

Request for Proposal for
“Upgrading & Maintenance of
Local Area Network (LAN) at
various offices at Corporate
Office NPH Premises of
Jodhpur Discom”
Against IT-TN- 24

Purchaser:

Jodhpur Vidyut Vitran Nigam Ltd (JdVVNL), Jodhpur

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

NOTICE INVITING TENDER

Notice Inviting Tender

Reference No: TN -IT- 24

Jodhpur Vidyut Vitran Nigam Ltd. [“JDVVNL”/ “Jodhpur Discom”] invites bids from competent Agency for work of **“Upgrading & Maintenance of Local Area Network (LAN) at various offices at Corporate Office NPH Premises of Jodhpur Discom”** from the firms meeting minimum eligibility criteria as specified in the bid document.

Mode of Bid Submission	Online through e-Procurement / e-Tendering system at http://eproc.rajasthan.gov.in
Tendering Authority	Superintending Engineer (IT) Jodhpur Vidyut Vitran Nigam Ltd. Corporate office, New Power House, Jodhpur.
Estimated cost of Project (Approx.)	Rs. 8.75 Lacs (INR Eight lacs seventy five thousand only).
Contact Persons	Mr. R. N. Bishnoi, SE (IT) E-mail: - SEIT.JDVVNL@RAJASTHAN.GOV.IN Office: 9413359049
Submission of Bankers Cheque/ Demand Draft for Tender Document Fee (including GST@ 18%) with Sr.AO (CPC) in favour of Sr.AO(CPC), JDVVNL, Jodhpur (non-refundable), payable at Jodhpur, Rajasthan	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 of Demand Draft for e-Tender Processing Fee (including GST@ 18%) with Sr. AO(CPC) in favour of M.D, RISL, Jaipur (non-refundable)	Rs. 1180/-
Submission of Bid Security in the name of SE (IT), JDVVNL	Declaration is to be submitted in Annexure-11 on Rs.50/- Stamp Paper as per GoR Order No.F.2(1) Finance/G&T-SPFC/2017, Jaipur dated 23.12.2020.
Publishing Date/Time	04.05.2021 at 18.00 Hrs.
Last date of receipt of clarification/queries	Within **6** days from date of uploading of tender document over E-mail: - seitjodhpur@gmail.com, SEIT.JDVVNL@RAJASTHAN.GOV.IN
Submission Date for Banker's Cheque/ Demand Draft / BG for Tender Fee, BID Security, and Processing Fee.	The deadline for submission of these instruments is Bid submission deadline. The Bidder can submit these instruments before the deadline. The Bidder has to submit the same in hard copy and attach the scan of receipts

	with online bids.
Document Download / Sale Start Date	04.05.2021 at 18.30 hrs onwards at https://eproc.rajasthan.gov.in , www.energy.rajasthan.gov.in/JDVVNL/
Document Download / Sale End Date/Time	24.05.2021 at 18.00 Hrs.
Bid submission Start Date/Time & Place of submission of bids	04.05.2021 at 18.30 Hrs. onwards at https://eproc.rajasthan.gov.in
Bid submission Last Date/ Time	24.05.2021 at 18.00 Hrs.
Last date & Time for Submission of Banker's Cheque/ Demand Draft/BG for Tender Fee, BID Security, and Processing Fee	24.05.2021 at 18.00 Hrs. in the Office of SR. Accounts Officer(CPC), New Power house Premises, Basni Industrial, Jodhpur
Date & Time of Opening of Technical Bids	25.05.2021 after 15.00 Hrs. on https://eproc.rajasthan.gov.in
Date & Time of Opening of Financial Bids	To be intimated later
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	http://eproc.rajasthan.gov.in . http://www.Jodhpurdiscom.com
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 and expertise as per Qualification requirement detailed in this document.

Before bidding under this bid, bidder should ensure that: -

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

NOTE:

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

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

E-mail: eproc@rajasthan.gov.in

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

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-III** to know the process for submitting the electronic bids at the website.
4. The ‘Instructions to bidders’ and other terms and conditions of this tender pertaining to the bidding process generally follow the guidelines of e-tendering system of the government of Rajasthan, available at URL <https://www.eproc.rajasthan.gov.in>. However, wherever there is any anomaly between the conditions referred to in this tender document and the GoR e-tendering system, the latter shall be final.
5. The complete tender document has been published on the websites, www.energy.rajasthan.gov.in/JdVVNL and <https://www.eproc.rajasthan.gov.in> for the purpose of downloading.
6. The downloaded tender document shall be considered valid for participation in the bid process subject to submission of required Tender fees, e-Tender Processing Fee & Bid Security as mentioned in the NIT Section table. A copy of receipt of the tender fees, e-Tender Processing Fees & BID SECURITY must be enclosed along with the Technical bid/proposal failing which the bid will be summarily rejected. The last date of submission of these Original instruments is mentioned in the NIT Table. The Bidder must take due care in submitting the instruments and collecting receipts from 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. All the communication/correspondence including the Bid (Technical and Financial Bid) must be signed and stamped on each page by the designated Authorized Representative of the bidder failing which the bid will be summarily rejected.
13. The Bids can be submitted up to date and time given as specified in the NIT Table.
14. The complete bidding process is defined in the tender document.
15. In case, a bidder imposes conditions which are in addition or at variance or in conflict with the terms and conditions as specified in this tender document, all such bids will be summarily rejected.
16. Tendering Authority reserves the complete right to accept or reject in part or full any or all the bids without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/ rejected by the tendering authority.
17. In case, a dispute arises with regard to interpretation/ omission/ error in this tender document, bid submitted, other documents; the decision of SE (IT), JDVVNL, JODHPUR will be final and binding upon the bidders.
18. Interested bidders may obtain further information from the office of

**The Superintending Engineer (IT),
Jodhpur Vidyut Vitran Nigam Ltd,
Corporate office,
New Power House, Jodhpur 342001**

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SECTION - I INTRODUCTION

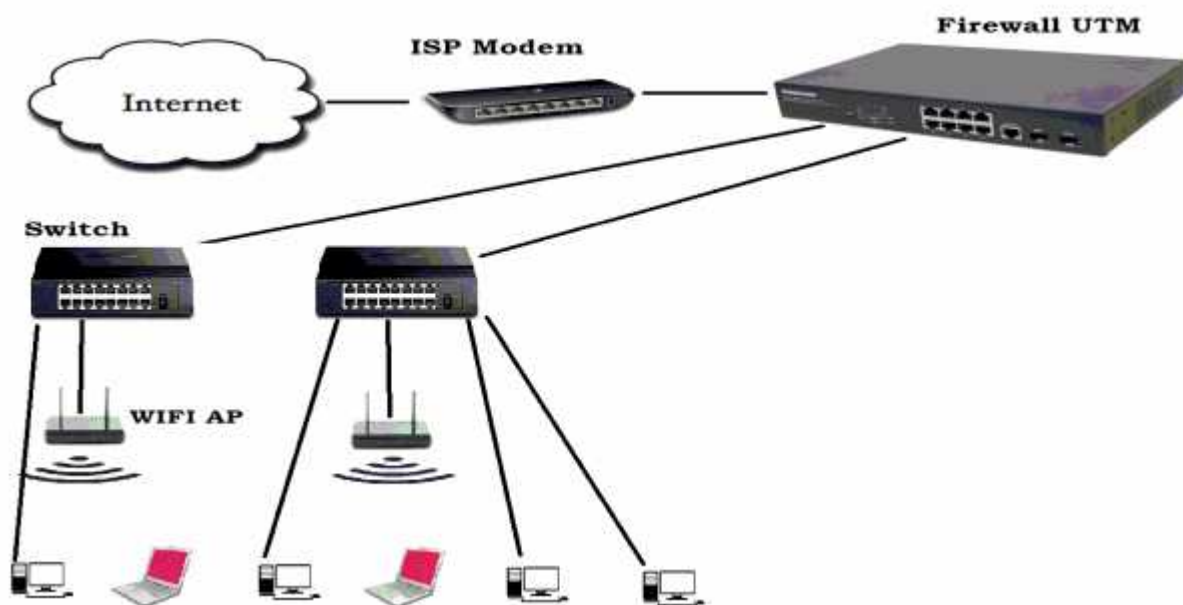
Purpose of RFP

JODHPUR VIDYUT VITRAN NIGAM LIMITED (Jodhpur Discom) is an undertaking of Government of Rajasthan engaged in distribution and supply of electricity in the jurisdiction of Jodhpur Discom. Jodhpur Discom registered office situated at New Power House premises, Basni Industrial, Jodhpur. Internet and intranet facilities are leverage by various administrative offices /departments functional at registered office.

As part of the IT enablement and enhancement of operational and administrative processes, Jodhpur Discom inviting bids from qualified vendors for "Upgradation of Local Area Network (LAN) at various wings/ offices at Corporate Office NPH Premises of Jodhpur Discom" through this RFP for Jodhpur Discom Head-Office located at New Power House, Basni , Jodhpur-342003

Objective of the network system is to provide uninterrupted and resilient network facility to various wings/offices for internet & intranet users of Jodhpur Discom with provision of tender as of rate contract type for the contract period with detailed as per scope of work.

Backbone over optical fibre within buildings with termination at Switch/hub. From this switch connectivity to work station computer of that floor of the building and from that switch to wifi-AP of that building.



