

Independent review of Energy Audit of all the 147 Sub-divisions of Jodhpur Vidyut Vitran Nigam Limited (JdVVNL) for the F.Y. 2017-18

ABBREVIATIONS & DEFINITIONS

Agreement	The Agreement to be signed between the successful bidder and JVVNL
Affiliates	“ Affiliates ” means with respect to a Person, any Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person. “ Control ” and, with correlative meanings, the terms “ controlled by ” and “ under common control with ” mean (a) the power to direct the management or policies of a Person, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, resolution, regulation or otherwise, or (b) to own 50% or more of the outstanding voting securities or other ownership interest of such Person. “ Person ” means any juristic person.
Authorized Signatory	The bidder’s representative/officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective bidding firm.
Assignment	Projects undertaken in post 1 st April 2011. Projects started before, but continuing or completed post 1 st April 2011 will also be considered as an ‘ Assignment ’. For a project to be considered an Assignment, documents as referred to in Chapter 2 related to Pre-Eligibility Criteria shall be submitted.
Bidder / Tenderer	"Bidder" means any firm/ auditing/advisory agency/company/vendor, or a sole bidder responding to Invitation for Bids / Request for Proposal / Notice Inviting Tender and which is participating in the Bid
Bidding Consortium	“ Bidding Consortium ” shall refer to every Consortium Member collectively.
Bidding Documents	“ Bidding Documents ” refers to this RFP and the Contract collectively.
CMC	Contract Monitoring Committee
Coercive Practices	“ Coercive Practices ” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a bidding process, or

	affect the execution of a contract.
Collusive Practices	“ Collusive Practices ” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Discom, designed to influence the action of any party in a bidding process or the execution of a contract.
Company or Companies	“ Company ” or “ Companies ” shall refer to a company within the meaning of the Companies Act, 2013;
Consumer	“ Consumer ” will have the same meaning as that of “consumer” defined in the Electricity Act 2003 i.e. any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under the Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be.
Consulting Firm	“Consulting Firm” means Advisory/Auditing Firms
Contract	The “Contract” means a legally enforceable agreement entered into between JVVNL and the selected bidder(s) with mutual obligations.
Core Sales Turnover	“ Core Sales Turnover ” means sales from the normal and continued businesses in a twelve months period and excludes any extra-ordinary income and other income.
Contract Price	“ Contract Price ” means the price payable to the Consulting Firm as specified in the Contract, subject to such adjustments & additions thereto or deductions there from, as may be made pursuant to the Contract.
Corrupt Practice	“ Corrupt Practice ” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the bidding process or the execution of a contract.
Day	“Day” means a Calendar day
Discom	“ Discom ” means the entity receiving the works or services i.e one of Power distribution company in Rajasthan “Jodhpur Vidyut Vitran Nigam Limited (JdVVNL). Also referred to as “jodhpur Discom”.
EMD	Earnest Money Deposit
GoR	Government of Rajasthan
GST	Goods and Service Tax which may be levied during the currency of the contract subject to gazette notification.
INR	Indian Rupee

ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	“Letter of Intent” or “LOI” shall mean the letter to be issued by the Discom to the Bidder who has been identified as the selected/successful Bidder for the award of the Contract.
MIS	Management Information System
Month	Month refers to calendar month
NIT	Notice Inviting Tender
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
Parastatal	Organizations Owned or Controlled, wholly or partially by the government
PC	Procurement Committee
Project	“Project” refers to the provision of Energy Auditing and other associated services.
Project Site	The “Project Site” , wherever applicable, means the designated place or places where the project implementation is to be carried out.
PSD	Performance Security Deposit
Employer/Discom/ Procuring Entity/Purchaser/ Tendering Authority/Buyer	Person or entity that is a recipient of a works and services provided by the Selected Bidder under a purchase order or contract of sale . JdVVNL in this RFP document.
“Qualifying Requirement” , “Qualification Requirement” or “QR”	“Qualifying Requirement” or “QR” refers to the preliminary requirements which must be satisfied by a Bidder to participate in the bidding process initiated by this RFP.
RFP	Request for Proposal, an early stage in bidding process, issuing an invitation for bidders, through a bidding process, to submit a proposal on a specific commodity or service.
Services	“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the contract. A service is the intangible equivalent of an economic good. It involves all the services mentioned in “Scope of Work” .
Consulting Firm/ Vendor/ Successful Bidder/ Service Provider/ Selected Bidder	The bidder who will be finally selected and who gets into an agreement with the Discom for completing the services/ work mentioned in this bidding document.
SOW	“Scope of Work” or “SOW” refers to the detailed responsibilities of the Consulting Firm and the Discom(s) vis-à-vis the Project, to be fully detailed in the Contract in conformity with the works/responsibilities identified in this document as “SOW”
State Government	Government of Rajasthan
TC	Technical Committee

TIN	Tax Identification Number
GST	Goods and service Tax
WO/ PO	Work Order/ Purchase Order

A. INVITATION FOR BIDS (IFB) AND NOTICE INVITING BID

NIT Reference No.

Unique Bid No. TN-

Name & Address of the Discom	<ul style="list-style-type: none"> Name: jodhpur Vidyut Vitran nigam limited Office of The Chief Accounts Officer (B&R),
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Mr. K.A. Parihar Designation: Office of Chief Accounts Officer (B&R), Address – room no.23, office of CAO(B&R), new power house ,jodhpur Discom ,jodhpur(Raj) 342001
Subject Matter of Work	Contract document for Independent review of Energy Audit of all the 147 Sub-divisions of jodhpur Discom i.e. Jodhpur Vidyut Vitran Nigam Limited (JdVVNL) for the F.Y. 2017-18
Bid Procedure	Two-stage three part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Open competitive (L1 bidding process)
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://eproc.rajasthan.gov.in Tender Document Fees of Rs 2500/- (Rupees Two Thousand five hundred Only) The Banker's Cheque / Demand Draft should be drawn in favour of Sr. Accounts officer CPC, Jodhpur Discom from any Scheduled Commercial Bank. Processing Fees of Rs 1,000/- (Rupees One Thousand Only) The Banker's Cheque/ Demand Draft should be drawn in favour of "M.D., RISL, Jaipur" payable at "Jaipur" from any Scheduled Commercial Bank.
Bid Security (EMD) and Mode of Payment	<p>Amount (INR):20,000/- (Rupees twenty thousand only) 2% of estimated tender cost</p> <ul style="list-style-type: none"> Mode of Payment for Bid Security: The Banker's Cheque/ Demand Draft/ Bank guarantee should be drawn in favour of "Sr. Accounts

	Officer CPC, Jodhpur Discom from any Scheduled Commercial Bank.
Period of Sale of Bidding Document (Start/ End Date)	Start Date: 07.02.2019 End Date: 18.02.2019
Manner, Start/ End Date for the submission of Bids	Manner: Online at e-Procurement website (http://eproc.rajasthan.gov.in) • End Date: 18.02.2019
Submission of Banker's Cheque/ Demand Draft / Bank guarantee for Tender Fee, Bid Security, and Processing Fee	Up to: 18.02.2019 Upto 10:30 AM
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date: 18.02.2019 • Time: 11:30 AM • Place: Office of The Chief Accounts Officer (B&R), Jodhpur Discom, Jodhpur
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	180 Days from the date of Technical bid opening
EMD Validity	180 Days from the date of Technical bid opening
Commencement of work	1 week from the day of award of contract
Completion Period	1month from the day of commencement of work
Note:	

The Chief Accounts Officer (B&R),
JodhpurVidyut Vitran Nigam Limited,
New Power House, Jodhpur

1 BACKGROUND INFORMATION

1.1 Thematic Focus

Jodhpur Discom intends to engage a Consulting firm organization to conduct an independent review of energy audit of all the 147 Sub-divisions of Jodhpur Discom for FY 2017-18.

