

REQUEST FOR PROPOSAL (RFP) FOR
CYBER SECURITY ASSESSMENT OF IT
INFRASTRUCTURE AND
APPLICATIONS

TN - IT - 22



Purchaser

Jodhpur Vidyut Vitran Nigam Limited
(JdVVNL), Jodhpur

Office of the Superintending Engineer (IT), JdVVNL,
Jodhpur

Email: SEIT.JDVVNL@RAJASTHAN.GOV.IN

NOTICE INVITING TENDER

Reference No: TN-IT-22

Jodhpur Vidyut Vitran Nigam Ltd.(Jd.V.V.N.L.), invites tenders for professional services from reputed Companies registered under the Companies Act 1956/2013 or a Partnership firm registered under Partnership Act 1932/2008 or a Proprietor firms for the work of Cyber Security Assessment of IT Infrastructure and Applications, through e-tendering system.

The contract period shall be initially for a period of One years from the date of work order. The contract period may further be extended with mutual agreement on satisfactory performance, same rate & terms and conditions as per Rule 73 “Right to vary quantity” of RTPP Rules-2013.

Mode of Bid Submission	Online through e-Procurement/e-Tendering system at https://eproc.rajasthan.gov.in
Tendering Authority	Superintending Engineer (IT) Jodhpur Vidyut Vitran Nigam Ltd. New Power House, Jodhpur342003
Estimated cost of Project	25 Lac
Contact Persons	SE (IT), Jodhpur Email: SEIT.JDVVNL@RAJASTHAN.GOV.IN
Submission of Banker's Cheque/ Demand Draft in favour of Sr. AO (CPC), JdVVNL, Jodhpur against Tender Document Fee (including GST@ 18%) deposited in the office of the Sr. AO (CPC) (non-refundable), payable at Jodhpur, Rajasthan. The bankers cheque / Demand Draft / copy of bank statement showing payment of Rs. 2950/- will have to be furnished with the Bid.	Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty Only) OR Rupees 1475/- (Rupees One Thousand Four Hundred Seventy Five Only) for MSME situated in Rajasthan classified under Section 7(1) of MSME Development Act 2006.
Submission Demand Draft for e-Tender Processing Fee with SE(IT),JdVVNL in favour of M.D, RISL payable at Jaipur(non-refundable)	Rs. 1180/-
Submission of Bid Security through DD / Bankers Cheque in favour of Sr. AO (CPC), JdVVNL or in the form of BG in the name of SE (IT), JdVVNL, Jodhpur (BG on stamp	Rs. 62,500 /-

paper of 0.25% of BG amount or maximum up to Rs. 25,000/-).	OR Rupees 31,250 for MSME situated in Rajasthan classified under Section 7(1) of MSME Development Act 2006.
Submission Date for Banker's Cheque/ Demand Draft / BG for Tender Fee, BID SECURITY, and Processing Fee.	The deadline for submission of these instruments is up to 4.00 PM one day prior to date of tender. The Bidder can submit these instruments before the deadline. The bidders are required to furnish the proof of depositing all the payments in the office and attach the scan of receipts with online bids.
Last date of receipt of clarifications/queries	24/02/2021
Publishing Date/Time	16/02/2021: 6.00 PM
Document Download / Sale Start Date	16/02/2021: 6.30 PM
Document Download / Sale End Date/Time	08/03/2021 : 6.00 PM
Bid submission Start Date/Time & Place of submission of bids	17/02/2021: 6.30 PM on e-proc portal
Bid submission Last Date/ Time	09/03/2021 : 6.00 PM
Last date & Time for Submission of Banker's Cheque/ Demand Draft for Tender Fee, EMD, and Processing Fee	09/03/2021 : 4.00 PM
Date, Time and Place of Opening of Technical Bids	10/03/2021: 3.00 PM
Date & Time of Opening of Financial Bids	To be intimated later
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	www.energy.rajasthan.gov.in/jdvvn/ www.eproc.rajasthan.gov.in http://sppp.rajasthan.gov.in
Bid Validity & BID SECURITY Validity	Bid Validity: 90 Days from the date of Financial Bid Opening. BID SECURITY Validity: 180 days from date of Technical Bid opening. If required, the same shall be requested to be extended.

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

Before bidding under this bid, bidder should ensure that they

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

NOTE:

1. The bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in.
2. Bidders who wish to participate in this tender will have to register on <https://www.eproc.rajasthan.gov.in> To participate in online tenders, Bidders will have to procure Digital Signature Certificate (Type – II or Type – III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, Safecrypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for future assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.

Contact No. 0141 – 4022688 (Help desk of RISL - 10.00 AM to 6.00 PM on all working days)

E-mail: eproc@rajasthan.gov.in

Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

3. Bidders should go through the website <https://www.eproc.rajasthan.gov.in> should refer to the website and go through the link “Help For Contractors”, “Information About DSC”, “FAQ” and “Bidders Manual Kit” and **Section-I** to know the process for submitting the electronic bids at the website.
4. The ‘Instructions to bidders’ and other terms and conditions of this tender pertaining to the bidding process generally follow the guidelines of e-tendering system of the government of Rajasthan, available at URL <https://www.eproc.rajasthan.gov.in>. However, wherever there is any anomaly between the conditions referred to in this tender document and the GoR e-tendering system, the later shall be final.
5. The complete tender document has been published on the websites, www.energy.rajasthan.gov.in/jdvvn1 and <https://www.eproc.rajasthan.gov.in> for the purpose of downloading.
6. The downloaded tender document shall be considered valid for participation in the bid process subject to submission of required Tender fees, e-Tender

Processing Fee and BID SECURITY as mentioned in the NIT Section table. A copy of receipt of the tender fees, e-Tender Processing Fees & BID SECURITY must be enclosed along with the Technical bid/ proposal failing which the bid will be summarily rejected. The last date of submission of these Original instruments is mentioned in the NIT Table. The Bidder must take due care in submitting the instruments and collecting receipts from Jodhpur Discom so that the Originals are submitted in hard copy and receipt scans are uploaded with the Technical Bid, before the Bid Submission Deadline.

7. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally by the Bidder. The Technical and Financial Bid which is uploaded on eproc portal must be signed and stamped on each relevant page by the designated Authorized Representative of the bidder. The name, designation and authority of the designated Authorized Representative of the Bidder shall be stated in the Bid.
8. No contractual obligation whatsoever shall arise from the tender document/bidding process unless and until a formal contract is signed and executed between the purchaser and the successful bidder(s).
9. JdVVNL disclaims any factual/ or any other errors in this tender document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid.
10. Bids will be considered only in the prescribed manner. Bids not submitted in the prescribed format will be summarily rejected without further evaluation.
11. Copies of various documents to be enclosed along with the bids must be legible and be self-attested by the authorized signatory with official seal. Claims made by bidder related to the project experience and other requirements shall be considered only when appropriate supporting documents are provided.
12. The Bids can be submitted up to date and time given as specified in the NIT Table.
13. The complete bidding process is defined in the tender document.
14. In case, a bidder imposes conditions which are in addition or at variance or in conflict with the terms and conditions as specified in this tender document, all such bids will be summarily rejected.

15. Tendering Authority reserves the complete right to accept or reject in part or full any or all the bids without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/ rejected by the tendering authority.
16. In case, a dispute arises with regard to interpretation/ omission/ error in this tender document, bid submitted, other documents; the decision of SE (IT), JdVVNL, Jodhpur will be final and binding upon the bidders.
17. Interested bidders may obtain further information from the office of :-
**The Superintending Engineer (IT),
Jodhpur Vidyut Vitran Nigam Ltd,
New Power House,**

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SECTION 1: INTRODUCTION , OBJECTIVE & BRIEF SCOPE OF WORK

1.1. INTRODUCTION

Jodhpur Vidyut Vitran Nigam Limited (Jd.V.V.N.L.) is a Distribution Utility entrusted with the license for sub-transmission and distribution of electric power in the designated areas within the State of Rajasthan covering the district of Jodhpur, Pali, Sirohi, Barmer, Jaisalmer, Jalore, Bikaner, Hanumangarh, Sriganganagar, Churu . The Company was established on 19th June 2000 by Government of Rajasthan under the provision of the Rajasthan Power Sector Reforms Act, 1999 as the successor company of RSEB and presently has its corporate office at New Power House Jodhpur 342003 . It caters power to approx. more than 37 Lac consumers in 10 districts of Rajasthan state under Jodhpur Discom.

General details on geographical spread of JdVVNL:

S.no.	Description	Nos.
1.	Zones:- Jodhpur, Bikaner and Barmer	3
2.	Circles Jodhpur City, Jodhpur District, Pali, Sirohi, Barmer, Jaisalmer, Jalore, Bikaner City (DF) , Bikaner District, Hanumangarh, Sriganganagar, Churu	12
3	Division:	
4	Sub-Divisions	

1.2. OBJECTIVE

During the past decade, JdVVNL (hereinafter referred to as the Company) with Head Office at Jodhpur, Rajasthan has implemented IT applications and infrastructure (used by both internal as well as external users) to support Discom business operations.

To embark upon its ambitious growth plan and meet the present and future needs of Discom's business, Discom System is undergoing the IT up-gradation process with the latest available technology.

Jodhpur Vidyut Vitran Nigam Ltd (JdVVNL) intends to engage an IT/ Cyber Security Assessment firm to analyse and study the existing system, setup the Security policies, procedures, and conduct Cybersecurity assessment for IT infrastructure and applications. The bidder would be responsible to assess all possible threats in Complete infrastructure including internal and external network, servers, workstation, and application possess threat to Discom Business.

1.3. Brief Scope of Work

The scope of work is covering the Security assessment of IT Infrastructure and Applications of JdVVNL.

The overall purpose of the IT Security Assessment exercise is to ensure IT security, which includes the evaluation, gap analysis, and compliance with respect to following Security Standards guidelines and advisories:

- IT Act 2000 and its amendments.
- ISO 27002:2013 for implementation of related Code of practice for Information Security controls to be referenced for ISO 27001: 2013 certification.
- National Cyber Security Policy-2013(as amended or replaced from time to time).
- National Critical Information Center under MeitY and other security guidelines/ advisory issued by the Ministry of Electronics and Information Technology (MeitY).
- To meet any new security requirements as specified by CERT-In
- National Critical Information Infrastructure Protection Centre (NCIIPC) Cyber security guidelines v 2.0 (16 Jun,2015) and its amendments

SECTION 2: QUALIFICATION REQUIREMENTS (QR)

The following eligibility criteria are mandatory and non-fulfilment of which will lead to disqualification of the bid (Satisfactory evidence to be provided by the bidder)

S.No.	Particulars	Qualifying criteria	Supporting Documents required
1.	Company's/ Firm's	Company/ Firm should be registered under the Companies Act 1956/2013 or a Partnership firm including Limited Liability Partnership (L.L.P.) registered under Partnership Act 1932/2008 or a Proprietor firms.	(i) Company's/ Firm's Incorporation/ Registration Certificate MOA & AOA in case of Company. (ii) Self-Attested Partnership Deed (iii) valid tax registration documents
2.	Authorized to work	The bidder should be empaneled with CERT-In for IT Security assessment /audit Organization for desired scope of work.	Letter of Empanelment with valid upto one year from date of submission of BID.

SECTION 3: INSTRUCTION TO BIDDERS**1. GENERAL INSTRUCTIONS**

- 1.1. Tendering authority will receive bids in respect of services as set forth in the accompanying tender document.
- 1.2. All bids shall be prepared and submitted in accordance with terms and conditions of this Tender Document.
- 1.3. The Bidder, in his own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in General Conditions of Contract and Technical specification before filling and submitting the Bids.
- 1.4. If the bidder has any doubt as to the meaning of any provisions or any portion thereof, he shall before submitting the Bid, may refer the same to the Tendering Authority in writing, well in time before the specified date of opening of Bids so that such doubts may be clarified.
- 1.5. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing this tender document unless otherwise specifically indicated/ commented by him in his Bid.
- 1.6. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the bidders.
- 1.7. Subcontracting: The successful bidder shall not be permitted to subcontract any part of its obligations under the Contract with the Jd.V.V.N.L.
- 1.8. Joint venture, Consortium or Association: The bidder shall be a legal identity. Consortium or association is not allowed. Forming of any Joint venture by the successful bidder after allotment of work is also not allowed.
- 1.9. The bidders shall provide a single price quote exclusive of the GST or other Taxes if any.
- 1.10. Corrigendum: Any corrigendum issued shall form part of the RFP Document and shall be issued on the e-procurement website www.eproc.rajasthan.gov.in, www.energy.rajasthan.gov.in/jdvvn1 and <http://sppp.rajasthan.gov.in>

2. FIELD CONDITIONS

- 2.1. The geographical condition of the Discom is not same and has different terrain.

