

## NOTICE INVITING TENDER- TN-38

JVVNL invites Technical & Financial e-Bids for “Procurement of Scanners in Rajasthan Discoms” from experienced firms meeting minimum eligibility criteria as specified in the bid document.

The contract period shall be initially for **five years** renewable for such period or periods as mutually agreed.

Nature of the Work	“PROCUREMENT OF SCANNERS IN RAJASTHAN DISCOMS”
Cost of Tender Document (non-refundable)	Rs. 5000/- (Rupees Five thousand Only)
e-Tender Processing Fee (non-refundable)	Rs. 1000/- (Rupees One thousand only)
Estimated Project Cost	Rs. 1.75 crore (Rupees One Crore seventy five lacs only)
Earnest Money Deposit (EMD)	Rs 3.5 lac (Rupees Three lacs fifty thousand only)
Publishing Date/Time	30 April 2013, 11:00 hrs
Document Download / Sale Start Date	From 30 April 2013, 11:00 hrs onwards at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
Document Download / Sale End Date/Time	28-May-13 , 11:00 hrs onwards
Bid submission Start Date/Time & Place of submission of bids	30 April 2013, 11:00 hrs onwards at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
Bid submission Last Date/ Time	28-May-13 , 12:00 hrs
Submission of Banker’s Cheque/ Demand Draft for Tender Fee, EMD, and Processing Fee	Up to 28-May-13 upto 11:00 hrs at Office of Sr. Accounts Officer(TW), Old Power house, Banipark, Jaipur
Date, Time and Place of Opening of Technical Bids	28-May-13 , 13:00 hrs at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
Date & Time of Opening of Financial Bids	Will be intimated later to the Technically qualified bidders
Websites for downloading Tender Document, Corrigendum’s, Addendums etc.	<a href="http://www.jaipurdiscom.in">www.jaipurdiscom.in</a> , <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
Bid & EMD Validity	120 days from date of opening of part-A bid or 90 days from the date of opening of part-B bid whichever is later

### NOTE:

1. The tender/bid shall only be submitted through online tendering system of <https://eproc.rajasthan.gov.in>.
2. Bidders who wish to participate in this tender will have to register on <https://eproc.rajasthan.gov.in> (bidders registered on [eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in) before 30.09.2011 needs to register again). 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 on 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 go through the website <https://eproc.rajasthan.gov.in> should refer to the website and go through the link "Help For Contractors", "Information About DSC", "FAQ" and "Bidders Manual Kit" and clause no. 5 of 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://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 final.
5. The complete bid document has been published on the websites, [www.jaipurdiscom.in](http://www.jaipurdiscom.in) and <http://www.eproc.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. 5,000/- only (Rupees Five thousand only) and e-Tender Processing Fee: Rs. 1,000/- (Rupees One thousand only) in Cash/ Demand Draft in favour of M.D, RISL payable at Jaipur. A copy of the bid document fee receipt must be enclosed along with the Technical bid/ proposal failing which the bid will be summarily rejected.
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. JVNL 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 and EMD submitted along with the bids shall be forfeited. 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. All the communication/correspondence including the bid document (Technical and Financial Bid) must be signed and stamped on each page by the designated authorized representative of the bidder failing which the bid will be summarily rejected.
13. The Bids can be submitted up to date and time given as specified in the NIT.
14. The complete bidding process is defined in Section-I of this RFP document.
15. In case, a bidder imposes conditions which are in addition or at variance or in conflict with the terms and conditions as specified in this RFP document, all such bid-proposals will be summarily rejected and EMD submitted along with the bids will be forfeited.
16. 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 purchaser/ tendering authority.
17. In case, a dispute arises with regard to interpretation/ omission/ error in the RFP document, bid submitted, other documents; the decision SE (IT), JVVNL, JAIPUR will be final and binding upon the bidders.
18. Interested bidders may obtain further information from the office of the Superintending Engineer (IT), Jaipur Vidyut Vitran Nigam Ltd, Old Power House Banipark, Jaipur on any working day between From 30-April-13 to 28-May-13 from 10:00 AM to 6:00 PM.

(P.K.JAIMINI)

Superintending Engineer (IT)

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## **SECTION –I: INSTRUCTION TO BIDDER**

### **1. GENERAL INSTRUCTIONS**

1.1. The Jaipur Vidyut Vitran Nigam Ltd [hereinafter to be referred to as JVVNL] or any authority designated hereinafter called 'OWNER', will receive bids in respect of services as set forth in the accompanying specification. All bids shall be prepared and submitted in accordance with these instructions. The Bidder, in his own interest is requested to read very carefully these instructions, terms and conditions as incorporated in General Conditions of Contract and Technical specification before filling the Bid proposal form. If he has any doubt as to the meaning of this specification or any portion thereof, he shall before submitting the Bid, may refer the same to the Superintending Engineer(IT), Jaipur Vidyut Vitran Nigam Limited, Jaipur in writing well in time before the specified date of opening of Bids so that such doubts may be clarified. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in his Bid.