SECTION - II QUALIFICATION REQUIREMENTS (QR)

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

QR for Upgrading & Maintenance of Local Area Network (LAN)		
Sr.	Qualification requirement	Supporting Documents Required
1	<p>The bidder shall be a registered firm /partnership firm company in India under the Indian Companies Act-2013 with latest amendments</p> <p style="text-align: center;">OR</p> <p>Registered with MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.</p>	<p>Copy of Self-Attested Incorporation Certificate, MOA & AOA in case of Company</p> <p style="text-align: center;">OR</p> <p>Registration Certificate with MSME Deptt.</p>
2	<p>The bidder must have experience for carrying out of work of LAN work and supply of Computer Hardware /software to/within Govt. Dept./ PSUs / Institute/ Pvt. organization within last 3 financial years having installation and configuration of UTM and atleast 5 no.s of wifi accespoint operational with UTM in one order</p>	<p>The bidder should submit copy of Work orders and work completion certificates.</p>
3	<p>The Bidder should be premium partner / authorized reseller of the Computer Hardware Devices in India. The Bidder must be in position to provide support / maintenance / up gradation during the period of contract.</p>	<p>Bidder, be it premium partner /authorized reseller, to submit a letter of authorization / Manufacturer Authorization Form (MAF).</p>
4	<p>The Bidder should have an average Annual Turn Over of Rs. 15 Lacs during the last three financial year.</p>	<p>The bidder should submit Copy of the audited statement of accounts (P&L Account & Balance Sheet) duly certified by the Chartered Accountant along with certificate stating the Turnover as a proof.</p>
5	<p>Legal Status of firm, place of registration, Principal place of Business of firm.</p> <p>If registered Outside of Jodhpur City Area, then branch office should in Jodhpur for facility/support</p>	<p>Name Registered under GST, Enclosed Document For Branch office supporting document of proof.</p>
6	<p>All the testing equipments like LAN tester, software tools, LAN continuity tester etc required for testing and functioning of LAN</p>	<p>The bidder shall furnish a Self-Declaration on letterhead.</p>

	and IT component must be available with the firm.	
7	The OEM/ Bidder should submit a certificate, certifying that all the components/parts/assembly/ quoted/ used in the aforesaid mentioned proposal were original/ new components / parts/ assembly/ software, and that no refurbished/duplicate/ second hand components/parts/assembly were being used or would be used. .	The bidder shall furnish a Self-Declaration on letterhead.
8	The bidder should have registered positive net profit (after tax) in at least one year in the last three Financial Years (2016-19). Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable. Bidders who are yet to publish their audited document for the year 2018- 19, must submit the provisional/CA certified results for the FY 2018-19. (Annexure-3)	The bidders should furnish documentary proof.
9	The bidder should not have been blacklisted from the Government of Rajasthan or Rajasthan Discoms as on date of bidding.	The bidder shall furnish a Self-Declaration for No Blacklisting on letterhead.
10	The bidder must have a valid GSTIN	The bidder should furnish documentary proof.
11	Bidder should be certify the availability of equipment & man-power required throughout the tender period.	The bidder shall furnish a Self-Declaration on letterhead.
12	The bidder shall have capable man-power having experience of installation of LAN network as well as support for third party product.	The bidder shall furnish a Self-Declaration on letterhead.

NOTE: In case of non-furnishing of requisite document along with the bid, the bid will be considered as non-responsive and bid may be summarily rejected. (Annexure-14) .

SECTION – III INSTRUCTION TO BIDDER

1. GENERAL INSTRUCTIONS

- 1.1. Tendering authority will receive bids in respect of services as set forth in the accompanying tender document.
- 1.2. All bids shall be prepared and submitted in accordance with terms and conditions of this Tender Document.
- 1.3. The Bidder, in his own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in General Conditions of Contract and Technical specification before filling and submitting the Bids.
- 1.4. If the bidder has any doubt as to the meaning of any provisions or any portion thereof, he shall before submitting the Bid, may refer the same to the Tendering Authority in writing, well in time before the specified date of opening of Bids so that such doubts may be clarified.
- 1.5. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing this tender document unless otherwise specifically indicated/ commented by him in his Bid.
- 1.6. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected.
- 1.7. The works referred herein shall cover the entire scope of the proposal which include commissioning and erection of equipment including the successful completion of performance and guarantee tests which the Discom desires to get executed.
- 1.8. In case of conflict between the provisions (relating to financial criteria /parameters) of the SBD and the GFR, the provisions of the latter (i.e. GFR & RTPP Act- 2012 & Rules 2013) shall prevail.

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. BID SECURITY:

- 4.1.1. The Bidder shall furnish Bid Security Declaration as per the prescribed in NIT section..
- 4.1.2. The Bidder shall deposit/submit the Bid Security Declaration in prescribed format to the 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 Bid Security Declaration shall be rejected and the Bid will not be opened
- 4.1.4. In case of bidders who are declared as non-responsive, Bid Security will be refunded on production of the original receipt within 15 working days after opening of financial bid.
- 4.1.5. Adjustments/proposals for acceptance of EMD/ Bid Security, if any, already lying with the Discom in connection with some other bids/orders shall not be entertained. Also, the Discom will not adjust the EMD/ Bid Security 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 Bid Security, if successful bidder either has not accepted the work order or not completed the contractual requirement within the specified period or not earnest in executing the work order placed to successful bidder.

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/JDVVNL 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. AO (CPC), Jodhpur and obtain acknowledgement thereof. Such processing fee shall be sent to RISL by Sr. AO (CPC), JDVVNL.

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, She/He can raise the same to the tendering authority i.e. SE(IT) JDVVNL, Jodhpur on any working day from 10:00 AM to 6.00 PM within seven days of publishing date of RFP.

- 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.
- 5.1.4 Below format should be used for any clarification on tender.

S. No	RFP Section No. & Clause No.	Page No.	Clause Description	Clarification required by the bidder	Suggestions / Queries

Name: _____

In the Capacity of: _____

Signed: _____

Duly authorized to sign the bid for and on behalf of: _____

Date: _____

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 No COMMERCIAL deviation shall be entertained as provided in Annexure.
- 5.4.2 The Bids with Deviation from the requirement laid down in this document shall be considered as NON Responsive.
- 5.4.3 All such deviations shall be clearly mentioned in Format related to Deviation. Jodhpur Discom reserves the right to accept the deviation with financial implication or reject the same out rightly. Unless the deviations from the Tender document are specifically mentioned, it will be understood and agreed that the proposal is based on strict conformity to the Terms & Conditions of this Tender document in all respect and it will be assumed that all such Terms & Conditions are acceptable to the Bidder. In case there is 'No Deviation', the Bidder must submit Annexure provide overleaf.

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 Bid Security.

- b) Cover 2: Techno-Commercial Bid (to be uploaded in pdf format):
 - (i) Complete Technical Bid comprising information in specified formats and schedules (Except the price schedule) including details of the proposed services and man power to meet out the work requirement together with its capabilities.
 - (ii) Supporting documents to ascertain the eligibility / qualification as per the QR requirements of this tender

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

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 eproc-portal of Rajasthan Govt. 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 The bidder will furnish the break-up of the quoted price in Financial Bid according to the Financial Bid Format, indicating rate and type of each tax clearly, as per the rates prevailing within 7 days before the bid date. Any statutory variation and imposing of new tax by government subsequent to bid submission/currency of Contract shall be on Discom account.

6.8 TAXES AND DUTIES

- 6.8.1 The prices should be exclusive of all duties/taxes/levies etc., prevailed at the time of submission of bid. As responsibility for exclusion all applicable taxes/duties /levies in the proposal lie with the bidder and as such Jodhpur Discom shall not be responsible for any error/omission on your part.

- 6.8.2 For goods supplied from outside the Purchaser's country, you shall be entirely responsible for all taxes, duties, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 6.8.3 For goods supplied from within the Purchaser's country, Supplier shall be entirely responsible for all taxes, duties, entry tax, license fees, other levies, etc., incurred until delivery of the Goods and Related service to the Purchaser. The Purchaser will not provide Central sales tax Form "C" or "D" / VAT declaration form, whenever applicable.
- 6.8.4 The cost of Entry Tax as applicable will be the liability of the Supplier i.e. the price quoted will be exclusive of Entry Tax. The amount of Entry Tax will be deducted from the Supplier's invoice and remittance to tax dept. will be made by the Purchaser under the TIN number of Purchaser. If any liability is raised by the commercial tax department, Govt. of Rajasthan on account of Entry Tax at a later date, the same shall be on the Supplier's account and accordingly recovery shall be made from the supplier's pending bills/security deposit as available with the Purchaser
- 6.8.5 The duties / Taxes / levies etc. may be indicated individually in the bill while claiming the payment.

6.9 Price Variation

On request of firm with supporting documents the price variation shall be applicable as per any changes in the norms given by Govt. of India/Govt. of Rajasthan affecting the offered price against the unit rates mentioned in the Contract/Work Order once in a FY after completion of first year.

After mutual consent on terms and conditions and approval from SE (IT). The revised rates shall be applicable for ensuing months only. The decision of SE(IT) will be final and will abide to bidder for the price variation.

In this regard SE (IT)/ Nodal Officer shall issue notification to all payment authorities.

7. PERIOD OF VALIDITY OF BIDS

- 7.1 The submission of any Bid connected with this Tender document shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Jodhpur Discom for rejection of his bid. Jodhpur Discom shall always be at liberty to reject or accept any Bid or Bids at its sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against any Discom.

7.2 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.

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

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.

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:

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

- 1) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
3. If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (1) and (2) above.
4. If there is a discrepancy between percentage and figures related to various taxes or levies, the percentage shall prevail over figure mentioned. However, where the amount expressed in percentage is related to an arithmetic error, the amount in figures shall prevail subject to (1) and (2) above. It should also be noted that at time of

payment against, the prevailing tax/levy rates will be used as on the date of approval of payment.

Except as provided in sub-clauses (1) to (4) herein above, Tendering Authority shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.

If the Bidder does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited

13.1.5 The bids will be evaluated and awarded as per the evaluation criteria that “The Bidders having lowest financial quote during Financial Bid Evaluation shall be considered as the L1 Bidders”.

13.1.6 The Bid Security 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.

13.3 DETERMINATION OF RESPONSIVENESS

13.4.1 The determination of the responsiveness of a bid would be based on the contents of the information furnished by the Bidders in the Bid.

13.4.2 A responsive bid would be the one that meets the requirements of the Tender document without material deviation, reservation, or omission where: -

- i. “Deviation” is a departure from the requirements specified in the Tender document.
- ii. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender document.
- iii. “Omission” is the failure to submit part or all of the information or documentation required in the Tender document.

13.4.3 A material deviation, reservation, or omission is one that,

- i. If accepted, would: -
 - a) Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Tender document; or
 - b) Limits in any substantial way, inconsistent with the Tender document, the Tendering Authority’s rights or the bidder’s obligations under the proposed Contract; or
- ii. If rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.
- iii. Dilute the Qualification requirements mentioned in this Tender document.

13.4.4 The Tendering Authority shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Tender document have been met without any material deviation or reservation.

13.4.5 The tendering authority shall compare all responsive bids to determine the best bid, in accordance with the provisions of this Tender document.

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 if any

- 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 bidder not able to produce the original certificates as asked by tendering authority, the bid/offer may be rejected/non-responsive.
- vi. In case of any cover letter with financial offer comprising any supplementary statement or discount or any condition the bid / offer may be rejected / non-responsive.