- 2.2. The bidder may in its own interest, before submitting the bid, inspect and examine the area involved and satisfy it regarding the existing system.
- 2.3. For ascertaining the existing system, condition's etc., the agency may contact the Tendering Authority.
- 2.4. No claim from Bidder or Agency for change in the bid or terms & conditions of the contract shall be entertained on the ground that the conditions are different than what were contemplated by them at the time of submitting the bids.

3. **SUCCESSFUL IMPLEMENTATION AND GOOD PERFORMANCE**

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

4. **PREPARATION OF BIDDING DOCUMENT**

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

- 4.1.1. The Bidder shall furnish EMD as per the prescribed in NIT section.
- 4.1.2. The Bidder shall **deposit/submit** the EMD in prescribed format to the Sr. Accounts Officer (CPC), JdVVNL, Jodhpur within the stipulated date & time, and obtain a receipt.
- 4.1.3. Bid uploaded but not accompanied by a copy of the receipt for depositing EMD shall be rejected and the Bid will not be opened.
- 4.1.4. In case of bidders who are declared as non-responsive, EMD will be refunded on production of the original receipt within 15 working days after opening of financial bid.
- 4.1.5. Adjustments/proposals for acceptance of EMD, if any, **already** lying with the Discom in connection with some other bids/orders shall not be entertained. Also, the Discom will not adjust the EMD under this tender with the previous dues of bidder if any.

4.1.6. No interest shall be payable on EMD.

- 4.1.7. Jodhpur Discom reserves the right to forfeit EMD, if successful bidder either has not accepted the work order or not completed the contractual requirement within the specified period.

4.2. TENDER DOCUMENT FEE & TENDER PROCESSING FEE

The bidders are permitted to download the bid document from websites <https://www.eproc.rajasthan.gov.in>, www.energy.rajasthan.gov.in/jdvvn1 but must pay the cost of Tender document fee and e-Tender processing fee as mentioned in NIT table within the stipulated date & time in the office of Sr. Accounts Officer (CPC), Jodhpur and obtain acknowledgement thereof. Tender processing fee shall be sent to RISL by SE (IT).

5. CLARIFICATIONS AND AMENDMENTS & DEVIATION FROM TENDER DOCUMENT**5.1. CLARIFICATIONS TO THE TENDER DOCUMENT**

- 5.1.1 If the prospective bidder has any doubts as to the meaning of any portion of the Tender document, he can raise the same to the tendering authority i.e. SE(IT) JdVVNL, Jodhpur on any working day **upto 6:00 PM**.
- 5.1.2 Verbal clarifications and information given by the Discom or his employee(s) or his representative(s) shall not in any way be binding on the owner.
- 5.1.3 The bidder is required to carefully examine the Terms & Conditions including specifications of this Tender document and fully inform himself as to all the terms and conditions which may in any way affect the Work or the cost involved thereof.

5.2. CLARIFICATIONS TO THE BID

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

5.3. **AMENDMENT OF TENDER DOCUMENT**

- 5.3.1 At any time prior to the deadline for submission of the Bids, if the Tendering Authority deemed it necessary to amend the Tender document, it shall do so by issuing appropriate Corrigendum/Addendum.
- 5.3.2 Any Corrigendum/Addendum issued shall be a part of the Tender document and shall be published on the website of Jodhpur Discom & e-proc portal.
- 5.3.3 To give prospective Bidders reasonable time to take a Corrigendum/Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.
- 5.3.4 Any change in date of submission and opening of bids would be published through Jodhpur Discom's website and e-proc portal.

5.4. **DEVIATION FROM BID DOCUMENTS**

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

6. **SUBMISSION AND OPENING OF BIDS**

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

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

6.3 BIDS ARE TO BE SUBMITTED IN TWO PARTS

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

6.3.2 Part- A (Technical Bid): will contain

a) Cover 1: Fees (to be uploaded in pdf format)

- (i) Copy of receipt of submission of Tender document fees
- (ii) Copy of receipt of submission of Tender processing fee
- (iii) Copy of receipt of submission of EMD.

b) Cover 2: Techno-Commercial Bid (to be uploaded in pdf format):

- (i) Complete Technical Bid comprising information in specified formats and schedules (Except the price schedule) including details of the proposed services and manpower to meet out the work requirement together with its capabilities.
- (ii) Supporting documents to ascertain the eligibility / qualification as per the QR requirements of this tender.

The Tendering Authority may require any bidder to furnish the documents in original or copy duly attested by Notary as the case may be for verification, in physical form on short notice of three working days.

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

6.4 SUBMISSION OF PROPOSALS

6.4.1 Bidder shall submit their bid in electronic format, which shall be digitally signed and further signed & stamped on each page by the designated authorized representative of the Bidder. Bidder shall procure Digital Signature Certificate (DSC) as per the provisions mentioned in Note 2 of the NIT table.

6.4.2 Physical submission of bids is not allowed. If asked by Tendering Authority the bidder is required to submit original technical bid in hardcopy which shall be the exact replica of online bid submitted. In case of any discrepancy between online and hardcopy Bid, the Bid submitted online shall prevail.

6.5 FILLING OF BIDS

- 6.5.1** Bids shall be uploaded on e-portal with the formats and schedules given in the Tender document duly filled in. The completed formats and schedules shall be considered as part of the contract documents in case the same Bidder becomes Successful Bidder. The Bids which are not in conformity to the schedules and formats of the Tender document may not be considered.
- 6.5.2** No alteration should be made to the format and schedules of the tender document. The Bidder must comply entirely with the Tender document.
- 6.5.3** Tender should be filled in only with ink or typed and must be submitted online after signing digitally.
- 6.5.4** All additions, alterations and over-writing in the bid must be clearly signed by the authorized representative of the bidder otherwise bid shall be summarily rejected.
- 6.5.5** The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any doubt and further may result in rejection of such Bid.
- 6.5.6** The Tendering Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- 6.5.7** All bids and accompanying documents shall be addressed to Jodhpur Discom.

6.6 ALTERNATIVE BIDS

Alternative bids shall not be considered at all.

6.7 BID PRICES

- 6.7.1** All the prices should be quoted only in Indian Rupees (INR) Currency.
- 6.7.2** The prices quoted in BOQ.xls should be exclusive of service tax / GST and other government levies as applicable. The present rates of applicable taxes shall be indicated by the bidder in its Bid, which is subject to statutory variation and shall be borne by Discom.
- 6.7.3** if the bidder quotes zero or null value in of the financial offer i.e. "BOQ", the same offer shall be rejected. In this case, bid of even technically qualified bidder shall not be considered valid.

6.7.4 The bidder will furnish the break-up of the quoted price in Financial Bid according to format mentioned in Section -7 "GUIDELINES FOR FINANCIAL BID SUBMISSION " of this RFP , indicating rate and type of each tax clearly, as per the rates prevailing within 7 days before the bid date. **Any statutory variation and imposing of new tax by government subsequent to bid submission/currency of Contract shall be on Discom account.**

7. **PERIOD OF VALIDITY OF BIDS**

7.1 The bid validity period is provided in the table mentioned in the NIT section. Bids mentioning a shorter validity period than specified are likely to be summarily rejected.

7.2 Tendering Authority may ask for extension in validity period. The Bidder will be at liberty to accept it or not. In case Bidder agrees to extend the validity period without changing his original offer, he will be required to extend validity period of the Bank Guarantee submitted against the EMD suitably.

8. **SIGNATURE OF BIDDER**

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

8.2 Bid by a partnership firm must be furnished with full names of all partners.

8.3 Bids by corporation/ company must be signed by the Authorized representative of the Bidder with the legal name of the corporation/ company.

8.4 Satisfactory evidence of authority (**Power of Attorney**) of the person signing on behalf of the Bidder shall be furnished with the bid.

8.5 The Bidder's name stated on the proposal shall be exact legal name of the firm.

8.6 Bids not conforming to the above requirements of signing shall be disqualified.

9. **DELAY IN BID SUBMISSION**

The tendering authority shall not consider any bid that arrives after the deadline for submission of bids as indicated in the NIT. Any bid received by the tendering authority after the deadline for submission of bids shall not be accepted.

10. RECEIPT OF BIDS

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

11. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

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

12. BID OPENING

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

13. EVALUATION AND COMPARISON OF BIDS

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

13.1 1st Stage: Qualification Requirement (Part-A) & Evaluation of Technical offer

A. Qualification Requirement- Each bid shall be evaluated to ascertain the qualification of bidder with respect to the requirements laid down in this RFP.

B. Availability for No-Deviation Certificate. If any deviation is found, the bid shall be declared as non-responsive.

C. Technical details and proposals submitted by the bidders shall be critically examined in line with objectives & scope of work along with all the documents submitted.

D. As a part of technical evaluation, the Bidder shall be required to demonstrate the data downloading procedures for at least three makes of meters and the Bidder may be called upon to demonstrate the methodology to Technical Evaluation Committee.

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

13.2 2nd Stage: Financial Bid Evaluation:

- 13.2.1** The financial bids of bidders who qualified in technical evaluation shall be opened through e-procurement 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.

13.2.2 Conditional bids are liable to be rejected.

13.2.3 The offers shall be evaluated on L1 basis and the technically qualified bidder quoting the lowest price shall be considered as L1 bidder, bidder quoting price next higher to the L1 bidder's price shall be considered as L2 bidder and so on. If the "Quoted Rate" are same for two bidders, then their ascending order would be determined on the basis of drawl of lottery in presence of the bidder who wishes to be present. It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods and/ or service required to be procured.

13.2.4 The bidders may note that Jd.V.V.N.L. is not bound to accept the lowest financial offer.

Note: If the bidder quotes zero or null value against any of the item(s) in the financial offer i.e. "BOQ", the same offer shall be rejected. In this case the qualified bidder evaluated by e-proc system shall deviate and shall not be considered to be valid.

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

14. **CONFIDENTIALITY**

14.1. Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award.

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

14.3. From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Tendering Authority on any matter related to the Bidding process, he is allowed to do so in writing.

15. **NON-MATERIAL NON-CONFORMITIES**

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

within a reasonable period of time, to rectify omission in the bid related to requisite documents.

16. **DISQUALIFICATION**

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

- i. Any action on the part of the bidder to revise the rates/prices and modification in technical or commercial substance of Bid, at their own.
- ii. Submission of any supplementary information unless & otherwise asked for at his own instance after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bid to the Discom at least for one year.
- iii. The Bidder has been disqualified from any other Discom for any violation of code of conduct.
- iv. In case of bidder not adhering to the format of financial offer given with this document the bid / offer may be rejected / non-responsive.
- v. In case of any misapprehension at bidder level which may lead to wrong price bidding, Discom reserve the right to reject the bid or take necessary loading / unloading to arrive the correct price as per aspersion of Discom / tender specification. Accordingly the bidders are advised to ask to clarify about any mis-apprehension before bidding. No excuse shall be considered in this regard.
- vi. Does not meet the Qualification Requirement (QR) as mentioned in the bidding document.
- vii. During validity of the bid or its extended period, if any, increases his quoted prices.
- viii. Has imposed conditions in his bid.
- ix. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- x. Has been black listed, by any utilities of India during Last 5 financial years.
- xi. Has submitted bid which is not accompanied by required documentation and EMD/Tender document fees/Processing fees.

Note: Bidders may specifically note that while processing the bid documents, if it is found, expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay/ holding up the processing of bids then the bidders so involved are liable to be disqualified for the contract as well as for a further period of two

years from participation in any of the bids floated by any department, Govt. of Rajasthan.

17. **NEGOTIATION**

17.1 Generally, negotiations after opening of bids would be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as: -

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

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

17.3 Negotiations shall be conducted with the lowest bidder (L1) only and by information given in writing with a minimum period of 3 days (in case of a local bidder) and 7 days (in case of an outstation bidder) shall be given for response in writing and in sealed cover. In case of urgency the tender sanctioning Procurement Committee may reduce the notice period for negotiations, provided the bidder receives the information regarding negotiating.

