

**Request for proposal  
(RFP) for Preparation  
of Fixed Assets Register  
and Physical  
Verification of Fixed  
Assets of J.V.V.N.L**

**JAIPUR VIDYUT VITRAN NIGAM LTD.**  
**Corporate Identification Number (CIN)- U40109RJ2000SGC016486**  
**Regd. Office: Vidyut Bhawan, Jyoti Nagar, Janpath**  
**Jaipur-302005**

## NOTICE INVITING TENDER “Through E-Tendering Process only”

### RFP SPECIFICATION NO.

Jaipur Vidyut Vitran Nigam Ltd.(J.V.V.N.L.), invites tenders for professional services from reputed Companies registered under the Companies Act 1956/2013 or a Partnership firm registered under Partnership Act 1932/2008 or a Proprietor firms for the job of Preparation of Fixed Asset Register and Physical Verification of Fixed Assets of the company, through e-tendering system.

Mode of Bid Submission	Online through e-Procurement/e-Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Tendering Authority	Chief Accounts Officer ((FM-W&M), Jaipur Vidyut Vitran Nigam Ltd. Vidyut Bhawan, Jaipur-302005
Estimated cost of Project (Approx.)	Rs. 5,00,00,000/- (Rupees Five crores only)
Submission of Demand Draft for Tender Fee, with C.A.O.(FM-W&M) in favour of A.O.(Cash), J.V.V.N.L., Jaipur (non-refundable)	Rs. 2500/- (Rupees Two Thousand Five Hundred only)
Submission Demand Draft for e-Tender Processing Fee with C. A.O.(FM-W&M) in favour of M.D., RISL payable at Jaipur (non-refundable)	Rs.1,000/- (Rupees One thousand only)
Submission of <b>Earnest Money Deposit (EMD)</b> C.A.O.(FM-W&M) in favour of A.O.(Cash), J.V.V.N.L., Jaipur (in form of Demand Draft)	Rs. 10,00,000/- (Rupees Ten lakhs only)
Publishing Date	3 <sup>rd</sup> July 2017
Document Download / Sale End Date/Time	31 <sup>st</sup> July 2017, 3:00 PM
Bid submission Last Date/ Time Submission of Demand Drafts for Tender Fee, EMD and Processing Fee.	1 <sup>st</sup> August 2017, 3: 00 PM
Date & Time of Opening of Technical Bids	1 <sup>st</sup> August 2017, 4: 00 PM
Date & Time of Opening of Financial Bids	Will be intimated later to technically qualified and responsive bidders as per bidding document.
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	<a href="http://www.jaipurdiscom.com/">http://www.jaipurdiscom.com/</a> <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>
Bid & EMD Validity	120 days from date of opening of Technical bid or 90 days from the date of opening of Financial bid whichever is later.

The prospective bidder should have the necessary competence, sufficient experience, expertise and financial capabilities as per eligibility criteria. The other qualifying requirements are detailed in the specification.

### **Important Notes:-**

1. The tender/bid shall only be submitted through online tendering system of [www.eproc.rajasthan.gov.in](http://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](mailto:eproc@rajasthan.gov.in)  
**Address:** e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
3. Bidders should refer to the website <https://www.eproc.rajasthan.gov.in> and go through the link “Help For Contractors”, “Information About DSC”, “FAQ” and “Bidders Manual Kit” and **Section-I** to know the process for submitting the electronic bids at the website.
4. The ‘Instructions to bidders’ and other terms and conditions of this tender pertaining to the bidding process generally follow the guidelines of e-tendering system of the government of Rajasthan, available at URL <https://www.eproc.rajasthan.gov.in>. However, wherever there is any anomaly between terms related to the bidding process referred to in this document and the GoR e-tendering system, the latter shall be prevailed.
5. The complete bid document has been published on the websites <http://www.jaipurdiscom.com>, <https://www.eproc.rajasthan.gov.in> and <http://sppp.rajasthan.gov.in> for the purpose of downloading.
6. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required Bid document fee of Rs. 2500/- only (Rupees Two thousand Five Hundred only) in Demand Draft with C.A.O. (FM-W&M), J.V.V.N.L., Jaipur in favour of A.O. (Cash), J.V.V.N.L., Jaipur payable at Jaipur and e-Tender Processing Fee: Rs. 1,000/- (Rupees One Thousand only) in Demand Draft in favour of M.D, RISL payable at Jaipur. Scanned copies of the aforesaid DDs shall be enclosed with the submission of bid online whereas original DDs shall be furnished to the Chief Accounts Officer (FM-W&M), J.V.V.N.L., Jaipur in separate envelopes up to the date & time specified for the submission of bid.
7. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally and stamped on each page by the designated authorized

representative of the bidder.

8. No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder(s).
9. J.V.V.N.L. disclaims any factual or any other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
10. Bids will be considered only in the prescribed form/ document. Bids not submitted in the prescribed format will be summarily rejected. Also, bidders should refrain from providing the information which is not relevant.
11. Copies of various documents to be enclosed along with the bid-proposals must be legible and be self-attested by the authorized signatory with official seal. Claims made by bidder related to the project experience and other requirements shall be considered only when appropriate supporting documents are provided.
12. The Bids can be submitted up to date and time given as specified in the NIT.
13. The complete bidding process is defined in the RFP document.
14. In case, a bidder imposes conditions which are in addition or at variance or in conflict with the terms and conditions as specified in this RFP document, all such bid-proposals will be summarily rejected.
15. Tendering Authority reserves the complete right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/ rejected by the J.V.V.N.L./ tendering authority.
16. In case, a dispute arises with regard to interpretation/ omission/ error in the RFP document, bid submitted, other documents; the decision of J.V.V.N.L. will be final and binding upon the bidders.
17. Interested bidders may obtain further information from the office of The Chief Accounts Officer (FM-W&M), Jaipur Vidyut Vitran Nigam Ltd, Jyoti Nagar, Jaipur on any working day between 10:00 AM to 6:00 PM.

**Chief Accounts Officer (FM-W&M),**  
Jaipur Vidyut Vitran Nigam Ltd.  
Vidyut Bhawan, Jyoti Nagar, Jaipur-302005

## **Introduction**

### **1.1 Background:**

Jaipur Vidyut Vitran Nigam Limited (J.V.V.N.L.) is a Distribution Utility entrusted with the license for sub-transmission and distribution of electric power in the designated areas within the State of Rajasthan covering the district of Jaipur, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, Sawaimadhopur, Tonk and Karauli. The Company was established on 19<sup>th</sup> June, 2000 by Government of Rajasthan under the provision of the Rajasthan Power Sector Reforms Act, 1999 as the successor company of RSEB and presently has its corporate office at Vidyut Bhawan, Jyoti Nagar, Jaipur-302005.

### **1.2 General details:**

S.No.	Description	Nos.
1.	<b>Number of Zones :-</b> Jaipur, Bharatpur and Kota	3
2.	<b>Number of Circles (O&amp;M and Non O&amp;M units):-</b> Jaipur City Circle, Jaipur District Circle, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, Sawaimadhopur, Tonk and Karauli.	13
3.	<b>Number of Non-O&amp;M units:-</b> Head Office, AO (Cash), AO (Budget), CPC, AO (TW), MM and CE Jaipur Zone office	7

*Note: In the event of circle or any unit being reorganized, divided, merged or altered in any other possible way, the successful bidder shall not be allowed to claim any additional payment whatsoever in lieu of that. For the purpose of execution of this work, the circles and units having identified boundaries of jurisdiction as on date of publishing of this RfP shall be considered for completion of milestones and payment thereof.*

### **1.3 Overview of Fixed Assets of J.V.V.N.L.**

J.V.V.N.L.'s Fixed Assets consists of land, Buildings, Plant and Machinery, Power Distribution System of electrical network of 33KV lines, 11KV lines, Low Tension lines, Sub-Stations, Vehicles, Furniture & Fixtures and Office Equipment distributed across the geographic area of operation of the company within the State of Rajasthan. It is advised to the bidders to familiarize themselves with the geographic spread of the operation of JVVNL and shall assess the quantum of work accordingly. Under any circumstances, no additional payment shall be paid by the JVVNL, over and above the contractual admissible fees agreed at the time of issuing Letter of Intent or Work Order.

## DEFINITIONS AND ABBREVIATIONS

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, as they may be issued and in force from time to time.
- (b) "Applicant" shall mean the bidder.
- (c) "Bank" or "Banks", refers to all scheduled Indian Banks as per the RBI current list (Schedule-II).
- (d) "Bidder" shall mean any firm/ agency/ company/ contractor/ supplier/ vendor, either a sole bidder or a consortium of companies responding to Invitation for Bids / Request for Proposal / Notice Inviting Tender and which is participating in the Bid. In case of consortium, lead bidder and consortium members both will be jointly and severally responsible.
- (e) "Completion" shall mean the completion of the Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
- (f) "Contract" means the Agreement entered into between the Purchaser and the Contractor together with the Contract Documents referred to therein, including all attachments, appendices and all documents incorporated by reference therein.
- (g) "Contract Documents" shall mean the following documents listed, including any amendments thereto to be read and construed as part of this Agreement, viz.:
- i. The Detailed award of contract;
  - ii. The Special Conditions of Contract;
  - iii. The General Conditions of Contract;
  - iv. The Instructions to bidders;
  - v. The Purchaser's Notification to the Bidder for Award of Contract;
  - vi. Bidder's response (proposal) to the RFP, including the Bidder's technical offer and the financial offer;
  - vii. Agreement;
  - viii. Performance Security.
- (h) "Contract Price" means the price payable to the Contractor as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (i) "Contractor" means the agency appointed to perform services for the Utility under this contract. Supplier/Successful Bidder has been used to mean Contractor in this document.
- (j) "Day" means English calendar day.

- (k) "Delivery" means the delivery of Services from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (l) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 8 of GCC;
- (m) "GCC" means the General Conditions of Contract.
- (n) "Government" means the Government of Rajasthan unless the context implies the Government of India.
- (o) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights;
- (p) "In writing" shall include any manuscript type, written or printed statement, under or over signature or seal as the case may be.
- (q) "J.V.V.N.L." shall mean the JAIPUR VIDYUT VITRAN NIGAM LIMITED represented by Managing Director and shall include their legal personal representative, successors and assignees.
- (r) "Month" shall mean, English calendar month i.e. period of 30/31 days
- (s) "Owner" means the "Utility" calling for RFP.
- (t) "Party" means the Utility or the Contractor, as the case may be;
- (u) "Personnel" means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; and "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's country;
- (v) "Project" means all activities covered under present contract.
- (w) "Proposal Due Date (PDD)" means last date of submission of bid document.
- (x) "Purchaser's Country" shall mean India.
- (y) "Purchaser" means the entity availing the Services, as specified in the SCC. It has been used to mean **Jaipur Vidyut Vitran Nigam Limited (JVVNL)** in this document.
- (z) "Related Services" means the services to be provided as per the requirements / conditions specified in the Contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute this Contract.

(aa) "SCC" means the Special Conditions of Contract.

(bb) "Services" means the work to be performed by the Contractor pursuant to this Contract for the purposes of the Project, as described in the Scope of Work hereto;

(cc) "Sub-contractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is sub-contracted by the Contractor.

(dd) "Successful Bidder" shall mean whose bid has been accepted by the Utility and appointed to perform services for the Utility under this contract.

(ee) "The Site" shall mean all identified locations within the State of Rajasthan, where the Contractor carries out any installation of Goods or is required to provide any Services.

(ff) "Third Party" means any person or entity other than the Government, the Utility, the Contractor or any other party as implied by the usage and context.

(gg) "Utility" means the Utility calling for RFP, i.e., JVVNL.

## **SECTION I INSTRUCTION TO BIDDERS:**

### **1. General Instructions:-**

#### **1.1. Objective of the RFP:**

The objective of the RFP is to do the physical verification of J.V.V.N.L.'s fixed assets, to digitally prepare scaled Single Line Diagram (SLD) of electrical distribution network on the geographical map, to prepare fixed assets register and to reconcile the value of assets in fixed asset register with that of the value in books of accounts. The assets are distributed across the approximately 72474 Sq. km. of geographic area of operation of the company within the State of Rajasthan.

1.2. The tender/bid shall only be submitted through online tendering system of [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).

1.3. 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 1.00 PM on all working days)

E-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)

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

Bidders should refer to the website <https://www.eproc.rajasthan.gov.in> and go through the link “Help For Contractors”, “Information About DSC”, “FAQ” and “Bidders Manual Kit” and Section-I to know the process for submitting the electronic bids at the website.

1.4. 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 document and the GoR e-tendering system, the latter shall be prevailed.

1.5. The complete bid document has been published on the websites, <http://www.jaipurdiscom.com>, <https://www.eproc.rajasthan.gov.in> and <http://sppp.rajasthan.gov.in> for the purpose of downloading.

1.6. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required Bid document fee of Rs. 2500/- only (Rupees Two Thousand Five Hundred only) in Demand Draft in favour of A.O. (Cash), J.V.V.N.L., Jaipur payable at Jaipur and e-Tender Processing Fee: Rs. 1000/- (Rupees One Thousand only) in Demand Draft in favour of M.D., RISL payable at Jaipur. Scanned copies of the aforesaid DDs shall be enclosed with the submission of bid online whereas original DDs shall be furnished to the Chief Accounts Officer (FM-W&M), J.V.V.N.L., Jaipur in separate envelopes up to the date & time specified for the submission of bid.

1.7. Period of Engagement: The stage-wise assignment completion period is mentioned under SCC clause No. 1.11. The successful bidder must formulate the work completion strategy accordingly and deploy the sufficient work force on the said assignment, so as to complete the work in the given timeline.

1.8. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally and stamped on each page by the designated authorized representative of the bidder.

1.9. Eligible Bidders: The bidder should be a legal identity. The bidder would be evaluated on the basis of eligibility criteria set out in Section –II of the RFP.

1.10. Sub contracting: The successful bidder shall not be permitted to sub-contract any part of its obligations under the Contract with the J.V.V.N.L.

1.11 Joint venture, Consortium or Association: The consortium or Joint venture is allowed subject to the fulfillment of the Qualification Criteria as specified in this bidding document. Bids submitted by a joint venture having not more than three partners with one partner as lead partner, shall comply with the following requirements:

i. The bid shall include all the information/attachment required for Form – F 9 of this bidding Document.

ii. The bid shall be signed so as to be legally binding on all partners.

iii. One of the partners responsible for performing a key component of the contract shall be designated as leader; this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories as per Form- F 11 of this bidding document.

iv. The leader shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the leader, provided otherwise requested by the joint venture and agreed between the JVVNL and the leader.

v. All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.

vi. A copy of the agreement entered into by the joint venture partners shall be submitted with the bid as per Form – F 10 of this bidding document, including inter-alia delineation of responsibilities and obligations of each partners appended thereto, notwithstanding the joint and several liability.

vii. The joint venture agreement should indicate precisely the responsibility of all members of JV in respect of deployment of manpower, conducting physical verification of asset, preparation of Fixed Asset Register, determination of historical value of fixed assets, updation of Fixed asset Register and any such related activity whatsoever.

viii. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the JVVNL; and

ix. In order for a joint venture to qualify, each of its partners or combination of partners must meet the minimum criteria listed in the Qualification Requirement for the Bidder in enclosed. Failure to comply with this requirement will result in rejection of the joint venture bid.

x. A firm can be a partner in only one joint venture; bids submitted by joint ventures or consortia including the same firm as partner will be rejected.