1.2 Project Objectives and Benefits

Objective: To arrive at a true and fair picture of AT&C losses, prevailing status of various billing parameters.

1.2.1 **Background**-Jodhpur Discom is public utility Company under the Department of Energy, Govt. of Rajasthan, which are engaged in the power distribution work across 10 districts of Rajasthan state.

This RFP intends to engage a Consulting Firm to conduct an independent review of energy audit of all the 147 Sub-divisions of Jodhpur Discom. Considering the objective of the Energy Auditing, this assignment is of extreme importance. Thus, Discom intends to select the bidder that possesses the requisite skills, manpower and professionalism to conclude this task in time bound manner.

PRE-ELIGIBILITY CRITERIA

1.3 The details of Pre-qualification requirements, Technical requirements and financial requirements are provided in the table below. The bidders are required to furnish details along with requisite documents along with Technical Bid.

Sl. No	Qualification Requirements	Document Required
Pre-Qualification Requirement		
1	The Bidder must be a company, registered under the Companies Act, 1956 or a partnership firm registered under Partnership Act or a Proprietorship firm & operational.	Self-attested copy of the Certificate of Incorporation/ Registration Certificate / Certificate of Commencement of Business.
2	The Bidder should be registered with the Goods and service tax department	(i) GST registration certificate (ii) Pan Card
3	The bidder must not have been blacklisted by any of the Central/ State power utilities in India for fraudulent or corrupt practices.	The bidder should provide an undertaking (self-certificate) that the bidder is not presently blacklisted for fraudulent or corrupt practices by any of the Central/ State power utilities in India in attached format as per Annexure III

Sl. No	Qualification Requirements	Document Required
Technical Requirement		
4	<i>The Bidder must have working experience of at least Two years in power sector in Energy Audit/Advisory services in regulatory matters.</i>	Copy of work order(s) mentioning the nature of work executed for any central / state / private power distribution utility for at least Two years.
5	<i>The bidder must have been awarded 'Two Assignments' related to computation of distribution losses and/or providing consultancy services in regulatory matters in which at least one should be related to computation of distribution losses in public or private sector power distribution utility in India and given reports to the satisfaction of the client.</i>	a) Copy of work order(s) mentioning the nature of work And (b) In case of completed 'Assignments' - copy of completion certificate against the submitted work order(s). Or (b) In case of ongoing 'Assignments': Certificate issued by the respective Central/State/Private utility
Financial Requirement		
6	<i>The Bidder should have a minimum average annual turnover of INR 1 crore (one Crore only) in last two (2) financial years (i.e.2016-17 &2017-18</i>	Copy of annual Audited balance sheets and profit and loss statements should be enclosed for the last two financial years along with CA Certificate indicating turnover during last two financial years.
7	The bidder must submit a letter of authorization from the Company authorizing a person to sign the documents on behalf of the company, submit technical, commercial information and attend meetings on behalf of the company.	Letter of authorization on Company's letter head in attached format as per Annexure I

1.4 Consortium

2.2.1 Consortium are not allowed to participate in this bidding

2.3 The bidder must submit all necessary documentary evidence to reveal that the bidder meets all of the above qualifying requirements.

2 SCOPE OF WORK, DELIVERABLES AND TIMELINES

2.1 Scope of Work

2.1.1 The scope of work is as follows -

- a. Independent review of sub-divisions wise, division wise, circle wise and JVVNL as whole AT&C losses for the FY 2017-18 from the data provided by JdVVNL in soft/hard copies.
- b. Independent review of achievement of AT&C loss reduction target issued vide letter no. F.4 (5) Energy/2015 dated 26/03/2018.
- c. Calculation of office-wise maximum incentive (MI) payable to employees of JdVVNL as per letter no. F.4 (5) Energy/2015 dated 26/03/2018.

2.1.2 Responsibility of Discom(s)

Following responsibilities will be on the part of Discom(s).

- i.) Providing input energy (import/export) received/ sent at interface points of Discom network.
- ii.) Providing information/records of related Sub-divisions/circles and Discom(s) as a whole in hard/soft copies (as per availability), after receipt of intimation from the bidder well in advance.
- iii.) Reviewing and providing comments on the reports shared by the appointed Consultancy Firm within 7 days of submission of Inception reports.

2.2 Deliverables and Timelines

You shall submit reports of all subdivisions to the nodal officer within 1 month after issuance of this order.

3 INSTRUCTION TO BIDDERS (ITB) & BIDDING PROCESS

3.1 General

3.1.1 To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, N code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).

3.1.2 Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, Instrument for Tender Fees, Processing Fees and Bid Security should be submitted physically at the designated office of Discom as prescribed in NIT and scanned copy of same should also be uploaded along with the technical Bid/ cover. **The Bidder should also submit the technical bid in hard copy also on/before due date and time of submission of bid.**

- 3.1.3 In case, any of the bidders fails to physically submit the Instrument for Tender Fee, Bid Security, and Processing Fee up to 5:00 PM on date 18.02.2019 its Bid shall not be accepted. The Instrument should be drawn in favour of “**Sr. Accounts Officer (CPC), JdVVNL**” and payable at “**jodhpur**” from any Scheduled Commercial Bank.
- 3.1.4 Discom will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 3.1.5 Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 3.1.6 Discom disclaims any factual or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal
- 3.1.7 The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

3.2 Overview

- 3.2.1 Geographical area of the Jodhpur Discom is spread over 10 districts having divided and Sub-divided in circles and Sub-divisions respectively as follows:-

3.2.2

Jodhpur Vidyut Vitran Nigam Ltd.(JdVVNL)	11 circles	147 Sub-divisions
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- 3.2.3 In case the number of Sub-divisions of any Discom is increases/ decreases due to what so ever the reasons, price payable shall accordingly be increased/decreased, proportionately.

3.3 Sale of Bidding/ Tender Documents:

- 3.3.1 The sale of bidding documents shall be commenced from the date given in NIT. The complete bidding document shall also be placed on the Discom and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the Discom.

3.4 Changes in the Bidding Document

- 3.4.1 At any time, prior to the deadline for submission of Bids, the Discom may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- 3.4.2 In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the Discom shall publish such

modification or clarification in the same manner as the publication of the initial bidding document.

3.4.3 In case, a clarification or modification is issued to the bidding document, the Discom may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

3.4.4 Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the Discom.

3.4.5 Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

3.5 Period of Validity of Bids

3.5.1 Bids submitted by the bidders shall remain valid during the period specified in the NIT/ bidding document. A Bid valid for a shorter period may be rejected by the Discom as non-responsive Bid.