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

18. **AWARD OF CONTRACT**

18.1 ACCEPTANCE OF THE TENDER/BID AND NOTIFICATION OF AWARD

- After the selection of the Successful Bidder by the Tendering Authority within the validity period of Bid, the Tendering Authority shall inform such Bidder in writing by issuing Letter of Intent (LOI).
- The Successful Bidder shall send an acknowledgement the LOI to the Discom, post which Discom shall prepare and send a detailed work order to the Successful Bidder. In case, the Successful Bidder refuses at the issue of LOI, the intent to perform the scope of work, it shall be

rejected with forfeiture of its EMD and offer may be extended to the L2 Bidder and so on.

- Discom shall issue Work Order to the Successful Bidder requiring him to do the following things within specified timeline. If the Bidder fails to do the following things within specified timeline, EMD of such Bidder shall be forfeited and Tendering Authority of Discom may consider the next ranked bidder.
- Written Letter of Acceptance of Work Order along with duly signed and sealed copy of such Work Order as token of such acknowledgement within 7 working days.
- Submission of Performance Guarantee as required to be submitted under the Contract within 15 working days.
- Signing of the Contract (based on the terms & conditions of this Tender Document) with the Discom within 15 working days after issue of Contract format by Discom to the Successful Bidder. In case any of the party (Discom and the Successful Bidder) is unable to sign the Contract within 15 working days, it shall inform the other party in advance regarding the same along with the reason and suitable time for signing of the Contract.
- Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date. It is discretion of bidder to accept the extension or not. Those bidders who do not accept shall be discontinued from the bid process and their EMD may be refunded.
- Until a formal Contract is prepared and signed, the Work Order/ LOI shall constitute a binding Contract.
- If it is felt that the Single bidder cannot complete the work in required time schedule or it is not desirable to depend on a single bidder, the quantities can be distributed to other bidders after matching rates.

19. **SIGNING OF CONTRACT**

19.1. The successful bidder will, on receipt of Work Order from the Discom enter into a contract with the Discom by jointly signing the Contract.

19.2. The draft of the Contract based on the terms & conditions, detailed in this document will be forwarded to the successful bidder for execution by the Discom.

19.3. The Contract will be signed within three days thereafter. The person to sign the Contract must be duly authorized by the Bidding entities.

20. **RESERVATION OF RIGHTS**

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

- i. The tendered quantity is only provisional and the purchaser reserves the right of revising the same at the time of placing the order.
- ii. The purchaser reserves the right to split the consumer's quantities and to entrust the order for the services to two or more bidders.
- iii. Extend the last date & time for submission of the bids.
- iv. Amend the Tender Document at any time prior to the last date & time of submission of Bids.
- v. To reject any bid without assigning any reasons.
- vi. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bids.
- vii. Seek the advice of external consultants to assist Jodhpur Discom in the evaluation or review of bids.
- viii. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its bids.
- ix. Reproduce for the purposes of the procedure the whole or any portion of the bids despite any copyright or other intellectual property right that may subsist in the bids.

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

21. **LACK OF COMPETITION**

A situation may arise where, after evaluation of Bids, the Tendering Authority may end-up with one responsive bid only. In such a situation **the Tendering authority act as per RTPP Rule 2013 CLAUSE 68 "Lack of Competition"**

22. **GENERAL**

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

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

- 22.3 The successful bidder will have to sign the contract agreement for the proper fulfilment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the Tender Document/ Bid, interpretations as may be advantageous to Discom may be taken, if satisfactory clarification is not furnished within the prescribed period.
- 22.4 Discom will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- 22.5 Jodhpur Discom reserves the right to:
- Reject or accept any bid.
 - Cancel the bid process and reject all applications.
 - Discom shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.

SECTION 4: GENERAL CONDITIONS OF CONTRACT

The Terms and Conditions of the contract shall prevail and shall be binding on the agency and any change or variation expressed or impressed howsoever made shall be in operative unless expressly sanctioned by the Discom. The Bidder shall be deemed to have fully informed himself and to have specific knowledge of the provisions under terms and conditions of this Tender Document mentioned hereunder:

1. DEFINITION OF TERMS:

In constructing these general conditions and the annexed specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction.

- 1.1** The "JdVVNL" shall mean the JODHPUR VIDYUT VITRAN NIGAM LTD represented by Managing Director and shall include their legal personnel, representative, successors and assignees. The "Nigam" or "Customer" or "Owner" or "Purchaser" shall mean the "JdVVNL".
- 1.2** The "Bidder" shall mean and include one or more persons or any firm or any Company or Body incorporate who has submitted the Bid in response to "Invitation to Bid" / "Tender Notice".
- 1.3** The "Contractor" or "Agency / Service Provider" shall mean the Bidder/Tenderer whose Bid/Tender has been accepted by the NIGAM and shall include the Bidder's heirs, legal representative, successors and assignees approved by the NIGAM.
- 1.4** The "Sub-contractor" shall mean the firm or the persons named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the NIGAM and shall include his heirs, legal representative, successors and assignees approved by the NIGAM.
- 1.5** The "Chairman" shall mean the Chairman, RAJASTHAN DISCOMS, Jaipur and "MD" shall mean Managing Director, JODHPUR VIDYUT VITRAN NIGAM LTD, Jodhpur.
- 1.6** The "Engineer" shall mean the Chief Engineer, Addl. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, Discom or other Engineer or Officer for the time being or from time to time duly authorized and appointed in writing by the customer to act as engineer or Inspector for the purpose of the contract. In case where no such engineer has been so appointed, the word "Engineer" shall mean the Discom or his duly authorized representative.
- 1.7** "Plant ", "Equipment", "Materials, "Stores", "Works", shall mean and include the plant and materials to be provided and work or works to be done by the Contractor under the Contract.

- I. The 'contract' shall mean and include the following:
 - II. Invitation of Bid.
 - III. Instructions to Bidders.
 - IV. Bid Form including schedule of prices.
 - V. Letter of Intent and its acknowledgement.
 - VI. Bank Guarantee for security and performance / obligations.
 - VII. Formal work order.
 - VIII. Site conditions.
 - IX. Specification, specific conditions, schedules and annexures.
 - X. Addenda which may hereafter be issued by the NIGAM, to the Contractor in the form of letter and covering letters and schedule of prices as agreed between the Contractor and the NIGAM.
 - XI. The agreements to be entered as per Tender Document.
 - XII. NON-Disclosure Agreement
 - XIII. Requisite Power of Attorney in favor of the authorized signatory of the Bidder.
- 1.8** The "Specification" shall mean the specification, specific conditions annexed to the General Conditions of Contract and the schedules thereto, if any.
 - 1.9** The month shall mean, English calendar month i.e. period of 30 days and week shall mean a period of 7 days.
 - 1.10** The "Site" shall mean the place or places named in the Contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.
 - 1.11** The "Place of delivery" shall mean the place of delivery at which the Contractor/ Supplier is responsible to deliver the materials at the contract price.
 - 1.12** The "Test of completion" shall mean such tests as are prescribed in the contract to be made by the Contractor before the Plant is taken over by the NIGAM as per the General Conditions.
 - 1.13** "Letter of Intent" shall mean the NIGAM's letter conveying his acceptance of the Bid subject to such reservations as may have been stated therein.
 - 1.14** The "Contract price" shall mean the sum named in or calculated in accordance with the provisions of the Contract/purchase or any amendments thereto.
 - 1.15** "Work order" shall mean the Owner's letter which may be issued in the way of letter of intent containing detailed terms and conditions of the work and such other particulars which the owner may like to convey the Contractor/supplier of a formal written agreement in accordance with clause 5.0 of this section.
 - 1.16** "Writing" Shall include any manuscript, type written or printed statement under or over signature or seal as the case may be.
 - 1.17** Words importing "PERSON" shall include firms, companies, corporation and other bodies whether incorporated or not.

- 1.18** Words importing the singular only shall also include the plural and vice versa where the context requires.
- 1.19** When the words “approved”, “subject to approval”, “satisfactory”, “Equal to”, “proper”, “Requested”, “as directed”, “where directed”, “when directed”, “determined by”, “accepted”, “permitted” or words and phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of the owner/engineer.
- 1.20** 'Works', shall mean and include the supplying of equipment, labor and services, as per the technical specifications and complete erection, testing and commissioning of the equipment including all transportation, handling, unloading and storage at the site as defined in the contract, intended to be executed on a supply and erection basis.
- 1.21** 'Inspector' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or works under the Contract, and/or the duly authorized representative of the Owner.
- 1.22** 'Date of Contract' shall mean the date on which both the parties have signed the Contract Agreement.
2. **CONTRACT:** The Contractor (Agency) and the Nigam shall as soon as possible, unless otherwise agreed upon enter into a signed agreement for the proper fulfilment of the contract. The expenses of completing and stamping the agreement shall be paid by the contractor and the Nigam shall be furnished free of charge with an executed stamped counterpart of the agreement with three copies after the tender/bid has been accepted by the purchaser/owner. All orders/instructions to the contractor shall except as herein otherwise provided, be given by the engineer on behalf of the purchaser/owner.
3. **CONTRACT VALUE:** Contract Value shall be termed as total order value as quoted / accepted by the Successful Bidder in the Financial Bid.
4. **CONTRACT PERIOD:** The contract period shall be initially for a period of one years from the date of commencement of work. The contract period may further be extended with mutual agreement on satisfactory performance, same rate & terms and conditions as per Rule 73 “Right to vary quantity” of RTPP Rules-2013.

The performance of the agency will be reviewed half yearly (i.e. after completion of every six months). The contract for awarded work may be rescinded at any time if the performance regarding achievement of the objective and scope of works as specified in this specification is not found satisfactory [no compensation will be paid] or the agency breach any of the

terms and conditions, or the agency will be advised for improvement. Contract can be terminated anytime with one month's prior notice by Discom.

5. **CONTRACT DOCUMENTS AND AGREEMENTS**

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

The contract shall for all purposes be construed according to the Laws of India and subject to jurisdiction of Rajasthan Courts only. For the due fulfilment of the contract, the Agency shall execute the Contract in the prescribed form, in prescribed number of copies on Rajasthan State Non-judicial stamp paper bearing stamp duty as applicable. The expenses of completing and stamping the Contract shall be borne by the Contractor. Such Contract shall be executed and signed by the authorized signatory of the Agency on each page thereof.

Such complete agreement form along with the contract documents together with a "Power of Attorney" in favour of the Executants shall be required to be returned to the Discom within a period of 15 days from the receipt of order duly signed on each page. One copy of the executed agreement duly signed by the Discom shall be sent to the supplier for his reference.

The contract documents shall mean and include the following:

- i. Contract agreement.
- ii. Short Term Notice Inviting Tender
- iii. Complete Tender document including its amendments if any.
- iv. Bid submitted by bidder.
- v. EMD.
- vi. Letter of Intent and its acknowledgement.
- vii. Security Deposit/ Performance Guarantees.
- viii. Detailed Work order & its annexure.
- ix. Addenda that may hereafter be issued by the Discom to the Agency in the form of letter and covering letters and schedule of prices as agreed between the Agency and the Discom.
- x. The agreements to be entered as per Tender Document.
- xi. NON-Disclosure Agreement
- xii. Requisite Power of Attorney in favour of the authorized signatory of the Bidder.

6. ACCEPTANCE OF CONTRACT

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

7. PERFORMANCE BANK GUARANTEE:

- 7.1. A Performance Bank Guarantee equivalent to **10% (Ten percent)** of Contract value shall be provided by the Successful Bidder within 15 days of receipt of Work Order from Discom, in cash or by crossed Bank Draft or by way of Bank Guarantee. The Performance Bank Guarantee shall be valid for three months in addition to the entire contract period. In case if the successful bidder provides a Performance Bank Guarantee for shorter duration then it would be the sole responsibility of the Successful Bidder to get the Performance Bank Guarantee extended well in advance to maintain the validity time. Discom may invoke the Performance Bank Guarantee without giving any information if validity of such Performance Security expires.
- 7.2. The Bank guarantee in the prescribed format must be from the branch of any Nationalized/Scheduled Bank located in India. The Agency may furnish Bank Guarantee on stamp paper of Rajasthan state and shall furnish a certificate of Banker that the stamp duty has been paid as per prevailing rules of that Rajasthan State.
- 7.3. In case of additional work order, additional performance bank guarantee shall be provided accordingly.

