requirements of these specifications and documents and the owner shall be the sole judge in this regard and subject to the provisions of these instructions to bidders and other terms and conditions detailed out in these documents and specifications. A responsive bid is one which accepts all terms and conditions of these specifications and documents without any major modifications. A major modification is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way the responsibilities or liabilities of the bidder or any rights of the owner as required in these specifications and documents. The award of contract may be distributed among more than one vendor.

15. GENERAL:

- i. The cost of specification will not be refunded under any circumstances.
- ii. The bidder shall treat the details of the specification and other Bid documents as private and confidential and shall not reproduce without the written authorization of JdVVNL.
- iii. JdVVNL shall not bind itself to accept the highest 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.
- iv. The fact of submission of bid to JdVVNL shall be deemed to constitute an agreement between the bidder and JdVVNL whereby such bid shall remain open for acceptance by the JdVVNL 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 JdVVNL, he shall be bound by the terms of agreement constituted by his bid and such acceptance thereof by the JdVVNL, until formal contract of the same bid has been executed between him and the JdVVNL in replacement of such agreement.
- v. The successful bidder will have to execute the contract agreement towards proper fulfillment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to JdVVNL may be taken, if satisfactory clarification is not furnished within the prescribed period.
- vi. JdVVNL will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- vii. Telex, Telegraphic or Fax bids shall not be accepted.
- viii. JdVVNL reserves the right to:
 - a. Amend the scope of the proposed contract.
 - b. Reject or accept any bid.
 - c. Cancel the bid process and reject all applications.
 - d. Change the area.
 - e. Change the period of contract

JdVVNL 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 – II: General Terms & Conditions

JODHPUR VIDYUT VITRAN NIGAM LIMITED

TENDER SPECIFICATION NO.TN-03/2019-20

The Terms and Conditions of the contract shall prevail and shall be binding on the bidder and any change or variation expressed or impressed shall be made inoperative unless expressly sanctioned by the JdVVNL. The Bidder shall be deemed to have fully informed himself and to have specific knowledge of the provisions prescribed under the terms and Conditions of this specification which are mentioned hereunder:-

1. DEFINITION OF TERMS:

- 1.1 In constructing these general conditions and the annexed specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject of context inconsistent with such construction.
 - 1.1.1 The “JdVVNL” shall mean the JODHPUR VIDYUT VITRAN NIGAM LIMITED represented by Managing Director and shall include their legal representatives, successors and assignees. The “Customer” or “Owner” or “Purchaser” shall mean “JdVVNL”.
 - 1.1.2 The “Tenderer”/ “Bidder” shall mean and include one or more persons or any firm or any company or body corporate who has submitted the tender in response to “Invitation of Tender”.
 - 1.1.3 The “Agency”/“Vendor”/ “Contractor” shall mean the tenderer whose tender has been accepted by the “JdVVNL” and shall include the tenderer heirs, legal representatives, successors and assignees approved by the purchaser.
 - 1.1.4 The “Managing Director” shall mean the Managing Director, JdVVNL, Jodhpur.
- 1.2 “Works” mean and include the work or works to be done by the contractor under the contract.
 - 1.2.1 The “Contract” shall mean and include the following:
 - i) Invitation of tender
 - ii) Instructions to tenderers (ITT)
 - iii) Tender form including schedule of prices
 - iv) Earnest Money Deposit (EMD)
 - v) Letter of Intent (LoI) and its acknowledgement
 - vi) Security Deposit / Bank Guarantee (SD/BG)