3.5.2 Prior to the expiry of the period of validity of Bids, the Discom, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

3.5.3 Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

3.6 Format and Signing of Bids

3.6.1 Bidders must submit their bids online at e-procurement portal i.e. <http://eproc.rajasthan.gov.in>.

3.6.2 All the documents uploaded should be digitally signed with the DSC of authorized signatory.

3.6.3 A Two part three cover system shall be followed for the Bid: -

- i. Fees Details
- ii. Technical Bid, including eligibility & technical documents
- iii. Financial Bid

3.6.4 The bid shall consist of the following -

S. No.	Documents Type	Document Format
Cover-1:Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF): Demand Drafts (DD) for Tender Fees, E-Tender Processing Fees and EMD should be submitted physically at the designated office of the Discom as prescribed in NIT and scanned

		copy of same should also be uploaded along with the technical bid/ cover.
2.	Tender Processing Fee (E-Proc)	Scanned copy of same should also be uploaded along with the technical bid/ cover.
3.	Bid Security (EMD)	EMD format – Annexure VIII to be followed by the bidders (attached in the document)
Cover-2: Technical Bid Document		
4.	Technical Proposal Submission form	On Bidder's original letter head and as per format provided in Annexure III and duly signed by authorized signatory
5.	Bidder's Authorization Certificate	On Bidder's original letter head and as per format provided in Annexure I and duly signed by authorized signatory
6.	Self-declaration – no blacklisting	As per format given in Annexure II
7.	All the documents mentioned in the "Eligibility Criteria" in support of the eligibility (Requisite supporting documents meeting eligibility criteria as specified in Chapter 2)	
8.	Bidder's organization Profile	
9.	Approach & Methodology (As per the Scope of Work defined in Chapter 3)	
10.	Details of works along with necessary Work orders and Certificates required for each project for it to be considered an Assignment to the purpose of evaluating the technical bid. It is clarified that the bidder shall not be allowed to include an Assignment after the last date of the bid.	As per Annexure IV
Cover-3: Financial Bid Document		
11.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-V
12.	Financial Bid	As per BoQ (.XLS) format available on e-Proc portal Annexure –VI

3.6.5 The bid forms/templates/annexure etc., wherever applicable, shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, 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.

- 3.6.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized person signing the bid.
- 3.6.7 The bid, duly signed (digitally) by Auth. Signatory, should be uploaded on the eproc portal in respective file/ format.
- 3.6.8 Bidders must submit their bids online at eproc portal. Bids received by another other means shall not be accepted.
- 3.6.9 If bids are not submitted as per the details mentioned in this bidding document and eProc website, the Discom shall reject the bid.

3.7 **Alternative/ Multiple Bids**

- 3.7.1 Alternative/ Multiple Bids shall not be considered at all.

3.8 **Bid Security (EMD)**

- 3.8.1 Every bidder, if not exempted, participating in the bidding process will be required to furnish the bid security as specified in the NIT.
- 3.8.2 Government of Rajasthan and Union Government undertakings, corporations, companies; autonomous bodies managed or controlled by Government are not required to submit the EMD. Receipt of EMD or Registration certificate or Certificate that the bidder is a Government undertaking/ Corporation/ Company/ autonomous body as mentioned above shall necessarily accompany the sealed bid without which the bid shall be rejected forthwith.
- 3.8.3 Bid Security for the amount of Rs. /- (2% of estimated cost) shall be deposited in the form specified in the NIT.
- 3.8.4 Bid security of a bidder lying with the Discom in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- 3.8.5 The bid security may be given in the form of a banker's cheque or demand draft or Bank Guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- 3.8.6 The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the Discom.
- 3.8.7 Prior to presenting a submission, a bidder may request the Discom to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The Discom shall respond promptly to such a request.
- 3.8.8 The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement.
- 3.8.9 The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - i. when the bidder withdraws or modifies its bid after opening of bids;
 - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;

- iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - iv. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - v. To adjust any dues against the firm from any other contract with Discom.
 - vi. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- 3.8.10 Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- 3.8.11 No interest shall be payable on the bid security.
- 3.8.12 In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- 3.8.13 The Discom shall promptly return the bid security after the earliest of the following events, namely:-
- i. The expiry of validity of bid security;
 - ii. The execution of agreement for procurement and performance security is furnished by the successful bidder;
 - iii. The cancellation of the bidding process; or
 - iv. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- 3.8.14 Any Bid submitted without the EMD will be summarily rejected.

3.9 Bid Prices

- 3.9.1 All the prices would be quoted only in Indian Rupees (INR) currency.
- 3.9.2 Prices/ Rates shall be written both in words and figures. There would not be errors and/ or over-writings. Corrections/ alterations, if any, would be made clearly and initialled with date.
- 3.9.3 Goods and Service tax applicable would be shown separately in the Format for Price Quotation only.
- 3.9.4 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid including any discounts offered.
- 3.9.5 Prices quoted by the Bidder shall be fixed during currency of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- 3.9.6 The price quoted by the bidder shall be inclusive of all expenditure except goods and service tax which will be payable on actual basis as per applicable rates.
- 3.9.7 Unless otherwise indicated in the bid document, prices quoted shall correspond to 100% of the services to be provided.

3.10 Deadline for the submission of Bids

- 3.10.1 Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIT. Also the technical bid shall be submitted in hard copy also on/before the due date of submission of bid.
- 3.10.2 Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the Discom. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIT and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The Discom shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.
- 3.10.3 If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.
- 3.10.4 The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

3.11 **Withdrawal, Substitution, and Modification of Bids**

- 3.11.1 If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- 3.11.2 Bids withdrawn shall not be opened and processes further.

3.12 **Opening of Bids**

- 3.12.1 The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIT in the presence of the bidders or their authorized representatives who choose to be present.
- 3.12.2 The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- 3.12.3 The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

- 3.12.4 All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to JdVVNL).
- 3.12.5 The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
- i. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - ii. bid is valid for the period, specified in the bidding document;
 - iii. bid is unconditional and the bidder has agreed to give the required performance security; and
 - iv. Other conditions, as specified in the bidding document are fulfilled.
 - v. Any other information which the committee may consider appropriate.
- 3.12.6 No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- 3.13 All the technical bid covers, except the Commercial/ Financial cover, shall be opened one at a time, and the following read out and recorded: the name of the bidder; the presence of the processing fee, tender fee, EMD and any other details as the tendering authority may consider appropriate.
- 3.14 The Tendering authority shall prepare a record of the bid opening that shall include, at a minimum: the name of the bidder and the presence or absence of processing fee, Tender fee, and EMD. The bidder's representatives who are present shall be required to sign the attendance sheet.
- 3.15 The Commercial/ Financial cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids.
- 3.16 Selection Method**
- 3.16.1 Bidder would be selected on the basis of least cost method.
- 3.17 Clarification of Bids**
- 3.17.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- 3.17.2 Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- 3.17.3 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 committee in the evaluation of the financial Bids.
- 3.17.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- 3.18 Evaluation & Tabulation of Technical Bids**

Evaluation method

- 3.18.1 The technical bids will be technically evaluated giving due consideration to the Consulting Firm's conformity with the tender conditions, its capability to perform the assignment, past experience in carrying out works of similar nature, profile of personnel to be engaged for this assignment and financial capability.
- 3.18.2 Financial bids of bidders who meet the eligibility criteria, have qualified in technical bids shall only be opened and considered
- 3.18.3 After evaluating the Technical Bids, Discom shall notify the technically qualified bidders, the date, time and place for opening of the Financial Bids.
- 3.18.4 The bidder with lowest financial bid shall be ranked first and would be considered for selection.
- 3.18.5 The Discom, in observance of best practices, shall:
- Maintain the bid evaluation process strictly confidential as per the details below.
 - Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
 - Strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
- 3.18.6 Guiding Principle for Evaluation of Bids
- The tendering authority shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
 - The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications and proposed solution submitted by the bidder.
- 3.18.7 Determination of Responsiveness
- The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
 - A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - "deviation" is a departure from the requirements specified in the bidding document;
 - "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
 - A material deviation, reservation, or omission is one that,
 - if accepted, shall:-
 - affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - limits in any substantial way, inconsistent with the bidding documents, the Discom's rights or the bidder's obligations under the proposed contract; or

- b. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- iv. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- v. The Discom shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

3.18.8 Non-material Non-conformities in Bids

- i. The bid evaluation committee may waive any non-conformity in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- ii. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- iii. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in pre-qualification and Evaluation Criteria of this bidding document.