8. AGENCY TO INFORM HIMSELF FULLY

The Contract shall be considered to have come into force from the date of the issue of Letter of Intent / Letter of Award. The contractor shall be deemed to have carefully examined the General Conditions, specifications & schedules also to have satisfied himself as the nature and character of the work to be executed and where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the owner or the Engineer shall not be in any way relieve the contractor from his responsibility for the supplying of the plant and equipment and executing the work in terms of the contract including all details and incidental works and supply all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection and safe and efficient working of the plant and equipment if he has any doubt as to the meaning of any portion of the general and any

special conditions of contract and specifications, he shall before offering his bid proposal, set- forth the particulars thereof and submit them to the Engineer in writing in order that such doubt, misunderstanding, misconceptions, whatsoever could be allied.

9. **COMMENCEMENT OF WORK**

The agency should start the work in circle within 15 days from the date of receipt of work order; for calculation of penalties / work completion period this date shall be recorded.

10. **CHANGE OF AREA/QUANTITY**

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

11. **TERMINATION OF CONTRACT:** If the services of the vendor are not as per the awarded work after commencement of work then Discoms will have liberty to terminate the project.

12. **FALL BACK ARRANGEMENT:** In the event of failure of the Agency to fulfil its obligations, duties and responsibilities as per the terms & conditions of the Contract, Discom shall **interalia** have the right, at any time to resort to fall back arrangement. Under such arrangement, Discom shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the Contract and can recover from the BGs & other holding of agency with Discom, the losses suffered due to such failure. If the BGs & other holding of agency are insufficient, the Agency shall pay the difference to Discom failing which Discom shall have right to recover the sum through legal or other means.

The Discom shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other agency as it may deem fit and no claim of Agency for compensation in this respect shall be entered.

The Discom shall have the right in such circumstances to blacklist/bar/disqualify the Agency from submission of Bid to the any Discom(s) at least for one year.

13. DEBARMENT

- a.** A bidder shall be debarred by the Purchaser if the bidder has been convicted of an offence
 - i. Under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - ii. Under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b.** A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c.** A bidder debarred shall be debarred by the purchaser if the bidder fails to fulfil its obligations, duties and responsibilities as per the terms & conditions of the Contract. The bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- d.** If the purchaser finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” in RTPP Act -2012, it may debar the bidder for a period not exceeding three years.
- e.** Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the purchaser for a period not exceeding three years.
- f.** The purchaser shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

14. HANDING OVER ON TERMINATION/ PROJECT COMPLETION:

- a. The contract agreement shall require the agency to co-operate in handing back the records, reports and documents, facilities, all utility specific data including archives or any other material/equipment and its access provided by Discom after termination of agreement.
- b. Upon termination of the Contract, the Agency’s authority to act in the area shall immediately cease. In order to smoothen the handing over process and

not hampering the work, Discom shall arrange to award the Contract to other firm or may execute the work departmentally at-least 1 months before expiry of this Contract, the Agency/Discom staff may require to work along with the new agency/ Discom staff for remaining period of Contract to enable the new agency/Discom staff to understand the process.

15. **GIFTS AND COMMISSIONS ETC.**

Any gift, commission, or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the Discom, shall be, in addition to any criminal liability which it may incur, subject of any loss or damage to the Discom resulting from any cancellation. The Discom shall then be entitled to deduct the amount so payable from any money otherwise due to the Agency under the contract.

16. **SAFETY OF SYSTEM:** The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of books and other documents and records transferred to it and developed later. These documents and records shall be maintained in updated condition and handed over back to JdVVNL in good working order on completion of the contract. Agency shall make well to JdVVNL any loss suffered by it due to default of the agency in this respect.

17. **INSURANCE:**

17.1 The Agency at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect his interest and interest of the JdVVNL against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the JdVVNL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of contract shall be of Agency alone. The Agency's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Agency shall be in a joint name of the JdVVNL and the Agency. The Agency shall, however, be authorized to deal directly with Insurance Company or companies and shall be responsible in regard

to maintain of all insurance covers. Further the insurance should be in freely convertible currency.

- 17.2** The agency shall obtain accident liability insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during course of operation carried out by him for the purpose of complying with his contractual obligations thereof. It shall indemnify JdVVNL against any claim from such employees or damage to property what- so- ever while these arise out of or in consequences of the execution of works, operation and all activities to be performed till the successful completion of contract shall be to the account of the agency. The agency shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer to title shall not in any way relieve the agency of the above responsibilities during the period of contract. The agency shall provide the JdVVNL with copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted to the JdVVNL immediately after such insurance coverage. The agency shall also inform the JdVVNL in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.
- 17.3** All costs on account of insurance liabilities covered under the contract will be on agency's account and will be included in contract price. However, the JdVVNL may from time to time during the pending of the contract, ask the agency in writing to limit the insurance coverage, risks and in such cases, the parties to the contract will agree for a mutual settlement, for reduction in contract price to the extent of reduced premium amount. The agency, while arranging the insurance, shall ensure to obtain all discounts on premium, which may be available for higher volume or for reasons of financing arrangement of the project.
- 17.4** The Clause entitled 'Insurance' under this section covers the additional insurance requirements for the portion of the works to be performed at the site.
- 17.5** The agency shall take necessary insurance against loss, damage, fire, accidents and damages occasioned by the agency in the course of operation carried out by him for the purpose of complying with his contractual obligations thereof.
- 17.6** The insurance as per clause 17.1& 17.2 shall be in the joint names of the JdVVNL and the agency so that the JdVVNL and the agency are covered for the entire period of contract from the commencement of the contract and shall **remain valid up to 30 days from the date of**

the works completed in all respects to the concerned Superintending Engineer .

- 17.7** It will be the responsibility of the agency to lodge, pursue and settle all claims (for all the equipment and materials including items provided by JdVVNL) with the insurance company in case of any damage, loss, or fire and the JdVVNL shall be kept informed about it. The losses, if any, will have to be borne by the agency if the claims are not lodged and pursued properly in time or if the insurance company does not settle the same.
- 17.8** The agency shall replace the lost/-damaged materials promptly irrespective of settlement of the claims by the underwriters and ensure the work progresses as per the agreed schedule(s).
- 17.9** The agency shall also ensure the following: -
-) The insurance premium should be one time paid basis.
 -) Deductible franchise should be minimum as per insurance rules. In case of any loss to the extent of deductible franchise, the same shall be borne by the agency.
 -) The insurance should be valid from the date of start of work and shall remain valid up to 30 days from the date of completion of the work to the concerned Superintending Engineer .
 -) Insurance policy shall be in joint name of Jodhpur Vidyut Vitran Nigam Limited and agency.
 -) The agency shall furnish computerized and stamped insurance policy. Insurance cover shall not be acceptable.
 -) A copy of insurance policy shall invariably be furnished to the Nodal officer.
 -) Insurance policy shall be taken from Jodhpur based office of Nationalized Insurance Companies.

17.10 THIRD PARTY INSURANCE:

The contractor shall if and so far as the contract provides indemnify the JdVVNL against all losses and claims in respect of injury or damage to property what- so- ever while these arise out of or in consequences of the execution of works and against all claims proceedings, damages, costs, charges, expenses what- so- ever in respect of or in relation thereto. Accordingly the contractor shall before commencement of execution of the works insure against his liability for material or physical damage, loss or injury which may occur to property including that of the JdVVNL, or to any person including any employee of the JdVVNL, by or arising out of the execution of the works in carrying out of the contract.

- 18. REMEDY ON AGENCY'S FAILURE TO INSURANCE:** If the Agency fails to effect and keep in force insurance referred to in clause 17 hereof or any other insurance which he may be required to effect under the terms of

contract then the Jodhpur Discom may effect and keep in force any such insurance and pay such premium(s) as may be necessary for that purpose and from time to time deduct the amount so paid by the Discom as aforesaid from any money due or which may become due to the Agency or recover the same as debt from the Agency.

19. **LIABILITY FOR ACCIDENTS AND DAMAGES:**

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

20. **MAINTENANCE OF FACILITIES AND PERSONNEL:**

- I. Time is the essence of the contract; therefore the Bidder shall ensure that adequate manpower shall be deployed by them to accomplish the work as specified in this bidding document.
- II. The Bidder shall ensure that deputed personnel are trained and experienced for execution of the contract and for operation and maintenance period so that all activities are carried out in a highly professional and sound managerial manner.
- III. As such as possible the agency shall not change the office in charge/nodal officer, frequently. The bidder shall furnish documents regarding the experience of the key personnel proposed to be employed by him. The experience for such personnel shall not be less than the experience as provided above, for which the bidder shall furnish the details of the employees to be deployed after awarding of contract.
- IV. **PERSONNEL:** The Agency shall maintain supervisory and other personnel for efficient management of the work under contract.

Officer-In-Charge	To have adequate experience and vision to take charge of the entire project and resolve problems so as to evolve an ideal system. CEH/ CISSP/ CISA/ISO 27001 certified professional with Minimum 15 years experience in meter Cyber security .
Office Staff	Adequate Skilled manpower to handle Timely completion ofProject

Person in-charge or an alternate shall be available for communication during all business hours.

Agency shall not change the office in charge / nodal officer, frequently. The Agency shall furnish documents regarding the experience of the key personnel proposed to be employed by him. JdVVNL has right to verify the above at any time.

Agency shall issue identification cards to all its personnel engaged in the work under the contract. The identification card duly signed by Officer- In-Charge of the agency shall be consisting of Bio-Data and photograph of the concerned personnel along with name and logo of the agency. Concerned Superintending Engineer after countersigning these identification cards will return the same to the agency for distribution to the concerned personnel. The identification cards shall be handed over to the concerned Superintending Engineer after the completion of work under the contract.

AGENCY'S RIGHTS: The agency will be given rights to operate in the area during the agreement period for carrying out the work of Information Security Assessment activities at site, which shall cease to exist on completion of the said period or on termination of the contract.

The Agency's rights in the area will be as an agent of JdVVNL for carrying out Information Security Assessment at Various JdVVNL premises.

21. **INSPECTIONS AND TESTING**

21.1 The Superintending Engineer shall on giving two days' notice in writing or over telephone to the agency setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any part of the work and all or any workmanship connected with such work which in his opinion are not in accordance with the contract or are in his opinion defective with reasons. In case of any dispute/difference in this regard the decision of the concerned Superintending Engineer, JdVVNL shall be final and binding.

21.2 The Superintending Engineer and his duly authorized representative (not below the rank of Junior Engineer) shall have right at any time during working hours, to inspect and examine and verifying the work at site. The agency shall provide all requisite facilities for the above.

21.3 The Superintending Engineer may associate his duly authorized representatives (not below the rank of Junior Engineer) along with the team carrying out the work full time. The agency shall facilitate all such representatives as member of teams carrying out the work.

22. **RELEASE OF INFORMATION**

The contractor shall not communicate or use in advertising, publicity, sales, releases or in any other medium photographs or other reproduction of the works under this contract, or description of the site, dimension, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the owner.

23. **TERMS OF PAYMENTS & PAYMENT MILESTONES**

The project will complete in 2 stages. The Payment shall be made by the DISCOM on completion of project stages as per following schedule:

- 1.) Completion of stage -1 – 75% of contract price (phase wise)

Sr. No.	Milestone	Payment
1	Submission on phase -1 report (Security Governance and framework Review)	15% of contract price
2	Submission on phase -2 report (Infrastructure and Application Assessment)	15% of contract price

3	Submission on phase -3 report (SCADA & RT-DAS System Security Assessment)	15% of contract price
4	Submission on phase -4 report (Business continuity and disaster recovery)	15% of contract price
5	Submission on phase -5 report (User awareness and Training)	15% of contract price

2.) Completion of stage -2 – 25% of contract price

Sr. No.	Milestone	Payment
1	Submission of re-assessment reports after stage 2 (for all phases)	25% of contract price

The terms of payment for the work carried out are detailed herein-

- (a) The payment to the contractor for the bill raised against actual work during schedule period shall be made by the concerned Accounts Officer , JdVVNL on the basis of value of bill(s) submitted after fulfilment of the following contractual formalities:
 - (b) Acceptance of letter of award and signing of Contract Agreement (with first month invoice only).
 - (c) Submission of performance Bank Guarantee (with first month invoice only).
 - (d) Valid Empanelment Certificate (with first month invoice only).
 - (e) Insurance policy/certificate as per clause no. 17 of this section.
 - (f) EPF & ESI statements and challan of employee involve in this project as per clause no. 43 of this section.
- 23.1. 100% payment of monthly billed amount shall be released within 45 days from the date of receipt of invoices in the office of concerned A.O.
 - 23.2. No interest shall be payable on delay in payment.
 - 23.3. The payment will be subject to deduction on account of penalties & Liquidated damages and all statutory deductions.
 - 23.4. Currency of Payment: All payments under the contract shall be made in Indian Rupees only.