- vii. In case of any mis-apprehension at bidder level which may lead to wrong price bidding, Discom reserve the right to reject the bid or take necessary loading / unloading to arrive the correct price as per aspersions of Discom / tender specification. Accordingly the bidders are advised to ask to clarify about any mis-apprehension before bidding. No excuse shall be considered in this regard.
- viii. Does not meet the Qualification Requirement (QR) as mentioned in the bidding document.
- ix. During validity of the bid or its extended period, if any, increases his quoted prices.
- x. Has imposed conditions in his bid.
- xi. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- xii. Has been black listed, by any utilities of India during Last 5 financial years.
- xiii. Has submitted bid which is not accompanied by required documentation and Bid Security /Tender document fees/Processing fees.
- xiv. Has failed to provide clarifications related there to, when sought.
- xv. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the Bid Security.

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

17. AWARD OF CONTRACT

17.1 ACCEPTANCE OF THE TENDER/BID AND NOTIFICATION OF AWARD

- 17.1.1. After the selection of the Successful Bidder by the Tendering Authority within the validity period of Bid, the Tendering Authority shall inform such Bidder in writing by issuing Letter of Intent (LOI).
- 17.1.2. The Successful Bidder (s) shall send an acknowledgement the LOI to the Discom, post which Discom shall prepare and send a detailed work order to the Successful Bidder (s). In case, the Successful Bidder (s) refuses at the issue of LOI, the intent to perform the scope of work, it shall be rejected with forfeiture of its Bid Security and offer may be extended to the L2 Bidder and so on.
- 17.1.3. Discom shall issue Work Order to the Successful Bidder requiring him to do the following things within specified timeline. If the Bidder fails to do the following things within specified timeline,

Bid Security of such Bidder shall be forfeited and Tendering Authority of Discom may consider the next ranked bidder.

17.1.4. Written Letter of Acceptance of Work Order along with duly signed and sealed copy of such Work Order as token of such acknowledgement within 7 working days.

17.1.5. Submission of Performance Guarantee as required to be submitted under the Contract within 15 working days.

17.1.6. Signing of the Contract (based on the terms & conditions of this Tender Document) with the Discom within 15 working days after issue of Contract format by Discom to the Successful Bidder. In case any of the party (Discom and the Successful Bidder) is unable to sign the Contract within 15 working days, it shall inform the other party in advance regarding the same along with the reason and suitable time for signing of the Contract.

17.1.7. Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date. It is discretion of bidder to accept the extension or not. Those bidders who do not accept shall be discontinued from the bid process and their Bid Security may be refunded.

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

17.1.9. Award Criteria:

The quantities shall be awarded 100% to the successful Bidder.

18. SIGNING OF CONTRACT

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

18.2. The draft of the Contract based on the terms & conditions, detailed in Section-IV will be forwarded to the successful bidder for execution by the Discom.

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

19. RESERVATION OF RIGHTS

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

- i. Extend the last date & time for submission of the bids.
- ii. Amend the Tender Document at any time prior to the last date & time of submission of Bids.
- iii. To reject any bid without assigning any reasons.
- iv. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bids.

- v. Seek the advice of external consultants to assist Jodhpur Discom in the evaluation or review of bids.
- vi. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its bids.
- vii. Reproduce for the purposes of the procedure the whole or any portion of the bids despite any copyright or other intellectual property right that may subsist in the bids.

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

20. LACK OF COMPETITION

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

21. GENERAL

- 21.1 Only one bid will be accepted against cost of Tender Document paid. This Tender Document is not transferable. The Tender Document Fees will not be refunded under any circumstances.
- 21.2 The bidder shall treat the details of this Tender Document as private and confidential and shall not reproduce without the written authorization of the Jodhpur Discom.
- 21.3 Discom does not bind itself to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.
- 21.4 The fact of submission of bid to the Jodhpur Discom shall be deemed to constitute an agreement between the Bidder and the Discom whereby such bid shall remain open for acceptance by the Discom and Bidder shall not have option to withdraw his offer, impair or derogate the same. If the Bidder is notified during the period of validity of bid that his bid is accepted by the Discom, he shall be bound by the terms of agreement constituted by his bid and such acceptance thereof by the Discom, until formal contract of the same bid has been signed between him and Discom in replacement of such agreement.
- 21.5 The successful bidder will have to sign the contract agreement for the proper fulfilment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the Tender Document/ Bid, interpretations as may be advantageous to Discom may be taken, if satisfactory clarification is not furnished within the prescribed period.
- 21.6 Discom will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- 21.7 Jodhpur Discom reserves the right to:
 - a. Reject or accept any bid.
 - b. Cancel the bid process and reject all applications.

- c. Jodhpur 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.

21.8 21.8 Non conformity, errors, and omissions

If the Financial Bids of Technical Qualified bidders are opened, the Jodhpur Discom will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Jodhpur Discom there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (1) and (2) above.

If there is a discrepancy between percentage and figures related to various taxes or levies, the percentage shall prevail over figure mentioned. However, where the amount expressed in percentage is related to an arithmetic error, the amount in figures shall prevail subject to (1) and (2) above. It should also be noted that at time of payment against, the prevailing tax/levy rates will be used as on the date of approval of payment.

- a) Except as provided in sub-clauses (1) to (3) herein above, Tendering Authority shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.
- b) If the bidder does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

SECTION - IV TERMS & CONDITIONS

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

1. DEFINITION OF TERMS:

- 1.1 In constructing these general conditions and the annexed specification, the following words shall have the meaning here in assigned to them unless there is anything in the subject of context inconsistent with such construction. "Discom / Jodhpur Discom" shall mean the Jodhpur Vidyut Vitran Nigam Limited or JDVVNL, represented by Chairman/Managing Director and shall include their legal personal representative, successors and assignees.
- 1.2 The "Bidder" shall mean and include one or more persons or any firm or any company or body in corporate who has submitted the tender in response to "Invitation of Tender".
- 1.3 The "Agency" shall mean the Bidder whose Bid has been accepted by Discom and shall include its heirs, legal representative, successors and assignees approved by the Discom.
- 1.4 The "Chairman/Managing Director" shall mean the Chairman/Managing Director, Discom.
- 1.5 The "Engineer" shall mean the Chief Engineer, Dy. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, Discom or other Engineer or Officer for the time being or from time to time duly authorized and appointed in writing by the customer to act as engineer or Inspector for the purpose of the contract. In case where no such engineer has been so appointed, the word "Engineer" shall mean the Discom or his duly authorized representative.
- 1.6 "Works" mean and include the work or works to be done by the Agency under the contract.
- 1.7 The "Contract" shall mean and include the following:
 - i. Notice Inviting Tender
 - ii. Complete Tender document including its amendments if any.
 - iii. Bid submitted by bidder.
 - iv. Bid Security.
 - v. Letter of Intent and its acknowledgement.
 - vi. Security Deposit/ Performance Guarantees.
 - vii. Detailed Work order.
 - viii. Addenda that may hereafter be issued by the Discom to the Agency in the form of letter and covering letters and schedule of prices as agreed between the Agency and the Discom.
 - ix. The agreements to be entered as per Tender Document.

- x. Requisite Power of Attorney in favor of the authorized signatory of the Bidder.
- 1.8 The “Specification” shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.
- 1.9 The Month shall mean, English calendar month i.e. period of 30 days and week shall mean a period of 7 days.
- 1.10 The “Site” shall mean the place or places named in the contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.
- 1.11 “Acknowledgement of Letter of Intent” shall mean the Bidder’s letter conveying his acceptance of it being successful bidder and its intent to perform the contract.
- 1.12 “Acknowledgement of Work Order” shall mean the Bidder’s letter conveying his acceptance of the tender as per the terms and conditions as been stated therein.
- 1.13 The “Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.
- 1.14 “Letter of Intent” Letter issued by Discom to the successful bidder informing him that the bidder is successful bidder.
- 1.15 “Work Order” shall mean the Discom’ letter which may be issued in the way of letter containing detailed terms and conditions of the work and such other particulars which the Discom may like to convey to the Agency pending signing of a formal written Contract.
- 1.16 “Writing” shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
- 1.17 The Work “Codes” shall mean the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made there under applicable in the State of Rajasthan on the date of Letter of Intent with such special modification thereof as may be specially stipulated by competent State Authorities i.e. Chief Electrical Inspector of Rajasthan.
- 1.18 Works importing “PERSON” shall include firms, Companies, Corporations and other bodies whether incorporated or not.
- 1.19 Words importing the singular only shall also include the plural and vice version where the context requires.
- 1.20 Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897).

2. **CONTRACT:** After the selection of successful bidder, Discom will issue Letter of Intent and subsequently a detailed Work Order to such bidder. A contract shall be entered into between Jodhpur Discom and the successful bidder.
3. **CONTRACT VALUE:** Contract Value shall be termed as total order value as quoted / accepted by the Successful Bidder in the Financial Bid.
4. **CONTRACT PERIOD:** The contract period shall be initially for a period of three years from the date of award of contract. The contract period shall be extendable for further Two (2) year on yearly basis over mutually agreed conditions and subject to satisfactory performance of contractor & as per RTPP rules.
5. **IMPLEMENTATION PERIOD:** The implementation schedule shall be as per “Detailed Scope of Work” section of this document.
6. **TERMINATION OF CONTRACT:**
 - I. The contract may be terminated by JDVVNL in case of non-compliance of Service Level Agreement (SLA) as defined in clause 36 of this section after three consecutive months of non-compliance.
 - II. The agreement can however be otherwise terminated by either party by giving six-month notice and on terms to be mutually agreed which may include payment of suitable compensation for losses suffered by the other party due to such termination which will be approved by the competent authority of JDVVNL.
7. **FALL BACK ARRANGEMENT:** In the event of failure of the Agency to fulfil its obligations, duties and responsibilities as per the terms & conditions of the Contract, Discom shall interalia have the right, at any time to resort to fall back arrangement. Under such arrangement, Discom shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the Contract and can recover from the BGs & other holding of agency with Discom, the losses suffered due to such failure. If the BGs & other holding of agency is insufficient, the Agency shall pay the difference to Discom failing which Discom shall have right to recover the sum through legal or other means.

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

The Discom shall have the right in such circumstances to blacklist/bar/disqualify the Agency from submission of Bid to the any Discom(s) at least for one year.
8. **DEBARMENT**
 - a. A bidder shall be debarred by the Purchaser if the bidder has been convicted of an offence

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

9. PERFORMANCE BANK GUARANTEE:

- 9.1. A Performance Bank Guarantee equivalent to 2.5% (Two and halfpercent)of Work order value / Performance Bank Guarantee for MSME situated in Rajasthan classified under Section 7(1) of MSME Development Act 2006 shall be 0.5% of work order 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.
- 9.2. The Bank guarantee in the prescribed format must be from the branch of any Nationalized/Scheduled Bank located in Rajasthan. The Agency may furnish Bank Guarantee on stamp paper of Rajasthan state and shall furnish a certificate of Banker that the stamp duty has been paid as per prevailing rules of that Rajasthan State.