3.18.9 The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause 4.24, and shall be informed in writing about the date, time and place of opening of their financial bids.

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

3.19 Evaluation & Tabulation of Financial Bids

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

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

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

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

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

- Any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

3.19.5 The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.

3.19.6 conditional Bids are liable to be rejected;

3.20 **Correction of Arithmetic Errors in Financial Bids:**

3.20.1 The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a) 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 bid evaluation committee 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;
- b) 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
- c) 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 clause (a) and (b) above.

3.21 **Price/ purchase preference in evaluation:**

3.21.1 Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

3.22 **Negotiations**

3.22.1 Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

3.22.2 Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

3.22.3 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

3.22.4 The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

3.22.5 Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

3.22.6 In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to

reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

3.22.7 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

3.23 Exclusion of Bids/ Disqualification

3.23.1 The Discom shall exclude/ disqualify a Bid, if: -

- i. The bid is not submitted in accordance with the bidding document.
- ii. The bidder does not meet the minimum eligibility criteria as mentioned in the bidding document.
- iii. The bidder has imposed conditions in his bid.
- iv. During validity of the bid or its extended period, if any, increases his quoted prices.
- v. The bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- vi. The bidder has submitted the bid after due date and time.
- vii. The bidder is found to have a record of poor performance such as abandoning work, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- viii. The bidder has submitted bid, which is not accompanied by required documentation and EMD.
- ix. The bidder has failed to provide clarifications related thereto, when sought.
- x. The bidder has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- xi. The bidder is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.
- xii. The Bid materially departs from the requirements specified in the bidding document or it contains false information;
- xiii. The bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the Discom or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the bidding process;
- xiv. A bidder, in the opinion of the Discom, has a conflict of interest materially affecting fair competition.

3.23.2 A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

3.23.3 Every decision of the Discom to exclude a Bid shall be for reasons to be recorded in writing and shall be: -

- i. Communicated to the concerned bidder in writing;
- ii. Published on the State Public Procurement Portal, if applicable.

3.24 Lack of competition

3.24.1 A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIT all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIT would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that :-

- i. The Bid is technically qualified;
- ii. The price quoted by the bidder is assessed to be reasonable;
- iii. The Bid is unconditional and complete in all respects;
- iv. There are no obvious indicators of cartelization amongst bidders; and
- v. The bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

3.25 Acceptance of the successful Bid and award of contract

3.25.1 Prior to the expiration of the period of bid validity, the tendering authority shall notify the successful bidder, in writing, that its bid has been accepted.

3.25.2 The Discom shall award the Contract to the bidder whose offer has been determined to be the best bid and is substantially responsive to the bidding document, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.

3.25.3 Decision on bids shall be taken within original validity period of offers which shall be kept as per NIT. 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.

3.25.4 As soon as a bid is accepted by the Discom, its written intimation would be sent to the concerned bidder. If the issuance of formal Work Order is likely to take time, a L.O.I may be sent in the meanwhile. In the same intimation the bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value and deposit the amount of prescribed performance security deposit within 15 days from the date of issue of acceptance.

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

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

3.25.7 The bidders whose bids could not be accepted shall also be informed and asked to collect their EMD soon after the agreement with the successful bidder is executed and his performance security deposit is obtained. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

3.26 Information and publication of award:

3.26.1 Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIT.

3.27 Discom's right to accept or reject any or all Bids:

3.27.1 The Discom reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

3.28 Right to vary quantum of work

3.28.1 At the time of award of contract, the number of sub-division/division/circle to be audited, or services originally specified in the bidding documents may be increased, but such increase shall not exceed 20% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

3.28.2 If the Discom thinks at any time during the period of contract that it does not want the total number of sub-division/division/circle to be audited as against the number specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

3.28.3 Repeat orders for similar additional work may be placed on the rates and conditions given in the contract. The limits of repeat order shall be as under: -

- i. 50% of the value of services of the original contract.

3.29 Performance Security Deposit

3.29.1 In case of successful Bidder, the Earnest Money will be adjusted in arriving at the amount of the Performance Security Deposit.

3.29.2 The Consulting Firm shall, within seven (7) days of the notification of Work/ Contract award, provide a Performance Security deposit of 5% of the total contract value for the due performance of the Contract

3.29.3 The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss resulting from the Consulting Firm's failure to complete its obligations under the Contract.

3.29.4 The Performance Security deposit may be given in the form of a banker's cheque or demand draft or Bank Guarantee. The Performance Security deposit must remain valid thirty days beyond the original or extended validity period of the bid.

3.29.5 Refund of Performance Security deposit: The Performance Security deposit shall be refunded after 6 months from the expiry of the contract period subject to successful completion of the assignment as mentioned in bidding document and after effecting recoveries, if any.

3.29.6 Forfeiture of Performance Security deposit: Performance Security deposit shall be forfeited in the following cases: -

3.29.7 When any terms and condition of the contract is breached.

3.29.8 When the Bidder fails to commence, fails to fulfil the services obligations after partially executing the work order.

3.29.9 To adjust any dues against the firm from any other contract with Discoms.

- 3.29.10 No interest will be paid by Discoms on the amount of earnest money and performance security deposit.
- 3.29.11 Proper notice will be given to the Bidder with reasonable time before earnest money/ performance security deposit is forfeited.
- 3.29.12 Forfeiture of earnest money / performance security deposit shall be without prejudice to any other right of Discoms to claim any damages as admissible under the law as well as to take such action against the Bidder such as severing future business relation or black listing, etc.

3.30 Execution of Agreement for Contract

- 3.30.1 A contract shall come into force from the date on which the letter of contract is dispatched to the bidder.
- 3.30.2 The successful bidder shall sign the Agreement for Contract within 15 days from the date on which the letter of contract or letter of intent is dispatched to the successful bidder.
- 3.30.3 If the bidder, who has been selected for contract, fails to sign a written agreement for contract or fails to furnish the required security deposit within specified period, the Discom shall take action against the successful bidder as per the provisions of the bidding document. The Discom may, in such case, cancel the contract with the bidder and debar the bidder to participate in any future bid.
- 3.30.4 The bidder will be required to execute the agreement for contract on a Rajasthan non-judicial stamp of Rs. 1000/- at its cost and to be purchase from anywhere in Rajasthan only.