24. **MODE OF PAYMENT**

- 24.1. The agency shall furnish the bills to the Superintending Engineer, who after verification the same will send the invoice/bill to the Accounts Officer.
- 24.2. The Accounts Officer) after receiving the verified and counter signed invoice/ bills from the Superintending Engineer, will arrange the payment directly to the contractor.

25. PENALTY/ LIQUIDATED DAMAGES

The following penalties shall be applicable:

25.1. PENALTIES ON ACCOUNT OF DELAY IN COMMENCEMENT (One time):

In case of a delay in commencement of contract after stipulated period of 15 days from the date of acceptance of LOA, the contractor is liable for a penalty of Rs. 2,000 per day upto maximum of Rs. 50,000/-. The JdVVNL may also initiate termination of contract along with forfeiture of PBG/EMD/ bid security deposit available with the JdVVNL.

25.2. PENALTY ON ACCOUNT OF OPERATIONAL DEFICIENCIES

Delay in achieving MILESTONE: In case of delay in Submission of report for each phase JdVVNL shall levied 0.5 % penalty per week subject to maximum 10% of awarded value. Thereafter, Nigam reserves the right to cancel the contract.

The total penalties on account of operational deficiencies will not exceed 10% of total amount of invoice.

26. **GOVERNING LAWS AND JURISDICTION**: the Indian Law shall govern the agreement. Only appropriate courts in Jodhpur shall have exclusive Court Jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.

27. **JURISDICTION FOR LEGAL PROCEEDINGS**: The contract shall be governed by the laws of India for the time being in force and be subject to the court of competent jurisdiction at Discom HQ. All disputes, differences questions whatsoever arising between the Discom and the agency upon or in relation to or in connection with the Contracts shall be deemed to have arisen at Discom Head Quarter only and no court other than court at Jodhpur, Rajasthan shall have jurisdiction to entertain or try the same.

28. DEFENCE OF SUITS

If any action in court is brought against the owner or engineer or an office or agent of the owner for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contractor for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives or his subcontractors, workmen, contractors or employees, the contractor shall in all such cases indemnify

and keep the owner, and the engineer and/ or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

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

The Discom has constituted settlement committee to settle the disputed cases. For the disputed amount up to Rs. 3.00 Lac the case may be referred to the CE level settlement committee and if the disputed amount is more than Rs. 3.00 Lac the case shall be referred to the corporate level settlement committee. The non-refundable fees for referring the case to the settlement committee are as given below or prescribed time to time:

- ₹ Reference fee for CE level settlement committee - Rs. 500/-
- ₹ Reference fee for corporate level settlement committee-Rs. 3000/-
- ₹ Fee for review of cases by corporate level settlement committee- Rs. 5000/-
- ₹ The settlement committee fees as shown above or prevailing at that time shall be deposited in cash with the concerned AO.

30. **CONDUCT OF AGENCY'S STAFF:** If any of the Agency's employees shall, in the opinion of Discom, is guilty of any misconduct or incompetence or negligence, then if so directed by Discom, the Agency shall have to remove such employee at once and replace him by an equally qualified and competent substitute.

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

32. **COOPERATION WITH OTHER CONTRACTORS AND ENGINEERS**

The contractor shall agree to cooperate with the owner's other contractor and engineers and freely exchange with them such technical information as is necessary to obtain the most efficient, innovative and economical and to avoid unnecessary duplication of efforts. The engineer shall be provided with three copies of all correspondence addressed by the contractor to other

sub-contractor (s) and engineers in respect of such exchange of technical information.

33. **GRAFTS AND COMMISSIONS ETC.**

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall be, in addition to any criminal liability which it may incur, subject of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

34. **NODAL OFFICER:** -To interact between the field offices and agency, the respective Superintending Engineer, JdVVNL will act as a Nodal Officer. Similarly, the agency shall communicate the name of the authorized person(s) for each activity or Officer-In-Charge would act as a Nodal Officer(s) from its side.

35. **FORCE MAJEURE CONDITIONS:** If at any time during the currency of the Contract the performance in whole or in part be prevented or delayed by reason of any war hostility acts of public enemy, civil commotion, sabotage, fire floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of god (hereinafter referred to as Events) then provided Notice and adequate proof of the production/dispatch having suffered on account of these events is given within 3 days from the date of occurrence thereof the provision of penalty Clause of this specification shall not be invoked by Jodhpur Discom provided further that the deliveries under the contract shall be resumed, as soon as practicable after such event (s) has ceased to exist and the decision of the Jodhpur Discom as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that in case the strike/lockout prolongs beyond a period of seven days, the supplier shall immediately inform about the same to the Discom in which case the Discom reserves the right to procure the material equipment on order or part thereof from any other source at the risk and cost of the supplier.

36. **COMPLETENESS OF CONTRACT:** The work shall be complete in every respect as detailed in the specification unless included in the list of excluded items. The contractor shall not be eligible for any extra payment in respect of which are needed for the safe handling of the metering equipment as

required by applicable codes only as per contract, and they may not have been included specifically in the contract.

37. **GST:** The Bidder shall furnish details of applicable GST as on date of bidding which shall be paid.
38. **SUSPENSIONS OF WORKS:** The Discom shall not be liable to pay the Agency any compensation whatsoever arising from suspension of specified work or for idle labour.
39. **DEATH, BANKRUPTCY ETC.**
 - 40.1. If the Agency shall die or dissolve or commit any act or bankruptcy or being a corporation commence to be wound up except for reconstruction purpose or carry on hits, business under a receiver, the executors successors, or other representatives in law of the state of the Agency or any such receiver, Liquidator, or any persons to whom to the contract may become vested shall forth-with given notice thereof in writing to the Discom and shall for one (1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the Discom subject to his or their providing such guarantee as may be required by the Discom but not exceeding the value of the work for the time being remaining relieve unexecuted provided however that nothing above said shall be deemed to relieve the Agency or his successors of his or other their obligations under the contract under any circumstances. In the event of stoppage of the work the period of the option under this clause shall be seven (7) days only. Provided that, should the above option be not exercised, the contract may by terminated by the Discom by notice in writing to the Agency and the same power and provisions reserved to the Discom as mentioned in the Tender in the event of taking the work out of the Agency's hand's shall immediately become operative.
 - 40.2. Change of name of the Agency at any stage after Bidding Process, the Discom shall deal the same as per prevailing rules of the Discom.
40. **GUARANTEE:**

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

41. **RULES & REGULATIONS**

The job shall be carried out as per the rules, regulations and other details for meter reading, data collection as prevailing in Terms & Conditions of Supply, which shall be made available to the agency. These rules and regulations may be modified by JdVVNL from time to time and would be intimated to the Agency.

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

42. **COMPLIANCE OF LABOUR LEGISLATION**

The Agency shall discharge its liability of employer in respect of personnel to be engaged for delivering service under this Contract, as said out in EPF and MP Act, 1952 ESI Act, 1948 (in ESI implemented area), workmen's compensation act, 1923 (in non ESI implemented area) contract labour (R&A) Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948 or any other Act, Rules, Regulations as may be applicable. The Agency is required to get separate code under the provision of EPF and ESI Acts, if not already taken and deposit the employer's contribution along with employee subscription, as per rule and submit copy of challans at the time of claiming payment, as per Tender document, failing which an amount equivalent to employer's contribution and employees subscription shall be deducted from his each bill and deposited with the concerned authorities.

The Agency shall be solely responsible for any consequences arising out of breach of any applicable legislation.

The Agency shall deploy Skilled / Highly Skilled manpower with necessary qualifications and experience as mentioned in the Tender Document. Agency shall pay salaries / wages to the manpower deployed through cheque/online transfer and submit Sub Division wise and Employee wise salary statement with all details such as Basic, DA, Conveyance, Bonus, EPF, ESI, PT, TDS, Net Salary etc. to Discom. **Payment of wages / salaries paid in cash is strictly not allowed.**

Accounts Officer shall ensure compliance by the Agency with respect to labour law, minimum wages, Accidental Insurance, Workman compensation, EPF and ESI etc.

43. **RULES AND REGISTRATION**

All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act/Electricity Supply act/Indian Electricity Rules/IT Act 2000 / Security Standards guidelines and advisories as mentioned in Scope of work and the rules made there under applicable in the Govt of India & State of Rajasthan on the date of letter of intent with such special modification thereof as may be specially stipulated by competent State Authorities.

The bidder should be empaneled with CERT-In for IT Security assessment/audit Organization India. Adequate documentary evidence of the same shall have to be furnished.

The registration should be valid from the date of start of work and shall remain valid up to handing over of the work to Jdvnl.

44. **FAILURE TO EXECUTE THE CONTRACT:** Agency failing to execute the order placed on them to the satisfaction of Discom under terms and conditions set forth therein, will be liable to make good the loss sustained by the Discom, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Penalty/ Liquidated Damages and forfeiture of Performance Security.

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

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

47. **LIMITATION OF LIABILITIES:** -The final payment by the owner in pursuance of the contract shall mean the release of the contractor from all his liabilities under the contract. Such final payment shall be made only at the successful end of contract period as detailed in RFP and till such time as

the contractual liabilities and responsibilities of the contractor, shall prevail. All other payments made under the contract shall be treated as on-account payments.

48. **CLIMATIC CONDITIONS**: The system are for use in various geographical area of Discom and should be satisfactory for operation under tropical conditions of Rajasthan and shall be able to maintain the desired output and withstand a wide range of temperature & climatic experience in the area under scope.
49. **APPEAL**: If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued there under, he may file 1st & 2nd appeal under section 38 of RTPP Act-2012 to the appeal authorities:-

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

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

50. **CORRESPONDENCE**

- 50.1. The correspondence related to bid and purchase/work order shall be made with the Superintending Engineer (IT), JdVVNL, New Power House, , Jodhpur.
- 50.2. The correspondences related to execution of ordered works including Deliverable reports , acceptance & quantity approval, shall be made with Engineer (O&M)/ Superintending Engineer (IT), JdVVNL, Jodhpur.
- 50.3. The correspondence regarding bills & payment etc. shall be made with the concerned circle Accounts Officer under intimation to Superintending Engineer(IT).

SECTION 5: SCOPE OF WORK

1.1. OBJECTIVE

During the past decade, JdVVNL (hereinafter referred to as the Company) with Head Office at Jodhpur, Rajasthan has implemented IT applications and infrastructure (used by both internal as well as external users) to support Discom business operations.

To embark upon its ambitious growth plan and meet the present and future needs of Discom's business, Discom System is undergoing the IT up-gradation process with the latest available technology.

Jodhpur Vidyut Vitran Nigam Ltd (JdVVNL) intends to engage an IT/ Cyber Security Assessment firm to analyse and study the existing system, setup the Security policies, procedures, and conduct Cybersecurity assessment for IT infrastructure and applications. The bidder would be responsible to assess all possible threats in Complete infrastructure including internal and external network, servers, workstation, and application possess threat to Discom Business.

1.2. Brief Scope of Work

The scope of work is covering the Security assessment of IT Infrastructure and Applications of JdVVNL.