10. AGENCY TO INFORM HIMSELF FULLY

The Contract shall be considered to have come into force from the date of its signing. The contractor shall be deemed to have carefully examined the Tender document including General Conditions, specifications and schedules. Also, it shall be deemed to have satisfied himself with the nature and character of the work to be executed and where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the Discom or the Engineer shall not in any way relieve the contractor from his responsibility for the supplying of the hardware, software and other equipment and executing the work in terms of the contract including all details and incidental works and supply all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection and safe and efficient working of the equipment.

11. CONTRACT DOCUMENTS

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

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

Such complete agreement forms 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. Notice Inviting Tender
- iii. Complete Tender document including its amendments if any.
- iv. Bid submitted by bidder.
- v. Bid Security.
- vi. Letter of Intent and its acknowledgement.
- vii. Security Deposit/ Performance Guarantees.
- viii. Detailed Work order & its annexure.

- ix. Addenda that may hereafter be issued by the Discom to the Agency in the form of letter and covering letters and schedule of prices as agreed between the Agency and the Discom.
- x. The agreements to be entered as per Tender Document.
- xi. Requisite Power of Attorney in favour of the authorized signatory of the Bidder.

12. 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.

The quantity mentioned within this tender document is estimates, may change as per actuals site survey and further requirement will be decide by Discom during the contract period.

13. GRAFTS AND COMMISSIONS ETC.

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

- 14. SAFETY OF SYSTEM:** The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of hardware, software, documents, data and other documents and records transferred to it and developed later. These documents and records shall be maintained in updated condition and handed over back to Discom in good working order on completion of the contract or time to time basis as per scope of works as and when required by the Discom. Agency shall compensate to Discom any loss suffered by Discom due to default of the agency in this respect.

- 15. INSURANCE:** The agency at his own cost shall arrange, secure and maintain all insurance as pertinent to the works and obligatory in terms of law to protect its interest and interest of Discom against all perils. The Bidder is responsible for acquiring transit insurance for all components. The goods supplied under the Contract shall be fully insured in Indian Rupees. The validity of insurance shall be valid till expiry of contract.

- 16. REMEDY ON AGENCY'S FAILURE TO INSURANCE:** If the Agency fails to effect and keep in force insurance referred to in clause 16 hereof or any other insurance which he may be required to effect under the terms

of contract then the 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.

17. LIABILITY FOR ACCIDENTS AND DAMAGES:

17.1. 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.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. The Contractor shall follow the Safety Code and Model Rules for the Protection of health and Sanitary arrangement for Workers as prescribed by the CPWD as regard to safety code and first aid facilities. In case, the Contractor fails to make the aforesaid arrangement, the Director TIFR shall be entitled to do so at the risk, responsibility and cost of the Contractor. Determent panel and legal action shall be taken in the event of any failure on the part of the contractor to discharge the safety obligations which are laid down in the contract

18. INSPECTIONS AND TESTING:

All the supplied items shall undergo pre dispatch inspection by JDVVNL. Before supply of items, clearance from JDVVNL is required. The agency will have to request JDVVNL in writing for inspection and testing.

- I. The bidder shall state in his tender the places of manufacture testing and inspection of various equipment offered by him. Unless specifically provided otherwise all tests shall be made at the contractor's works before shipment.
- II. The vendor shall intimate at least 7 days in advance through notice(s) about the readiness of material for dispatch commensurate with specific delivery schedule so as to enable the purchaser to depute his representative for inspection testing and checking of the material/equipment. For this purpose, the date of receipt of the letter in the office of the purchasing authority shall be deemed as the date of call for inspection and not the date mentioned in the letter and the date of dispatch. In case, material/equipment is not found ready by the representative of the purchaser deputed for inspection to with tolerance of (-) 10% or if the inspection is not got carried out by any, the extent of the quantity indicated in the inspection call reasons on account of the supplier an amount of Rs.7500/- only for the supplier's work located in Rajasthan and an amount of Rs.15000/- only for the Supplier's works located outside Rajasthan will become payable by the supplier on this account to the Sr. AO (CPC), JDVVNL, Jodhpur. The supplier will deposit the amount with the Sr. AO (CPC), JDVVNL, and Jodhpur immediately under intimation to this purchasing authority, failing which the subsequent call for inspection shall not be entertained.
- III. The purchaser reserves to him the right of having any inspection of special test of a reasonable nature at contracts premises or at sites in addition to those prescribed in applicable standards and the enclosed technical specification.
- IV. Unless the inspection is specifically waived no material shall be dispatched without inspection and clearance for dispatch by the purchase's representative.
- V. The purchaser reserves the right to reject all or any part of the material being manufactured or awaiting dispatch, due to any defect or deviations from the standard specifications prescribed as observed during the Inspection. In case of any dispute/difference in this regard the decision of the Addl. Chief Engineer/ Chief Engineer (M&P-IT), JDVVNL, Jodhpur shall be final and binding.
- VI. All the equipment, component and parts imported for use should be evaluated for embedded malware/trojans/cyber threat and for adherence to Indian Standards. And equipment should be tested for such and certified from laboratories designated/empanelled by the Govt.

- 19. AGENCY'S RIGHTS:** The Agency will be given rights to operate in the area during the Contract period for carrying out the work, which shall cease to exist on completion of the said period or on termination of the Contract.

20. CONTRACT AGREEMENT:

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

20.2. The Contract can however be otherwise terminated by either party by giving six-month notice and on terms to be mutually agreed which may include payment of suitable compensation for losses suffered by the other party due to such termination.

20.3. Agency shall indemnify Discom against any claims, demands, costs and expenses whatsoever which may be made against it, because of failure of the Agency or its representatives in the performance of their duties and negligence, any accident or injury to any person.

21. NON-DISCLOSURE AGREEMENT

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

22. GST: The payment of GST shall be made only on furnishing the following certificate, which may be affixed on the bills preferred, or the material Supplied.

GST CERTIFICATE

- i) Certified that the goods on which GST has been charged have not been exempted under the central GST Act and that the charges on account of GST on these goods are correct under the provisions of the relevant act or the rules made there under and that in case of supplies against regular contract, the relevant contractor also includes a specific provisions that the sales-tax is payable by the Jd.V.V.N.L.
- ii) Certified further that we-----are registered as dealers in the state of-----under registration no. -----for the purpose of GST.
- iii) Certificate for RST as per Rajasthan GST Act and (c) form(s) as per GST Act will be issued by the Sr. AO (CPC), JDVVNL, Jodhpur to the supplier on his request on completion of the entire supplies under order and on furnishing the copies of the relevant invoices together with the above declaration certificate.
- iv) In no circumstances certificate for RST and "C" form shall be issued along with letter of acceptance/purchase order and shall not be demanded by the supplier through bank on presentation of the dispatch documents.
- v) In case the GST tax assessment of the supplier(s) become due become completing the entire supplies against the order, certificate for RST and C Form (s) for the supplies made shall be issued on specific request of the

supplier made at least 10 days before the due date of sales-tax assessment on fulfilling the requirement of sub Clause(s).

23. MODE OF PAYMENT

- 23.1** The payment shall be made on completion of contractual formalities (as per detailed scope of work in Section - V) and against receipted challans duly verified by the office of SE (IT), JDVVNL and submission of installation certificates duly verified by concerning Discom officials. The Superintending Engineer (IT) /Officer In-charge after receipt of verified challans and installation certificates shall verify the bills in association with Sr. AO (CPC) and other documents furnished directly to the Sr. Accounts Officer (CPC), JDVVNL.
- 23.2** The invoices shall be correctly prepared in four (4) copies in the name of Superintending Engineer (IT) and shall be submitted to Superintending Engineer (IT) who will verify all the copies of invoices / challans, installation certificates. The SE (IT) will retain one copy and endorse one copy each to supplier. Remaining one copy of invoice along-with original challan / bill) will be forwarded to the Sr. Accounts Officer (CPC), JDVVNL, and Jodhpur for arranging the payment of supplier / contractor.
- 23.3** The payment of material supplied/work carried shall be made by the Sr. Accounts Officer (CPC), JDVVNL, and Jodhpur on submission of bill along-with all required documents. For claiming payment, completion of following formalities is essential:
- (i) Execution of contract
 - (ii) Inspection clearance
 - (iii) Dispatch instructions
 - (iv) Acceptance of PBG.
 - (v) Furnishing of manufactures' warranty as per clause under this RFP.
 - (vi) Proof of insurance as per clause under this RFP.
 - (vii) Installation certificate.
- 23.4** Following documents shall be submitted along-with the invoice(s) / Proforma invoice(s).
- (a) GST tax certificate as per Clause.
 - (b) A certificate regarding inspection in the following Proforma: -
Certified that the material/equipment covered by the Proforma invoice have been inspected and cleared for dispatch by the authorized representative of the purchaser (Inspector's clearance report be enclosed). The inspections for such items have been specifically waived by the purchaser Vide letter No dated.....
 - (c) A certificate/undertaking to the effect that proof of excise duty at actual has been claimed and other relevant, documents for reimbursement of charges paid by the contractor / supplier on behalf of the purchaser have been enclosed with the original invoice.
 - (d) A telegraphic /fax /E-mail intimation about the dispatch of material/equipment shall be given to the consignee(s) and the concerned Accounts Officer.
- 23.5** The invoice of operating cost shall be accompanied by the following if applicable:
- a. SLA / Services verified by SE IT nominated officer
 - b. Employee wise monthly wages statement.

- c. EPF statements and challan.
- d. ESI statements and challan.

24. TERMS OF PAYMENT

Payment Mechanism:

- I. 100% payment will be made after UAT in accordance with acceptance of performance deposits/guarantee. The payment will be claimed after complete supply and successful Installation of items and user acceptance testing by designated officials of JDVVNL in line with hardware/software specification and functional requirements. The bidder will only raise the invoice after completing the work.
- II. Monthly payment of maintenance and support against the certification of performance report as per Service level Agreement.
- III. The payment shall be released on or within 30 days from the date of receipt of verified invoices upon certification by Sr. AO (CPC), JDVVNL, subject to penalty clauses/Service Level Agreement mentioned in RFP.
- IV. A performance deposit/Guarantee is to be remained valid for a contract period + 03 months claimed period from the date of commencement of contract and will be released after successful completion of support period.

25. 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.

26. 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.

27. 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.