3.31 Cancellation of bidding process

- 3.31.1 If any bidding process has been cancelled, it shall not be reopened but it shall not prevent the Discom from initiating a new bidding process for the same subject matter of procurement, if required.
- 3.31.2 The Discom may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
- i. At any time prior to the acceptance of the successful Bid; or
 - ii. After the successful Bid is accepted in accordance with (d) and (e) below.
- 3.31.3 The Discom shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- 3.31.4 The decision of the Discom to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the bidding process.
- 3.31.5 If the bidder who's Bid has been accepted as successful fails to sign any written contract as required, or fails to provide any required security for the performance of the work order, the Discom may cancel the bidding process.
- 3.31.6 If a bidder is convicted of any offence under the Act, the Discom may: -
- i. Cancel the relevant bidding process if the Bid of the convicted bidder has been declared as successful but no contract has been entered into;
 - ii. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the contract has been entered into between the Discom and the convicted bidder.

3.32 Code of Integrity for Bidders

3.32.1 No person participating in a bidding process shall act in contravention of the code of integrity prescribed by the State Government.

3.33 Appeals

3.33.1 Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the Discom is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the Discom, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

- i. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
- ii. Provided further that in case the Discom evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

3.33.2 The officer to whom an appeal is filed under (4.35.1) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

3.33.3 If the officer designated under (4.35.1) above fails to dispose of the appeal filed under that sub-section within the period specified in (4.35.2) above, or if the bidder or prospective bidder or the Discom is aggrieved by the order passed, the bidder or prospective bidder or the Discom, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (4.35.2) above or of the date of receipt of the order passed under (4.35.2) above, as the case may be.

3.33.4 The officer or authority to which an appeal is filed under (4.35.3) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:

3.33.5 The officer or authority to which an appeal may be filed under (4.35.1) or (4.35.3) above shall be :

First Appellate Authority: As may be decided by the Board of directors

Second Appellate Authority: As may be determined by Government of Rajasthan

3.33.6 Form of Appeal:

- i. Every appeal under (4.35.1) and (4.35.3) above shall be as per **Annexure-VIII** along with as many copies as there are respondents in the appeal.
- ii. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- iii. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

3.33.7 Fee for Appeal: Fee for filing appeal:

- i. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- ii. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

3.33.8 Procedure for disposal of appeal:

- i. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- ii. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - a. hear all the parties to appeal present before him; and
 - b. Pursue or inspect documents, relevant records or copies thereof relating to the matter.
 - iii. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - iv. The order passed under (4.38.3) shall also be placed on the State Public Procurement Portal.

3.33.9 No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the Discom, shall be disclosed in a proceeding under an appeal.

3.34 Stay of procurement proceedings:

3.34.1 While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

3.35 Vexatious Appeals & Complaints:

3.35.1 Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to the Discom or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

3.36 Offences by Firms/ Companies

3.36.1 Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, firm. Liability shall be as per The Rajasthan Transparency Public Procurement Act 2012.

3.37 Debarment from Bidding

3.37.1 A bidder shall be debarred/blacklisted by the Discom if he 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.
- 3.37.2 A bidder debarred under (a) above shall not be eligible to participate in a bidding process of any Discom for a period not exceeding three years commencing from the date on which he was debarred.
- 3.37.3 If the Discom finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- 3.37.4 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 the Discom in respect of any bidding process or contract, the bidder may be debarred from participating in any bidding process undertaken by the Discom for a period not exceeding three years.
- 3.37.5 The Discom shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

3.38 Monitoring of Contract

- 3.38.1 An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by Discom to monitor the progress of the contract during its execution.
- 3.38.2 During the contract period the CMC shall keep a watch on the progress of the contract and shall ensure that the bidder has deployed sufficient resources in proportion to the quantum of work assigned to the Consulting Firm. The CMC will also inspect the performance of the agency from time to time.
- 3.38.3 If delay in providing the desired quality of service is observed a performance notice would be given to the selected bidder to take remedial action in that regard.
- 3.38.4 Any Change in the constitution of the Consulting Firm, etc. shall be notified forth with by the Consulting Firm in writing to the Discom and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- 3.38.5 No new business partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the Discom through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- 3.38.6 The selected Consulting Firm shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Discom except the one with whom the Bidder has partnered for the purpose of execution of the project (if any).
- 3.38.7 For this purpose the following shall be part of contract monitoring committee.
1. CAO (B&R) Also the Nodal officer.
 2. SE(IT) ,JdVVNL, Jodhpur
 3. SE(M&P) JdVVNL, Jodhpur

4 TERMS AND CONDITIONS, OF TENDER & CONTRACT

4.1 Definitions

For the purpose of clarity, the following words and expressions shall have the meanings assigned to them as under / under the heading Definition and Abbreviations earlier in this document: -

- a) "Contract" means the Agreement entered into between the Discom and the Successful Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the Successful Bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means calendar day.
- e) "Completion" means the fulfillment of the Related Works & Services by the Bidder in accordance with the terms and conditions set forth in the Contract.
- f) "Purchaser" means the entity that is a recipient of a works or services provided by the Selected Bidder, here it shall mean Discom.
- g) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Bidder.
- h) "Bidder" means any firm/ agency/ company/ supplier/ vendor responding to Invitation for Bids / Request for Proposal / Notice Inviting Tender and which is participating in the Bid.

4.2 General Conditions of Contract

- 4.2.1 The following GCC shall be applicable to and form part of the Contract to be executed between the Discom and the Consulting Firm unless specifically excluded or amended in the Contract.

4.3 Interpretation

- 4.3.1 In the event of an inconsistency between the terms of the Contract and the Proposal, the terms of the Contract shall prevail;
- 4.3.2 The clause headings are for convenient reference only and do not form part of this RFP;
- 4.3.3 Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 4.3.4 unless otherwise specified a reference to a clause, sub- clause, article or section is a reference to a clause, sub-clause or section of this RFP including any amendments or modifications to the same from time to time;

4.4 Corrupt Practices

- 4.4.1 The Consulting Firm, shall observe the highest standards of ethics during the execution of the Project;

- 4.4.2 The Discom will reject a Proposal for award if it determines that the Bidder recommended for award has engaged in Corrupt Practice, Fraudulent Practice, Collusive Practice, or Coercive Practices in competing for the Contract;
- 4.4.3 After the issuance of the LOI if it comes to the knowledge of the Discom that the Consulting Firm has engaged in Corrupt Practice, Fraudulent Practice, Collusive Practice, or Coercive Practices at any stage, the Discom shall forthwith terminate the Contract as per the provisions of Clause related to termination.

4.5 **Language**

- 4.5.1 The official language of the Bidding Documents is English. Contract as well as all correspondence and documents relating to the Contract exchanged by the Consulting Firm and the Discom, shall be written in English. Supporting documents and printed literature that are part of the Bidding Documents 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, the English translation shall govern.

4.6 **Conditions Precedent to the Contract**

- 4.6.1 The Consulting Firm shall submit an unconditional and irrevocable performance security deposit to Discom from any nationalized bank / Scheduled bank as per the GCC.

4.6.2 **Taxes & Duties**

- 4.7 The Goods and service tax shall be payable extra at the applicable rate. Any statutory variation in rates of Goods and service tax during the contracted completion period shall be to Nigam's account.
- 4.7.1 Any income tax, surcharge on income tax and other corporate taxes including work contract tax, service tax and entry tax as applicable/ leviable on the goods procured from outside Rajasthan as attracted under the law, shall be deducted at source, as per the prevailing Govt rules by payment making authority from each bill. Necessary TDS certificate shall be issued by payment making authority.