- vii) Formal Work Order (WO)
 - viii) Guaranteed Test Performance (GTP).
 - ix) General Conditions of Contract (GCC)
 - x) Penalties.
 - xi) Special Instructions.
 - xii) Site Conditions.
 - xiii) Specification, specific conditions, schedules and annexure.
 - xiv) Addenda that may hereafter be issued by the purchaser to the contractor in the form of letter and covering letters and schedule of prices as agreed between the contractor and the purchaser.
 - xv) The agreements to be entered into under clause 11 of these General terms & Conditions.
- 1.2.2 The “Specification” shall mean the specification (complete Documents issued against TN-03/2019-20); specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.
- 1.2.3 The consumer / customer management system is the system for the consumers and prospective customers of the JdVVNL.
- 1.2.4 The Month shall mean, English calendar month i.e. period of 31/30 days and week shall mean a period of 7 days.
- 1.2.5 The “Site” shall mean the place or places named in the contract and include, wherever applicable, the lands and buildings upon or in which the works are to be executed.
- 1.2.6 “Letter of Intent” shall mean the letter from the purchaser conveying its intention to award work order for this tender subject to such reservations as may have been stated therein.
- 1.2.7 The “Contract Price” shall mean the sum of amounts named in or calculated in accordance with the provisions of this contract and includes amendments if any made subsequently.
- 1.2.8 “Formal work order” shall mean the purchaser’s letter reflecting detailed work order containing detailed terms and conditions of the work and such other particulars which the JdVVNL may like to convey to the contractor pending execution of a formal written agreement.
- 1.2.9 “Writing” shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
- 1.2.10 The Work “Codes” shall mean the Electricity Act-2003, Electricity Act-2015 and rules made there under and applicable in the State of Rajasthan on the date of letter of intent with such special modification thereof as mentioned and may be specially stipulated by competent authorities.

- 1.2.11 Works importing "PERSON" shall include firms, Companies, Corporations and other bodies whether incorporated or not.
- 1.2.12 Words importing the singular only shall also include the plural and vice version where the context requires.
- 1.2.13 Terms and expressions not herein defined shall have the same meaning as assigned to them in the Indian Contract Act, 1872 and General Clause Act, 1897.

2 CONTRACT PERIOD:

The contract period will remain valid for a period of **Two year**, from the date of final implementation. The contract period may further be extended upto one year on mutual concern at same rates and terms and conditions.

3. PERFORMANCE SECURITY (BANK GUARANTEE / DEPOSIT):

On receipt of the detailed work order, the selected bidder shall furnish performance security equivalent to four months of estimated bills to be issued to the consumers i.e. Rs.89.68 Lakhs (Estimated bills to be issued * estimated rate (80.00 lacs * 1.121)), in prescribed format on the non-judicial stamp worth of 0.25 % of contract value or Rs.25000/- whichever is less, of Govt. of Rajasthan from a scheduled bank towards faithful execution of the contract to the entire satisfaction of JdVVNL. Cost involved in furnishing such security cum performance guarantee is to be borne by service provider. The Bank guarantee initially furnished shall be subject to further review by CAO(B&R), Jodhpur Discom, Jodhpur yearly to maintain sufficient Bank Guarantee against the online collection.

- i. Security cum performance guarantee shall remain valid during the currency of the contract (i.e. two year) and shall be furnished with a grace period of 3 months.
- ii. On successful completion of contract to the entire satisfaction of JdVVNL, security cum performance guarantee shall be released after 3 months.
- iii. Validity period of the BG shall be extended by the agency, as and when intimated by JdVVNL.

4. CONTRACTOR TO INFORM HIMSELF FULLY:

The contract shall be considered to have come into force from the date of the issue of Letter of Intent / Letter of Award. The contractor shall be deemed to have carefully examined the General Conditions, specifications, schedules and drawings also to have satisfied him as the nature and character of the work to be executed and wherever necessary, he should

see the site conditions and other relevant matters in details. Any information thus had or otherwise obtained from the owner or the Engineer shall not be in any way relieve the contractor from his responsibility for the supplying of the plant and equipment and executing the work in terms of the contract including all details and incidental works and supply all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection and safe and efficient working of the plant and equipment if he has any doubt as to the meaning of any portion of the general and any special conditions of contract and specifications, he shall before offering his bid proposal, set- forth the particulars thereof and submit them to JdVVNL in writing so that such doubt, misunderstanding, misconceptions, whatsoever could be allied.