1.12. Corrigendum: Any corrigendum issued shall form part of the RFP Document and shall be issued on the e-procurement website <https://www.eproc.rajasthan.gov.in>, <http://www.jaipurdiscom.com> and <http://sppp.rajasthan.gov.in>

## **2. Preparation of Bidding documents:-**

### **2.1. EARNEST MONEY DEPOSIT (EMD):**

2.1.1. Every Bidder, if not exempted, participating in the bidding process will be required to furnish the bid security as specified in this bidding document.

2.1.2 The Bidder shall furnish Earnest Money Rs. 10,00,000/- (Rupees Ten lakhs only) through any acceptable instrument as specified in this bidding document.

2.1.3 The bid security shall, at the bidder's option, be in the form of a crossed bank draft/pay orders/bank guarantee in favour of JVVNL from a reputed **(i) Public Sector Bank of India; or (ii) Scheduled Commercial Indian Private Bank located in India**. Bid security shall remain valid for a period of thirty (30) days beyond the original bid validity period, and beyond any extension subsequently requested. In case of submission of the Bid Security in form of Bank Guarantee, bid security shall be submitted in Format provided at **Annexure - III** specified in this bidding document.

2.1.4 The Bid Security shall be submitted in favour of Accounts Officer (Cash), J.V.V.N.L., Jaipur payable at Jaipur, Rajasthan.

The Bank Guarantee for bid security shall be executed on Rajasthan Non-Judicial Stamp Paper worth 0.25% of BG value (maximum stamp duty of Rs 25,000/-).

2.1.5. Scanned copy of the acceptable instrument for bid security shall be enclosed with the submission of bid online whereas original instrument shall be furnished to the Chief Accounts Officer (FM-W&M) in separate envelope up to the date & time specified for submission of bid.

2.1.6. Any bid not accompanied with the scanned copy of the bid security against deposition of earnest money or the original bid security against earnest money has not been furnished to the Chief Accounts Officer (FM-W&M) up to the date & time specified for submission of the same, shall be rejected and the bid shall not be opened.

2.1.7. The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the bid validity period.

2.1.8 The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement and has furnished the required performance security.

2.1.9. Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the J.V.V.N.L. in connection with some other bids/orders shall not be entertained.

2.1.10. No interest shall be payable on the amount of EMD.

2.1.11. The Bid security taken from a bidder shall be forfeited in the following cases, namely: -

- i. when the bidder withdraws or modifies its bid after opening of bids;
- ii. when the bidder does not execute the agreement, if any, after placement of supply/work order within the specified period;
- iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
- iv. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and

v. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

2.1.12 The Discom shall promptly return the bid security after the earliest of the following events, namely:-

- i. The expiry of validity of bid security;
- ii. The execution of agreement for procurement and performance security is furnished by the successful bidder;
- iii. The cancellation of the procurement process; or
- iv. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

## **2.2. COST OF TENDER SPECIFICATION AND e-TENDER PROCESSING FEES.**

2.2.1. The bidders can download the bid document from <https://www.eproc.rajasthan.gov.in>. However, Cost of tender/bidding document Rs. 2500 (Rs.Two Thousand Five Hundred only, non-refundable) shall be deposited through Demand Draft payable to the Accounts Officer (Cash), J.V.V.N.L., Jaipur. The bidder shall also deposit e-tender processing fee amounting to Rs. 1000/- (Rs. One thousand, non-refundable) through Demand Draft in favour of M.D, RISL payable at Jaipur. Scanned copies of the aforesaid DDs shall be enclosed with the submission of bid online whereas original DDs shall be furnished to the Chief Accounts Officer (FM-W&M) in separate envelopes up to the date & time specified for the submission of bid.

2.2.2. Any bid not accompanied with the scanned copy of the Demand Drafts against deposition of Cost of Tender Specification and E-Tender Processing fee or the original demand drafts against the Cost of Tender Specification and E-Tender Processing fee have not been furnished to the Chief Accounts Officer (FM-W&M) up to the date & time specified for submission of the same, shall be rejected and the bid shall not be opened.

## **3. Submission and Opening of Bids:-**

### **3.1 COST OF BIDDING**

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

### **3.2 LANGUAGE OF BIDS**

The Bid, as well as all correspondence and documents relating to this Bid shall be exchanged and considered by the Bidder and the tendering authority in English Language only.

Supporting documents and printed literatures comprising part of the Bid may however be provided in English/ Hindi language.

### **3.3 SUBMISSION OF PROPOSALS**

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

### **3.4 DOCUMENTS COMPRISING THE BID**

**Bids are to be submitted in two parts:-**

**3.4.1 Part-I (Technical part of bid, to be filed in .pdf format):-** This shall contain the following:-

- (i) Scanned copy of bid security issued in favor of the Accounts Officer (Cash), J.V.V.N.L., Jaipur towards deposition of EMD amount,
- (ii) Scanned copy of Demand Draft issued in favor of M.D. RISL payable at Jaipur towards e-Tender Processing Fees,
- (iii) Scanned copy of Demand Draft issued in favor of the Accounts Officer (Cash), J.V.V.N.L., Jaipur on account of deposition of the cost of tender document,
- (iv) Technical Bid offer cover letter on company's / firm's letter head and related formats as specified under Section-VII "*Technical Bid*" of this RFP.
- (iv) Other Documents/ certificates about bidder's competence, financial strength, details of experience in accordance with the QR specified so that the J.V.V.N.L. may be able to examine whether the offer submitted is technically acceptable and also confirm to our commercial terms and conditions or not.

**3.4.2 Part-II (Financial/ Price bid/ BOQ, to be filed in .xls format):-**

(i) This shall contain the financial offer for carrying out the scope of work. The financial offer must be submitted in excel file of BOQ in the format as specified under Section-VIII "*Financial Offer Declaration*" of this RFP.

(ii) The price bid shall only be opened after examination of Technical Bid as per requirement stipulated in this specification and being satisfied about the fulfillment of the eligibility criteria. Price bid of only successful and qualified bidders shall only be opened. The date of opening of the price Bids shall be intimated to successful bidders, after evaluation technical bid (Part-I).

**3.4.3** If required, J.V.V.N.L. may ask any bidder to furnish original copy of any documents or copy thereof duly attested by the Notary as the case may be for physical verification form on short notice of three days.

### **3.5 FILLING OF BIDS**

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

3.5.2 No alteration shall be permitted to the formats and schedules enclosed with this tender specification and the Bidder must entirely comply with the specification.

3.5.3 The tender and all accompanying documents shall be in Hindi/English Language and shall be signed digitally by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the tender. For any accompanying/supporting document supplied in language other than the specified, translated document of the same shall also be provided; otherwise, the document shall to be deemed as null and void.

3.5.4 The bid shall be accompanied with the Power of Attorney (PoA) issued in the favour of authorized signatory of the bid. The PoA shall be on the Non-Judicial Stamp Paper of Rajasthan having value of Rs. 500/-

3.5.5 The bidder must quote the prices strictly in the manner as indicated herein, failing which the bid shall be liable for rejection. These must not contain any additions, alterations or corrections and any other marking which leave any room for doubt.

3.5.6 The J.V.V.N.L. will not be responsible to accept any cost involved in the preparation or submission of bids.

3.5.7 Any printed conditions of service on the bid shall not be accepted by the J.V.V.N.L.

3.5.8 All bids and accompanying documents shall be addressed to the Chief Accounts Officer (FM-W&M), J.V.V.N.L., Shed No. 01 Room No. 11, Vidyut Bhawan, Jyoti Nagar, Jaipur-302005.

3.5.9 The tenders/quotations given in the form other than the form prescribed shall not be considered.

3.5.10 After submission of valid authorization certificate of the authorized signatory of the bid, only one person shall be allowed for presence during the opening of the bid.

### **3.6 ALTERNATIVE BIDS**

Alternative bids shall not be considered.

### **3.7 BID PRICES**

3.7.1 All the prices should be quoted in Indian Rupees (INR) only.

3.7.2 The prices quoted in BOQ.xls should be inclusive of all the applicable taxes and other government levies, including service tax if any applicable at present.

3.7.3 The bidder shall furnish break-up of the quoted price in financial offer according to the Section VIII, indicating amount of service tax clearly, as per the prevailing rates on the bid date. Any statutory variation due to imposition of new tax or any increase in existing taxes by the government subsequently during the currency of the contract shall be on the part of the J.V.V.N.L. Similarly, any waiver or reduction in the existing taxes shall also be passable to the J.V.V.N.L.

### **3.8 PERIOD OF VALIDITY OF BIDS**

3.8.1 The submission of any bid connected with these documents and specification shall constitute an agreement that the Bidder shall have no cause of action or claim, against the J.V.V.N.L. for rejection of its bid. The J.V.V.N.L. 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 the owner.

3.8.2 The bids shall be valid for a minimum period of 120 days (One hundred twenty) days from the date of opening Part-I (Technical part of bid) or 90 (Ninety) days from the date of opening of Part-II (Price bid) wherever is later. Bids mentioning a shorter validity period other than specified are likely to be summarily rejected / ignored.

3.8.3 J.V.V.N.L. may ask for extension in validity period. The Bidder will be at liberty to accept it or not.

### **3.9 SIGNING OF THE BID**

3.9.1 The bidding document shall be digitally signed by a person duly authorized to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written confirmation as specified in the bidding document and shall be attached to the bid.

3.9.2 Bid by a partnership must be furnished with full names of authorized partner followed by the signature(s) and designation (s) of the authorized partner(s).

3.9.3 Bids by corporation/ company must be signed with the legal name of the corporation/ company by the President, Managing Director or by the Secretary or other person or persons authorized to sign the bid on behalf of such corporation/company.

3.9.4 A bid signed by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'Agent' or other designation without disclosing his principal will be liable to be summarily rejected.

3.9.5 Satisfactory evidence of the authority of the person signing on behalf of the Bidder shall be furnished with the bid.

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

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

### **3.10 AMENDMENT/CORRIGENDUM/ADDENDUM IN RFP DOCUMENT AND DEADLINE FOR SUBMISSION OF BID**

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

3.10.2 At any time prior to the Bid Due Date, the Authority may for any reason, whether on its own initiative or as a result of a response to a query received during Pre-Bid Conference, modify the RFP Document/extend Bid Due Date by issuing “Amendment/Corrigendum/Addendum”.

3.10.3 The Amendment/Corrigendum/Addendum shall be published on <http://www.jaipurdiscom.com>, <https://eproc.rajasthan.gov.in> and <http://sppp.rajasthan.gov.in>. Each such Amendment/ Corrigendum/ Addendum shall become part of the RFP Document.

3.10.4 Change in date of submission and opening of bids if any shall also be placed on the J.V.V.N.L. website immediately. However, if the modifications in bidding document, specifications of service are substantial, fresh publication of original bid inquiry may also be issued.

3.10.5 The J.V.V.N.L. on its discretion, reserves right to extend the deadline for the submission of bids.

### **3.11 RECEIPT OF TENDERS/ BIDS**

3.11.1 Access to the bids is strictly restricted and will be provided only to the concerned officers of J.V.V.N.L. doing the evaluation.

3.11.2 Bids received by modes other than submission on <https://www.eproc.rajasthan.gov.in> website shall not be considered.

### **3.12 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS**

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

### **3.13 BID OPENING**

3.13.1 The designated Committee will perform the bid opening.

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

3.13.3 All the bids received up to the specified time and date in response by all the bidders shall be opened by the members of the designated Committee after entering their corresponding credentials (login id and digital signatures) in the website <https://www.eproc.rajasthan.gov.in> at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present.

3.13.4 No bid shall be rejected at bid opening except for alternative bids, bids not accompanied with the required evidences regarding deposition of cost of tender documents, EMD, and e-tender processing fees.

3.13.5 The Tendering authority shall prepare a record of the bid opening that shall include name of the bidder, the bid price and the presence or absence of Tender fee, EMD. The bidder's representatives who are present shall be required to sign the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record.

3.13.6 Only the Part-I containing "Technical Bid" shall be opened first. The Part-II containing "Financial Bid" shall be kept intact and shall be opened later on the specified date and time which shall be intimated to the bidders who qualify in the evaluation of technical bids.

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

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

#### **4. EVALUATION OF BIDS**

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

4.1.2 To evaluate a bid, the tendering authority shall use all the criteria and methodologies defined in Section IV "BID EVALUATION METHODOLOGY" of this bidding document.

#### **4.2 EVALUATION OF TECHNICAL BIDS**

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

4.2.2 The number of firms qualified in technical evaluation, if less than three, and it is considered necessary by the tendering authority to continue with the bid process, reasons shall be recorded in writing; otherwise fresh bids may also be invited.

4.2.3 After approval of the technical evaluation by tendering authority, the firms which qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial bids.

4.2.4 For the firms which could not qualify in technical evaluation, EMD shall be refunded after completion of the bidding process i.e. award of the contract to the successful bidder.

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

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

#### **4.3 EVALUATION OF FINANCIAL BIDS**

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

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

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

4.3.4 Conditional bids are liable to be rejected.

4.3.5 ***The offers shall be evaluated on L1 basis*** and the technically qualified bidder quoting the lowest price shall be considered as L1 bidder, bidder quoting price next higher to the L1 bidder's price shall be considered as L2 bidder and so on. If the "*Quoted Rate*" are same for two bidders, then their ascending order would be determined on the basis of drawl of lottery in presence of the bidder who wishes to be present.

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

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

Note: If the bidder quotes zero or null value against any of the item(s) in column "3" of the financial offer i.e. "BOQ", the same offer shall be rejected. In this case the Qualified bidder evaluated by e-proc system shall deviate and shall not be considered to be valid.

#### **4.4 CORRECTION OF ARITHMETIC ERRORS**

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

- i. 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
- ii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to point i above.

#### **4.5 NEGOTIATIONS**

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

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

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

4.5.3 Negotiations shall be conducted with the L1 bidder only and by information given in writing with a minimum period of 3 days (in case of a local bidder) and 7 days (in case of an outstation bidder) shall be given for holding negotiations. In case of urgency the tender sanctioning committee may reduce the notice period for negotiations, provided the bidder receives the information regarding holding negotiations.

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

## 5. Rejection of bids:

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

i. Any action on the part of the bidder to revise the rates/prices and modification in technical or commercial substance of original offer subsequent to opening of tender.

ii. Submission of any supplementary information unless & otherwise asked for by the bidder after opening of the Bid may result in rejection of the Bid and may also debar him from submission of Bid to J.V.V.N.L. at least for a year.

iii. The J.V.V.N.L. reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the J.V.V.N.L.'s action.

iv. In case of bidder not furnishing the desired information in the desired format the bid/offer may be rejected.

v. In case of bidder not adhering to the format of financial offer given with this document the bid/ offer may be rejected.

vi. In case of any foot note or explanatory statement in the financial offer the bid/offer may be rejected.

vii. In case of financial offer comprising any supplementary statement or discount or any condition the bid / offer may be rejected.

viii. In case, the bidder quotes zero or null value against any of the item(s) in column “3” of the financial offer i.e. “BOQ”, the same offer shall be rejected.