4.8 **Disputed Payments**

- 4.8.1 An invoice raised by selected bidder can be disputed by Discom. However, Discom shall endeavour make payment of undisputed amount to the selected bidder.
- 4.8.2 All disputed penalties shall be resolved by way of appropriate dispute resolution mechanism detailed in the Contract and there shall be no right to offset such penalties against amounts owed to the selected bidder, without undertaking the aforementioned appropriate dispute resolution.

4.9 **Settlement of Disputes:**

- 4.9.1 General: If any dispute arises between the Consulting Firm and Discom during the execution of a contract that would be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Consulting Firm on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The

Consulting Firm will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the Consulting Firm.

- 4.9.2 Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions and same shall be submitted for the decision of tender sanctioning Procurement Committee agreed by the decision of above procurement committee.
- 4.9.3 Procedure for reference to the Standing Committee: The Consulting Firm shall present his representation to the Chairman, Discom(s) along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lac, within three months from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the Consulting Firm shall prepare a reply of representation and shall represent the Discom's stand before the standing committee. From the side of the Consulting Firm, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the Consulting Firm and Discom. The standing committee, if it so decides, may refer the matter to the Board of Directors of Discom for further decision.
- 4.9.4 Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction at jodhpur, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.
- 4.9.5 Arbitration:
- i. Any Dispute not settled amicably as above, shall, at the request of either party, be submitted to arbitration by a panel of three arbitrators. Arbitration proceedings shall be conducted according to the provisions of Arbitration and Reconciliation Act, 1996.
 - ii. While submitting the dispute or difference to arbitration in accordance with this clause the party so submitting shall, in its notice, specify the name of one arbitrator appointed by it. Within 30 (Thirty) Days of receipt of notice, the other party shall appoint an arbitrator. The third arbitrator (who will act as a chairman) shall be nominated by the two arbitrators appointed as aforesaid or, failing such nomination within 30 (Thirty) Days of the appointment of the second arbitrator shall be appointed in accordance with the Arbitration and Reconciliation Act, 1996.
 - iii. The language of arbitration shall be English. The venue of arbitration shall be jodhpur.
 - iv. The arbitral award shall be reasoned in writing. The arbitrators shall also decide on the cost of arbitration proceedings.
 - v. The parties agree that the award of the arbitrators shall be final and binding upon the parties.
 - vi. Notwithstanding anything to the contrary, the provisions of this Clause shall survive the termination of the Contract.

4.9.6 The Consulting Firm and the Discom shall continue to perform their respective obligations under the Contract during the conduct of the dispute settlement procedures.

4.10 **Governing Laws**

4.10.1 The Contract shall be governed by and interpreted in accordance with the laws of India. The High Court of Judicature in the State of Rajasthan and Courts subordinate to it shall have exclusive jurisdiction in respect of any disputes relating to the bidding process, award of Contract and execution of the Contract.

4.11 **Confidential Information**

4.11.1 The Discom and the Consulting Firm undertake to each other to keep confidential all proprietary information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading to or the entering of the Contract.

4.11.2 After the entering of the Contract the Discom and the Consulting Firm shall keep confidential and shall not, without the written consent of the other party, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

4.11.3 The Discom shall not use such documents, data, and other information received from the Consulting Firm for any purposes unrelated to the Contract. Similarly, the Consulting Firm shall not use such documents, data, and other information received from the Discom for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

4.11.4 The confidentiality obligations of a party hereunder, however, shall not apply to information that:

- i. The Discom or Consulting Firm need to share with the institutions participating in the financing of the Project;
- ii. Now or hereafter enters the public domain through no fault of that party;
- iii. Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

4.11.5 The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by either the Discom or the Consulting Firm prior to the date of the Contract.

4.11.6 Both the Discom and the Consulting Firm undertake to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by its employees and agents.

4.11.7 The provisions of this GCC Clause shall survive completion or termination, for whatever reason, of the Contract.

4.12 **Sub-Contracting**

4.12.1 The sub-contracting is not allowed. The Consulting Firm found to sub-contract a part or entire work shall liable for a breach under the Contract.

4.13 Provisions Relating to Staff

- 4.13.1 The Consulting Firm shall provide its own staff for providing all the services under the Contract. The Consulting Firm shall be responsible for following all laws relating to employment and for depositing all statutory amounts pertaining to its employees under the applicable statutory provisions. The Consulting Firm shall submit to the Discom, a certificate of conformance to all labour related statutory provisions every month.
- 4.13.2 The Consulting Firm does not have any obligation to accept any employee of Discom on deputation for this Project. However, upon written request from the Consulting Firm, the Discom shall, consider at its sole discretion, to depute such of its named staff requested by the Consulting Firm. All expenses of such employees with agreed deputation allowance will be borne by the Consulting Firm.
- 4.13.3 Other than as aforesaid, the Consulting Firm may not solicit Discom employees to join its services for the term of the Contract. The Discom may not solicit Consulting Firm employees to join its services for one year after the term has ended.
- 4.13.4 The Consulting Firm shall be responsible for the identification and control of Corrupt Practices by its employees in the delivery of the services.
- 4.13.5 If the Consulting Firm finds that any of its employees has engaged in Corrupt Practice, Fraudulent Practice, Collusive Practice, or Coercive Practices, such employee shall be forthwith removed from performing any activity relating to the Contract and shall be dealt with under the disciplinary processes of the Consulting Firm's service conditions.
- 4.13.6 Where such Corrupt Practice by the employee has material financial implications and amounts to criminal conduct, the Consulting Firm is free to prosecute such employee for such criminal conduct.
- 4.13.7 Each case of corruption dealt with by the Consulting Firm shall be informed in writing to the Discom.

4.14 Insurance

- 4.14.1 The agency at its cost shall arrange, secure and maintain all necessary insurance as may be pertinent to the Project and obligatory in terms of law to protect its interest and interest of the Discom. The responsibility to maintain adequate insurance coverage at all time during the term of the Contract shall be that of the Agency alone. The Agency's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

4.15 Indemnification

- 4.15.1 The Agency during the term of the Contract shall indemnify, defend and hold the Discom harmless against:
- i. Any acts of omissions / commission of the Agency with regard to the Scope of Work. In such event, Agency shall have no claim for compensation, incentive or any other claim against Discom.
 - ii. Claims against Discom made by any third party for any act of commission or omission by Agency and co-operate with Discom in defending any action with the third party.
 - iii. Non-compliance with the laws, regulations, orders and directives by the Agency.
 - iv. Any penalty imposed on account of non-compliance as stated hereinabove.
 - v. This indemnity shall survive 3 (Three) years beyond the term of the Contract.

4.15.2 Discom shall indemnify, defend and hold the agency harmless against the acts of commission/omission in the Area under jurisdiction of Discom.

4.15.3 The indemnity Bond shall be furnished by the Agency before commencement of the work and shall be valid till the completion of work.

4.16 **Limitation of Liability**

4.16.1 Except in cases of gross negligence or wilful misconduct:

- i. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Consulting Firm to pay penalties to the Discom; and
- ii. The aggregate / cumulative liability of the Consulting Firm to the Discom, whether under contract, in tort, or otherwise, shall not exceed 20% (Twenty Percent) of the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective Goods, or to any obligation of the Consulting Firm to indemnify the Discom with respect to patent infringement.