5 CONTRACT DOCUMENTS AND AGREEMENTS

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

- i. Contract agreement along with letter of intent.
- ii. Work order and its Annexure.
- iii. Complete specifications.
- iv. Bid proposal form and its schedules including price schedule and completion schedule

- v. Power of Attorney in favour of the signatory on non-judicial stamp worth Rs 100/-

6. CHANGE OF QUANTITY

The owner reserves the right to change the quantity 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/added from the scope of work, the value of contract will be reduced/increases accordingly.

7. RULES & REGULATIONS:

The Agency will also follow the labour regulations and the directions of Government and other statutory authorities enforcing the regulations and comply with all relevant legislation in force from time to time. The owner reserves the right to place the order for any quantity or extend the tender quantity.

8. CONTRACT AGREEMENT

The selected bidder shall enter into an agreement with JDVVNL to be known as "Contract Agreement" setting out all terms and conditions including those mentioned in this specification for the proposed work.

The agreement shall set out specific events of default that will entitle the innocent party to terminate the agreement. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.

The agreement can however also be terminated by either party after serving a **six-month notice** on the terms to be mutually agreed which may include payment of suitable compensation for the losses sustained by the other party due to such termination. These terms shall be included in the Contract Agreement.

Agency shall indemnify JdVVNL 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 and causing any accident or injury to any person.

9. FALL BACK ARRANGMENT

In the event of failure of the agency to fulfill its obligations, duties and responsibilities as per the agreement terms, JdVVNL shall interalia have the right, at any time to resort to fall back arrangement. Under this plan,

JdVVNL shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient, the Agency shall pay the difference to JdVVNL failing which JdVVNL shall have the right to recover the sum through legal or other means.

The JdVVNL 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 entertained. This provision shall be made in the agreement.

10. GOVERNING LAWS AND JURISDICTION

The Indian Law shall govern the agreement. Only appropriate courts in JODHPUR shall have exclusive legal Jurisdiction to deal with any matter arising out of or relating to the agreement.

11. 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 JODHPUR CITY, RAJASTHAN, INDIA only. All disputes, differences questions whatsoever arising between the JdVVNL and the agency upon or in relation with the contract shall be deemed to have arisen at JODHPUR CITY only and no court other than court at JODHPUR, Rajasthan shall have jurisdiction to entertain the same.

12. SETTLEMENT OF DISPUTES:

Whenever any question, dispute or difference what so ever may arise between the JdVVNL and the agency, the same shall be decided by the MD, JdVVNL, Jodhpur or by the settlement committee constituted for this purpose. Decision of the MD or settlement committee shall be final and binding on both the parties.

The JdVVNL has constituted settlement committee to settle dispute of such nature. The agency may therefore approach for settlement of disputes.

13. LIEN

In case of any lien or claim pertaining to the work and responsibilities of the agency for which JdVVNL might become liable, it shall have right to recover such claims amount from the agency.

14. ACCEPTANCE OF TENDER

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

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

15. CONTRACTOR'S DEFAULT

I.If the contractor neglects to execute the works with the diligence and expedition or refuses or neglects to comply with any reasonable orders given to him by the nodal officer/ representative of JdVVNL in connection with the works in writing or contravenes the provisions of the contract, the JdVVNL shall give notice to such contractor/ agency to make good of such failures, neglect or contravention in writing .In case the agency/contractor fails to comply such notice within thirty (30) days from the date of serving, then the owner shall be at liberty to employ other workmen and execute such part of the works as the contractor may have neglected to do, forthwith. in case the owner thinks fit, without prejudice to any other rights available to him under this contract, it shall be lawful for him to take the works wholly or in part out of the contractor's hands and re-contract to it to any other person or persons to complete the works or any part thereof and in that event the owner shall have free to use all contractor's equipment that may have available on site in connection with the works at that time, without being responsible to the contractor for the same. Under such circumstances the owner shall be entitled to retain such balance payments, which may be necessary to make payment of the cost of executing the said part of the works or completing the works as the case

may be. If the cost of completing the works or executing a part thereof as aforesaid exceeds the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the contractor has to pay, in case the completion of works is delayed.