## 6. Signing of agreement

6.1 On receipt of Letter of award from J.V.V.N.L., the successful bidder shall enter into an agreement with J.V.V.N.L. by jointly signing. The draft of the agreement based on the terms, detailed in Section-V and Section-VI will be forwarded to the successful bidder for execution. **The agreement shall be executed within fifteen days** thereafter. The person to sign the agreement must be duly authorized by the Bidding entity.

6.2 If the bidder, who has been selected for contract, fails to sign a written agreement for contract or fails to furnish the required security deposit within specified period, the Discom shall take action against the successful bidder as per the provisions of the bidding document. The Discom may, in such case, cancel the contract with the bidder, forfeit the EMD and debar the bidder to participate in any future bid.

## 7. Performance Security

The successful Bidder within **fifteen (15) days** of the receipt of letter of award from the J.V.V.N.L. shall furnish the Performance Security in accordance with the respective clauses of GCC & SCC. **The value of Performance Security would be 10% of the contract value.** The Performance Security would be valid up to a period of 6 months post the date of completion of the work. The performance security shall be deposited in formats as provided in **Annexure – IV**.

The Bank Guarantee for bid security shall be executed on Rajasthan Non-Judicial Stamp Paper worth 0.25% of BG value (maximum stamp duty of Rs 25,000/-).

## 8. Understanding and clarifications on documents and specifications

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

## **9. Policy for bids under consideration**

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

## **10. Preliminary examination and evaluation**

10.1. J.V.V.N.L. shall examine the bids to determine whether they are complete, free from computational errors, required cost and fees have been furnished or not and whether the documents furnished are properly signed and the bids submitted are generally in order.

10.2. Prior to the detailed evaluation, the J.V.V.N.L. will determine the substantial responsiveness of each bid against the bidding document.

10.3. For the purpose of above, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment/services/material or which limits in any way to the responsibilities or liabilities of the bidder of any right of J.V.V.N.L. as required under these specifications and documents. Determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

10.4. A bid determined as not substantially responsive will be rejected and shall not be treated responsive subsequently by correction of the non conformity by the bidder.

10.5. Bid price shall mean the total price quoted by each bidder for complete package in its proposal for the complete scope of works.

10.6. J.V.V.N.L. will evaluate and compare the bids previously determined to be substantially responsive, pursuant in the manner specified above, for each package separately.

10.7. No bid shall be considered responsive if the complete requirements covered in the package are not included in the bid.

## **11. Award of contract**

11.1. Notification of award of contract will be made in writing to the successful bidder.

11.2. The contract will be awarded to the best qualified and the substantially responsive bidder in conformity with the requirements of these specifications and documents and the JVVNL shall be the sole judge in this regard and subject to the provisions of these instructions to bidders and other terms and conditions detailed out in these documents and specifications.

11.3. A responsive bid is one which accepts all terms and conditions of these specifications and documents without any major modifications. A major modification is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way the responsibilities or liabilities of the bidder or any rights of the owner as required in these specifications and documents. The award of contract may be distributed among more than one bidder.

## **12. General**

12.1. The cost of specification will not be refunded under any circumstances.

12.2. The bidder shall treat the details of the specification and other Bid documents as private and confidential and shall not reproduce without the written authorization of J.V.V.N.L.

12.3. J.V.V.N.L. shall 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.

12.4. The fact of submission of bid to J.V.V.N.L. shall be deemed to constitute an agreement between the bidder and J.V.V.N.L. whereby such bid shall remain open for acceptance by the J.V.V.N.L. and Bidder shall not have option to withdraw its offer, impair or derogate the same. If the Bidder is notified during the period of validity of bid that its bid is accepted by the J.V.V.N.L., the bidder shall be bound by the terms of agreement constituted by its bid and such acceptance thereof by the J.V.V.N.L., until formal contract of the same bid has been executed between the bidder and the J.V.V.N.L. in replacement of such agreement.

12.5. The successful bidder will have to execute the contract agreement towards proper fulfillment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to J.V.V.N.L. may be taken, if satisfactory clarification is not furnished within the prescribed period.

12.6. J.V.V.N.L. will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.

12.7. Telex, Telegraphic, Fax bids or bid submitted in hard copy shall not be accepted.

12.8. J.V.V.N.L. reserves the right to:

- a. Amend the scope of the proposed contract.
- b. Reject or accept any bid.
- c. Cancel the bid process and reject all applications.
- d. Change the area.
- e. Change the period of contract

J.V.V.N.L. shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.

## Section-II Eligibility Criteria

1.0. The bidder should be a Company registered under the Companies Act 1956/2013 or a Partnership firm including Limited Liability Partnership (L.L.P.) registered under Partnership Act 1932/2008 or a Proprietor firms. The following eligibility criteria are mandatory and non-fulfillment of which will lead to disqualification of the bid (Satisfactory evidence to be provided by the bidder)

2.0 Bids may also be submitted by joint venture firms (having not more than three partners with one partner as lead partner).

2.1 One of the partners shall be nominated as lead partner, and the lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners as per Form –II of this bidding document.

2.2 All partner of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a copy of the agreement entered into by the joint venture partners having such a provision shall be submitted with the bid.

2.3 All the partners of the JV shall meet, individually, the qualification set forth at S. No. 1 in the table below.

2.4 Lead partner of the JV shall meet, not less than 40% of the minimum criteria given at S. No. 3 in the table below **AND** each of the other partner(s) shall meet not less than 25% of the criteria given at S. No. 3 in the table below.

2.4 All the partners of the JV shall meet, collectively, the requirement set forth at S. No. 2 in the table below.

### Eligibility Criteria for the participatory firm(s)/ Company

S. No.	Particulars	Qualifying criteria	Supporting Documents required
1.	Company's/ Firm's	Company/ Firm should be registered under the Companies Act 1956/2013 or a Partnership firm including Limited Liability Partnership (L.L.P.) registered under Partnership Act 1932/2008 or a Proprietor firms	Company's/ Firm's Incorporation/ Registration Certificate.
2.	Company's/ Firm's Project Experience	The Company/ Firm should have done <b>at least one successful</b> assignment in Preparation of Fixed Asset Register of any Power Distribution or Transmission utility in past five years i.e on or after 01.04.2012.  <b>AND</b> <b>At least one successful</b> assignment on physical	Letter of Award and completion certificate.

		<p>verification of Fixed Assets of any Power Distribution or Transmission utility in past five years i.e on or after 01.04.2012..</p> <p><i>Note (i) Above mentioned works if done in a single assignment then, it shall be considered for qualification requirement.</i></p> <p><i>(i) The cumulative project worth, either undertaken in a single assignment or as two separate assignments, shall be minimum of Rs. 1.50 crore.</i></p>	
3.	Financial strength of the Company/ firm	The cumulative turnover of the applicant from the last three financial years i.e. financial year 2014-15, 2015-16 & 2016-17 shall not be less than Rs. 15 crores (Rupees Fifteen crores only). The Company/ firm should have earned profits in each of the said years, if it was in operation in that year.	Audited Accounts of Financial year 2014-15, 2015-16 & 2016-17.
4.	Composition of Project implementation Team	<p>The applicant should have the following key personnel with requisite qualifications and experience, as partners or employees of the company/ firmas on the bid submission date, who will become the part of Project implementation Team:-</p> <p><b>a) Financial Expert:</b> -at least Chartered Accountant having minimum 10 (ten) years of experience. The experience shall be Counted after acquiring of CA Qualification. <b>Having experience of at least 1 (one) fixed asset management project in public sector utility is essential.</b></p> <p><b>b) Technical Expert :-</b> BE/ B. Tech in Electrical Engineering with minimum 8 (Eight) years of experience in the Power Distribution/Transmission Sector. The experience shall be counted after acquiring of graduation in Electrical Engineering Discipline.</p> <p><b>c) Associate (Finance &amp; Accounts) - minimum 3 persons:-</b>At Least Chartered Accountants with minimum 3 (three) years of experience and having experience in the area of accounts preparation/ audit of accounts of Public Sector</p>	Curriculum vitae (CV), Professional Qualification Certificate/ Degree and Work experience certificate.

		<p>Utilities, preparation of Fixed Assets and depreciation register etc. The experience shall be Counted after acquiring of CA Qualification.</p> <p><b>d) Associate (Technical) - Electrical minimum 3 persons:-</b> BE/ B. Tech in Electrical Engineering with minimum 3(three) years of experience in the Power Sector. The experience shall be Counted after acquiring of graduation in Electrical Engineering Discipline.</p> <p><b>e) Associate (Technical) - Civil minimum 1 persons:-</b> BE/ B. Tech/Diploma in Civil Engineering with minimum 3 (three) years of experience in the infrastructure Sector. The experience shall be Counted after acquiring of graduation in Civil Engineering Discipline.</p>	
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## **SECTION-III**

### **Scope of Work**

#### **1. General**

1.1 Time is the essence of the contract.

1.2 For the purpose of this bidding document, Fixed Assets shall include Land, Buildings, Plant and machinery, power distribution system of electrical network of 33kV, 11kV, Low Tension lines, Sub-stations, vehicles, furniture & Fixtures and office equipment distributed across the geographic area of operation of the company within the State of Rajasthan.

1.3 Physical verification of the Fixed Assets has to be carried out in respect of all infrastructure of the JVVNL from 33 kV level to the LT level. Consumer metering details shall be provided by the JVVNL, however, costing is to be determined by the successful bidder independently.

1.4 The cut-off date of physical verification is 31.3.2017.

1.5 The Fixed Assets as per Physical Verification is to be reconciled with the Fixed Asset Register (FAR) on the cut-off date. Discrepancies between physical Assets and FAR, if any, is to be reconciled and necessary details of rectification entries to be passed by the unit has to be made out separately and given along with the report.

1.6 SE (O&M) of each circle shall be the nodal officer for the purpose of accomplishment of this assignment and verification of the reports submitted by the successful bidder as a part of deliverable.

1.7 SE (O&M) shall nominate JEN/AEN for the purpose of physical verification of the assets on the field along with the representative of the successful bidder's firm.

1.8 It shall be the duty of the successful bidder to communicate the field visit plan along with the details of manpower scheduled for such visit to the SE (O&M) with a copy to MD JVVNL, at least 7 days in advance of such field visit.

#### **2. SCOPE OF WORK:**

The scope of work is broadly classified into two modules, the details of work included in each module are as follows:-

##### **2.1 Module-I**

###### **a.) Physical verification of assets:**

2.1.1 Perform physical verification of all fixed assets considering cut-off date of physical verification as 31.3.2017 to the satisfaction of the J.V.V.N.L.

2.1.2 Land details and building details are to be captured along with the area and the measurement of relevant dimensions.

2.1.3 Digital and properly scaled single line diagram shall be prepared on geographical map.

###### **b.) Preparation of fixed asset register:**

2.1.4 Prepare and compile voltage – wise fixed asset registers and depreciation registers.

- The registers shall be prepared with cut – off date as 31.03.2017, for each accounting unit as well as for J.V.V.N.L. as a whole, to the satisfaction of the J.V.V.N.L.
- All assets shall have details of the year of installation/ commissioning so that year wise asset register can be prepared with ease.

**c.) Determination of historical cost of assets:**

2.1.5 Prepare a plausible methodology to determine the historical cost of the fixed assets. The methodology shall be approved by the Committee, formed for this purpose by JVVNL.

2.1.6 Compile and assess the value of asset through approved methodology.

2.1.7 Reconcile the value of asset with that of the value as per books of accounts of JVVNL. In case of any noted discrepancies between the values, the bidder shall assist to remove the discrepancies by way of appropriate and suitable accounting principles recognized in India.

**2.2 Module-II**

**a.) Development of methodology and updation of fixed asset register (FAR):**

2.2.1 Develop offline formats, suitable to update the fixed asset register on continuous basis and methodology to duly reconcile it with the books of accounts of JVVNL.

2.2.2 Prepare the report from each circle on physical verification of those fixed assets created/ modified/ shifted from one location to another, after the immediately preceding physical verification date. The said physical verification shall be performed by the firm in the manner and formats as developed under 2.2.1 of the scope of work. The physical verification for the FY 2017-18 shall be performed at the end of year and for FY 2018-19, this will be on half-year basis.

2.2.3 The firm shall update the SLD and fixed assets registers so prepared under module-I on yearly basis for the next two years i.e FAR upto 31<sup>st</sup> March 2018 and FAR upto 31<sup>st</sup> march 2019, based on the relevant fixed assets physical verification reports as mentioned in clause 2.2.2 above. The successful bidder shall also reconcile the updated FAR with the books of accounts of JVVNL.

2.2.4 Provide hand-holding support to officers of the JVVNL in familiarizing with the procedure to update the Fixed Asset Register using the format so developed. The successful bidder shall ensure the complete knowledge-transfer necessary for updation of FAR by discom employees in subsequent years post completion of this assignment.

2.2.5 The successful bidder shall simultaneously undertake the work for physical verification of assets, preparation of SLD and duly reconciled FAR as on 31<sup>st</sup> Mar 2017 (under Module – I) and FAR as on 31<sup>st</sup> March 2018 (under Module – II) so that they shall be available by 30<sup>th</sup> June 2018.

2.2.6 Module-II may be extended to further to prepare FAR for next three years, one year at a time, on satisfactory performance of the bidder. The extension shall be discretion of JVVNL on same terms as conditions that are mentioned in the original base contract agreement.

### **2.3 Details of work to be performed under both modules**

#### **A) Physical Verification of Assets:**

2.3.1 The details of assets and the manner in which physical verification work to be performed by the successful bidder under both the above mentioned modules is as follows:-

- The fixed assets include all Grid Sub- Stations assets, 33KV line network, 11KV line network, LT line network, HT or LT poles, all classes of installed transformers, feeder/DT metering equipment installed on electricity distribution network and any other class of distribution asset installed at electricity distribution network of the J.V.V.N.L.
- Distribution assets will cover all the assets relating to distribution of power such as Power & distribution transformers, distribution lines including underground lines & cables, conductor, insulator, PCC poles, cross arms, lattice tower, assets related to the consumer connections, Metering Equipment etc.
- Consumer metering related details shall be provided by the JVVNL, no physical verification shall be carried out for such asset class.
- For LT level network, assets such as service line and assets related to the consumer connections except consumer metering shall be assessed on lump-sum basis.
- The civil structures shall include all O&M and Non O&M offices' buildings, auxiliary and ancillary buildings including residential colonies, etc.
- Extent of all land, land appurtenant to J.V.V.N.L.'s offices and colonies should be identified and the details of area in acreage/ hectares/ square meters etc. as the case may be, and the reference of land records, etc. must be given.
- All movable vehicles include car, trucks, jeeps, dumpers and excavators, etc. to be sub-categorized under heavy and light vehicles categories.
- All items relating to and forming part of Furniture & Fixtures and Office equipment shall be verified and listed under suitable heads
- All electronic items such as computers and peripherals, Typewriters/ Photocopiers, slide projectors, cameras, fax machine, EPBAX systems etc. should be listed under suitable heads.
- Physical verification of the Fixed Assets has to be carried out in such a manner that it shall include details of all the asset available with the JVVNL. For this purpose any asset class, which is not specified in the above-mentioned assets is deemed to be included in the scope of work.
- Physical verification report in respect of each unit/office under a circle is to be confirmed with counter signature by the competent authority of the respective units/office at the location and acceptance by the SE (O&M) of the circle.