The overall purpose of the IT Security Assessment exercise is to ensure IT security, which includes the evaluation, gap analysis, and compliance with respect to following Security Standards guidelines and advisories:

- IT Act 2000 and its amendments.
- ISO 27002:2013 for implementation of related Code of practice for Information Security controls to be referenced for ISO 27001: 2013 certification.
- *National* Cyber Security Policy-2013(as amended or replaced from time to time).
- National Critical Information Center under MeitY and other security guidelines/ advisory issued by the Ministry of Electronics and Information Technology (MeitY).
- To meet any new security requirements as specified by CERT-In National Critical Information Infrastructure Protection Centre (NCIIPC) Cyber security guidelines v 2.0 (16 Jun,2015) and its amendments

1.3. High-Level Scope of work

The Security assessment activity is divided into the following phases:

- a) Security Governance and framework Review
- b) Infrastructure and Application Assessment
- c) SCADA & RT-DAS System Assessment
- d) Business continuity and disaster recovery
- e) User awareness and Training

S.No.	Project Phase	Key Activities
a)	Phase -1 Security Governance and framework	Security Governance and Framework include: <ul style="list-style-type: none">) Draft/Update IT Security policies and procedures) Security processes compliance review) Physical and perimeter security review for IT, OT system
b)	Phase-2 Infrastructure and Application Assessment	Infrastructure and Application Assessment includes: <ul style="list-style-type: none">) Network Architecture Security Review) Secure work from home review (e.g., remote connectivity, compromise discovery, risk exposure to external threats, identity management)) Application Security Assessment) Vulnerability Assessment and Penetration Testing of Network and Infrastructure) Configuration Review of IT Infrastructure (i.e. servers, OS, databases, and network devices).) Endpoint security review) Security Solution review) Cloud security, as applicable
c)	Phase-3 SCADA & RT-DAS System Security Assessment	SCADA & RT-DAS System Security Assessment includes: <ul style="list-style-type: none">) SCADA System Network architecture review) SCADA Control centers Infrastructure configuration review) Review Connectivity with field equipment i.e. RTUs, FRTUs, and LDMS) Operator consoles/workstations security
d)	Phase-4 Business continuity and disaster recovery	Business continuity and Disaster recovery include: <ul style="list-style-type: none">) Resiliency- Business continuity plan review) Disaster recovery site and plan review
e)	Phase-5 User awareness and Training	User awareness and Training include: <ul style="list-style-type: none">) User awareness (e.g., phishing, Smishing campaigns)) Cyber security training programs (4-5 virtual sessions for 2 hours each)

Note- Annexure -2 enclosed for detailed list of application, Infrastructure and SCADA equipment.

1.4. Security Assessment Approach and Considerations:

IT Security Assessment will be undertaken through an evaluation of DISCOM IT infrastructure by assessing the total chain process of the IT environment for operational integrity and management. The Bidder shall sign a Confidentiality Agreement before starting the assignment, which will ensure the confidentiality and integrity of the content, data, applications, logics, structure, designs and other property of the Purchaser, which should be shared, given access, and will be used by the bidder during the execution of the assignment.

A complete security assessment will go through on two stages of assessment.

Stage -1 Assessment	Perform first assessment for all the phases and submission of the assessment report for remediation
Stage -2 Assessment	Perform Reassessment for all the phases and submit the final report (start in 30 days after submission of stage -1 report)

1.5. Detailed scope of work

a) Security Governance and Framework: -

This phase focus on the Security governance and framework of the Discom system. The following will be covered during the cybersecurity assessment:

- **Draft/Update IT Security policies and procedures:** - Draft/update the following policies and their procedures as per CERT-IN/NCIIPC/CEA/Meity guidelines. These policies and procedure should include the recommendations and suggestions for best practices and procedures for DISCOM.
 -)] Information Security (InfoSec)
 -)] Cyber Crisis Management Plan (CCMP)
 -)] Incident Management System
 -)] Change and capacity Management
 -)] User Access Management
 -)] Backup & restoration management
 -)] Asset management policy

- **Security processes compliance review:** - Review the security business process as per the DISCOM business requirement. The processes are mentioned below:
 -)] Change management
 -)] Patch management
 -)] Incident management

-) Backup management
-) User access management
-) Anti-virus management
-) Software development
-) Asset management

- **Physical and perimeter security review:** The Physical security, ensuring that physical access to the information, DISCOM's IT assets, electronics file, and SCADA system Control center are restrained only to the relevant member staff should be the focus. Review the fire alarm, CCTV, Access control system, perimeter security, and Security guard availability.

b) **Infrastructure and Application Assessment:** In this phase, Infrastructure and Application security assessment will be performed to identify security gaps, that may result in potential security breaches and provide recommendations for corrective and preventive measures to mitigate the risks. The following will be covered during the cybersecurity assessment:

- **Network architecture security review:** - This shall include an analysis of the network diagram to identify gaps/ inconsistencies in areas such as network segmentation/Zoning/VLAN, positioning of security products, remote connectivity, and other security controls as well as recommend corrective measures.
- **Secure work from the home review:** Review the security measures for work from home. It includes remote connectivity, compromise discovery, risk exposure to external threats, Identity management, etc.
- **Application Security Assessment:** Perform Application Security Assessment of the application, including both authenticated and unauthenticated assessments, based on the best practices including OWASP Top 10. The following activities are considered in the application security
 -) Web application security assessment
 -) Mobile application security assessment
 -) Source code review of web applications
 -) Source code review of mobile applications
 -) API security testing
- **VAPT of Network and Infrastructure:** - The scope includes the conduct of internal and external VA/PT for the network infrastructure and nodes of the selected site (including the wireless network). This would include vulnerability assessment and penetration testing of network devices such as routers, switches, endpoint machines (laptops & desktops), Printers, and file servers.

- **Configuration Review of IT Infrastructure-** Perform security configuration review (on sample basis) of underlying IT infrastructure covering firewall, operating system server, databases, and network devices for the application.
 - **End Point Security review:** - The endpoint security includes the patch management, Antivirus program, Anti- Malware/ Spyware program, HIPS. Emphasis should also be placed on not storing any kind of sensitive information on laptops or any device that will be accessing a wireless network or is mobile in nature.
 - **Security Solution review:** - This will include the review of the security solution in terms of their implementation, design operations and access control.
 - J Review of IPS implementation and operation
 - J Review of Mail security implementation and operation
 - J Review of DLP implementation and operation
 - J Review of Anti-APT implementation and operation
 - J Review of Anti-virus solution implementation and operation
 - **Cloud security:** - The cloud security includes the security review of the cloud infrastructure of DISCOM and the security measure taken by MSP/CSP to satisfies organizational security, privacy, and legislative requirements cloud owner, as applicable.
- c) **SCADA & RT-DAS System Security Assessment:** The following activities should cover under the **SCADA & RT-DAS** system assessment.
- **SCADA System Network architecture Review:** Review the Network architecture security with consideration to criticality and availability of control system for DISCOM business. Primary includes an analysis of the network connectivity with the field equipment, network connectivity within the control center, between the control centers to identify gaps/ inconsistencies in areas such as network segmentation, secure communication, remote connectivity, external interfaces, and other security controls as well as recommend corrective measures.
 - **SCADA Control centers Infrastructure configuration review:** - This review incorporates the DISCOM SCADA system operations and controls. Also review the configuration of network and security devices, OS, databases, and application.
 - **Review Connectivity of field equipment:** - It includes the connectivity review and security measures for field equipment i.e. LDMS, RTUs, FRTUs (on sample basis).
 - **Operator consoles/workstations security:** - This section emphasizes on the password-protected screen saver or even better, to get into the habit of locking computers when users walk away from them. The key security factors of workstation security are user access, role-based access, installed

application, Controlled Internet access, and other host security controls (i.e. antivirus, patch management, HIPS, etc.).

- d) **Business continuity and Disaster recovery:** -In this phase, Review the existing Business Continuity Plan (BCP), Disaster Recovery Plan (DRP), and associated processes for the existing IT infrastructure.
- **Resiliency- Business Continuity Plan review:** BCP review is the process involved in creating a system of prevention and recovery from potential cybersecurity threats to a company.
 - **Disaster recovery Site and Plan review:** Review the disaster recovery plan and DR site to ensure the operation of the Discom business in a contingency situation. Review the DR drill process implementation and effectiveness records.
- e) **User awareness and Training:** -Review the overall assessment and provide the advisory and guidelines. Also, conduct information security awareness training for the concerned staff.
- **User awareness:** - Review user awareness about basic information security (e.g., phishing, smishing campaigns). Perform test scenarios (email and call content) customized to DISCOM's environment and report gaps and issues identified during the exercise.
- Cyber security training program:** - Conduct 4-5 virtual sessions (for 2 hours each) with IT team on security awareness and cyber security practices with the reference of DISCOM IT infrastructure

1.6. Timelines for deliverables:

Bidder can start the multiple phase at a same time with mutual discussion. Activities must be Planned & finalized such that total contract period must not be more than 190 days.

Sr. No.	Milestone	Completion Schedule Stage 1 (Do = Effective Date in weeks)	Review period for DISCOM	Completion Schedule Stage-2
1	Date of Award	Do		
2	Signing of Agreement	Do +15 Days		
3	Phase -1 Security Governance and framework Review	D1= (Do+6 Weeks)	4 weeks for each Phase after completion of stage 1	6-8 weeks after the remediation action completed by DISCOM
4	Phase- 2 Infrastructure and Application Assessment	D2= (D1+6 Weeks)		
5	Phase-3 SCADA & RT-DAS System Security Assessment	D3= (D2+3 Weeks)		
6	Phase-4 Business continuity and disaster recovery	D4= (D3+2 Weeks)		
	Phase-5 User awareness and Training	D5= (D4+2 Weeks)		

2. DISCOM will take remediation action for the gaps identified during the first assessment within 4 weeks after the submission of Stage -1 reports and will confirm the bidder to perform stage-2 assessment.

2.1. Project Deliverables

Bidder will submit the project deliverables as mentioned below at the completion of each phase.

Sr. No.	Project Phase	Deliverables (Stage 1 & 2)
1	Phase -1 (Security Governance and framework Review)	<ul style="list-style-type: none">) Draft/Updated IT security Policies and procedure <ul style="list-style-type: none"> ▪ Information Security (InfoSec) ▪ Cyber Crisis Management Plan (CCMP) ▪ Incident Management System ▪ Change and capacity Management ▪ User Access Management ▪ Backup & restoration management ▪ Asset management policy) Assessment report of Security processes compliance review) Assessment report of Physical and perimeter security review
2	Phase -2 (Infrastructure and Application Assessment)	<ul style="list-style-type: none">) Network Architecture Security Review report) Secure work from home review report) Application Security Assessment report) VAPT of Network and Infrastructure report) Configuration Review report of IT Infrastructure) Endpoint security review report) Security Solution review report) Cloud security assessment Report
3	Phase -3 (SCADA & RT-DAS System Security Assessment)	SCADA & RTDAS System assessment report
4	Phase -4 (Business continuity and disaster recovery)	BCP, DR review report
5	Phase -5 (User awareness and Training)	User awareness content and report

Reports require by DISCOM, during and at the end of the IT security audit exercise:

-) Summary of Cyber Audit findings, including identification tests and the results of the tests need to be shared with concerned DISCOM officials.
-) Analysis of vulnerabilities and issues of concern of Cyber Security needs to be reported.
-) Recommendations in line with CERT-IN guidelines to make DISCOM's IT infrastructure CERT-IN compliant.

- J Presentations on the IT security audit Report, its findings, conclusions, and recommendations for Gap Analysis and Plugging, as per CERT-In guidelines, need to be made to the management of DISCOM as required
- J The bidder is expected to submit Audit Report (in hard copy and soft copy) at the end of respective audit phase. The audit report shall include:
 - Executive summary, activities covered; inventory of systems and devices covered and detailed observations for each area.
 - Business or technical risk inherent in the vulnerability identified.
 - A technical description and classification of each vulnerability. Technical description of how to mitigate the vulnerability
 - Anatomy of exploitation including steps taken and proof in the form of screenshots
 - Vulnerability classification that describes the risk level as a function of vulnerability impact and likelihood (including commonly known identifiers.)
 - Logging of complete communication between auditors and auditees.
 - Review each possible mitigation control in place against the checklist as mentioned in Information Security Standards such as ISO, NIST, ITIL etc. against each vulnerability and its compliance status.

SECTION 6: TECHNICAL PROPOSAL SUBMISSION SHEET

Cover Letter

(To be furnished by the bidder on the letter head.).

Date

To

The Superintending Engineer [IT]
Jodhpur Vidyut Vitran Nigam Ltd.,
Newl Power House Premises
Jodhpur-342 0003
e-mail: SEIT.JDVVNL@RAJASTHAN.GOV.IN

Subject: Proposal against TN-IT-22

Dear Sir,

We have procured tender specification TN-_____(Specify tender number) for “CYBER SECURITY ASSESSMENT OF IT INFRASTRUCTURE AND APPLICATIONS”

We agree to provide the material as per the scope of work given under this tender specification.