II. In addition to above, aforesaid action (item I above) by the owner shall not relieve the contractor from its liability to pay liquidated damages for delay in completion of works. The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the validity time thereof. The performance guarantee shall be valid for the full value and entire contract period of the contract.

16. SUSPENSIONS OF WORKS

The Discom shall not be liable to pay the contractor any compensation whatsoever arising out of suspension of work.

17. DEATH BANKRUPTCY ETC.

If the contractor dies or dissolve or commit any act or bankruptcy or being a corporation commence to be bind up excepting for the reconstruction purposes or carry on its, business under a receiver, executors, successors, or other representatives permissible under the law, such receiver, Liquidator or any other persons to whom the contract may become vested shall give a notice in this regard in writing to the purchaser forthwith and shall take all reasonable steps to prevent stoppage of the work within a month and shall carry out the contract subject to providing of such guarantee as may be required by the purchaser. The guarantee shall not exceed the value of the work for the time being remained unexecuted. Provided further that nothing mentioned above shall relieve the contractor or his successors from their obligations under the contract, under any circumstances. In the event of stoppage of the work, the period of option to be exercised under this clause shall be seven (7) days only. Provided further that in case the above option is not exercised, the contract may be terminated by the purchaser by serving notice in writing to the contractor.

In case of change of name of the tenderer/supplier at any stage after tendering, the purchaser shall deal with the contractor's name and address submitted in the tender for all the liabilities/responsibilities for due execution of the contract and under no circumstances he shall be relieved of any obligation under this contract. The purchaser at his discretion may however deal with the Agents / Representatives / Distributors / Manufacturers / Associates and Sister Concerns. Such dealing shall not

absolve the supplier/agency from its responsibilities/obligations/liabilities against the purchaser under this contract. Any change/alteration of name/constitution/organization of the supplier shall be duly notified to the purchaser, and the purchaser reserves the right to determine, the contract. In case of any such notification and determination the purchaser may purchase the material/services not supplied from elsewhere at the risk and cost of the tenderer/supplier

18. FAILURE TO EXECUTE THE CONTRACT

Contractor fails to execute the order placed upon him to the satisfaction of JdVVNL under terms and conditions of this contract shall be liable to make good the losses sustained by the JdVVNL due to placing fresh orders to other persons/agency at higher rates i.e. the difference between the price already accepted and contract already entered into and the price at which fresh order is placed. This is without prejudice to the imposition of Liquidated Damages and forfeiture of security deposit.

19. NON- ASSIGNMENT

The contractor shall not assign or transfer the contract or any part thereof to any other agency/ person during the currency of contract without consent of JdVVNL.

20. EFFECTING RECOVERIES

Any loss arising out due to non-fulfillment of this contract shall be recovered from the Security & Performance Deposit/ Guarantees and amount due and payable to the supplier by JdVVNL under this Contract or from other contracts as well.

21.ACCEPTANCE OF THE CONTRACT

The successful bidder shall be forwarded two sets of work order, which is to be signed (each page) by him/his authorized representative in token of accepting the contract and returned to the authority placing work order within 15 days of its issue, failing which EMD is liable to be forfeited.

22. COMPLETENESS OF THE PROPOSAL:

The tender should be complete with all details of illustrative and descriptive literature. The tenderer shall furnish the complete technical details of the equipment/services. The proposal should include all minor accessories even though not specifically mentioned in this specification but which are essential for the complete functioning of the entire work as specified in the scope of the work. The tenderer shall not be eligible for any extra charges

in respect of such minor accessories though not included in the tender and shall be handed over to JdVVNL on expiry/ termination of the contract.

23. PAYMENT:

Bill will be issued to the contractor with applicable taxes, as and when the order for printing of energy bill is placed. Irrespective of the no. of bill distributed, the contractor shall remit the payment within 10 days from the date of bill raised in account of Sr. AO (CPC), JdVVNL, Jodhpur.

Name: STATE BANK OF INDIA

Branch: Jaipur Collectrate

A/c No: 61128705435

IFSC code: SBIN0031026

24. DUTIES AND TAXES:

- i. Taxes as applicable/ leviable on services provided as attracted under the law shall be paid by the vendor, as per the prevailing Govt. rules.
- ii. Any statutory variation in existing rates of taxes /duties/ levies/charges during currency of contract shall be on /to Vendor's account.