2.3.2 The successful bidder has to prepare single line diagram of the electrical distribution network as per follows:

- SLD shall be digital, i.e., in the soft form and can be editable.

- SLD shall be scaled properly and shall indicate length, material and size of the HT, LT and spur line in kM, location of Sub-stations, Power Transformers with its ratings, Distribution transformer with its ratings
- SLD may be drawn on AUTOCAD or Google Earth or similar such platform. Prior approval of JVVNL is required while deciding the platform by the successful bidder.

2.3.3 The successful bidder has to develop a suitable coding scheme to generate fixed asset identification number containing essential assets attributes of the fixed assets so physically verified. The successful bidder shall also prepare the single line diagrams of these fixed assets.

2.3.4 The successful bidder will present the physical verification reports as per the template provided in Annexure-I attached to the RFP, or they can use the other advanced template that could serve the purpose of this assignment. The physical verification shall be in the manner that it is to the level of satisfaction of the J.V.V.N.L's management.

2.3.5 The physical verification of assets under Module-II shall be based on the information regarding creation of new assets, withdrawal of any existing asset, shifting of existing assets etc. The successful bidder shall collect this information through field/sub-division visit and shall physically verify and update the same in the record.

2.3.6 The successful bidder shall submit the half-yearly physical verification reports as per module-II, to the J.V.V.N.L's management, along with the details of assets created during the half-year and assets withdrawn during the half-year, for their consideration and acceptance. The successful bidder shall have to reconcile the updated FAR with the books of accounts.

#### **Preparation of Fixed Asset Register (FAR)**

2.3.7 The successful bidder is required to carry out the following tasks related to preparation of fixed assets register: -

- The Fixed Assets Registers of J.V.V.N.L. shall be prepared for all assets with cut – off date of 31<sup>st</sup> mar 2017. The FAR shall be duly certified by the firm as well as concerned Circle S.E. and Circle Sr. A.O. /A.O. The successful bidder shall have to reconcile the FAR with the books of accounts.
- The above prepared fixed assets registers shall also be updated and reconciled with books of accounts for the next two financial years i.e. upto FY 2018-19 based on the relevant fixed assets physical verification reports.
- Fixed Assets Record shall be compiled conforming to the requirements of all relevant Acts/Regulations and shall provide complete particulars of the assets giving details with regard to costs with segregation of major cost components, description of assets, quantities, location, sub-division, month & particular of acquisition/ put to use, depreciation and other critical information in relation to conduct and management. Care should be exercised to establish that the record compiled shall be satisfactory in context to the prevailing accounting standard. Assets Registers will be prepared Circle wise as well as J.V.V.N.L. as a whole.
- For LT level network, lump-sum details of the service line and associated consumer connection related accessories/equipment except consumer meter may be entered into the FAR along with its costing

- For all other assets, except as stated in preceding bullet – point, year-wise categorization of the assets shall be maintained with details including asset code, description, quantity and location, based on the physical verification reports as done above and also with the help of available records.
- Year-wise categorization of assets into applicable assets classes, the major asset categories will include Land & Land Rights, Buildings, Other Civil Work, Sub-Station, Transformers with civil constructions, Other Plant and Machinery, Line & Cable Network, assets related to the consumer connections, Metering Equipment, Vehicles, Furniture & Fixtures, Office Equipment etc. These asset categories should be clearly depicted the Direct Cost, Capitalized Expenditure and Accumulated Depreciation on individual asset basis. Wherever such details/ information are not available with reference to the financial records of the year, the capitalization value will need to be assigned/apportioned based on best available resources.
- The valuation of the land shall be done as per the record available with the discom or as suggested by the discom's management.
- Assets sold and leased back though physically exists as part of J.V.V.N.L's net of assets but are out of books of the company. Such asset are to be shown distinctly in the fixed asset register with 'nil' value.
- Assets sold on lease to lesser earlier and returned back to J.V.V.N.L. after expiry of lease period at its residual value, may be shown distinctly as no further depreciation is to be charged on such assets.
- Depreciation shall be computed keeping in view the statutory provisions and shall conform to managements policy prescribed in this regard.
- The Voltage wise segregation of fixed assets i.e. classification of fixed assets between the 33KV supply network, 11KV supply network and LT supply network and depreciation thereon as required by Rajasthan Electricity Regulatory Commission (R.E.R.C.) in the tariff petition, shall also be incorporated in the fixed assets register.
- The fixed asset register will be prepared in a computer based format for which the soft and hard copy will be provided to the J.V.V.N.L.
- The fixed asset register shall conforms to the requirement of Rajasthan Electricity Regulatory Commission (R.E.R.C.). The successful bidder shall advise the JVVNL on the matter of keeping the FAR compliant with the requirement of RERC and shall make necessary changes in the methodology, formats, data type, data category etc. after the approval of JVVNL.

2.3.8 Fixed Assets Registers so prepared shall be reconciled with the financial records such as General Ledger and Balance Sheet. All constraints and limitations shall be exhaustively explained so that management is able to establish satisfactory improvements and controls going forward on sustained basis. The successful bidder shall also suggest the accounting treatment of the difference, if any, between the book value of the assets and the value as per Asset Register and shall be given along with the report as instructed in sample template provided in Annexure-II attached to the RFP. The accounting treatment should be as per the requirement of accounting standards issued by ICAI or other valid accounting principle recognized in India.

2.3.9 The Successful bidder shall also update and reconcile the FAR on regular basis as specified under Module-II of the scope of work and suggest the procedure to be followed by the J.V.V.N.L. for preparation/ updation of Fixed Assets Register and Physical Verification Report

of fixed assets after the completion of the said contract. Detailed Methodology including data collection formats etc. in this regard shall be designed by the successful bidder in this regard.

2.3.10 For the purpose of monitoring and assessing the progress of the entire project adhering to the given timeline for its completion, the Chief Accounts Officer (FM-W&M), J.V.V.N.L., Jaipur will be appointed as Project incharge by the J.V.V.N.L. Further, in order to provide required assistance to the successful bidder for completion of the project as committed under this RFP at field level, the concerned Circle Superintending Engineer shall be appointed as circle nodal officers by the J.V.V.N.L. in timely manner.

### **3. Allocation of Responsibilities for successful execution of work:**

#### **3.1 Responsibilities of Discom:**

3.1.1 To form a committee for approval of methodology suggested by the successful bidder for:

- determination of historical cost of assets
- reconciliation or write-off of the value of asset to match the value with books of accounts

3.1.2 To verify the Physical Verification Report and Fixed Asset Register, on sample basis, to validate and conform the quantity of asset in the report with the actual quantity in the field.

3.1.3 To appoint SE (O&M) of each circle as nodal officer of their circle. The SE (O&M) shall nominate and depute JEN/AEN for physical verification of the fixed assets along with the firm's representatives on the request of the firm within 7 days.

3.1.4 SE (O&M) shall nominate and depute Account officer/Senior Account Officer at Circle level for supervising the work of reconciliation of asset book value with that of the FAR.

3.1.5 To approve the coding scheme for the assets

3.1.6 To provide the assets details of Discom Area under Distribution Franchisee

#### **3.2 Responsibilities of successful bidder:**

3.2.1 To physically verify the fixed assets

3.2.2 To prepare SLD of electrical distribution network in the manner as specified in this bidding document

3.2.3 To suggest methodology for determination of historical cost of assets

3.2.4 To suggest methodology for reconciliation/ write-off of the assets

3.2.5 To prepare formats for updation of FAR and to update the FAR on half-yearly and annual basis. The successful bidder shall have to reconcile the updated FAR with the books of accounts.

3.2.6 To develop coding scheme for the fixed assets

3.2.7 To hold meeting at regular intervals with the management of J.V.V.N.L. The Meeting shall be attended by Financial Expert and Technical Expert as proposed by the bidder during bid submission.

3.2.8 To deliver the reports/methodology/scheme etc. in timely manner, as time is the essence of the contract

3.2.9 To provide training/support to field officers to update the formats required for updation of FAR in successive years of the contract

3.2.10 To compile the fixed assets register, compliant with the RERC requirements, having complete details of fixed assets categories, historical cost, depreciation and other related information

#### **4. DELIVERABLE:**

The deliverable shall be classified as following:

##### **A. Methodologies:**

- Methodology for determination of historical cost of the fixed assets
- Methodology for reconciliation or write-off of the value of asset to match the value with books of accounts
- Scheme for coding of fixed assets
- Methodology and formats for updation of fixed asset register

##### **B. Draft reports:**

- Physical verification report for each circle (O&M and non O&M units) and Discom as a whole
- Fixed Asset Register having details of historical cost and categorization for each circle (O&M and non O&M units) and Discom as a whole
- Half-yearly/Annually updated FAR (O&M and non O&M units)
- Digital Single Line Diagram

##### **C. Final reports**

- Physical verification report for each circle (O&M and non O&M units) and Discom as a whole
- Fixed Asset Register having details of historical cost and categorization for each circle (O&M and non O&M units) and Discom as a whole
- Half-yearly/Annually updated FAR (O&M and non O&M units)
- Digital Single Line Diagram

4.1 The successful bidder shall submit a accounting unit wise fixed assets register (including both O&M and Non-O&M units) and a accounting unit wise draft assets physical verification report to J.V.V.N.L. incorporating inter alia the discrepancies observed during the process of physical verification of fixed assets and its related reconciliation with the financial records, impairment of assets, if any on the balance sheet date as per sample template provided in Annexure-II attached to the RFP with necessary details of rectification entries to be passed by the accounting unit has to be made out separately. The physical verification report shall also include under each category the following:

- (i) List of assets which have been capitalized against replacement of existing assets such as replacement of computer peripherals, etc.
- (ii) List of details of all such fixed assets which have been impaired or which are not in usable condition and needs to be written off together with their Asset ID, Description, Book Value, Accumulated Depreciation & WDV as on the reporting date.
- (iii) Suitable adjustments/accounting of the excess and shortages giving full details as to the locations is to be provided.
- (iv) A detail list of movement of assets including assets during the period of physical verification is to be prepared. This list shall form a part of the report.
- (v) Single line diagram of electrical distribution network

4.2 The successful bidder has to develop a suitable coding scheme to generate fixed asset identification number containing essential assets attributes of the fixed assets so physically

verified. The successful bidder shall also prepare the single line diagrams of these fixed assets in the manner .

4.3 The successful bidder will present the physical verification reports as per the Annexure-I attached to the RFP, to the J.V.V.N.L's management for their consideration and acceptance.

4.4 After presenting the physical verification reports considering the cut-off date i.e. 31<sup>st</sup> March, 2017, the successful bidder will continuously perform the half – yearly physical verification of those fixed assets which are created/ modified / shifted from one location to another after the immediately preceding physical verification date, for the next two financial years ending as on 31<sup>st</sup> March, 2019.

4.5 The said physical verification shall be based on the information regarding creation of new assets, withdrawal of any existing asset, shifting of existing assets etc., as physically verified by the .firm's representative.

4.6 The successful bidder shall submit the half – yearly physical verification reports as per Module-II, to the J.V.V.N.L's management, along with the details of assets created during the half – year and assets withdrawn during the half – year, for their consideration and acceptance.

4.7 A discussion on these draft reports will be held by J.V.V.N.L. with the successful bidder for obtaining management observations/ comments on all observations highlighted in the draft reports.

4.8 After obtaining management comments/ observations, the successful bidder will submit the accounting unit wise Physical Verification Report as on the cut-off date and the Year-wise, accounting unit wise Fixed Assets Register. The consolidation of physical verification report and year-wise fixed assets register for J.V.V.N.L. as a whole will also be provided by the successful bidder after obtaining approval of reports pertaining to all accounting units by the J.V.V.N.L. management.

4.9 Physical verification report and Templates as per Annexure-I of the RFP in respect of each unit/office is to be confirmed with counter signature and acceptance by the competent authority of the respective units/office at the location.

4.10 J.V.V.N.L. shall also require the successful bidder's suggestions for writing off any insignificant value of any fixed asset. The Successful bidder shall also suggest the procedure to be followed by the J.V.V.N.L. for preparation/ updation of Fixed Assets Register and Physical Verification Report of fixed assets after the completion of the said contract. Detailed Methodology including data collection formats etc. in this regard shall be designed by the successful bidder in this regard.

4.11 The successful bidder is required to submit the deliverables in soft copy as well as 3 (three) hard copies of each.

## **5. Location-wise Scope of Work:**

The physical verification of assets is to be carried out at each of the following locations/ offices of J.V.V.N.L.:

(A) All the 13 (Thirteen) O&M Circle offices i.e. Jaipur City Circle, Jaipur District Circle, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, Sawaimadhopur, Tonk and Karauli including all their sub-ordinate offices/ offices fall under their jurisdiction.