- 28. CONDUCT OF AGENCY'S STAFF:** If any of the Agency's employees shall, in the opinion of Discom, is guilty of any misconduct or incompetence or negligence, then if so directed by Discom, the Agency shall at once remove such employee and replace him by an equally qualified and competent substitute.
- 29. LIEN:** In case of any lien or claim pertaining to the work and responsibility of the Agency for which Discom might become liable, it shall have right to recover such claim amount from the Agency.
- 30. FORCE MAJEURE CONDITIONS:** If at any time during the currency of the Contract the performance in whole or in part be prevented or delayed by reason of any war hostility acts of public enemy, civil commotion, sabotage, fire floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of god (hereinafter referred to as Events) then provided Notice and adequate proof of the production/dispatch having suffered on account of these events is given within 21 days from the date of occurrence thereof the provision of penalty Clause of this specification shall not be invoked by 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.
- 31. COMPLETENESS OF CONTRACT:** The contract shall be considered completed on termination of the contract period after full handing over of Desktops/Machines/Accessories/spares, data, documents or material and clearing all dues towards the agency as specified in this document and certified by respective offices and duly certified by SE (IT) office.
- 32. SUSPENSIONS OF WORKS:** The Discom shall not be liable to pay the Agency any compensation whatsoever arising from suspension of specified work or for idle labour.
- 33. DEATH BANKRUPTCY ETC.:**
- 33.1 If the Agency shall die or dissolve or commit any act or bankruptcy or being a corporation commence to be wound up except for reconstruction purpose or carry on hits, business under a receiver, the executors successors, or other representatives in law of the state of the Agency or any such receiver, Liquidator, or any persons to whom to the contract may become vested shall forth-with given notice thereof in writing to the

Discom and shall for one (1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the Discom subject to his or their providing such guarantee as may be required by the Discom but not exceeding the value of the work for the time being remaining relieve unexecuted provided however that nothing above said shall be deemed to relieve the Agency or his successors of his or other their obligations under the contract under any circumstances. In the event of stoppage of the work the period of the option under this clause shall be seven (7) days only. Provided that, should the above option be not exercised, the contract may by terminated by the Discom by notice in writing to the Agency and the same power and provisions reserved to the Discom as mentioned in the Tender in the event of taking the work out of the Agency's hand's shall immediately become operative.

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

34. LIQUIDATED DAMAGES AND PENALTY: -

The time and date of delivery specified shall be deemed to be the essence of the contract and supplies shall have to be completed no later than the date (s) specified. Should the contractor / supplier fail to deliver the material/ equipment or any part thereof within the specific delivery period, the purchaser shall be entitled at his option for the following penalties: -

Firm will submit the survey report and plan for execution of work within 5days of placement of Work Order. Observation raised by Discom over the survey report should be attended and replied within 2 days

Delay in supply: The recovery shall be affected for delay in delivery / execution as per below penalty conditions or part thereof subject to a maximum of 10% of delayed / unexecuted supply / works. The amount of recovery will be worked out on the basis of ex-works price on the date on which delivery was due without including taxes, duties and freight etc. In cases where ex- works prices have not been indicated, then the recovery shall be worked out on the basis of prices as shown in the purchase order.

S. No	Particular of activity	Time schedule desired	Penalty
1	Supply of Unified Threat Management (UTM) as per specification and functionality.	Within 20 days from the date of work order/ LoI.	Rs. 1000/- (Rupees One Thousand) per day will be levied on Bidder. The upper cap for Penalty will be Rs 20000 (Twenty Thousand).

2	Installation of Unified Threat Management Application	Within 30 days from the date of work order/ LoI.	Rs. 1000/- (Rupees One Thousand) per day will be levied on Bidder. The upper cap for Penalty will be Rs. 20000 (Twenty Thousand).
3	User Acceptance Test & Commissioning of Unified Threat Management and WiFi access points to make functional of LAN and Wifi network.	Within 45 days from the date of work order/ LoI.	Rs. 100/- (Rupees One Thousand) per day will be levied on Bidder. The upper cap for Penalty will be Rs. 20000 (Twenty Thousand).

SERVICE LEVEL AGREEMENT:

For the monthly invoices raised by Bidder against the O&M support, the bidder should maintain the below defined Service Level Agreement (SLA). This service level agreement will be applicable after UAT and successful commissioning of the LAN system. Bidder should maintain a register / measurement book for recording the task and work perform against that complaint/task.

S. No	Particular of activity	Time schedule desired	Penalty
1	Turn-around time for each issue reported by Discom	Within 24 working Hours	Rs 50 per day
2	Complaint becomes task requires laying / installation / maintenance of LAN network	Within 3 days including turnaround time	Rs 100 per day for monthly invoice amount without GST/taxes.
3	For support related to UTM	working Hours	Rs. 1000 per day for each issue not resolved within 24 working hours

Note: The total penalty on account of operational deficiencies during a month will not exceed 10% of total monthly billed amount.

35. COMPLETENESS OF PROPOSAL: The tender should be complete with all details of illustrative and descriptive literature and drawings. The

bidder shall furnish the complete technical details of the equipment. Information regarding the country of manufacture or origin of materials used in the manufacture of the articles should be furnished. The proposal should include all minor accessories even though not specifically mentioned in this specification but which are essential for the complete functioning of the entire work as specified in the scope of the work. The bidder shall not be eligible for any extra charges in respect of such minor accessories though not included in the tender and shall be handed over to JDVVNL on the expiry/ termination of the contract.

- 36. RULES & REGULATIONS:** The job shall be carried out as per the rules, regulations and other details for the system as prevailing in Discom, which shall be made available to the Agency. These rules and regulations may be modified by Discom from time to time and would be intimated to the Agency for incorporating the same into the System during the currency of Contract.

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

- 37. 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.
- 38. NON-ASSIGNMENT:** - The Agency shall not assign or transfer the contract or any part thereof to any other agency/ personnel during the contract period.
- 39. EFFECTING RECOVERIES:** Any loss, arising due to non-fulfilment of this contract, will be recovered from the Performance Security held and or any other amount due to the Agency from the Discom from this Contract.
- 40. 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.
- 41. APPEAL:** If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued there under, he may file 1st & 2nd appeal under section 38 of RTPP Act-2012 to the following appeal authorities:-

Sr.	Type of Appeal	Name & Designation of appellate authority
1	First appeal	Chairman & Managing Director, Rajasthan Vidyut Utpadan Nigam Ltd, Vidyut Bhawan,

		Jodhpur.
2	Second appeal	Energy Department, Government of Rajasthan

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

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

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

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

It is further intimated that the fee shall be paid in the form of Demand Draft of Bankers Cheque of a Scheduled Bank payable in the name of Sr.AO (CPC), JDVVNL, Jodhpur.

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 abiding there upon.

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.

43. RENEWAL/Extension of Work order:

The contract could be renewed at the end of its period on mutually agreed terms and conditions on yearly basis upto two year as per RTPP rules or other statutory provisions.

44. Exit Management Schedule

44.1 Purpose

44.1.1 This Schedule sets out the provisions, which will apply on expiry or termination of the Supplier.

44.1.2 In the case of termination of the Services and/or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

44.1.3 The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

44.2 Transfer of Assets

44.2.1 Jodhpur Discom shall be entitled to use the Assets for the duration of the exit management period, which shall be the six month period from the date of expiry, or termination of the Supplier.

44.2.2 Assets (software and hardware (excluding any rights associated with the site such as rental rights or ownership rights)), Supplier shall provide a complete and up to date list of the Assets within 30 days of such notice.

44.2.3 Upon service of a notice under this Article the following provisions shall apply:

44.2.3.1 in the event, if the Assets to be transferred are mortgaged to any financial institutions by the Supplier, the Supplier shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to Jodhpur Discom.

44.3 Co-operation and Provision of Information

During the exit management period:

44.3.1 The Supplier will allow Jodhpur Discom access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Jodhpur Discom to assess the existing services being delivered;

44.3.2 Promptly on reasonable request by Jodhpur Discom, the Supplier shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the Services, Operation & Management and SLA relating to any material aspect of the services (whether provided by the Supplier or any associated entity). Jodhpur Discom shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Supplier shall permit Jodhpur Discom and/or its any nominated agency to have reasonable access to its employees and facilities as reasonably required by Jodhpur Discom to understand the methods of delivery of the services employed by the Supplier and to assist appropriate knowledge transfer.

44.3.3 The Supplier shall ensure the transfer of knowledge of the infrastructure, services, processes, and changes from the personnel of the Supplier to the personnel of PMU or personnel/agency appointed by the PMU. This knowledge transfer is to ensure the smooth transition, operation and management of the Jodhpur Discom so that the service delivery and quality is not impacted. The knowledge transfer process shall start 6 months prior to the exit management period and shall continue until it has been signed-off and approved as completed by the Nodal officer of Jodhpur Discom. The Supplier shall ensure that all source code, artifacts, documents on the systems, services, processes and personnel are provided to the PMU in an organized manner.

44.4 Confidential Information, security and data

44.4.1 The Supplier will promptly on the commencement of the exit management period supply to Jodhpur Discom the following:

44.4.1.1 Updated and current version of the source code for all the applications (If Apply)

44.4.1.2 Documentation relating to Jodhpur Discom's Intellectual Property Rights;

44.4.1.3 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable to carry out due diligence in order to transition the provision of the services to Jodhpur Discom or its nominated agencies (as the case may be).

44.4.1.4 Before the expiry of the exit management period, the Supplier shall deliver the Jodhpur Discom all new or up-dated materials and shall not retain any copies thereof, except that the Supplier shall be permitted to retain one copy of such materials for archival purposes only.

44.5 Employees

44.5.1 Promptly on reasonable request at any time during the exit management period, the Supplier shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to Jodhpur Discom a list of all employees (with job titles) of the Supplier dedicated to providing the services at the commencement of the exit management period

44.5.2 To the extent that any Transfer Regulation does not apply to any employee of the Supplier, Jodhpur Discom or its any nominated agency may make an offer of employment or contract for services to such employee of the Supplier and the Supplier shall not enforce or impose any contractual provision that would prevent any such employee from being hired by Jodhpur Discom's any nominated agency.

44.6 Transfer of Certain Agreement

On request by Jodhpur Discom, the Supplier shall effect such assignments, transfers, licenses and sub-licenses as Jodhpur Discom may require in favour of Jodhpur Discom, or its any nominated agency in relation to any equipment lease, maintenance or service provision agreement between Supplier and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the PMU, Jodhpur Discom or its any nominated agency.