4.17 **Change in Laws and Regulations**

4.17.1 Unless otherwise specified in the Contract, if after the date of the invitation for bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India and such change affects the Assignment, then the Consulting Firm shall inform the Discom in writing about such change explaining the effect of the change to the Consulting Firm's obligations under the Contract. The Discom and the Consulting Firm shall negotiate in good faith and alter such terms as needed to affect continuation of the Contract.

4.18 **Events of Default / Breach of Contract**

4.18.1 Unless any such event occurs as a result of a force majeure event, the Discom and or the Consulting Firm (as per context), shall be in breach of the Contract in the event of:

- i. A material failure to perform material obligations under the Contract;
- ii. Failure to conform to the any statutory provisions / regulatory orders that apply to the Contract.

4.18.2 Breach Capable of Remedy: the Discom and or the Consulting Firm may notify the other of a breach by it in writing. The party in breach shall forthwith take any actions needed to remedy the breach upon receipt of the notice. If the remedy shall take more than 30 (Thirty) Days then the party in breach shall inform the other of such time requirements. Within 30 (Thirty) Days, or such other time as may have been agreed, the party in breach shall notify the other of the breach having being remedied. If the breach is not remedied by the party in breach within the stipulated time, it must show bona fide action towards remedy and seek a further extension of time from the other party. If the breach is not remedied even after an extension of the time, the notifying party shall have the right to terminate the Contract.

4.18.3 Breach Not Capable of Remedy: The notifying party may notify the party in breach of a Breach by it in writing. It shall also commence any action within its powers (other than termination of the Contract) to mitigate any damage or limit its liability because of the breach by the party in

breach. The notifying party shall set out in writing, any costs incurred or expected to be incurred or damages incurred or likely to be incurred directly as a result of a breach, to the party in breach. The two parties shall negotiate in good faith to reach a settlement for the costs / damages using the dispute resolution procedure if needed. If an amicable settlement is not reached, the notifying party shall have the right to terminate the Contract.

4.19 Force Majeure

- 4.19.1 Neither the Discom nor the Consulting Firm shall be liable to the other if, and to the extent, that the performance or the delay in performance of any of its obligations under the Contract is prevented, restricted, delayed or interfered with due to occurrence of any event of force majeure including acts of God, acts of any Government (de-jure or defacto) or regulatory body or public enemy, war, riots, industry wide strikes, state wide strikes, political agitation or boycott, communal strife, civil commotion, act of foreign enemy or terrorist or military action, politically motivated sabotage, any political or economic upheaval, disturbance, movement, struggle or similar occurrence, invasion, armed conflict or act of foreign enemy, blockade, insurrection, extremely adverse weather conditions, floods, lightning, earth-quake, landslide, cyclone, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion, any judgment or order of court of competent jurisdiction or statutory authority made against the Consulting Firm in any proceedings for reasons other than Failure of the Consulting Firm to comply with any applicable laws or applicable permits or on account of breach of any applicable laws or applicable permits or of any contract or Enforcement of the Contract or exercise of any of its rights under the Contract by the Discom, or any event or circumstances of nature analogous to any of the foregoing.
- 4.19.2 The party claiming an event of force majeure shall promptly notify the other party in writing and provide full particulars of the cause or the events and the date of first occurrence thereof as soon as possible after the event and also keep the other party informed of any further developments.
- 4.19.3 The party so affected shall use its best efforts to remove the cause of non-performance and the parties shall resume performance hereunder when events pertaining to this clause are removed.
- 4.19.4 In the event of a force majeure condition applying to a part of the Project Area the Consulting Firm may seek a delay due to force majeure for that area and is obliged to continue normal service and fulfil all obligations under this Contract in all areas not affected by the force majeure event.
- 4.19.5 A condition of force majeure shall not relieve any party of any obligations due under the Contract prior to the event of force majeure.

4.20 Termination of Contract on Discom's Initiative

- 4.20.1 The Discom reserves the right to terminate the contract either in part or in full due to reasons other than those mentioned under clause entitled Consulting Firm's default. The Discom shall in such an event give fifteen days (15 days) notice in writing to the Consulting Firm of his decision to do so.
- 4.20.2 The Consulting Firm upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all

orders and contracts to the extent they are related to the work terminated and terms satisfactory to the Discom.

4.20.3 In the event of such a termination the contract shall be cancelled without any liability on either side.

4.20.4 If the Consulting Firm is an individual or a proprietary concern and the individual or the proprietor dies and if the Consulting Firm is a partnership concern and one of the partners dies, then unless the owner is satisfied that the legal representatives of the individual Consulting Firm or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Consulting Firm of the contract, The decision of the owner that the legal representatives of the deceased Consulting Firm or surviving partners of the Consulting Firm's firm cannot carry out and complete, the owner shall not hold the estate of the deceased Consulting Firm and / or the surviving partners of the estate of the deceased Consulting Firm and /or the surviving partners of the Consulting Firm's firm liable to damages for not completing the contract.

4.21 **Consulting Firm 's Default**

4.21.1 If the Consulting Firm neglect to execute the works with the diligence and expedition or refuse or neglect to comply with any reasonable orders given to him, the Discom may give notice in writing to the Consulting Firm make good the failure, neglect or contravention complained of should the Consulting Firm fail to comply with the notice within thirty (30) days from the date of service thereof, In addition, such action by the Discom as aforesaid shall not relieve the Consulting Firm of his liability to pay liquidated damages for delay in completion of works.

4.21.2 The termination of the contract under this clause shall not entitle the Consulting Firm to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

4.22 **Assignment and Ownership**

4.22.1 The Consulting Firm shall not assign, in whole or in part, its obligations under the Contract to any other agency.

4.22.2 The Consulting Firm shall always remain within the beneficial ownership of the Bidder for the term of the Contract.

4.23 **Public disclosure**

4.23.1 All materials provided to the Discom by the Bidder are subject to national and state public disclosure laws such as RTI etc.

4.23.2 Save to fulfil its obligations under Consumer engagement service, the Consulting Firm shall not make or permit to be made a public announcement or media release about any aspect of the Contract without prior written consent from the Discom, which shall not be unreasonably withheld.

4.23.3 The Consulting Firm may disclose details of the Project to the extent necessary to authorities having jurisdiction e.g. stock exchanges, tax authorities etc.

4.24 Survival

4.24.1 The clauses in the Contract which by their nature are intended to survive after termination of the Contract shall remain in effect after such termination.

4.25 Extension in Delivery Period and Liquidated Damages (LD)

4.25.1 Except as provided under clause "Force Majeure", if the successful bidder fails to perform the works and services within the period specified in the Contract, the Discom may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Discom may terminate the Contract pursuant to clause "Termination".

4.25.2 The time specified under clause 6.2 of SCC in the bidding document shall be deemed to be the essence of the contract and the successful bidder shall provide work and services within the specified period.

4.25.3 Delivery completion period may be extended with or without liquidated damages, if the delay in the service is on account of hindrances beyond the control of the successful bidder.