Based on the geographical area of the Circles, they are categorized as follows:

**Category – A:** JCC, Dausa, Dholpur, Karauli, Tonk

**Category – B:** Kota, Jhalawar, Bundi, Sawai Madhopur, Baran

**Category – C:** JPDC, Alwar, Bharatpur

(B) All the Seven (7) Non-O&M offices i.e. Head Office, AO (Cash), AO (Budget), CPC, AO (TW), MM and CE Jaipur Zone office **including all their sub-ordinate offices/ offices fall under their jurisdiction.**

*Note: In the event of circle being reorganized, divided, merged or altered in any other possible way, the successful bidder shall not be allowed to claim any additional payment whatsoever in lieu of that. For the purpose of execution of this work, the circles having identified boundaries of jurisdiction as on date of publishing of this RfP shall be considered for completion of milestones and payment thereof.*

*In case scope of work is reduced on increased due to deletion or addition of any new sub-division (reorganization of existing sub-division shall be excluded) then the contract value shall be adjusted on pro – rata basis of number of sub – divisions covered in the actual scope of work at the time of signing of the contract.*

## 6. Timelines for deliverable:

### 6.1 Timeline for Module -I

S. No.	Particular	Timeline
1.	Effective start date of the contract	Date of acceptance of LOA (Zero date for the assignment)
2.	Submission of Asset Coding Scheme for Approval of JVVNL	Within 15 days
3.	Submission of methodology for determination of historical cost of the asset along with the accounting treatment for depreciation	Within 15 days
4.	Development of formats for updation of FAR on Half - yearly basis ( <i>To start Module –II of assignment</i> )	Within 15 days
5.	Providing comments/Approval for <ul style="list-style-type: none"> <li>• Asset Coding Scheme</li> <li>• Methodology for determination of</li> </ul>	Within 1 month

	historical cost of the asset along with the accounting treatment for depreciation and <ul style="list-style-type: none"> <li>• Formats for updation of FAR on half – yearly basis</li> </ul>	
6.	Submission of draft report on physical verification of assets for A-category Circles (O&M and Non – O&M units) along with SLD	Within 2.5 months
7.	Providing comments/Approval of draft report by JVVNL	Within 3.0 months
8.	Submission of draft FAR for A- Category circles (O&M and Non – O&M units) along with the historical cost of assets and depreciation register	Within 3.5 months
9.	Submission of methodology for reconciliation/ write-off the value of asset to match it with the books of accounts	Within 3.5 months
10.	Providing comments/Approval of draft report for FAR and methodology for reconciliation/ write-off the value of asset to match it with the books of accounts by JVVNL	Within 4.0 months
11.	Submission of draft report on physical verification of assets for B-category Circles (O&M and Non – O&M units) along with SLD	Within 5.5 months
12.	Submission of draft FAR for B- Category circles (O&M and Non – O&M units) along with the historical cost of assets and depreciation register	Within 5.5 months
13.	Providing comments/Approval of draft report for FAR and methodology for reconciliation/ write-off the value of asset to match it with the books of accounts by JVVNL	Within 6.0 months
14.	Submission of draft report on physical verification of assets for C-category Circles (O&M and Non – O&M units) along with SLD	Within 8.5 months
15.	Submission of draft FAR for C- Category circles (O&M and Non – O&M units) along with the historical cost of assets and depreciation register	Within 8.5 months
16.	Submission of draft FAR for Head office, AO (Cash), AO (Budget), CPC, AO (TW), MM and CE Jaipur Zone office.	Within 8.5 months
17.	Submission of draft report on physical verification of assets for Discom as a whole	Within 8.5 months
18.	Submission of draft FAR for Discom as a whole along with the historical cost of assets and depreciation register	Within 8.5 months
19.	Providing comments/Approval of draft report for FAR and methodology for reconciliation/ write-off the value of asset to match it with the books of	Within 9.0 months

	accounts by JVVNL	
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a. The successful bidder shall submit the final report within 15 days of receiving comments from the JVVNL. LD shall be levied after due date of submission of final report.

b. It is envisaged that FAR as on 31<sup>st</sup> March 2017 shall be prepared by the successful bidder and approved by Discom by 30<sup>th</sup> June 2018

**Note: JVVNL shall reserve the discretionary right to change sequence of execution of the work for a circle or group of circles. However, the payment linked for a circle under the particular category shall remain same.**

## 6.2 Timeline for Module –II

S. No.	Particular	Timeline
1.	Effective start date of the contract	Approval of formats for updation of FAR on half – yearly basis for JVVNL (Zero date for the assignment)
2.	Submission of updated SLD, physical verification report, updated and reconciled FAR for FY 2017-18 i.e. as on 31 <sup>st</sup> March 2018	By 30 <sup>th</sup> June 2018
3.	Providing Comments/ Approval of updated SLD, physical verification report, updated and reconciled FAR for FY 2017-18 i.e. as on 31 <sup>st</sup> March 2018	By 15 <sup>th</sup> July 2018
4.	Submission of half – yearly physical verification report, updated and reconciled FAR for FY 2018-19	By 31 <sup>st</sup> October 2019
5.	Providing Comments/ Approval of half – yearly physical verification report, updated and reconciled FAR for FY 2018-19	By 15 <sup>th</sup> November 2019
6.	Submission of updated SLD, physical verification report, updated and reconciled FAR as on 31 <sup>st</sup> March 2019	By 30 <sup>th</sup> April 2019
7.	Providing Comments/ Approval of updated SLD, physical verification report, updated and reconciled FAR as on 31 <sup>st</sup> March 2019	By 15 <sup>th</sup> May 2019

a. The successful bidder shall submit the final report within 15 days of receiving comments from the JVVNL. LD shall be levied after due date of submission of final report.

b. ***The successful bidder shall simultaneously undertake the work for physical verification of assets, preparation of SLD and duly reconciled FAR as on 31<sup>st</sup> Mar 2017 (under Module – I) and FAR as on 31<sup>st</sup> March 2018 (under Module – II) so that they shall be available by 30<sup>th</sup> June 2018.***

## SECTION IV BID EVALUATION METHODOLOGY

1.1 Only those bidders which satisfy all the conditions for qualification of bidders as per Eligibility Criteria shall be considered for financial evaluation.

1.2 The selection shall be as per **L 1 basis**.

1.3 The Selection Committee will thoroughly evaluate the firm details, project experience and CVs of the proposed consultants and may require to produce original documents for verification to validate the claims on Project Experience as a firm, Education Qualifications, Personal Experience and Certifications to establish the quality and competency of the firm

1.4 After evaluating the Technical Bids, JVVNL shall notify the technically qualified bidders, the date, time and place for opening of the Financial Bids.

1.5 Financial Evaluation:

- The technical qualified bidder with lowest financial quotes shall be ranked as L – 1 bidder
- The technical qualified bidder with second lowest financial quotes shall be ranked as L – 2 bidder and so on for other qualified bidders
- The tendering authority/ selection committee, in observance of best practices, shall: -
  - Maintain the bid evaluation process strictly confidential as per the details below.
  - Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
  - Strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
- The competent Committee shall prepare a comparative statement in tabular form and its report on the evaluation of financial bids with its recommendations shall be forwarded to the tendering authority for sanction of the best offer.
- It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods or service required to be procured.
- The bidders may note that J.V.V.N.L. is not bound to accept the lowest financial offer.
- If the bidder quotes zero or null value against any of the item(s) in column “3” of the financial offer i.e. “BOQ”, the same offer shall be rejected. In this case, bid of even technically qualified bidder shall not be considered valid.

## SECTION V

### General conditions of Contract (GCC)

1. Contract Documents	1.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
2. Corrupt Practices	<p>1.2 The J.V.V.N.L. requires bidders, suppliers, and Contractors to observe the</p> <p>(a) The following definitions apply:  "corrupt practice" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;  "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;  "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the J.V.V.N.L., designed to influence the action of any party in a procurement process or the execution of a contract;  "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(b) The J.V.V.N.L. will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.</p>
3. Interpretation	<p>1.3 In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract. The headings shall not limit, alter or affect the meaning of this Contract;</p> <p>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word imparting a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(i) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.</p>

	<p>1.4 Entire Agreement The Contract constitutes the entire agreement between the J.V.V.N.L. and the successful bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>1.5 Amendment No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>1.6 Non-waiver (a) Subject to GCC Clauses 31 and 33 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>1.7 Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract</p>
4. Language	1.8 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Successful bidder and the J.V.V.N.L., shall be written in English. Supporting documents and printed literature that are part of the Contract may however be provided in English/ Hindi language.
5. Joint venture, Consortium or Association	1.9 The bidder shall be a legal identity and consortium or association is allowed. Forming of any Joint venture by the successful bidder after allotment of work is also not allowed
6. Eligibility to bid	1.10 Firms fulfilling the eligibility criteria as may be fixed by the JVVNL are eligible to bid.
7. Location	1.11 The Services shall be performed at area / location to be defined, by, J.V.V.N.L., or at such location required by J.V.V.N.L. within the state of Rajasthan.
8. Effectiveness of Contract	1.12 This Contract shall come into force and effect on the date (the "Effective Date") of J.V.V.N.L.' s notification of award of contract to the Successful bidder confirming that this Contract has been approved by J.V.V.N.L.
9. Authorized representative	1.13 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed: (a) on behalf of J.V.V.N.L. by its designated representative;

	(b) on behalf of the Successful bidder by or his designated representative.
10. Relation between the parties	<p>1.14 Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the J.V.V.N.L. and the Successful bidder.</p> <p>1.15 The Successful bidder, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
11. Notices	<p>1.16 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.</p> <p>1.17 Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post or E-mail address as specified in SSC to such Party.</p>
12. Governing Law	1.21 The Contract shall be governed by and interpreted in accordance with the laws of the India. The Courts in Jaipur shall have exclusive jurisdiction with respect of the tendering process, award of Contract and execution of the Contract.
13. Settlement of disputes	<p>1.22 The J.V.V.N.L. and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such dispute and difference, either party may require that the dispute referred to the corporate level settlement committee constituted by J.V.V.N.L. and the mutual settlement so arrived at shall be final and binding on both the parties.</p> <p>The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed.</p>
14. Scope of Work	<p>1.23 The services to be rendered by Successful bidder shall be as per scope of work (Given in the Section IV- Scope of Work).</p> <p>1.24 At the time of awarding the contract, the J.V.V.N.L. shall specify any change in the Scope of Work. Such changes may be due to increase or decrease in the scope of work at the time of award.</p> <p>1.25 Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of Related Services as if such items were expressly mentioned in the Contract.</p>
15. Commencement of services	1.26 The Successful bidder shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the "Starting Date"), or on such date as the Parties may agree in writing.
16. Delivery	1.27 The Delivery of services and Completion of the Related Services shall be in accordance with the Section IV, Scope of Work and

	<p>acceptance of the services rendered by the J.V.V.N.L.</p> <p>1.28 The Successful bidder, in relation to its deliverables, shall provide any supporting data or information required by the J.V.V.N.L.</p>
17. Successful bidder's Responsibilities	1.29 The Successful bidder shall provide the services mentioned in the Scope of Work and the Delivery and Completion Schedule, as per Section IV- General Scope of Work and relevant SCC clauses.
18. J.V.V.N.L.'s Responsibilities	<p>1.30 For successful completion of the assignment, as and when required by the Successful bidder, the J.V.V.N.L. shall provide data and support based on availability of the same and without prejudice. In the event that the appropriate utility is unable to provide the required data or support for a requirement which the Successful bidder cannot be reasonably expected to procure on its own or from alternate sources.</p> <p>1.31 The Successful bidder shall bear all costs involved in the performance of its responsibilities, in accordance with GCC Clause 17.</p> <p>1.32 The C.A.O. (FM-W&amp;M) or equivalent and above authority of J.V.V.N.L. shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Successful bidder.</p> <p>1.33 J.V.V.N.L. may provide on Successful bidder's request, particulars/ information / or documentation that may be required by the Successful bidder for proper planning and execution of Scope of Work under this contract.</p> <p>1.34 J.V.V.N.L. shall provide to the Successful bidder sitting space and infrastructure and utilities, in the J.V.V.N.L.'s offices at such location as may be mutually decided by the Parties.</p>
19. Contract Price	1.35 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
20. Terms of Payment	<p>1.36 The Contract Price shall be paid in the manner specified in the SCC. No invoice for extra work/change order on account of change order will be submitted by the Successful bidder unless the said extra work /change order has been authorized/approved by the J.V.V.N.L. in writing.</p> <p>1.37 The Successful bidder 's request for payment shall be made to the J.V.V.N.L. in writing, accompanied by invoices describing, as appropriate, Services provided, accompanied by the documents submitted pursuant to GCC Clause 16. The Successful bidder shall submit the bills in triplicate to the office of the C.A.O. (FM-W&amp;M), J.V.V.N.L., Jaipur.</p> <p>1.38 Payments shall be made promptly by the J.V.V.N.L., after submission of an invoice along with supporting documents or request for payment by the Successful bidder, and the J.V.V.N.L. has accepted it. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.</p> <p>1.39 The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Scope of work.</p> <p>1.40 If any excess payment has been made by the J.V.V.N.L. due to difference in quoted price in proposal and Successful bidder's invoice, the J.V.V.N.L. may without prejudice to its rights recover such amounts by</p>

	<p>other means after notifying the Successful bidder or deduct such excess payment from any payment subsequently falling due to the Successful bidder.</p>
21. Performance Security	<p>1.41 The Successful bidder shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.</p> <p>1.42 The J.V.V.N.L. shall at its sole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Successful bidder commits any delay or default in Services rendered or commits any breach of the terms and conditions of the Contract.</p> <p>1.43 The Performance Security shall be discharged by the J.V.V.N.L. and returned to the Successful bidder not later than 6 months following the date of completion of the Successful bidder's performance obligations under the Contract.</p>
22. Intellectual Property	<p>1.44 J.V.V.N.L. shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Successful bidder solely during the performance of Related Services and for the purposes of inter-alia use or sublicense of such Services under this Contract. The Successful bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to the J.V.V.N.L. and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the J.V.V.N.L. To the extent that Intellectual Property Rights are unable by law to so vest, the Successful bidder assigns those Intellectual Property Rights to J.V.V.N.L. on creation.</p> <p>1.45 The Successful bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied /installed by the Successful bidder (if any), as part of the service obligations under the present contract, shall be acquired in the name of the J.V.V.N.L., and the same may be assigned by the J.V.V.N.L. to the Successful bidder solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the J.V.V.N.L.</p> <p>1.46 The Successful bidder shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Successful bidder shall keep the J.V.V.N.L. indemnified</p>

	<p>against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Successful bidder or its personnel during the course of performance of the Related Services. In case of any infringement by the Successful bidder, the Successful bidder shall have sole control of the defense and all related settlement negotiations.</p> <p>1.47 Subject to sub-clauses 1.48 to 1.52, the Successful bidder shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Successful bidder that existed before the effective date of the contract.</p>
23. Confidential Information	<p>1.48 The Successful bidder and the personnel of any of them shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the owner.</p> <p>1.49 The J.V.V.N.L. shall not use such documents, data, and other information received from the Successful bidder for any purposes unrelated to the Contract. Similarly, the Successful bidder shall not use such documents, data, and other information received from the J.V.V.N.L. for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p> <p>1.50 The Successful bidder shall not use such documents, data, and other information received from the J.V.V.N.L. for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p> <p>1.51 The above provisions of GCC Clause 23 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>1.52 The provisions of GCC Clause 23 shall survive completion or termination, for whatever reason, of the Contract.</p>
24. Subcontracting	1.53 The Successful bidder shall not be permitted to sub-contract any part of its obligations under the Contract with J.V.V.N.L.
25. Service Quality	1.54 The J.V.V.N.L. may reject any Service rendered or any part thereof that fail to conform to the specifications. The Successful bidder shall take measures necessary to meet the specifications at no cost to the J.V.V.N.L.
26. Liquidated Damages and Penalty	1.55 Except as provided under GCC Clause 31, if the Successful bidder fails to perform any or all of the Services within the period specified in the Contract, the J.V.V.N.L. may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1.0 % of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual performance, subject to a maximum of 5% of value of such