44.7 Rights of Access to premises

44.7.1 At any time during the exit management period, where Assets are located at the Supplier's premises, the Supplier will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) Jodhpur Discom, and/ or its any nominated agency in order to make an inventory of the Assets.

44.7.2 The Supplier shall also give Jodhpur Discom or its nominated agencies, right of reasonable access to the Supplier's premises and shall procure Jodhpur Discom or its nominated agencies rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the services as is reasonably necessary to migrate the services to Jodhpur Discom or its any nominated agencies.

44.8 General Obligations of the Supplier

44.8.1 The Supplier shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to Jodhpur Discom or its any nominated agencies and which the Supplier has in its possession or control at any time during the exit management period.

44.8.2 For the purposes of this Schedule, anything in the possession or control of any Supplier, or associated entity of the Supplier is deemed to be in the possession or control of the Supplier.

44.8.3 The Supplier shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

44.9 Exit Management Plan

44.9.1 The Supplier shall provide the Jodhpur Discom with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management as a whole and in relation to the services, and the Operation and Management SLA.

44.9.1.1 A detailed program of the transfer process that could be used in conjunction with Jodhpur Discom's any nominated agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; plans for the communication with such of the Supplier's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on service's operations as a result of undertaking the transfer;

44.9.1.2 (if applicable) identification of specific security tasks necessary at termination; Plans for provision of contingent support to Jodhpur Discom or its any nominated agencies for a reasonable period after transfer.

44.9.2 This Exit Management plan shall be furnished in writing to Jodhpur Discom or its any nominated agencies within 90 days from the Effective Date of this Agreement.

44.9.3 The Supplier shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

44.9.4 Each Exit Management Plan shall be presented by the Supplier to and approved by Jodhpur Discom or it's any nominated agencies.

- 44.9.5 The terms of payment as stated in the Terms of Payment Schedule include the costs of the Supplier complying with its obligations under this Schedule.
- 44.9.6 During the exit management period, the Supplier shall use its best efforts to deliver the services.

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 abiding there upon.

SECTION – V REQUIREMENTS OF SYSTEM AND TECHNICAL SPECIFICATIONS

DETAILED SCOPE: -

The scope of work shall include Supply, Installation, testing and commissioning of required for Local Area Network. The work shall be executed at various buildings of Jodhpur Discom head-office at New Power House Premises, Basni Industrial Area, Jodhpur may further extended in other offices of Jodhpur city, based on requirement.

The bidder is advised to carry out due diligence on its own cost before submitting of tender document. Any assistance, if required, for the study of the existing network, bidder may approach IT office in writing through proper channel before tender submission. Bidder has to carry-out new or repair work for this existing LAN network.

Concept of LAN architecture -

1. Supply, Laying , termination and testing of 12 core Single mode Outdoor Optical fiber cable within building as connectivity backbone and submission of report for conducting tests using Fluke meter and OTDR.
2. Supply and Installation of 6U data rack at designated location inside buildings.
3. Supply, Laying, termination and testing of UTP CAT6 cables from the data rack position to the designated end point locations/working station(as per requirement) point through casing capping.
4. Supply and fixing of IO Modular, face plate and back box at each designated end point location.
5. Termination of CAT6 cables on patch panel inside data rack and on IO modular at endpoint locations after fixing of supplied back and face plates.
6. Patching between patch panel and switch ports using patch cords and proper dressing should be done inside data rack.
7. Fixing / mounting of wireless access points at all designated locations on the ceilings/walls as required for maximum coverage and aesthetic look of premises.

All material & T&P required for repairing/revamping of existing LAN infrastructure available at various offices of Corporate Office, NPH premises, Basni Jodhpur Discom by the contractor. The contractor shall take up the work as per the Price Schedule enclosed

Items listed in schedule / Bill of quantities must be of renowned brand, Casing-Capping and conduit must have ISI certification. The item of particular brand supplied installed and commissioned if not function properly as per requirement/satisfaction of LAN network then, in case brand of the item has to be change. The change in brand will be decide as per Discom having same functionality and thereafter approved item supply/provide by the bidder will be at the same cost as per work order.

- All the cost involved in movement of man & material for attending the complaint/fault for new or repair work shall be borne by the bidder. Only cost as per price schedule will be entertained for payment process.

Execution of Work - Firm will submit the survey report and plan for execution of work within 5 days of placement of Work Order. Observation raised by Discom over the survey report should be attended. Survey cost is under the scope of firm and will not be borne by Discom. After completion of scope of work i.e installation, termination, commissioning of system, firm will submit a drawing/schematic diagram (building wise floor wise) elaborating connectivity within building, for the building and their respective floor having switch, WIFI AP points etc.

- Laying of LAN cables should be as per standard TIA /EIA 568, as per requirement raised by Discom throughout the tender period over unit rate bided by the bidder. The bidder shall take the minimum distance path to lay the optical or CAT 6 cable with its accessories. Successful bidder shall use different colour patch cables to connect patch panel to switches for easy identification in rack. Ferrules or tagging to be strictly used for marking / identification of cables from switch to switch.

- Laying of LAN inside/within the conduit or casing as per standard practice. Properly fixing of conduit or capping-casing over the wall as per requirement is in the scope of bidder.

- Successful bidder shall be responsible for the establishing LAN in the aforesaid office and include all types of works necessary for laying and commissioning of LAN. Any civil related work required will be in the scope of bidder, and after completing the task of laying of equipment for either new or repair work civil work to be done to make as before it is. Successful bidder shall perform patch of all wear and tear made during the work.

- All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications those articles should conform strictly to those specifications and should bear such marks and certification provided during inspection.

Bidder will be responsible for recording the details in measurement book. Whenever required bidder will be assist & associate for verification of record of measurement book.

Measurement book is register or performa which logs the work executed and details of work to be recorded as per price schedule. Item installed are also recorded in measurement book.

- Defective Parts/items recovered will be property of Discom.

- 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. All expense involved in supply, installation of the material will be borne by the vendor.

- The Vendor shall provide warranty for unmanaged switch as per Original equipment manufacturer. For installation of unmanaged switch, date should be record for warranty purpose within the measurement book also.

- The Firm shall be responsible for providing the connectivity from Network Patch panel to I/O switch and to Ethernet port of the PCs of users. If any fault is reported between the Networking switch and Ethernet port of the PCs, then the firm shall have to test, detect and attend the same which will be in the scope of this Contract work.

- Responsibility of termination of Connectivity from BSNL/any service provider over UTM shall be in the scope of JdVVNL. Connectivity Charges and equipment installed for termination of connectivity before UTM are in Discom scope.

Payment: Measurement book /Format to be maintained by the bidder. Measurement book will be verified by officer/officials of IT wing in lights of service level agreements. No advance payment will be made.

According to the Measurement book, invoice will be raised and submitted to IT wing office for payment process. Verified invoices after due verification by the work incharge and counter signed by Executive Engineer(IT), Jdvvnl . Thereafter shall be sent for payment process to Sr. AO(CPC) JdVVNL, Jodhpur. The Sr.AO(CPC) JdVVNL Jodhpur will arrange the payment within 15 days after submission of verified bill. No interest shall be paid in case of delay in payment.

Required document for Payment process to be furnish along with invoice viz GST no., Measurement book as and when required.

Discom will release payment on the basis of measurement book i.e actual work carried out, not for any reserve/spare quantity/item hold with the bidder.

The lengths of the cables, casing caping, trunking and conduits mentioned in the bill of material are estimates; the payment will be made as per actual measurements of the work carried out. Waste material like extra cut lengths of wires etc. will not be considered for payment

Reference Standards for structured cabling

- Commercial Building Telecommunications Wiring Standards ANSI/TIA should be followed as standard practice.

- For elaboration of any items of the General condition of Contract, reference shall be made to CPWD manual. Preference must be given to CPWD manual approved group1 classification.

Device installed should be BIS complied with IS-13252 and latest amendments.

Procedure of further work after execution of major work already carried-out as per survey report carried during inception

Whenever required during the tenure of contract period, work will be executed as per rates of work order and requirement under supervision of IT. Any hardware component failed after

Unified Threat Management (UTM) Enterprise edition to handle 400 users (including installation and testing)

Hardware Features : -

The Firewall should be hardware based, reliable, purpose-built security appliance with hardened operating system that eliminates the security risks associated with general-purpose operating systems. The Proposed Appliance Vendor/brand should be in the Leaders' Quadrant of Gartner Magic Quadrant for UTM. Sophos

Appliance should have at least 8 x 1G Ethernet interfaces, 2 x 10G SFP+ interfaces, Firewall appliance must support 2 power supplies, console port, SSD/HDD based storage built-in, with minimum throughputs for Firewall: 12 Gbps , IPS throughput 5 Mbps , AntiVirus throughput (proxy) 1.2 Gbps, Max licensed user unrestricted, New Connections/sec 50000(min), concurrent connection (minimum) - 2000000.

Base Firewall Features : -

The proposed system should have identity awareness mechanism, Next-generation firewall features or all-in-one security on a single box, diagnostic capabilities, UI interface, feature to get real time updates of ever evolving and new URLs for web filtering signatures.

Firewall should be CE/FCC/BIS/UL certified. Firewall should be IPv6 Ready. UTM Security Subscriptions and Support for a period 36 Months (minimum) not less than contract period. Subscription is to be in the name of Jodhpur Discom and submitted with supporting documents.

Subscriptions/Services required to achieve above mentioned features such as NGFW, Antivirus, Web and Application Filtering, ATP, Anti-Botnet and Antispam Services, Identity Awareness; Advanced Hardware Replacement, Firmware and General Upgrades, 24X7 Support; OEM MAF Mandatory.

Bidder must have provide services from OEM certified engineer to implement the solution UTM solution.

Access Points (Wi-Fi) (including installation and testing with ISP)

Indoor Access Points : -

Access Point should have 802.11 a/b/g/n/ac Wave 2, Dual Band, Kensington security slot, minimum 1xRJ45 10/100/1000 Ethernet with PoE support, antennae gains of minimum 2 dBi at 2.4 GHz omni, have internal antennas only , minimum 1 Years OEM warranty and support, WiFi - Protected Access like WPA, Ceiling /Wall Mounting (Kits included) should be CE/FCC/RoHS/UL/BIS certified.

Wireless Controller for Access Point (Wi-Fi) : -

Solution should provide functionality to centrally monitor and manage all access points and wireless clients through the built-in wireless controller. Controller can be part of UTM, in case, if controller functionality can be

given through UTM appliance. Solution should be able to show access point status in realtime, provide wireless guest internet access, time based wireless network access, provide web and application filtering for internet users, MAC-based access control with minimum 1 Years OEM warranty and support.