- i. The successful bidder shall request in writing to the Discom giving reasons for extending the delivery period of service, if he finds himself unable to complete the service within the stipulated delivery period or is unable to maintain prorate progress in service delivery. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of service after which such request shall not be entertained.
- ii. The Discom shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and recommends the competent authority on the period of extension which should be granted with or without liquidated damages.
- iii. Normally, extension in delivery period of service in following circumstances may be considered without liquidated damages:
 - (a) When delay has occurred due to delay in supply of data, details etc. if Discom was required to supply them to the Consulting Firm as per terms of the contract.
- iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of service.
- v. It shall be at the discretion of the concerned authority to accept or not to accept the services rendered by the Consulting Firm after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted.

- vi. The competent authority shall have right to cancel the contract with respect to undelivered service.
 - vii. If Discom in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- 4.25.4 In case the work undertaken is not completed within the completion schedule as per clause 6.2 of SCC and delayed, following percentage of value of the ordered work will be recovered from the bill as under:-

Sl. No.	Condition	LD*
a.	Up to one month	2.5 %
b.	More than a month but less than two months	5.0 %
c.	More than two months but less than three months	7.5 %
d.	More than three months	10.0 %

- i. The maximum amount of liquidated damages shall be 10% of the value of the work order provided under this contract.
- ii. *The percentage refers to the payment due for the associated work or service.

5 SPECIAL CONDITIONS OF CONTRACT (SCC)

5.1 Terms of Payment

5.1.1 Payment shall be made by the Discom only after submission of project deliverables, delivery of services and acceptance of the task detailed as below, to the entire satisfaction of the jodhpur discom and shall be subject to liquidated damages and penalties:

5.1.2

Deliverables	Payment
Final Reports after incorporating comments/feedback of the Discom	100% of the contract value

5.2 Invoicing & payments

5.2.1 After fulfilment of each of the terms & conditions mentioned above, the bidder will raise bills of the payable amount in the name of CAO (B&R) of JdVVNL Jodhpur and as the case may be, in triplicate. The bills received by the shall be jointly verified by the CAO(B&R) and SE(IT) the and shall be sent to their respective centralised payment cells for payment and booking expenditure against the respective circles in equal proportion.

5.2.2 The invoice shall be submitted by hand in five copies marked Original to JdVVNL officials (3 copies), and Consulting Firm copy. When the invoice is delivered, the Discom shall acknowledge receipt by signing, dating and stamping the Consulting Firm copy and returning it to the Consulting Firm.

5.2.3 The invoice shall be accompanied by the following –

- Deliverables as indicated in clause 3.3

5.2.4 The Discom, upon receipt of the invoice and accompanying documentation, shall verify the invoice within 7 (Seven) Working Days and send it to accounts or other concerned department for processing of payment.

5.2.5 The payment shall be released within 30 working days post verification of the invoice.

Annexure I
BIDDER'S AUTHORIZATION CERTIFICATE
(To be enclosed with the technical bid)

To,

The **Chief Accounts Officer (B&R)**

JdVVNL, Jodhpur

<Bidder's Employee Name> _____, <Designation>
_____ is hereby authorized to sign relevant documents on behalf of the company/
firm in dealing with Bid of reference <Bidder Name, Dept& Date> _____. He is
also authorized to attend meetings & submit pre-qualification, technical & commercial information
as may be required by you in the course of processing the above said Bid. For the purpose of
validation, his/ her verified signatures are as under.

Thanking you,

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

Annexure - II
SELF DECLARATION – NO BLACK LISTING
(To be enclosed with the technical bid)

To,

The Chief Accounts Officer (B&R),

JdVVNL, Jodhpur

In response to the Tender Ref. No. _____ dated _____, as an owner/ partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____ 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.

We further declare that presently our Company/Firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

Annexure III: TECHNICAL PROPOSAL SUBMISSION FORM

To,

The Chief Accounts Officer (B&R)

JdVVNL, Jodhpur

[Reference No.]

Dear Sir,

Ref: Request for Proposal (RFP) Notification dated..... No.....

1. I/We, the undersigned bidder, having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work and in conformity with the said bidding document.
2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Discom for carrying out the project in accordance with your RFP.
4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
5. I/We agree to abide by this RFP for a period of days as specified in the NIT from the closing date fixed for submission of bid as stipulated in the RFP document.
6. I/We understand that the Discom is not bound to accept any bid received in response to this RFP.

7. In case we are engaged by the Discom, we shall provide any assistance/cooperation required by Discom, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We understand that our non-cooperation for the same shall be grounds for termination of service.

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

Annexure IV: FIRM’S PAST EXPERIENCE

**Relevant Services Carried Out With Reference To Scope of Work
That Best Illustrate Qualification**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

I. Energy Audit/Advisory services in regulatory matters related Experience

Sl. No.	Name of Assignment and Brief description of services	Name and Address of Client	Duration of work in months (Start date- End date)	Project Cost	Completed / on-going
1					
2					
-					
-					
-					

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

**Annexure V:
FINANCIAL PROPOSAL SUBMISSION LETTER**

To,

The **Chief Accounts Officer (B&R),**

JdVVNL,Jodhpur

[Reference No.]

Dear Sir,

Ref: Request for Proposal (RFP) Notification dated..... No.....

Sir/ Madam

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the requirements. The quote/ price are exclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties excluding service tax which shall be paid extra, as per rates applicable and need not be included in the rate quoted.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bid document.

I / We agree to abide by this bid for a period of 180 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We agree to all the terms & conditions as mentioned in the bid document and submit that we have not submitted any deviations in this regard.

We understand that you are not bound to accept the lowest or any bid you may receive.

Yours sincerely,

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

**Annexure VI
PRICE SCHEDULE**

(To be filled by the bidder in BoQ (.XLS file) on eProc website with a cover letter on his Letter head)

Tenders Inviting Authority: Chief Accounts Officer (B&R)

Name of work: Independent review of energy audit of all the 147 Sub-divisions of Jodhpur discom.

Contract No. 03/2017-18

After careful and analytical study of the scope of work given in Chapter 3 and considering all the terms & conditions prescribed under Chapter 5 and 6 of this bid, I/we are offering my / our prices for independent review of energy audit of all the 147 Sub-divisions of JdVVNL for the F.Y. 2017-18

PRICE SCHEDULE

Bidders must note that:-

1. This BOQ template must not be modified/replaces and the same should be uploaded after filling the relevant columns.
2. Bidders are only allowed to enter bidders name & value of rates offered in INR (Rs) only.
3. Bidder may offer prices for any one or two or for all the three Discom.
4. Excepting service tax, all taxes & duties applicable if any shall also be payable by the bidder.

Name Discom	Indicators	Price in Figure	Price in Words
JdVVNL			

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

Annexure- VII
MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

- Particulars of appellant:
 - Name of the appellant: <please specify>
 - Official address, if any: <please specify>
 - Residential address: <please specify>
- Name and address of the respondent(s):
 - <please specify>
 - <please specify>
 - <please specify>
- Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Discom in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>
 - If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>
 - Number of affidavits and documents enclosed with the appeal: <please specify>
 - Grounds of appeal (supported by an affidavit): <please specify>
- Prayer: <please specify>

Place

Date

Appellant's Signature

Annexure- VIII
EMD BANK GUARANTEE FORMAT

FOR TENDER NO.

(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.100)

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 Independent review of Energy Audit of all the 147 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 Rs20,000/-(rupees twenty thousand) 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 Jaipur 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 Tender 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 1 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.

Signature of the
Bank's authorized
Signatory with Official Seal