	<p>services.</p> <p>LD is applicable at each intermediate stages of delivery of services. However, in the event of completion of whole project (each module shall be considered separately to consider completion of project) on stipulated time as specified under this bidding document, then LD levied during the intermediate stages shall be adjusted along with the final invoice.</p>
<p>27. Liability / Indemnity</p>	<p>1.56 The Successful bidder hereby agrees to indemnify the J.V.V.N.L., for all conditions and situations mentioned in this clause, in a form and manner acceptable to the J.V.V.N.L. The Successful bidder agrees to indemnify the J.V.V.N.L. and its officers, servants, agents (" J.V.V.N.L. Indemnified Persons") from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> <p>(a) any negligence or wrongful act or omission by the Successful bidder or its agents or employees or any third party associated with Successful bidder in connection with or incidental to this Contract; or</p> <p>(B) any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Services or any part thereof.</p> <p>1.57 The Successful bidder shall also indemnify the J.V.V.N.L. against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits</p> <p>1.58 Without limiting the generality of the provisions of this article 1.58, the Successful bidder shall fully indemnify, hold harmless and defend the J.V.V.N.L. Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the J.V.V.N.L. Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Services, information, design or process supplied or used by the Successful bidder in performing the Successful bidder's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Successful bidder shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Successful bidder shall promptly make every reasonable effort to secure for the J.V.V.N.L. a license, at no cost to the J.V.V.N.L., authorizing continued use of the infringing work. If the Successful bidder</p>

	is unable to secure such license within a reasonable time, the Successful bidder shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing. The provisions of this Clause 27 shall survive Termination of contract.
28. Limitation of Liability	1.59 Except in cases of gross negligence or willful misconduct (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Successful bidder to pay liquidated damages to the J.V.V.N.L.; and (b) the aggregate liability of the Successful bidder to the J.V.V.N.L., whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Successful bidder to indemnify the J.V.V.N.L. with respect to patent infringement.
29. Force Majeure	1.60 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. 1.61 Force Majeure shall not include: (a) Any event which is caused by the negligence or intentional action of a Party or such Party's employees, nor (b) Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder. 1.62 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. 1.63 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay. 1.64 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give

	<p>notice of the restoration of normal conditions as soon as possible.</p> <p>1.65 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>1.66 The decision of the J.V.V.N.L. with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Successful bidder.</p> <p>1.67 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>1.68 Not later than thirty (30) days after the Successful bidder, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.</p>
30. Change Orders and Contract Amendments	<p>1.69 The J.V.V.N.L. may at any time order the Successful bidder through Notice in accordance GCC Clause 11, to make changes within the terms and conditions of this Contract, including any modification of the scope of the Services.</p> <p>1.70 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Successful bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Successful bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Successful bidder's receipt of the J.V.V.N.L.'s Change Order.</p> <p>1.71 No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.</p>
31. Extension of Time	<p>1.72 If at any time during performance of the Contract, the Successful bidder should encounter conditions impeding timely completion of Services pursuant to GENERAL SCOPE OF WORK Section-IV, the Successful bidder shall promptly notify the J.V.V.N.L. in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful bidder's notice, the J.V.V.N.L. shall evaluate the situation and may at its discretion extend the Successful bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>1.73 Except in case of Force Majeure, as provided under GCC Clause 29 or where the delay in delivery of the Goods or completion of Services is caused due to any delay or default of the J.V.V.N.L., any extension granted under clause 31 shall not absolve the Successful bidder from its liability to the pay of liquidated damages pursuant to GCC Clause 26.</p>
32. Suspension	<p>1.74 J.V.V.N.L. may by written notice of suspension to the Successful bidder, suspend all payments to the Successful bidder hereunder if the Successful bidder fail to perform any of their obligations under this</p>

	Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Successful bidder to remedy such failure within a period not exceeding Seven (7) days after receipt by the Successful bidder of such notice of suspension and shall invoke contract performance guarantee.
33. Termination	<p><b>1.75 Termination for Default</b></p> <p>(a) The J.V.V.N.L. may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Successful bidder terminate the Contract in whole or in part:</p> <p>(i) if the Successful bidder fails to provide acceptable quality of Services within the period specified in the Contract, or within any extension thereof granted by the J.V.V.N.L. pursuant to GCC Clause 31; or</p> <p>(ii) if the Successful bidder, in the judgment of the J.V.V.N.L. has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2, in competing for or in executing the Contract; or</p> <p>(iii) Any representation made by the bidder in the proposal is found to be false or misleading if the Successful bidder commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the J.V.V.N.L. in its absolute discretion decide) provided in a notice in this behalf from the J.V.V.N.L.. If the Successful bidder fail to comply with any final decision reached as a result of arbitration proceedings. If, as the result of Force Majeure, the Successful bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(b) In the event J.V.V.N.L. terminates the Contract in whole or in part, pursuant to GCC Clause 33, the Utility may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or not performed, and the Successful bidder shall be liable to the J.V.V.N.L. for any additional costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.</p> <p><b>1.76 Termination for Insolvency</b></p> <p>The J.V.V.N.L. may at any time terminate the Contract by giving Notice to the Successful bidder if the Successful bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the J.V.V.N.L.</p> <p><b>1.77 Termination for Convenience</b></p> <p>The J.V.V.N.L., by Notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the J.V.V.N.L.'s convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p>

	<p><b>1.78 Consequences of Termination</b></p> <p>In the event of failure of the agency to fulfill its obligations, duties and responsibilities as per the agreement terms, J.V.V.N.L. shall inter alia have the right, at any time to resort to termination arrangement. Under this plan, J.V.V.N.L. shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the performance security deposit the losses suffered due to such failure. If the performance security deposit is insufficient, the Agency shall pay the difference to J.V.V.N.L. failing which J.V.V.N.L. shall have the right to recover the sum through legal or other means.</p> <p>The J.V.V.N.L. shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other agency as it may deem fit and no claim of Agency for compensation in this respect shall be entertained. This provision shall be made in the agreement.</p>
34. Cessation of Rights and Obligations	1.79 Upon termination of this Contract pursuant to Clause 33 hereof, or upon expiration of this Contract pursuant to Clause 44 hereof, all rights and obligations of the Parties hereunder shall cease, except Such rights and obligations as may have accrued on the date of termination or expiration, The obligation of confidentiality set forth in Clause 23 hereof, Any right which a Party may have under the Applicable Law.
35. Cessation of services	1.80 Upon termination of this Contract by notice to pursuant to Clause 33 hereof, the Successful bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps, to bring the Services to a close in a prompt and orderly manner.
37. Payment upon Termination	1.81 Upon termination of this Contract pursuant to Clause 33 hereof, the Utility shall make the following payments to the Successful bidder : (a) Remuneration pursuant to Clause 1.77 of GCC for Services satisfactorily performed prior to the effective date of termination; (b) Reimbursable expenditures pursuant to Clause 1.77 of GCC for expenditures actually incurred prior to the effective date of termination.
36. Disclaimer	1.82 J.V.V.N.L. reserves the right to share, with any Successful bidder of its choosing, any resultant Proposals in order to secure expert opinion. 1.83 J.V.V.N.L. reserves the right to accept or reject any proposal deemed to be in the best interest of J.V.V.N.L.
37. Public Disclosure	1.84 All materials provided to the J.V.V.N.L. by bidder are subject to India and Rajasthan public disclosure laws such as RTI etc. 1.85 The Successful bidder / Successful bidder's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the J.V.V.N.L. first gives the Successful bidder its written consent.
38. Adherence of safety procedures, rules,	1.86 Successful bidder shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by J.V.V.N.L. shall be applicable in the performance of this

<p>regulations and restriction</p>	<p>Contract and Successful bidder’s Team shall abide by these laws.                      1.87 The Successful bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Successful bidder's Team shall adhere to all security requirement/regulations of the J.V.V.N.L. during the execution of the work. J.V.V.N.L.'s employee also shall comply with safety procedures/policy.                      1.88 The Successful bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.                      1.89 The J.V.V.N.L. will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 27.</p>
<p>39. Removal and / or Replacement of Personal</p>	<p>1.90 Except as the appropriate J.V.V.N.L. may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Successful bidders, it becomes necessary to replace any of the Personnel, the Successful bidder shall forthwith provide as a replacement a person of equivalent or better qualifications.                      (i) If J.V.V.N.L.:                      (a) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or                      (b) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Successful bidder shall, at the J.V.V.N.L.'s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the J.V.V.N.L.                      (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure the Successful bidder may wish to claim as a result of such replacement, shall be subject to the prior written approval by J.V.V.N.L. Except as J.V.V.N.L. may otherwise agree,                      1.91 The Successful bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.</p>
<p>40. Fairness and Good Faith</p>	<p>1.92 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.                      1.93 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to Settlement in accordance with Clause 13 hereof.</p>

41. Insurance	1.94 The Successful bidder shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.
42. Conflict of Interest	1.95 J.V.V.N.L. considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.
43. Standard of Performance	1.96 The Successful bidder shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Successful bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner.
44. Expiration of Contract	1.97 Unless terminated earlier pursuant to Clause 33 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

## SECTION VI

### Special Conditions of Contract (SCC)

	The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.	
SCC 1.1	The Purchaser's country is: India	
SCC 1.2	The Purchaser is Jaipur Vidyut Vitran Nigam Ltd.	
SCC 1.3	The web-site of J.V.V.N.L. is: <a href="http://www.jaipurdiscom.com">www.jaipurdiscom.com</a> Relevant information may be posted on the web-site. All details uploaded on the website from time to time shall be deemed to have been provided to all the bidders.	
SCC 1.4	For notices, the Purchaser's contact details shall be: Chief Accounts Officer (FM-W&M) Jaipur Vidyut Vitran Nigam Ltd., Vidyut Bhawan, Jyoti Nagar, Jaipur- 302005. Phone 0141-2740264 e-mail: <a href="mailto:caotr@jvvn.in">caotr@jvvn.in</a> / <a href="mailto:sraojvvn123@gmail.com">sraojvvn123@gmail.com</a>	
SCC 1.5	The governing law shall be: Laws applicable in exclusive jurisdiction of competent Court in Jaipur, Rajasthan.	
SCC 1.6	The Successful Bidder shall provide Performance Security of ten (10) percent of the total Contract Price. The amount of Performance Security shall be specified at the time of awarding the contract to the successful bidder. The Performance Securities will be deposited in form of cheque/ DD with the Accounts Officer (Cash), J.V.V.N.L., Jaipur or in the form of Bank Guarantee from a scheduled Bank on non-judicial stamp paper(s) of appropriate value as intimated by J.V.V.N.L. in the prescribed format addressed to the Chief Accounts Officer (FM-W&M), J.V.V.N.L., Jaipur for satisfactory completion of work within 15 days of receipt of the letter of award/Detailed work order. The deposit or the Bank Guarantee as the case may be is to remain valid for a period of 6 months from the date of completion of the work.	
SCC 1.7	In case of successful bidder the Earnest Money will be taken into account for arriving at the amount of the Performance Security Deposit if the Successful bidder desires to furnish Performance Security in form of cheque. However, if the Performance Security is furnished through bank guarantee (BG), the EMD will be released after acceptance of such BG.	
SCC 1.8	The bidders may please note that the prices are Firm. The prices quoted should be inclusive of Service tax and all other taxes. The milestone based payment terms i.e. payments as per milestones are defined below.	
SCC 1.9	(SCC 1.8 defined.)	
	<b>S.No.</b>	<b>Milestone</b>
		<b>Payment</b>

1	Milestones under Module-I	
1.1	Submission of draft physical verification report and draft fixed assets register covering all parameters and details as specified in the scope of work for <b>each A-Category circle (O&amp;M and Non-O&amp;M units)</b> .	1% of the total contract value for Module-I against each circle.  <i>[There are total 5 nos. of A-category circle therefore maximum of 5% of the total contract value for Module-I shall be released on achieving this milestone, subject to LD, if any ]</i>
1.2	Upon approval, by the JVVNL committee, of draft physical verification report and draft fixed assets register covering all parameters and details as specified in the scope of work for <b>each A-Category circle (O&amp;M and Non-O&amp;M units)</b> .	2 % of the total contract value for Module-I against each circle.  <i>[There are total 5 nos. of A-category circle therefore maximum of 10% of the total contract value for Module-I shall be released on achieving this milestone, subject to LD, if any ]</i>
1.3	Submission of draft physical verification report and draft fixed assets register covering all parameters and details as specified in the scope of work for <b>each B-Category circle (O&amp;M and Non-O&amp;M units)</b> .	2% of the total contract value for Module-I against each circle.  <i>[There are total 5 nos. of B-category circle therefore maximum of 10% of the total contract value for Module-I shall be released on achieving this milestone, subject to LD, if any ]</i>
1.4	Upon approval, by the JVVNL committee, of draft physical verification report and draft fixed assets register covering all parameters and details as specified in the scope of work for <b>each B-Category circle (O&amp;M and Non-O&amp;M units)</b> .	5 % of the total contract value for Module-I against each circle.  <i>[There are total 5 nos. of B-category circle therefore maximum of 25% of the total contract value for Module-I shall be released on achieving this milestone, subject to LD, if any ]</i>
1.5	Submission of draft physical verification report and draft fixed assets register covering all parameters and details as specified in the scope of work for <b>each C-Category circle (O&amp;M and Non-O&amp;M units)</b> .	3 % of the total contract value for Module-I against each circle.  <i>[There are total 3 nos. of C-category circle therefore maximum of 9% of the total contract value for Module-I shall be released on achieving this milestone, subject to LD, if any ]</i>

1.6	Upon approval, by the JVVNL committee, of draft physical verification report and draft fixed assets register covering all parameters and details as specified in the scope of work for <b>each C-Category circle (O&amp;M and Non-O&amp;M units)</b> .	6 % of the total contract value for Module-I against each circle.  <i>[There are total 3 nos. of C-category circle therefore maximum of 18% of the total contract value for Module-I shall be released on achieving this milestone, subject to LD, if any ]</i>
1.7	Upon approval, by the JVVNL committee, of draft physical verification report and draft fixed assets register covering all parameters and details as specified in the scope of work for <b>Head office, AO (Cash), AO (Budget), CPC, AO (TW), MM and CE Jaipur Zone office.</b>	3 % of the total contract value for Module-I.
1.8	Upon approval, by the JVVNL committee, of draft physical verification report and draft fixed assets register covering all parameters and details as specified in the scope of work for <b>JVVNL as a whole.</b>	20 % of the total contract value for Module-I.  <i>[Maximum of 20% of the total contract value for Module-I shall be released on achieving this milestone, subject to LD, if any ]</i>
2	<b>Milestones under Module-II</b>	
2.1	Upon approval of updated SLD, Physical verification report and duly reconciled FAR for FY 2017-18 i.e. as on 31 <sup>st</sup> March 2018 of J.V.V.N.L. as a whole.	40% equivalent value of the Module-II as per the contract, <i>subject to LD, if any.</i>
2.2	Submission of half yearly physical verification report for JVVNL for FY 2018-19 i.e. JVVNL as a whole for FY 2018-19	20% equivalent value of the Module-II as per the contract, <i>subject to LD, if any.</i>
2.3	Upon approval of updated SLD, Physical verification report and duly reconciled FAR for FY 2018-19 i.e. as on 31 <sup>st</sup> March 2019 of J.V.V.N.L. as a whole.	40% equivalent value of the Module-II as per the contract, <i>subject to LD, if any.</i>
<p>Note:</p> <p>I. The currencies for payments shall be in Indian Rupees (INR).</p> <p>II. Payment will be a made proportionately to the percentage defined for that particular milestone.</p> <p>III. Successful bidder can raise invoice after successful completion of the milestones.</p>		