L2 Managed Switch 24 ports :

Uplink Interfaces: 4 SFP with modules. Connector Type: RJ 45. Interface: Ethernet 10Base-T/100Base-TX/1000Base-T , Flash Memory: 128 MB, RAM: 512 MB minimum, Frequency: 50/60 Hz, Voltage: AC 120/230 V
Networking Compliant Standards: 802.1AX, 802.1D, 802.1p, 802.1Q, 802.1w, 802.1x, 802.3, 802.3ab, 802.3ad (LACP), 802.3ae, 802.3az, 802.3u, 802.3x, 802.3z, Rack mountable switch.

OEM Manufacturer Authorization Form (MAF) Mandatory for UTM/Wireless Access Point, Controller and Switch. Device installed should be BIS complied with IS-13252 and latest amendments.

OFC Cabling - Laying of Optical Fibre cable (OFC) between office as required and installing media convertor and accessories, route marking should be done for cabling.

Outdoor Single mode 12 Core OFC Cable (Unarmoured)

Fibre management rackmount/outdoor enclosures loaded with required Adapters, adapter plates, pigtails, splice trays & labels.

Optical fibre work of laying , installation commissioning and for execution having required termination / splicing etc will in the scope of bidder.

Cable Management rings: Management rings within the system to accommodate excess fibre cordage behind the through adapters and maintain fibre bend radius.

SUBSCRIPTION WARRANTY & ON-SITE INSTALLATION SUPPORT:

-) The Vendor shall provide ON-SITE warranty commencing from the date of installation / Deemed installation. The warranty provided by the OEM, must declared on OEM product or document and to be furnished to Discom.
-) The vendor must provide subscription license of UTM tool to the Discom, all the subscription/License of equipment / device/software commissioned under the tender proposal should be in the name of Jodhpur Discom.
-) The service engineer must visit the customer site and service the device when the issue is reported. Onsite diagnosis is expected for all complaints raised by JDVVNL.
-) When any equipment/device becomes faulty or non-functional and at the same time it is not covered under warranty support, then new

installation procedure will be applicable. Faulty part will be the property of Discom.

- J Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of equipment, accessories etc. covered by the offer. Bidder must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period Bidder shall maintain the equipment and repair/replace all the defective components in our office premises at no additional charge.
- J During the warranty period, the company may relocate the Hardware from the original location mentioned in the Purchase Order / Agreement for supply to any other location across DISCOM and keep the vendor informed so that the vendor can continue to render services at the new location. In case of relocation of Hardware, transportation and other incidental charges will be borne by the JDVVNL.

Price Schedule

Firm should provide rates for following particulars

LAN infrastructure for corporate office New power House Premises, Basni, Jodhpur for one year.

Note: Please do not fill the prices here. Price are to be quoted at BOQ excel. For elaboration of any items of the General condition of Contract, reference shall be made with latest CPWD manual. Product Make must be from CPWD manual approved group1 classification only.

S. N	Description	Unit	Item Rate	GST % for Item	Total Rate
A	B	C	D	E	F= D +E
1	Supply , Drawing and Testing of 4 pair, (Un-shielded Twisted Pair) Cat 6 Cable as per latest amendments of TIA /EIA 568 B.2-1 Specifications in existing MS/PVC Conduits including making connections to Information outlets and Patch Panels with ferruling at both ends for identification with necessary tools for punching, stripping, crimping and testing required . E230100	Mtr.			
2	Supply , Drawing and Testing of outdoor glass Fiber Optic cable single mode 12 core as per latest amendments of TIA /EIA 568B.3 , GR 409 CORE / UL listed NEC 770 Standards in existing	Mtr.			

	MS/PVC Conduits/ slotted channels with ferruling at both ends for identification. E230600				
3	Supply and Installation of Information outlets for Cat 6 application complying to latest amendments EIA/ TIA 568 B.2-1 Specifications along with necessary connections as required. E230200	Each			
4	Supply & fixing of Faceplate for Information Outlets Single Aperture with screw hole E230300				
4A	Single Aperture	Each			
4B	Dual Aperture	Each			
5	Supply , Installation and Testing of 4 pair , Cat 6 UTP, flexible , Double ended Patch Cords along with 2 No of RJ 45 connectors with strain relief transparent boots as per TIA /EIA 568 B.2-1 Specifications.				
5C	3 Mtr/10 ft	Each			
6	S&F following sizes (dia.) of ISI marked medium duty PVC conduit along with accessories in surface / recessed using saddles, clamps, fastener as				

	required including cutting the wall, covering conduit and making good the same as required. E020400				
6A	20 mm	R. mtr.			
6B	40 mm	R. mtr.			
7	S&F following sizes of ISI marked (IS:14927P-II) PVC casing capping along with accessories like coupler, inner, outer, elbow, squarebox, tee etc. on surface with screws, expansion fasteners as required. E010401				
7A	20 mm x 12 mm	R. mtr.			
7B	32 mm x 12 mm	R. mtr.			
7	Supply of 10/100 MBPS unmanaged switch rack mountable E231700				
7A	5 port	Each			
7B	8 port	Each			
7C	16 port	Each			
7D	24 port	Each			
8	Supply , Installation, Testing and Commissioning of Rack mounted 19", Cat 6 UTP, 1.5-1.6 MM CRS chassis , powder coated Modular Patch Panels with collapsible shutters on jacks to support latest amendments of TIA / EIA Cat 6				

	Specifications in Existing Communication Rack along with necessary connections of Cat 6 UTP Cables, With Rear Cable management trays and clamps. E230400				
8B	12 Ports	Each			
8C	18 Ports	Each			
8D	24 Ports	Each			
9	Supply , Installation, Testing and Commissioning of Wall mounted Communication rack with glass doors, handles ,lock , Top and Bottom Cable entries, Supports for mounting rack on wall , Cable managers, one Fan, Equipment mounting hardware, power supply box for supplying power to switches, fans etc. along with earth continuity kit, Mcb, indicator, moulded power supply cable E231400				
9A	6 U(44 mm) wall mounted	Each			
9B	9 U(44 mm) wall mounted	Each			
10	UTM (including installation , commissioning and testing for LAN system and wifi points)	Each			
11	Access Points (Wi-Fi) with controller (if required)	Each			

12	L2 Managed Switch 24 ports	Each			
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NOTE:-

1. The rates quoted by firm are exclusive of all taxes and duties applicable.
2. The quoted price includes the expenditure towards installation, commissioning charges and warranty.

S.no	Item	Unit	Estimate Quantum of work
1	Cat 6 UTP	meters	1100
2	12Core optical fibre	meters	500
3	IO	No.s	60
4	Faceplate	No.s	60
5	Patch Cords	No.s	60
6	PVC conduit	meters	1000
7	PVC casing capping	meters	600
8	Unmanaged switch	No.s	6
9	Modular Patch Panels for Communication Rack	No.s	3
10	Communication rack	No.s	2
11	UTM	No.s	1
12	Access Points (Wi-Fi) with controller	No.s	2
13	Layer-2 switch	No.s	2

The quantum of work mention aforesaid is tentative/estimate, quantity may change as per site condition and requirement of Discom.

SECTION-VI ANNEXURES COVERING FORMATS OF SUBMISSION OF BIDS

ANNEXURE 1: FORMAT FOR COVERING LETTER OF BID

Cover Letter (To be furnished on Bidder’s Letterhead)

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

**The Superintending Engineer (IT)
Jodhpur Vidyut Vitran Nigam Limited
New Power House,
Jodhpur-342001**

SUB: Submission of Bid for the work of **“Upgrading & Maintenance of Local Area Network (LAN) at various offices at Corporate Office NPH Premises of Jodhpur Discom”** against **TN-24.**

Dear Sir,

We hereby submit our bid for work of **“Upgrading & Maintenance of Local Area Network (LAN) at various offices at Corporate Office NPH Premises of Jodhpur Discom”** against **TN-24.**

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

We are submitting our Bid as the Bidding company

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

We also agree that:

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

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

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

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

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

Enclosed: (Annexures)

Thanking you,

Yours faithfully,

Designation_____

Date:

(Signature of the Authorized Signatory)

ANNEXURE 2: GENERAL PROFILE OF THE BIDDER

(To be furnished on Bidder's Letterhead.)

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

Details	Responses
Bidding Entity Nature	
Full legal name of the firm	
Year of establishment	
Registered Office Address	
Address for Correspondence	
Authorized person(s) to be contacted	
Telephone number(s)	
Email id	
Fax number	
Names, Addresses, Contact Emails and Mobile Nos. of the Key Management Personnel of Firm such as MD/Directors/CEO, etc.	
Type of the firm Private limited/Public limited/Government sector /other	
Whether registered under companies act, Partnership Act, or any other act applicable for registration of Firms in India	
Registration Number & Date	
Field organization and resources to be deployed for the proposed job	
No. of Projects executed in Utilities in past 3-years.	
Total No. of permanent employees in the firm.	

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

ANNEXURE 3: FINANCIAL CAPABILITIES

(To be furnished on Bidder's Letterhead.)

DETAILS OF FINANCIAL CAPABILITY

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

(Signature of the Statutory Auditor of the Bidder)

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

ANNEXURE 4: SCHEDULE OF DEVIATIONS

Technical Deviations

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

Commercial Deviations

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

ANNEXURE 5: DETAILS OF QUOTED ITEMS

Particulars as elaborated in G-Schedule/ BOQ	Brand name / product name/ Model	Alternate Brand name / product name in case of non-availability	Certified Brand with certificate Name (certificate like ISI, UL)
1	2	3	4
UTP (Un-shielded Twisted Pair)			
Optical Fibre Single mode 12 core			
Information Outlet			
FacePlate			
PatchCords			
PVC conduit			
PVC casing Caping			
Unmanaged Switch			
L2 Managed Switch			
Modular Patch Panels			
Wall mounted Communication Rack			
Unified Threat Management			
WiFi - Access Point			

Note: The bidder is required to furnish single brand / product no. in column no. 2 & 3. In case of alternatives furnished by the bidder JDVVNL reserves the right to select any brand / product no. from the alternatives given by the bidder on the quoted rates. Product Make must be from CPWD manual approved group1 classification only.

**ANNEXURE 6: CONFIRMATION OF “NO DEVIATION” IN TECHNICAL /
COMMERCIAL TERMS AND CONDITIONS OF THIS TENDER**

(To be furnished on Bidder’s Letterhead.)