25. MARKETING OF SERVICES:

All marketing materials produced by service provider for JdVVNL must first be approved by the JdVVNL.

26. PENALTY:

If payments are not transferred within stipulated time to JdVVNL then a penalty @ 18% per annum of the billed amount shall be levied on the vendor, if not deposited the same shall be recovered from available security deposits.

SECTION III :Pre-Qualification Requirements

JODHPUR VIDYUT VITRAN NIGAM LIMITED

Chief Accounts Officer (B&R)

TECHNICAL SPECIFICATIONS

Qualification Requirements:-

- a. The Bidder should be a registered firm and should be working in India for a minimum period of one years.
- b. The Bidder must be in the business of accepting payment through digital mode or Energy efficient product or Rooftop solar panel manufacturer/ Supplier/ Its Indian agent who is selling its products in India.
- c. The bidder shall have valid PAN, GST Number.
- d. Even though the Bidder's meet the above qualifying criteria, they are subject to be disqualified in case of following conditions:-
 - A) The Bidder is in litigation with JdVVNL.
 - B) The Bidder has made any false representation in the forms, statements and attachments submitted in proof of the pre-qualification requirements.
 - C) The Bidder has a record of poor performance such as abandoning of any allotted project, inability to complete any allotted project, delay in completion of any allotted project etc.
 - D) The Bidder has been black listed by any Government or its organizations.

NOTE: Documentary evidences in support of above criteria may be asked to be furnished /enclosed, failing which the bid shall be liable for rejection.

An undertaking to this effect (points mentioned above) is also required from the Bidder. If at a later stage it is found that any Bidder has wrongly certified, the bidder shall be liable for action under the law.

SECTION IV : General Scope of Work

OVERVIEW :

There are about 40 Lakhs consumers spread over 185 Sub-Divisions under 11 O&M circles of 10 districts of Rajasthan, namely Jodhpur ,Pali, Sirohi. Jalore, Bamer, Jaisalmer, Bikaner, Hanumangarh, Sriganganagar, and Churu. Number of sub-division(s)/ division(s)/Circle(s) and consumers may increase or decrease.

SCOPE OF WORK:

The objective of this NIT is to engage a service provider for advertising contents on energy bills for promotion of online/e-payment, uses of energy efficient products & Rooftop solar panels.

- a. The advertisement will be on the back side of energy bills in a space measuring 16.70 cm x 6.1 cm (101.87 Sq. cm) on the top & 3 cm x 8.2 cm (24.6 Sp. cm) in the bottom right corner.
- b. The advertisement shall only be related to promotion of online/e-payment, uses of energy efficient products & Rooftop solar panels with prior approval by this office in writing.
- c. Contractor shall provide advertisement material in soft/hard format at their cost and shall coordinate with the pre- printed bill format supplier of JdVVNL for proper printing of ads in the bill format.
- d. Advertisement will be printed in single/dual colour
Single colour: Blue
Dual colour: Blue and Red
- e. Vendor are allowed to display the digital/online payment, energy efficient products & Rooftop solar panels sign board, poster outside the cash counter of JdVVNL having maximum size of 3 feet x 4 feet.

SECTION V: FORMS AND ANNEXURES

TENDER SPECIFICATION NO.TN-03/2019-20

Annexure – I: General Profile of the bidder

1	Name of the Firm(in Block letters)	
2	Date of Establishment/Incorporation/Date of registration	
3	Correspondence address	
	Telephone No	
	E mail id	
4	Address Of head Office(if Separate)	
	Telephone No/Mobile No	
	Email address and website	
5	Status: Proprietary/Partnership/Private Limited/Public Limited company	
6	Name of the Partners/Directors and their contact No/Mobile No	
7	Name of chief executive with his present addresses Address & Contact Number	
8	Name of Representative (s) with Designation who would be co-ordinating with Discom	
9	PAN of firm	
10	GST Details	
11	Are you agreeable to abide strictly by the Terms and Conditions of the Tender and Contracts.	
12	If your Firm is empanelled with any of other Discom/Utility or any other PSU (Central) ,please give name and address	
13	Name and address and Tel No./Mobile No. of some of your most valued clients(Separate list may be attached)	
14	Tender Fees: Amount/Instrument Type/Number/Date & Bank	
15	EMD: Amount/Instrument Type/Number/Date & Bank	