	IV. In case scope of work is reduced on increased due to deletion or addition of any new sub-division (reorganization of existing sub-division shall be excluded) then the contract value shall be adjusted on pro – rata basis of number of sub – divisions covered in the actual scope of work at the time of signing of the contract.																								
SCC 1.10	<p><b>Fixed Assets Register preparation and Physical Verification Team:</b> The successful bidder shall form a team (the “Team”) for undertaking this assignment. The Team shall consist of experts who have the requisite qualifications and experience. Financial Expert shall be the leader of the Team. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise as required for the services to be rendered by the successful bidder shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary.</p> <p>Financial Expert-cum-Team Leader (the “Financial Expert”) – 01 No.</p> <table border="1"> <tr> <td>Educational Qualification</td> <td>Chartered Accountant</td> </tr> <tr> <td>Essential Experience</td> <td>10 (Ten) years’ experience in financial services. He should have worked in at least 1 (One) fixed assets management project in public sector utilities.</td> </tr> <tr> <td>Job Responsibility</td> <td>He/ She will lead, co-ordinate and supervise the work of the team for delivering the service in a timely manner as envisaged in this RFP. He/ She shall not delegate his/ her responsibilities except with the prior written approval of the J.V.V.N.L.</td> </tr> </table> <p>Technical Expert: – 01 No.</p> <table border="1"> <tr> <td>Educational Qualification</td> <td>BE/B. Tech. in Electrical Engineering</td> </tr> <tr> <td>Essential Experience</td> <td>8 (Eight) years’ experience in Power Distribution/Transmission Sector.</td> </tr> <tr> <td>Job Responsibility</td> <td>He/ She will assist the successful bidder’s Team for delivering the services in his/ her core areas as envisaged in this RFP.</td> </tr> </table> <p>Associate Member (Finance &amp; Accounts) – at least 03 Nos.</p> <table border="1"> <tr> <td>Educational Qualification</td> <td>Chartered Accountant</td> </tr> <tr> <td>Essential Experience</td> <td>3 (three) years in financial services.</td> </tr> <tr> <td>Job Responsibility</td> <td>He/ She will assist the successful bidder’s Team for delivering the services in his/ her core areas as envisaged in this RFP.</td> </tr> </table> <p>Associate Member (Technical- Electrical) – at least 03 Nos.</p> <table border="1"> <tr> <td>Educational Qualification</td> <td>BE/B. Tech. in Electrical Engineering</td> </tr> <tr> <td>Essential Experience</td> <td>3 (three) years’ experience in Power Sector.</td> </tr> <tr> <td>Job Responsibility</td> <td>He/ She will assist the successful bidder’s Team for</td> </tr> </table>	Educational Qualification	Chartered Accountant	Essential Experience	10 (Ten) years’ experience in financial services. He should have worked in at least 1 (One) fixed assets management project in public sector utilities.	Job Responsibility	He/ She will lead, co-ordinate and supervise the work of the team for delivering the service in a timely manner as envisaged in this RFP. He/ She shall not delegate his/ her responsibilities except with the prior written approval of the J.V.V.N.L.	Educational Qualification	BE/B. Tech. in Electrical Engineering	Essential Experience	8 (Eight) years’ experience in Power Distribution/Transmission Sector.	Job Responsibility	He/ She will assist the successful bidder’s Team for delivering the services in his/ her core areas as envisaged in this RFP.	Educational Qualification	Chartered Accountant	Essential Experience	3 (three) years in financial services.	Job Responsibility	He/ She will assist the successful bidder’s Team for delivering the services in his/ her core areas as envisaged in this RFP.	Educational Qualification	BE/B. Tech. in Electrical Engineering	Essential Experience	3 (three) years’ experience in Power Sector.	Job Responsibility	He/ She will assist the successful bidder’s Team for
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	Associate Member (Technical- Civil) – at least 01 Nos.																						
	Educational Qualification	BE/B. Tech./Diploma in Civil Engineering																					
	Essential Experience	3 (three) years' experience in Power Sector.																					
	Job Responsibility	He/ She will follow up with the SE (Civil) to get the asset details for Non O&M offices. He shall also cross-verify the data provided by Discom on sample basis, for consistency, accuracy and completeness of data. He shall also do the assessment of historical cost of the fixed assets of which details provided by the SE (civil)/ Discom.																					
	The bidder shall deploy required no. personnel of suitable qualification and experience as specified in the table above. It shall be construed as the contractual obligation of the qualified successful bidder.																						
SCC 1.11	<p><b>WORK COMPLETION PERIOD:</b> The Successful Bidder shall be allowed the following time period for completing the whole contracted work of preparation of Assets Registers and Physical Verification of Assets.</p> <p><b>Time Schedule for completion of Module-I as per the scope of work: -</b></p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Particular</th> <th>Timeline</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Effective start date of the contract</td> <td>Date of acceptance of LOA (Zero date for the assignment)</td> </tr> <tr> <td>2.</td> <td>Submission of Asset Coding Scheme for Approval of JVVNL</td> <td>Within 15 days</td> </tr> <tr> <td>3.</td> <td>Submission of methodology for determination of historical cost of the asset along with the accounting treatment for depreciation</td> <td>Within 15 days</td> </tr> <tr> <td>4.</td> <td>Providing comments/Approval of Asset Coding Scheme by the JVVNL and methodology for determination of historical cost of the asset along with the accounting treatment for depreciation</td> <td>Within 1 month</td> </tr> <tr> <td>5.</td> <td>Submission of draft report on physical verification of assets for A-category Circles (O&amp;M and Non – O&amp;M units) along with SLD</td> <td>Within 2.5 months</td> </tr> <tr> <td>6.</td> <td>Providing comments/Approval of draft report by JVVNL</td> <td>Within 3.0 months</td> </tr> </tbody> </table>		S. No.	Particular	Timeline	1.	Effective start date of the contract	Date of acceptance of LOA (Zero date for the assignment)	2.	Submission of Asset Coding Scheme for Approval of JVVNL	Within 15 days	3.	Submission of methodology for determination of historical cost of the asset along with the accounting treatment for depreciation	Within 15 days	4.	Providing comments/Approval of Asset Coding Scheme by the JVVNL and methodology for determination of historical cost of the asset along with the accounting treatment for depreciation	Within 1 month	5.	Submission of draft report on physical verification of assets for A-category Circles (O&M and Non – O&M units) along with SLD	Within 2.5 months	6.	Providing comments/Approval of draft report by JVVNL	Within 3.0 months
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7.	Submission of draft FAR for A- Category circles (O&M and Non – O&M units) along with the historical cost of assets and depreciation register	Within 3.5 months
8.	Submission of methodology for reconciliation/ write-off the value of asset to match it with the books of accounts	Within 3.5 months
9.	Providing comments/Approval of draft report for FAR and methodology for reconciliation/ write-off the value of asset to match it with the books of accounts by JVVNL	Within 4.0 months
10.	Submission of draft report on physical verification of assets for B-category Circles (O&M and Non – O&M units) along with SLD	Within 5.5 months
11.	Submission of draft FAR for B- Category circles (O&M and Non – O&M units) along with the historical cost of assets and depreciation register	Within 5.5 months
12.	Providing comments/Approval of draft report for FAR and methodology for reconciliation/ write-off the value of asset to match it with the books of accounts by JVVNL	Within 6.0 months
13.	Submission of draft report on physical verification of assets for C-category Circles (O&M and Non – O&M units) along with SLD	Within 8.5 months
14.	Submission of draft FAR for C- Category circles (O&M and Non – O&M units) along with the historical cost of assets and depreciation register	Within 8.5 months
15.	Submission of draft FAR for Head office, AO (Cash), AO (Budget), CPC, AO (TW), MM and CE Jaipur Zone office.	Within 8.5 months
16.	Submission of draft report on physical verification of assets for Discom as a whole	Within 8.5 months
17.	Submission of draft FAR for Discom as a whole along with the historical cost of assets and depreciation register	Within 8.5 months
18.	Providing comments/Approval of draft report for FAR and methodology for reconciliation/ write-off the value of asset to match it with the books of accounts by	Within 9.0 months

	JVVNL	
<b>Time Schedule for completion of Module-II as per the scope of work: -</b>		
S. No.	Particular	Timeline
1.	Effective start date of the contract	Approval of formats for updation of FAR on half – yearly basis for JVVNL (Zero date for the assignment)
2.	Submission of updated SLD, physical verification report, updated and reconciled FAR as on 31 <sup>st</sup> March 2018	By 30 <sup>th</sup> June 2018
3.	Providing Comments/ Approval of updated SLD, physical verification report, updated and reconciled FAR as on 31 <sup>st</sup> March 2018	By 15 <sup>th</sup> July 2018
4.	Submission of half – yearly physical verification report, updated and reconciled FAR For FY 2018-19	By 31 <sup>st</sup> October 2019
5.	Providing Comments/ Approval of half – yearly physical verification report, updated and reconciled FAR For FY 2018-19	By 15 <sup>th</sup> November 2019
6.	Submission of updated SLD, physical verification report, updated and reconciled FAR as on 31 <sup>st</sup> March 2019	By 30 <sup>th</sup> April 2019
7.	Providing Comments/ Approval of updated SLD, physical verification report, updated and reconciled FAR as on 31 <sup>st</sup> March 2019	By 15 <sup>th</sup> May 2019
SCC 1.12	Meeting: J.V.V.N.L. may review with the successful bidder along with the project implementation team, any or all of the documents and advice forming part of the work, in meetings and conferences which will be held at the J.V.V.N.L's Head Office.	
SCC 1.13	Mode of Billing and Payment: Billing and payments in respect of the Services shall be made as follows:- (a) The Successful bidder shall be paid for its services as per the Payment Schedule at S.C.C 1.9 of this RFP. (i) No payment shall be due for the next stage till the Successful bidder completes to the satisfaction of J.V.V.N.L. of the work pertaining to the preceding stage. (ii) J.V.V.N.L. shall pay to the Successful bidder, only the undisputed amount.  (b) The invoice shall be submitted by hand in THREE copies, one marked as Original and other two as Copy. JVVNL shall retain the Original invoice and One	

	<p>copy of invoice and return the contractor copy after acknowledging the receipt by signing, dating and stamping the contractor copy.</p> <p>(c) The Discom, upon receipt of the invoice and accompanying documentation, shall verify the invoice within 15 (Fifteen) Working Days and send it to accounts or other concerned department for processing of payment.</p> <p>(d) The payment shall be released within 30 working days post verification of the invoice.</p> <p>(e) In case of JV, payment shall be released in the name of lead partner only.</p> <p>(f) Payment shall be made to the contractor through online mode i.e., NEFT/RTGS</p> <p>(g) Milestones shall have to achieved as per satisfaction of J.V.V.N.L. This shall be the pre-requisite for release of payments.</p>
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**SECTION VII  
TECHNICAL BID**

1. BIDDER TECHNICAL OFFER COVER LETTER
2. FORM NO F-1: CERTIFICATE AS TO CORPORATE PRINCIPAL
3. FORM NO F-2: COMPANY/ FIRM INFORMATION
3. FORM NO F-3: ELIGIBLE PROJECT EXPERIENCE
4. FORM NO F-4: PERFORMANCE CERTIFICATE
5. FORM NO F-5: CURRICULUM VITAE
6. FORM NO F-6: POWER OF ATTORNEY
7. FORM NO F-7: CONFIRMATION FOR “NO DEVIATION” IN COMMERCIAL TERMS & CONDITIONS
8. FORM NO F-8: CONFIRMATION FOR “NO DEVIATION” IN TECHNICAL TERMS & CONDITIONS
9. FORM NO F-9: JOINT VENTURE SUBMISSION FORM
10. FORM NO F-10: JOINT VENTURE AGREEMENT
11. FORM NO F-11: POWER OF ATTORNEY FOR JOINT VENTURE

SECTION-VII:  
BIDDER TECHNICAL OFFER

JAIPUR VIDYUT VITRAN NIGAM LIMITED  
Chief Accounts Officer (FM-W&M)  
TENDER SPECIFICATION NO.TN-

To be submitted complete with all enclosures

Date

The Chief Accounts Officer (FM-W&M),  
Jaipur Vidyut Vitran Nigam Limited,  
Vidyut Bhawan, Jyoti Nagar,  
Jaipur-302005

**Subject: For Fixed Assets Register Preparation and Physical Verification of Fixed Assets of J.V.V.N.L. situated in different districts of Rajasthan.**

Dear Sir,

We have procured tender specification TN- for Fixed Assets Register Preparation and Physical Verification of Fixed Assets of J.V.V.N.L.

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

We also agree that:-

1. The prices as mentioned in "Financial offer" are firm in all respect.
2. The prices quoted are valid for a period of 120 days from the date of opening of technical bid.
3. We also understand that the quantities mentioned in the price schedule shall be meant for bid evaluation and payment shall be made to us on the basis of actual number of items supplied / services delivered.
4. We have understood the terms of payment and undertake to abide by the same.
5. We understand that conditional offers are likely to be rejected.
6. The execution of work shall strictly be in accordance with the work completion schedule as given by J.V.V.N.L. In case we fail to complete the work as indicated therein we shall pay penalty as per relevant GCC clause of the specification.
7. The services provided/material supplied by us shall conform to the specifications.
8. We confirm that we agree to adhere to all the commercial terms and conditions as well as the technical stipulation of your specification and there is no deviation. Such acceptance has also been confirmed in prescribed schedules.
9. Until a formal contract is prepared and executed, this is in acceptance and support of award which shall constitute a binding contract between us. We also understand that the J.V.V.N.L. reserves its right to reject any or all of the bids without assigning any reason.

We agree to abide by all the conditions governing the proposals and decisions of the J.V.V.N.L.

Enclosed:

1. Form No F-1: Certificate as to corporate principal

2. Form No F-2: Company/ Firm Information
3. Form No F-3: Eligible Project Experience
4. Form No F-4: Performance Certificate
5. Form No F-5: CURRICULUM VITAE
6. Form No F-6: Power of Attorney (*Not Applicable for JV only*)
7. Form No F-7: Confirmation for “No Deviation” in Commercial terms & conditions
8. Form No F-8: Confirmation for “No Deviation” in Technical terms & conditions
9. Form No F-9: Joint Venture Submission Form (*Applicable for JV only*)
10. Form No F-10: Joint Venture Agreement (*Applicable for JV only*)
11. Form No F-11: Power of Attorney for Joint Venture (*Applicable for JV only*)

Thanking you.

Yours faithfully,

(Signature)

Name & Designation \_\_\_\_\_

Place

Date

Seal of the Company/ Firm

SECTION-VII  
BIDDER RESPONSE FORMS  
TECHNICAL BID

**Form No F-1:**  
**CERTIFICATE AS TO CORPORATE PRINCIPAL**  
**(to be filled by a body corporate)**

(To be signed by any of Board Directors or Company Secretary)

I \_\_\_\_\_ certify that I am \_\_\_\_\_ of the Company under the laws of and that \_\_\_\_\_ who signed the above tender is authorized to bind the Company / Firm by authority of its governing body.