Bidder's Name & Address:

To

The Superintending Engineer (IT)

Jodhpur Vidyut Vitran Nigam Limited

New Power House Premises

Jodhpur-342001

Dear Sirs,

Sub: Confirmation for “No Deviation” in Technical / Commercial terms & conditions of “ **Upgrading & Maintenance of Local Area Network (LAN) at various offices at Corporate Office NPH Premises of Jodhpur Discom**” TN-24.

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

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

ANNEXURE 7: SCHEDULE OF COMPLETION

S. No	Particular of activity	Time schedule desired
1.	Survey work & proposed plan of execution	Within 5 days from the date of work order
2.	Supply of Unified Threat Management (UTM) as per specification and functionality.	Within 20 days from the date of work order
3.	Installation of Unified Threat Management Application	Within 30 days from the date of work order
4.	User Acceptance Test & Commissioning of Unified Threat Management and WiFi access points to make functional of LAN and fibre and and Wifi network.	Within 45 days from the date of work order

Note: Time schedule quoted more than desired time schedule will be treated as deviations

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

ANNEXURE 8: UNDERTAKING FOR VARIOUS INFORMATION FURNISHED

(To be furnished on Bidder's Letterhead)

Bidder's Name & Address:

To
The Superintending Engineer (IT)
Jodhpur Vidyut Vitran Nigam Limited
New Power House Premises
Jodhpur-342001

Dear Sir,

Sub: Undertaking for various information against TN-24.

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

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

ANNEXURE 9: BIDDERS'S AUTHORIZATION CERTIFICATE

(To be furnished on Bidder's Letterhead.)

To,

The Superintending Engineer (IT)
Jodhpur Vidyut Vitran Nigam Limited
New Power House Premises
Jodhpur-342001

[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 are also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

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

**ANNEXURE 10: POWER OF ATTORNEY IN FAVOUR OF AUTHORIZED
SIGNATORY OF THE BIDDER**

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

ANNEXURE 11: FORMAT OF BID SECURITY DECLARATION

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of 50 Rs.)

Date :
Bid No:.....
Alternative No. :
To:

We the undersigned declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely:-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security 1s furnished by us in case we are successful bidder;
- (iii) Thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents Stipulate that no such withdrawal is permitted.

Signed :-----
Name :-----
In the capacity of:-----
Duly authorized to Sign the bid for and on behalf of:
Dated on day of
Corporate Seal

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.

ANNEXURE 12: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Will be provided to the Successful Bidder

ANNEXURE-13: SELF DECLARATION-NO BLACKLISTING

(To be furnished on company letterhead)

To,

The Superintending Engineer (IT),
Jodhpur Vidyut Vitran Nigam Limited,
New Power House Premises,
Jodhpur-342001

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

- a. possess the necessary professional, technical, financial and managerial resources and Competence required by the Bidding Document issued by the Discom; have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- b. is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- c. does not have any previous transgressions with any entity in India or any other country during the last three years does not blacklisted by any of the Central/State power utilities in India for fraudulent and corrupt practices 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;
- d. 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 within a period of three years preceding the commencement of the contract, or not have been otherwise disqualified pursuant to debarment proceedings;
- e. Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- f. Will comply with the code of integrity as specified in the bidding document.
- g. If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled

Thanking You,

Signature.....

In the capacity of.....

Duly authorised to sign Proposal for and on behalf
Of.....

Seal of the Organization: -

Date.....

Place.....

ANNEXURE-14: QUALIFICATION REQUIREMENT

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

QR for Upgrading & Maintenance of Local Area Network (LAN)			
Sr.	Qualification requirement	Supporting Documents Required	Required Documents Submitted (Yes/No) If Yes, Pg.No.
1	The bidder shall be a registered firm /partnership firm company in India under the Indian Companies Act-2013 with latest amendments OR Registered with MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.	Copy of Self-Attested Incorporation Certificate, MOA & AOA in case of Company OR Registration Certificate with MSME Deptt.	
2	The bidder must have experience for carrying out of work of LAN work and supply of Computer Hardware /software to/within Govt. Dept./ PSUs / Institute/ Pvt. organization within last 3 financial years having installation and configuration of UTM and atleast 5 no.s of wifi accespoint operational with UTM in one order	The bidder should submit copy of Work orders and work completion certificates.	
3	The Bidder should be premium partner / authorized reseller of the Computer Hardware Devices in India. The Bidder must be in position to provide support / maintenance / up gradation during the period of contract.	Bidder, be it premium partner /authorized reseller, to submit a letter of authorization / Manufacturer Authorization Form (MAF).	
4	The Bidder should have an average Annual Turn Over of Rs. 15 Lacs during the last three financial year.	The bidder should submit Copy of the audited statement of accounts (P&L Account & Balance Sheet) duly certified by the Chartered Accountant along with certificate stating the Turnover as a proof.	
5	Legal Status of firm, place of registration, Principal place of Business of firm. If registered Outside of Jodhpur City Area, then branch office should in	Name Registered under GST, Enclosed Document For Branch office supporting document of proof.	

	Jodhpur for facility/support		
6	All the testing equipments like LAN tester, software tools, LAN continuity tester etc required for testing and functioning of LAN and IT component must be available with the firm.	The bidder shall furnish a Self-Declaration on letterhead.	
7	The OEM/ Bidder should submit a certificate, certifying that all the components/parts/assembly/ quoted/ used in the aforesaid mentioned proposal were original/new components / parts/ assembly/software, and that no refurbished/duplicate/ second hand components/parts/assembly were being used or would be used. .	The bidder shall furnish a Self-Declaration on letterhead.	
8	The bidder should have registered positive net profit (after tax) in at least one year in the last three Financial Years (2016-19). Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable. Bidders who are yet to publish their audited document for the year 2018-19, must submit the provisional/CA certified results for the FY 2018-19. (Annexure-3)	The bidders should furnish documentary proof.	
9	The bidder should not have been blacklisted from the Government of Rajasthan or Rajasthan Discoms as on date of bidding.	The bidder shall furnish a Self-Declaration for No Blacklisting on letterhead.	
10	The bidder must have a valid GSTIN	The bidder should furnish documentary proof.	
11	Bidder should be certify the availability of equipment & man-power required through-out the tender period.	The bidder shall furnish a Self-Declaration on letterhead.	
12	The bidder shall have capable man-power having experience of installation of LAN network as well as support for third party product.	The bidder shall furnish a Self-Declaration on letterhead.	

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

ANNEXURE-15: FORMAT FOR FINANCIAL BID SUBMISSION

(The BOQ excel file is to be filled)

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 rates quoted by firm are exclusive of all taxes and duties applicable as per the prevailing taxes and duties with the details of applicable taxes. In case of any variation in taxes and duties or introduction of new taxes and duties/ statutory variations, the same will be in JDVVNL account.
 - v) The quoted price includes the expenditure towards installation, commissioning charges and warranty.
 - vi) The brand and product specification are essentially required to be furnished by the bidder else offer will not be considered.
 - viii) In the event the enclosures, as requested, in the financial bid are not submitted by the bidder then the bid will be considered as non-responsive.
- Price schedule is for reference purpose only. Bidder has to quote the price in BOQ.xls only.

Note: Please do not fill the prices here.

S. N	Description	Unit	Item Rate	GST % for Item	Total Rate
A	B	C	D	E	F= D +E
1	Supply , Drawing and Testing of 4 pair, (Un-shielded Twisted Pair) Cat 6 Cable as per latest amendments of TIA /EIA 568 B.2-1 Specifications in existing MS/PVC Conduits including making connections to Information outlets and Patch Panels with ferruling at both ends for identification with necessary tools for punching, stripping, crimping and testing required . E230100	Mtr.			
2	Supply , Drawing and Testing of outdoor glass Fiber Optic cable single mode 12 core as per latest amendments of TIA /EIA 568B.3 , GR 409 CORE / UL listed NEC 770 Standards in existing MS/PVC Conduits/ slotted channels with ferruling at both ends for identification. E231000	Mtr.			
3	Supply and Installation of Information outlets for Cat 6 application complying to latest amendments EIA/ TIA 568 B.2-1 Specifications along with necessary connections as required. E230200	Each			
4	Supply & fixing of Faceplate for Information Outlets Single Aperture with screw hole E230300				
4A	Single Aperture	Each			
4B	Dual Aperture	Each			

5	Supply , Installation and Testing of 4 pair , Cat 6 UTP, flexible , Double ended Patch Cords along with 2 No of RJ 45 connectors with strain relief transparent boots as per TIA /EIA 568 B.2-1 Specifications.				
5C	3 Mtr/ 10 ft	Each			
6	S&F following sizes (dia.) of ISI marked medium duty PVC conduit along with accessories in surface / recessed using saddles, clamps, fastener as required including cutting the wall, covering conduit and making good the same as required. E020400				
6A	20 mm	R. mtr.			
6B	40 mm	R. mtr.			
7	S&F following sizes of ISI marked (IS:14927P-II) PVC casing capping along with accessories like coupler, inner, outer, elbow, squarebox, tee etc. on surface with screws, expansion fasteners as required. E010401				
7A	20 mm x 12 mm	R. mtr.			
7B	32 mm x 12 mm	R. mtr.			
7	Supply of 10/100 MBPS unmanaged switch rack mountable E231700				
7A	5 port	Each			
7B	8 port	Each			
7C	16 port	Each			
7D	24 port	Each			
8	Supply , Installation, Testing and Commissioning of Rack mounted 19", Cat 6 UTP,1.5-1.6 MM CRS chassis , powder coated Modular Patch Panels with collapsible shutters on jacks to support latest amendments of TIA / EIA Cat 6 Specifications in Existing Communication Rack along with necessary connections of Cat 6 UTP Cables, With Rear Cable management trays and clamps. E230400				
8B	12 Ports	Each			
8C	18 Ports	Each			
8D	24 Ports	Each			
9	Supply , Installation, Testing and Commissioning of Wall mounted Communication rack with glass doors, handles ,lock , Top and Bottom Cable entries, Supports for mounting rack on wall , Cable managers, one Fan, Equipment mounting hardware, power supply box for supplying power to switches, fans etc. along with earth continuity kit, Mcb, indicator, moulded power supply cable E231400				
9A	6 U(44 mm) wall mounted	Each			
9B	9 U(44 mm) wall mounted	Each			

10	UTM (including installation , commissioning and testing for LAN system and wifi points)	Each			
11	Access Points (Wi-Fi) with controller (if required)	Each			
12	L2 Managed Switch 24 ports	Each			

Note:

- The quoted prices are exclusive of applicable GST/Service tax and any statutory variation and imposing new tax by government shall be borne by JDVVNL.

Name: _____
 [Authorized Signatory]