We also agree that:-

1. The prices as mentioned in “Financial offer” are firm in all respect.
2. The prices quoted are valid for a period of 180 days from the date of opening of technical bid.
3. We also understand that the quantities mentioned in the price schedule shall be meant for bid evaluation and payment shall be made to us on the basis of actual number of items supplied / services delivered.
4. We have understood the terms of payment and undertake to abide by the same.
5. We understand that conditional offers are likely to be rejected.
6. The execution of work shall strictly be in accordance with the work completion schedule as given by JDVVNL. In case we fail to complete the work as indicated therein we shall pay penalty as per relevant GCC clause of the specification.
7. The services provided/material supplied by us shall conform to the specifications.
8. We confirm that we agree to adhere to all the commercial terms and conditions as well as the technical stipulation of your specification and there is no deviation. Such acceptance has also been confirmed in prescribed schedules.
9. Until a formal contract is prepared and executed, this is in acceptance and support of award which shall constitute a binding contract between us. We also understand that the JDVVNL. reserves its right to reject any or all of the bids without assigning any reason.

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

Enclosed:

1. Proof of requisite fee/bid security deposition
2. Requisite documents in support to Pre- Qualification Criteria
3. Details of applicable rate of GST in the prescribed format at Section-7 “GUIDELINES FOR FINANCIAL BID SUBMISSION”.
4. Schedule-1 : General Profile of the Bidder
5. Schedule-2: Confirmation of “NO DEVIATION” in commercial terms and conditions.
6. Schedule-3: Confirmation of “No deviation” in technical terms and conditions.
7. Schedule-4 : FINANCIAL CAPABILITIES
8. Schedule-5 : Bidder’s Authorization Certificate
9. Schedule-6: Power Of Attorney In Favour Of Authorised Signatory of the Bidder
10. Schedule-7 : Eligible Project Experience
11. Schedule-8: Self declaration – no blacklisting
12. Schedule -9 : Undertaking For Various Information Furnished

Thanking you.

Yours faithfully,
(Signature)
Name & Designation

Place

Date

Seal of the Company/ Firm

SCHEDULE-1**General Profile of the Bidder**

(To be furnished on Bidder's Letterhead.)

S.No.	DETAILS	RESPONSES
1.	NAME & COMMUNICATION DETAILS	
A	Full legal name of the firm	
B	Year of establishment	
C	Registered Office Address.	
D	Address for Correspondence.	
E	Telegraphic Address.	
F	Telephone No.	
G	E-Mail Address.	
H	Fax Number.	
I	Authorized person (s) to be contacted.	
J	Names and Addresses of the Proprietors/ Partners.	
K	Type of the firm Private limited/ Public limited/Government sector	
L	Whether registered under companies act or any other act	
M	Registration No & Date	
2.	ORGANIZATIONAL CAPABILITIES	
A	Field organization and resources to be deployed for the proposed job	Kindly provide chart in separate sheet
B	Personnel capabilities (name, qualification, experiences, association with firm and competence of the key personnel's / professionals staff to be deployed for the assignment)	Kindly provide in separate sheet
C	Details of the consultants if employed for the proposed job	
D	Details of infrastructure to be deployed	Kindly attach separate sheet

Place:

Name: _____

Date:

Designation: _____

Signature: _____

Seal / common seal

SCHEDULE-2

Confirmation of “NO DEVIATION” in commercial terms and conditions of

Tender No. **JdVVNL/SE(IT)/TN-IT-22.**

(To be furnished by the bidder on the letter head.)

Commercial Terms & Conditions

Bidder's Name & Address:

To
The Superintending Engineer [IT]
Jodhpur Vidyut Vitran Nigam Ltd.,
Newl Power House Premises
Jodhpur-342 0003
e-mail: SEIT.JDVVNL@RAJASTHAN.GOV.IN

Dear Sir,

Sub: Confirmation for “**No Deviation**” in Commercial terms & conditions of package No. **JdVVNL/SE (IT)/TN-IT-22**

We hereby confirm that there is nil deviation in commercial terms & conditions stipulated in the bidding documents and we agree to adhere the same strictly.

Place:

Name: _____

Date:

Designation: _____

Signature: _____

Seal / common seal

SCHEDULE-3

Confirmation of “No deviation” in technical terms and conditions of

Tender No. **JdVVNL/SE(IT)/TN-IT-22.**

(To be furnished by the bidder on the letter head. In case of Consortium on the letterhead of Lead Member)

Technical Terms & Conditions

Bidder's Name & Address:

To
The Superintending Engineer [IT]
Jodhpur Vidyut Vitran Nigam Ltd.,
Newl Power House Premises
Jodhpur-342 0003
e-mail: SEIT.JDVVNL@RAJASTHAN.GOV.IN

Dear Sir,

Sub: Confirmation for “**No Deviation**” in Technical terms & conditions of package No. **JdVVNL/SE(IT)/TN-IT-22.**

We hereby confirm that there is nil deviation in technical terms & conditions stipulated in the bidding documents and we agree to adhere to the same strictly.

Place: _____ Name: _____

Date: _____ Designation: _____

Signature: _____

Seal / common seal

SCHEDULE-4**FINANCIAL CAPABILITIES**

(To be furnished on Bidder's Letterhead.)

DETAILS OF FINANCIAL CAPABILITY

S. No	Financial Year	Turn Over (In INR)	Whether Net Worth Positive or NOT (Select as applicable)	Whether Net Profit earned or not? (Select as applicable)
1	FY 2016-2017		YES/NO	YES/NO
2	FY 2017-2018		YES/NO	YES/NO
3	FY 2018-2019		YES/NO	YES/NO
4	FY 2019-2020		YES/NO	YES/NO

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

We hereby certify that the above information is correct.

Place:

Name: _____

Date:

Designation: _____

Signature: _____

Seal / common seal

Schedule-5**Bidder's Authorization Certificate**

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

[Reference No.]

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

Thanking you,

Name of the Bidder: -

Verified

Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

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

Schedule -6

Power Of Attorney In Favour Of Authorised Signatory of the Bidder

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

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

Schedule-7**Technical Response - Eligible Project Experience**

(To be duly attested by the authorized official)

Please provide detail methodology, Tools, to deliver the asked scope of work. Also mentioned the list of consultants and their CVs who are going to deliver the same.

In addition to that kindly provides Project Experience of the Firm's especially in the Power Utility (India) past experience as below:

S. No.	Name of the client	Name of Assignment	Year of award	Year of completion	Broad Scope of work	Reference Officer Name & Contact Details

Note: Please use separate sheets for each project. The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Date:-

Place:-

(Signature).....

(Name).....

Designation).....

(Organization Seal).....

Schedule-8**Self-declaration – no blacklisting
(on Rajasthan NJSP of Rs. 500/-)**

To

The Superintending Engineer [IT]
Jodhpur Vidyut Vitran Nigam Ltd.,
Newl Power House Premises
Jodhpur-342 0003
e-mail: SEIT.JDVVNL@RAJASTHAN.GOV.IN

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

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

- g. does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract as on date of bidding, or not have been otherwise disqualified pursuant to debarment proceedings;
- h. Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i. Will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

Schedule-9

**UNDERTAKING FOR VARIOUS INFORMATION FURNISHED
(To be furnished on appropriate non-judicial Stamp Paper of Rs. 500/-)**

Bidder's Name & Address:

To,

The Superintending Engineer [IT]
Jodhpur Vidyut Vitran Nigam Ltd.,
New Power House Premises
Jodhpur-342 0003
e-mail: SEIT.JDVVNL@RAJASTHAN.GOV.IN

Dear Sir,

Sub: Undertaking for various information against TN-IT-22

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

(Signature).....

(Name).....

(Designation).....

(Common Seal).....

Date :

Place :

Annexure-I**BID SECURITY FORM**

(To be stamped in accordance with value specified in this bidding document, the Non-Judicial Stamp Paper of Rajasthan should be in the name of the issuing Bank)

Bank Guarantee No.:

Date:

To:

The Superintending Engineer [IT]
Jodhpur Vidyut Vitran Nigam Ltd.,
New Power House Premises
Jodhpur-342 0003
e-mail: SEIT.JDVVNL@RAJASTHAN.GOV.IN

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

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

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

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- 2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the

withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or

(3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid; or

(4) In the case of a successful Bidder, if the Bidder fails within the specified time limit

(i) to sign the Contract Agreement, or

(ii) to furnish the required performance security, or

(6) In any other case specifically provided for in the bidding document.

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

This guarantee will remain in full force up to and including (insert date, which shall be the date 30 days after the period of bid validity)....., and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note:

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

Quote

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures)_____ [_____ (value in words)_____].

2. This Bank Guarantee shall be valid upto _____(validity date)_____.

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____.”

Unquote

Annexure-II**PERFORMANCE SECURITY FORM**

(To be stamped in accordance with value specified in this bidding document, the Non-Judicial Stamp Paper of Rajasthan should be in the name of the issuing Bank)

Bank Guarantee No.

Date.....

Contract No.....

.....[Name of Contract].....

To:

The Superintending Engineer [IT]
Jodhpur Vidyut Vitran Nigam Ltd.,
New Power House Premises
Jodhpur-342 0003
e-mail: SEIT.JDVVNL@RAJASTHAN.GOV.IN

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on(*insert date of the Contract*)..... between M/s. XXXXX (*Name of Employer*), having its Registered Office at XXXXX (*Registered Address of employer*) ("the Employer"/" XXXXX (*Name of Employer*)") **on behalf of XXXX (*Name of owner*) (hereinafter referred to as 'XXXX (*Short Name of Owner*)' / 'Owner')**, and M/s (*Name of Contractor*), having its Principal place of business at(*Address of Contractor*) and Registered Office at(*Registered address of Contractor*) ("the Contractor") concerning (*Indicate brief scope of work*) for the complete execution of the (*insert name of Package alongwith name of the Project*)..... [*Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them*]

Or

We refer to the Contract signed on(*insert date of the Contract*)..... between M/s. XXXXX (*Name of Employer*), having its Registered Office at XXXXX

(Registered Address of employer) ("the Employer"/" XXXXX *(Name of Employer)*") **on behalf of XXXX *(Name of owner)* (hereinafter referred to as 'XXXX *(Short Name of Owner)*' / 'Owner')**, and M/s *(Name of Contractor)*, having its Principal place of business at*(Address of Contractor)* and Registered Office at*(Registered address of Contractor)* ("the Contractor") and the Contract ("the Contract") signed on*(insert date of the Contract)*..... between Jodhpur Vidyut Vitaran Nigam Limited *(Name of Employer)***on behalf of Owner** and M/s *(Name of Associate)*, having its Principal place of business at*(Address of Associate)* and Registered Office at*(Registered address of Associate)*, the Associate of the Contractor for executing the Facilities concerning *(Indicate brief scope of work)* for the complete execution of the *(insert name of Package alongwith name of the Project)*..... [Applicable for Bank Guarantees to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned,*(insert name & address of the issuing bank)*, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at*(insert address of registered office of the bank)*..... do hereby irrevocably guarantee payment to the Employer up to i.e., Ten percent (10%) of the Contract Price until ninety (90) days beyond the Contract Period i.e., upto and inclusive of *(dd/mm/yy)*.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by the Employer duly authorized officer or the authorized officer of **Owner** declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to the Employer whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Contract Period of the Facilities i.e. upto and inclusive of *(dd/mm/yy)* and shall be extended from time to time as may be desired by the employer.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to the Employer shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

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

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

“Notwithstanding anything contained herein:

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

Unquote

SECTION 7: GUIDELINES FOR FINANCIAL BID SUBMISSION

(Not to be filled here)

(Financial offer has to be furnished in BOQ excel file).**NOTE: BIDDER IS REQUIRED TO READ CAREFULLY THE FOLLOWING BEFORE QUOTING THE PRICES**

- i) The format enclosed herewith is to be used to quote the price. No other format shall be used.
- ii) The price bid in the other formats may be rejected.
- iii) No cover letter is required to be enclosed with the price bid.
- iv) The quoted prices are exclusive of applicable tax/GST any statutory variation and imposing new tax by government shall be on Discom account.
- v) Price schedule is for reference purpose only. Bidder has to quote the price in BOQ.xls only.
- vi) Bidder must furnish details of applicable taxes/duties/GST along with technical bid in following format.

Please do not fill the prices here.

S. No.	Particular of activity	Unit	Details of applicable GST
1.0	Price shall be considered for deciding of L1 bidder		
1.1	CYBER SECURITY ASSESSMENT OF IT INFRASTRUCTURE AND APPLICATIONS	Job	

CLARIFICATION REGARDING BID PRICE SCHEDULE: The bidder will furnish the type of each tax clearly, as per the prevailing rate on the bid date in compliance document of financial offer. Any statutory variation and imposing new tax by government subsequently during the currency of contract shall be on JdVVNL account.