**Signature**  
**Seal:**

**Full Name of Company:**

**Address:**

SECTION-VII  
BIDDER RESPONSE FORMS  
TECHNICAL BID

**Form No F-2:  
Company/ Firm Information**

Kindly provide the following details for the Firm

1. Name of the Firm: .....
2. Date of incorporation/Registration with appropriate authority. (Please provide documentary evidence)\_\_\_\_\_
3. Individual and Cumulative Turnover in the Last three audited financial years (in Rupees):-

S.No.	Financial Year	Turnover (in Rs.)
1.	2014-15	
2.	2015-16	
3.	2016-17	
<b>Total</b>		

(Please provide a copy certified by Chartered Accountant or a published report for Annual Account having Balance Sheet and Profit and Loss Statements as Proof)

**Signature  
Seal**

**Full Name:**

**Address:**

**SECTION-VII  
BIDDER RESPONSE FORMS  
TECHNICAL BID**

**Form No F-3:  
Eligible Project Experience  
(To be duly attested by the authorized official)**

Kindly provide eligible Project Experience of the Firm's relevant past experience as below:

1.	Name of the Bidder	
2.	Description of service/ work performed by the Bidder	
3.	Name of the Client and Address (i.e. Name & Address of the Electricity Distribution / Transmission Utility)	
4.	Telephone no. / fax no. of client or official representative of client.	
5.	Year of work Awarded	
6.	Year of its Completion	
7.	Value of the work (In Rs.)	
8.	Documentary evidence required	(i) Letter of Award, (ii) Work completion certificate.

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

**Signature  
Seal**

**Full Name  
Address:**

**SECTION-VII**  
**BIDDER RESPONSE FORMS**  
**TECHNICAL BID**  
**Form No F-4: Performance Certificate**

Kindly provide particulars for the completed projects **except the projects mentioned under Form No F-3**, stating name of assignment, Year of award/ completion and broad scope of work of the engaged firm, value and attaching documentary evidence of successful completion of the work.

S. No.	Name of the client	Name of Assignment	Year of award	Year of completion	Broad Scope of work	Value of the work (In Rs.)	Documentary evidence
							(i) Letter of Award, (ii) Work completion certificate or Details of complete payment received towards the said awarded project duly certified by the Independent Chartered Accountant in Practice.

Note: The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Signature  
Seal

Full Name:  
Address

SECTION-VII  
BIDDER RESPONSE FORMS  
TECHNICAL BID

**Form No F-5:  
CURRICULUM VITAE**

The Sample format for submission of CVs is the following:

**1. Name:** \_\_\_\_\_

**2. Profession / Present Designation:** \_\_\_\_\_

**3. Years with firm:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**4. Area of Specialization:** \_\_\_\_\_

**5. Proposed Position on Team:**

**6. Key Qualification/Experience:**

(Under this heading give outline of staff members experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a page.)

**7. Education:**

(Under this heading, summarize college/ university and other specialized education of staff member, giving names of colleges, dates and degrees obtained. Use up to quarter page.)

**8. Experience:**

(Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. Also give types of activities performed and Employer references, where appropriate. Use up to three quarters of a page. Kindly ensure that the relevant work experience and its applicability to the present assignment are clearly articulated.)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date:

**[Signature of staff member and authorized representative of the Firm]**

Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**SECTION-VII**  
**BIDDER RESPONSE FORMS**  
**TECHNICAL BID**  
**Form No F-6: Power of Attorney**

Know all men by these presents, We, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Financial & Technical Services for proposed RFP Ref. No.....

of Jaipur Vidyut Vitran Nigam Ltd.(J.V.V.N.L.) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with J.V.V.N.L .

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20\*\*

For .....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....  
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure laid down by the applicable law.

SECTION-VII

BIDDER RESPONSE FORMS  
TECHNICAL BID

**Form No F-7: Confirmation for “No Deviation” in Commercial terms & conditions**

Bidder's Name & Address:

To  
The Chief Accounts Officer(FM-W&M),  
Jaipur Vidyut Vitran Nigam Limited,  
Vidyut Bhawan, Jyoti Nagar,  
Jaipur-302005

Dear Sir,

Sub: Confirmation for “No Deviation” in Commercial terms & conditions under NIT No.

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

Date:-

Place:-

(Signature).....  
(Name).....  
(Designation).....  
(Seal).....

SECTION-VII  
BIDDER RESPONSE FORMS  
TECHNICAL BID

**Form No F-8: Confirmation for “No Deviation” in Technical terms & conditions**

Bidder's Name & Address:

To  
The Chief Accounts Officer(FM-W&M),  
Jaipur Vidyut Vitran Nigam Limited,  
Vidyut Bhawan, Jyoti Nagar,  
Jaipur-302005

Dear Sir,

Sub: Confirmation for “No Deviation” in Technical terms & conditions under NIT No.

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

We also confirm that tendered services shall be conforming to the various requirements and relevant Specification /orders as per design and drawing approved by J.V.V.N.L.

Date :

Place :

(Signature).....

(Name).....

(Designation).....

(Common Seal).....

**SECTION-VII**  
**BIDDER RESPONSE FORMS**  
**TECHNICAL BID**  
**Form No F-9: Joint Venture Submission Form**

Bidder's Name & Address:

To  
The Chief Accounts Officer(FM-W&M),  
Jaipur Vidyut Vitran Nigam Limited,  
Vidyut Bhawan, Jyoti Nagar,  
Jaipur-302005

Dear Sir,

The Joint Venture Agreement (as per the Form No F-10) and Power of Attorney for Joint Venture (as per the Form No F-11) are enclosed herewith.

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

**SECTION-VII**  
**BIDDER RESPONSE FORMS**  
**TECHNICAL BID**  
**Form No F-10: Joint Venture Agreement**

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by ..... a company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns ) and M/s..... a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the RFP for ..... (*insert name of the project along with TN*) of Jaipur Vidyut Vitaran Nigam Limited, a Company incorporated under the Companies Act of 1956/2013 (with amendment from time to time) having its registered office at Vidyut Bhawan, Jaipur (*insert registered address of the Employer*)..... (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above mentioned RFP for ..... (*insert name of the project along with TN*) .....

AND WHEREAS Qualification Criteria in Clause 2 of Section –III forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified firms as partners, meeting the requirements of Qualification Criteria in Clause 2 of Section –III , as applicable may bid, provided, the Joint Venture fulfills all other requirements specified under Section – III forming part of the Bidding Documents and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

WHEREAS the clause 1.11 (vi) of Section -I further states that this JV Agreement shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be

bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.

4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I (*to be suitably appended by the Parties alongwith this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same

or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of .....

For Lead Partner (Party No.-1)

has been affixed in my/ our

For and on behalf of M/s

presence pursuant to Board of

.....

Director's Resolution dated .....

Name .....

(Signature of the authorized

Designation .....

representative)

Signature .....

WITNESS :

I. ....

II. ....

Common Seal of .....

For Party No.-2

has been affixed in my/ our

For and on behalf of

presence pursuant to Board of

M/s.....

Director's Resolution dated .....

Name .....

(Signature of the authorized

Designation .....

representative)

Signature .....

WITNESS :

I. ....

II. ....

Common Seal of .....

For Party No.-3

has been affixed in my/ our

For and on behalf of M/s.

presence pursuant to Board of

.....

Director's Resolution dated .....

Name .....

(Signature of the authorized

Designation .....

representative)

Signature .....

WITNESS :

I. ....

II. ....

**Note:**

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.

2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

**SECTION-VII  
BIDDER RESPONSE FORMS  
TECHNICAL BID**

**Form No F-11: Power of Attorney in case of Joint Venture**

KNOW ALL MEN BY THESE PRESENTS THAT WE , the Partners whose details are given hereunder ..... have formed a Joint Venture under the laws of ..... and having our Registered Office(s)/Head Office(s) at ..... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of ..... and having its Registered/Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to RfP for ..... (*specify the name of tender along with TN no.*) the bids for which have been invited by Jaipur Vidyut Vitaran Nigam Limited, Vidyut Bhawan, Jaipur (insert name of the Employer alongwith address) ..... (hereinafter called the 'Employer') to undertake the following acts :

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Joint Venture".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".
- v) It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.
- vi) It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till 120 days post completion of the Contract.
- vii) The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have

executed these presents on this ..... day of ..... under the Common Seal(s) of their Companies.

for and on behalf of the  
Partners of Joint Venture

.....  
.....  
.....

The Common Seal of the above Partners of the Joint Venture:  
The Common Seal has been affixed there unto in the presence of:

**WITNESS**

1. Signature.....

Name .....

Designation .....

Occupation .....

2. Signature.....

Name .....

Designation .....

Occupation .....

**Note:**

1. For the purpose of executing the Power of Attorney, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

**SECTION-VIII**  
**FINANCIAL OFFER DECLARATION**

JAIPUR VIDYUT VITRAN NIGAM LIMITED

To  
The Chief Accounts Officer(FM-W&M),  
Jaipur Vidyut Vitran Nigam Limited,  
Vidyut Bhawan, Jyoti Nagar,  
Jaipur-302005

I/We have submitted my/our financial proposal in excel file of BOQ through e-procurement website of GoR.

**Condition:**

(i). Selection of lowest price offer:

a) For calculation of lowest price offer, the bidder with least value of “*Total Contract Price*” which is the sum of the total price of both the assignments as mentioned in BOQ shall be declared as Lowest offer.

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

We declare the following:

a) The rates mentioned in the price bid are valid up-to ninety days from the opening of the price bid.

b) We understand that evaluation of lowest bids will be based upon the financial offer prices. These prices are inclusive of all taxes & duties and any statutory variation due to imposition of new tax or any increase in existing taxes by the government subsequently during the currency of the contract shall be on the part of the J.V.V.N.L. Similarly, any waiver or reduction in the existing taxes shall also be passable to the J.V.V.N.L.

c) We understand that the order for the entire work including all activities would be awarded to one or more vendors and it is discretion of the J.V.V.N.L. to allow single vendor or more than one service provider to operate. We also understand that in case rate is not quoted for any activity our offer shall be rejected.

d) We also understand that the rates quoted for the work shall be applicable for entire jurisdiction of J.V.V.N.L. and not limited to any specific area or location.

e) The rates have been quoted unconditionally, since conditional offers are liable to be rejected.

f) PAN No. of the Company/ Firm.....

g) Service Tax Registration No. of the Company/ Firm.....

Date:

Place:

Signature  
(Name & Designation)  
With the seal of the Company/ Firm

**Financial Offer Format in Excel  
“BOQ”**

**Jaipur Vidyut Vitran Nigam Ltd.  
“BOQ”**

Tender Inviting Authority: The Chief Accounts Officer (Revenue & Control), J.V.V.N.L., Jaipur						
Name of Work: Preparation of Fixed Assets Register and Physical Verification of Fixed Assets of J.V.V.N.L.						
Contract No:						
Name of the Bidder/ Bidding Firm / Company :						
<b>Financial Offer</b>						
a) This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values under highlighted columns only.						
b) For calculation of lowest financial offer, the bidder with least value of “Quoted Rate” which is the sum of the total amount with taxes for all the items as mentioned in BOQ shall be declared as L1.						
c) If the bidder quotes zero or null value in “Total Amount” column against any of the item(s) of the financial offer i.e. “BOQ”, the same offer shall be rejected. In this case the L1 evaluated by e-proc system shall deviate and shall not be considered to be valid.						
S.No.	Item Description	Total Amount (Excluding Taxes/ Duties/ Levies) (In Rupees)	GST (In Rupees)	Other Applicable Taxes/ Duties/ Levies (In Rupees)	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
		3	4	5	6	7
1.1	<b>Module-I of RFP:</b> Preparation of Fixed Assets Register and physical verification with Single Line Diagram (SLD) considering cut-off date as 31.03.2017. Also assign historical cost, calculate depreciation and reconcile with books of accounts.					
1.2	<b>Module-II of RFP ;</b> Updation of Fixed Assets Register with physical verification and reconciliation with books of accounts for the FY 2017-18 and 2018-19					
	<b>Quoted Rate in Figures</b>					
	<b>Quoted Rate in Words</b>					

### Annexure-I Sample Template for Assets Verification

Physical Verification Report as on .....

Location detail

GSS/ Feeder

Sub-Division

Division

Circle

S. No	Asset Code	Asset Description	Additional Description	Asset Group	Unit of measure	Procurement type
1	2	3	4	5	6	7

Date of Installation/ Commissioning/ put to use	Suppliers/ Manufacturer name and address	Physical Records				
		Good	Repairable	Obsolete	Unserviceable	Total
8	9	10	11	12	13	14

## Annexure-II

### Sample Template for Discrepancies between FAR and Financial Records

Physical Verification Report as on .....

Location detail

GSS/ Feeder

Sub-Division

Division

Circle

S. No	Asset Code	Asset Description	Additional Description	Asset Group	Unit of measure	Procurement type
1	2	3	4	5	6	7

Date of Installation/ Commissioning/ put to use	Suppliers/ Manufacturer name and address	Physical Records				
		Good	Repairable	Obsolete	Unserviceable	Total
8	9	10	11	12	13	14

Value as Per Books of Accounts				
Good Assets	Repairable Assets	Obsolete Assets	Unserviceable Assets	Total
15	16	17	18	19

Financial Record Value	Difference with Financial Records (Value)		Suggestive adjustment accounting entries for such Excess/ Shortage
	Excess	Shortage	
20	21	22	23

### **Annexure-III**

## **BID SECURITY FORM**

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

Bank Guarantee No.: .....

Date: .....

To:

Chief Accounts Officer (FM-W&M)  
Jaipur Vidyut Vitran Nigam Ltd.,  
Vidyut Bhawan, Jyoti Nagar,  
Jaipur- 302005.  
e-mail: caoatr@jvvn.in

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

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

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

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or
- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid; or
- (4) In the case of a successful Bidder, if the Bidder fails within the specified time limit
  - (i) to sign the Contract Agreement, or

(ii) to furnish the required performance security, or

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

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

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

For and on behalf of the Bank

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

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

POA Number\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_ Mobile\_\_\_\_\_

Fax Number\_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank\_\_\_\_\_

Witness:

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_ Mobile\_\_\_\_\_

email \_\_\_\_\_

Note:

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

Quote

"Notwithstanding anything contained herein:

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

Unquote

**Annexure-IV**  
**PERFORMANCE SECURITY FORM**

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

Bank Guarantee No. ....

Date.....

Contract No.....

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

To:

Chief Accounts Officer (FM-W&M)  
Jaipur Vidyut Vitran Nigam Ltd.,  
Vidyut Bhawan, Jyoti Nagar,  
Jaipur- 302005.  
e-mail: caoatr@jvvn.l.in

Dear Ladies and/or Gentlemen,

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

**Or**

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

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

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

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

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

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

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

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

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

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

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

For and on behalf of the Bank

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

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

POA Number\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_ Mobile\_\_\_\_\_

Fax Number\_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

email \_\_\_\_\_

**Note:**

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

Quote

"Notwithstanding anything contained herein:

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

Unquote