Name:
Designation:
Signature:

Annexure –II : Technical & Commercial Deviations

Technical Deviations

S. No	JdVVNL'S specification clause	Deviation sought by the bidder
1		
2		
3		
4		

Commercial Deviations

S. No	JdVVNL'S specification clause	Deviation sought by the bidder
1		
2		
3		
4		

(Signature)
 Name & Designation
 With seal of the tenderer

Annexure –III : Commercial Bid Documents

The Chief Accounts Officer (B&R),
Jodhpur Vidyut Vitran Nigam Limited
New Power House,
JODHPUR-342001.

I/We M/s_____ hereby offer the following rates (per bill) **in excel file of BOQ through e-procurement website** of GoR for advertising on the said space of JdVVNL's electricity bills.

S.no	Item Description	Units	Rate offered per bill.
1	Size -16.70 cm x 6.1 cm- Single colour (Blue)	1	
2	Size -8.20 cm x 3 cm- Single colour (Blue)	1	
	Total " Schedule- "A"		
3	Size -16.70 cm x 6.1 cm- Single colour (Blue & Red)	1	
4	Size -8.20 cm x 3 cm- Single colour (Blue & Red)	1	
	Total " Schedule- "B"		

Any government taxes/levies will be paid as per prevalent rates & regulations.

We confirm we have read and fully understood the terms and conditions of the contract.

We agree to hold this price for a period of 2 year from the date of awarding the contract/HOA being signed.

Name:

Designation:

Signature:

Company/Firm Name & Seal:

EMD BANK GUARANTEE FORMAT

FOR TENDER NO. 03/2019-20

(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs. 0.25% of BG VALUE)

WHEREAS M/s. _____ (Name and Address of the Firm) having their registered office at _____ (Address of the Firm's registered Office) (hereinafter called the Tenderer) wish to participate in the Tender No.JPD/ Chief Accounts Officer (B&R)/..... for providing advertisement services on back side of electricity bills of 185 Sub-divisions of Jodhpur Vidyut Vitran Nigam Limited (JdVVNL) for Jodhpur Vidyut Vitran Nigam Limited (hereinafter called the "Beneficiary") and WHEREAS A Bank Guarantee for Rs _____/-(Rupees _____) valid till _____ (mention here date of validity of this Guarantee which will be 180 days from the date of technical bid opening, which is required to be submitted by the Tenderer along with the Tender.

We, _____ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at _____ (Address of Bank's registered Office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Jodhpur Vidyut Vitran Nigam Limited or any Officer authorized by it in this behalf any amount not exceeding Rs..... to the said Jodhpur Vidyut Vitran Nigam Limited on behalf of the Tenderer.

We, _____ (Name of the Bank) also agree that withdrawal of the tender or part thereof by the Tenderer within its validity or non-submission of Performance Security Deposit by the Tenderer within one month from the date of tender or a part thereof has been accepted by the Jodhpur Vidyut Vitran Nigam Limited would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary. This agreement shall be valid and binding on this Bank upto and inclusive of _____ (mention here the date of validity of Bank Guarantee) and shall not be terminated by notice or by Guarantor change in the constitution of

the Bank or the Firm or Tender or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the Jodhpur Vidyut Vitran Nigam Limited.

NOT WITHSTANDING anything contained hereinbefore our liability under this Guarantee is restricted to Rs..... Our Guarantee shall remain in force till _____(date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____(date should be 3 month after the above validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released discharged from all liabilities there under.

Place :

Date :

Please mention here complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.
Seal

Signature of the
Bank's authorized
Signatory with Official