Appendix

Appendix-I-Glossary

JdVVNL or Jodhpur Discom	Jodhpur Vidyut Vitran Nigam Limited
MeitY	Ministry of Electronics and Information Technology
NCIIPC	National Critical Information Infrastructure Protection Center
CERT-In	Computer Emergency Response Team, India
OWASP	Open Web Application Security Project
VAPT	Vulnerability Assessment and Penetration Testing
API	Application Programming Interface
HIPS	Hardware Intrusion Prevention System
IPS	Intrusion Prevention System
DLP	Data Loss Protection
MSP	Managed Service Provider
CSP	Cloud Service Provider
APT	Advance Persistent Threat

Appendix-II - Indicative list of underlying Infrastructure

A. Software implemented under RAPDRP Scheme

Jodhpur DISCOM implemented 17 software applications during the RAPDRP programs. This module majorly covers all the business processes (commercial) within JDVVNL Discom, following is the list of business processes mapped and implemented:

1. Billing
2. Centralized customer care services
3. Collection
4. Commercial Database of Consumers
5. Disconnection and Dismantling
6. Energy Audit
7. GIS Based customer indexing and asset mapping
8. GIS based Network Analysis
9. Identity and Access management system
10. Management Information System
11. Meter Data Acquisition
12. Metering
13. New Connection
14. Asset Management
15. Maintenance Management
16. System Security Requirement
17. Web Self Service

(above applications are integrated to outside application / portal like payment gateway, mobile app and other government portals.)

IT System: ICT for all above business process are governed under RAPDRP scheme and named as IT system for DISCOM. All office of DISCOM access the

system and run the business process as per assigned role & rights. DC is created at Jaipur & DR at Jodhpur in DISCOM premises. Connectivity is provided to offices to create & run as INTRANET network DISCOM.

. Brief Description of DC & DR ,CCC

Following equipment are installed in DC & DR in different access zone based on system design. And DR is 100% replica to DC and having dedicated point to point connectivity for the data replication.

Sr. No.	RAPDRP DR centre – Jodhpur	Numbers
A	DC Class Servers	
1	HP DL 380 G6	68
2	HP DL 785 G5	30
B	Network & Security	
3	Internet Router	1
4	Core Router for MPLS VPN	2
5	Core Switch	2
6	Access Switch	1
7	Distribution Switch	1
8	Layer-II Switch	6
9	Intrusion Prevention System	3
10	Security Information Management	1
11	Global Server Load Balancer	2
12	FC-IP Router	1
C	Storage & Backup	
13	SAN Switch	2
14	SAN Storage	1
15	TAPE Library	1

B. Centralized Customer Care Center

CCC is for establishment of a centralized and computerized customer care center with single window operation equipped with latest technology & multi skilled customer service representatives. The one point contact service relieves the

customer from the inconvenience of visiting or contacting different utility offices. In addition to Complaints received online through Telephone, email, fax, letters and IVR system, many customers may choose a personal visit and therefore the Customer care Centre set up to address their grievances, must be equipped with basic amenities, clean environment and manned by trained personnel, who should be sensitive to customer needs.

The CCC Solution has been implemented by agency and maintain in Cloud.

C. SCADA System

Data Center for Jodhpur SCADA City is located at Jodhpur (New power house, Jodhpur) and Data Recovery Center is located at Jodhpur (New power house, Jodhpur). Data Center for Bikaner city is located at Bikaner City and Data recovery Centre is located at Jodhpur City (New power house, Jodhpur).

Bikaner City has been given as Distribution Franchisee (DF) and so operations of sub-transmission network and maintenance of SCADA system is in control of DF.

Jodhpur SCADA covers 53 Nos of 33/11kV s/s and 148 RMU where RTU & FRTU along with requisite field devices (MFT, CMR etc.) installed respectively. These 53 Nos of 33/11kV S/s distributed electricity to 2,76,994 Nos of Consumers of Jodhpur City.

D. Indicative list of underlying Infrastructure OF SCADA System

	Control center- Jodhpur		
1	SCADA/DMS server	No.	2
2	FEP server with interface switches	No.	2
3	ISR server	No.	2
4	NMS server	No.	2
5	DTS server	No.	0
6	Developmental server	No.	1
7	Communication Server	No.	2
8	Web/Directory server	No.	2
9	Workstation with dual TFT Monitors	No.	3
10	Remote VDUs with one TFT Monitors	No.	5
11	Developmental console with one TFT	No.	2

12	DTS/Workstation Console with dual TFTs	No.	0
13	DLP based Video Projection system with 2x3 Module configuration with each module at least 67" diagonal with common projector (2X3)	Set	1
14	External RAID Mass storage device (for 2 months online backup)	No.	1
15	External DAT drive (160/320GB)	No.	1
	Switches/Routers		
16	Layer II switch(SCADA/DMSLAN)	No.	2
17	Layer II switch (Development system LAN & DTS)	No.	1
18	Router one each for interfacing IT system , SCADA/DMS DR centre	No.	1
19	Router at remote VDU	No.	5
20	Firewall & network IPS	No.	
	Other Active Devices		
21	GPS Time synchronisation system	Set	2
22	Time, day & date digital displays	Set	1
	Printers		
23	A3 Color inkjet printer	No.	1
24	B/W Laser printer	No.	1
25	Color laser printer	No.	
26	Web server with load balancing	No.	2
27	Mail server	No.	
28	Router	No.	2
29	Firewall & network IDS/IPS	No.	2
30	Layer II switch	No.	2
	Cabling System		
31	Cable, Jacks etc.	Lot	1
32	Any other hardware to meet functional/performance requirement of MTS (KVM, Panel)	Lot	2
A2	Mandatory Spares		
33	5% of A1	0	
A3	Software for Control Centre		
34	SCADA software	Lot	1
35	ISR Software	Lot	1
36	DMS software	Lot	1
37	DTS software	Lot	0
38	Developmental software	Lot	1
39	Network Management Software	Lot	1
40	WEB/Network security software(Incl in web server)	Lot	
41	RDBMS Package (incl in ISR)	Lot	
42	GIS Adaptor/Engine for importing data from GIS system under IT system	Lot	1
43	Any other software to meet functional/performance requirement of MTS	Lot	
44	OS for Servers	Lot	15
45	OS for Workstations	Lot	10
46	Anti Virus Workstation Rise Antivirus standalone version	Lot	10
47	MS Office 2010 STD	Lot	2
48	Tase.2 ICCP Run-Time Executable License)	Lot	2
49	Raid Cluster Solution	Lot	1

	SCADA DR Jodhpur		
1	DR server	No.	2
2	Communication Server	No.	2
3	Workstation with one TFT Monitors	No.	2
4	External storage device	No.	2
5	External DAT drive	No.	2
6	Layer II switch (DR LAN)	No.	2
7	Router for interfacing at SCADA DMS centre	No.	1
8	Color inkjet printer	Set	2
9	B/w Laser printer	Set	2
10	Color laser printer	Set	2
11	Cable, Jacks etc.	No.	1
12	Any other hardware to meet functional/performance requirement of MTS (KVM, Panel)	Lot	2
13	Mandatory Spares for DR centre		
14	RDBMS (Included in server)		1
15	Any other software to meet functional/performance requirement of MTS		
16	OS for Servers	Lot	4
17	OS for Workstations	Lot	2
18	Anti Virus Workstation Rise Antivirus standalone version	Lot	2
19	Tase.2 ICCP Run-Time Executable License)	Lot	2
20	Raid Cluster Solution	Lot	1

RTU comprising panels, racks, subracks, Power Supply modules, CPU analog / digital input & control output module as per specification interfacing equipment, required converters & all other required items/accessories including complete wiring for all modules	No	53
MFTs	No	671
CMRs	No	8425
HDR	No	3312
Weather transducer - wind speed	No	1
Weather transducer – rainfall	No	1
Weather transducer – Humidity	No	1
Weather transducer – Temperature	No	1
Weather transducer – Wind Direction	No	1
Router	No	53
Single TFT PC for LDMS with all accessories	No	53
1 B/W laser printer	No	53
Local Data Monitoring System (LDMS)		
Software for LDMS(client based)	No	53
OS for PC	Lot	53
Anti Virus Workstation RiseAntivirus standalone version	Lot	53
MS Office 2010 STD	Lot	53
RTU Database Configuration & Maintenance Software tool	No	1
Master Station cum RTU Simulator & Protocol analyser software tool	No	1
Laptop PC for above software tools along with interfacing hardware including Hub	No	3

Mini pole mounted FRTU base equipment along with enclosure suitable to work in open environment (Adequate protection from water & dust) , racks, sub-racks, Power Supply modules with power backup , I/o modules, CPU, interfacing equipment, required converters & all other required items/accessories including complete wiring for all modules for locations mentioned BELOW	Set	148
MFTs		148
CMRs		0
HDR		1184
FRTU Database Configuration & Maintenance Software tool	No.	1
Master Station cum RTU Simulator & Protocol analyser software tool	No.	1
Laptop PC for above software tools along with interfacing hardware including Hub	No.	3

E. Indicative list of underlying Infrastructure OF IT System

Hardware/ Equipment – CCC Jodhpur	Verified Count
Application Server/Dialer/CRM/Voice Server	8
Hand Set	35
Head Set	35
Call Switching Equipment	1
IVRS (Interactive Voice Response System)	1
CTI (Computer Telephony Integration) Server	1
Automatic Call Distributor	1
Dialer	1
Voice Logger	1
Soft Telephone	25
IDF/MDF Wall Mount Racks	1
IDF/MDF Floor Mount Racks	1
Layer II Switch	5
Router for MPLS/ VPN Network	1
Cables, Jacks etc.	4
2/5 KV UPS	1
Workstation PC (including UPS, Computer Chair, Table etc.,)	42
Dot Matrix Printers	1
Network LaserJet (B/W) Printer	1

Item Description – DR Jodhpur	Count
Database Server for GIS in cluster failover Mode	2
CRM, Customer Care & Billing DB Server	2
ENMS and Energy Audit, MDM and AMR DB Server	2
Datawarehouse and BI Server	2
Asset and Maintenance DB Server	2
Integration DB Server	2
GIS Application Server	2
CRM and Customer Care & Web Self Service App Server	2
Billing and MDM App Server	2
ENMS and Energy Audit App Server	2
Asset & Maintenance App Server	2
Meter Data acquisition Servers	10
MIS Server	2

Integration Server	2
Testing, Development & QA Server	4
Access Control Server	2
Anti-Virus Server	2
AntiSpam Sever - SMTP Gateway	2
Active Directory Servers	3
Identity & Access Management Servers	6
HTTP Gateway Server	2
SMS Gateway Server	2
DNS Server	2
Web/ Portal Server	9
Web self service Server	2
Reverse Proxy Server	2
Terminal Servers	2
EMS/NMS Server with Network Operation Console	9
Storage Management & Performance Monitoring	2
DR Management Suite Server	1
Central Console Servers	2
Mail/Messaging Mailbox Server	3
Mail/Messaging HUB & CAS Server	3
Workstation PC (Computer chair, table etc.)	10
SAN storage 60 TB	1
Fiber Channel SAN switch	2
SAN Cabling	1
Backup Server	2
Tape Library	1
IDF/MDF Floor Mount Racks	30
Layer II Switch	6
Core Switch	2
Access Switch	1
Distribution Switch	1
Router for MPLS/ VPN Network	2
Router for Internet Gateway	1
Application Load Balancer (in built with the Core Switch)	2
Global Server Load Balancer	2
IDS System	3
IP PBX	1
Security Information Management	1
Cables, Jacks etc.	2
Fiber Optical Cable, Connectors, Patch Cord etc.	1
Critical Load UPS 160 KVA	2
Service Load UPS 20 KVA	2
Network LaserJet (B/W) Printer	2
Media for DAT drive	30
Blank Cartridges for Tape Library	100

F. Town Hardware

PC	968
Router	92
Layer II Switch	108
2 KVA UPS	57
600 VA UPS	48
Dot Matrix Printer	114
Network Laserjet Printer	69
A3 inkjet Printer	53
A4 Inkjet Printer	42
Line Printer	9
Bar Code Reader	224
Spot Billing Machine	0
IP Phone	99
Racks	109
DCUs	
Modems	

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