1.2. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the Bidders.

1.3. The works referred herein shall cover the entire scope of the proposal which include commissioning and erection of equipment including the successful completion of performance and guarantee tests which the owner desires to get executed.

### **2. PREPARATION OF BIDDING DOCUMENT**

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

2.1.1. The tenderer shall furnish Earnest Money of Rs 3, 50,000/- ( Rs. Three lacs fifty thousand only) by DD/Banker's cheque payable in the name of Sr. Accounts Officer (TW), JVVNL, Jaipur up to stipulated date & time, and obtain a receipt, thereof Sr. Accounts Officer (TW) will be the custodian of the EMD. No other mode of deposit shall be accepted.

Or

The bidder shall furnish 20% amount of earnest money deposit in cash or by crossed bank draft payable in the name of Sr. Accounts Officer (TW), JVVNL, Jaipur, along with irrevocable bid bank guarantee of balance 80% amount on the Rajasthan State Non Judicial Stamp Paper of Rs. 100/- duly authenticated either by a first class Magistrate or Notary Public or directly confirmed by the issuing Bankers furnished valid for a period of 180 days excluding the grace period of 90 days.(as per Bid bank guarantee format). The receipt of deposit of 20% amount of EMD and bank guarantee for balance 80 % amount shall accompany with the bid in an envelope as per instructions given in these bidding documents. "In case of invocation of Bank guarantee issuing Bank must authorize for entertaining the

case at the sister branch located in Rajasthan". The Bank guarantee must be from any Nationalized/Scheduled Bank.

- 2.1.2. Any tender not accompanied by a copy of the receipt for depositing earnest money by Banker's cheque / bank draft shall be rejected and the tender will not be opened.
- 2.1.3. In case of unsuccessful tenderers, the Earnest money will be refundable on production of the original receipt within a fortnight after finalization of the tender. In case of successful tenderers the Earnest Money will be taken into account in arriving at the amount of the Security Deposit if vendor desire to furnish cash security deposit, however the security deposit is furnished through bank guarantee the EMD will be released after acceptance of such BG, referred in the Clause 4 of Section-II.
- 2.1.4. Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the Nigam in connection with some other bids/orders shall not be entertained.
- 2.1.5. No interest shall be payable on such deposits.
- 2.1.6. The JVVNL reserves the right to forfeit Earnest Money deposit or a part thereof in circumstance, which according to him indicate that the bidder is not earnest in accepting/executing any order placed under the specification.
- 2.1.7. The JVVNL reserves the right to forfeit Earnest Money Deposit or a part thereof in circumstances, which according to it indicate that the tenderer is not earnest in accepting/executing order placed under the specification.

## **2.2. SALE OF TENDER/ BIDDING DOCUMENT**

The bidders are permitted to download the bid document from websites <https://eproc.rajasthan.gov.in>, [www.jaipurdiscom.in](http://www.jaipurdiscom.in) but must pay the cost of tender/bidding document Rs. 5000/- (Rs. Five thousand only) [non-refundable] in cash or Bank Draft payable to Sr. Accounts Officer (TW) JVVNL, Jaipur and e-tender processing fee amounting to Rs. 1000/- (Rs. One thousand only) by DD/Banker's Cheque in favour of M.D, RISL payable at Jaipur up to stipulated date & time in the office of Sr. Accounts Officer (TW), Jaipur and obtain acknowledgement thereof. The processing fee will be sent to RISL by Sr. AO (TW).

## **3 CLARIFICATIONS AND AMENDMENTS OF BIDDING DOCUMENT**

### **3.1 CLARIFICATIONS TO THE BID DOCUMENT**

- 3.1.1 If the prospective bidder has any doubts as to the meaning of any portion of the bidding document, then he is allowed to refer the same to the tendering authority and get clarifications. He may do so by contacting the tendering authority in writing at the tendering authority's address indicated in the NIT.
- 3.1.2 The Tendering authority shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it or shall also place it on the website of JVVNL, including a description of the inquiry but without identifying its source.

3.1.3 Tendering authority deems it necessary to amend the Bidding Document as a result of a clarification or otherwise, it shall do so by issuing a revised bidding document and/ or Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in order to give reasonable time to the prospective Bidders to take into account the amendment.

### **3.2 AMENDMENT OF BIDDING DOCUMENT**

3.2.1 At any time prior to the deadline for submission of the Bids, the tendering authority may amend the Bidding document by issuing Corrigendum/Addendum.

3.2.2 Any Corrigendum/Addendum issued shall be a part of the Bidding document and shall be published on [www.jaipurdiscom.in](http://www.jaipurdiscom.in), <https://eproc.rajasthan.gov.in>.

3.2.3 To give prospective Bidders reasonable time in which to take a Corrigendum/Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.

3.2.4 Any change in date of submission and opening of bids would be published in appropriate manner including the websites mentioned in the NIT.

**3.3 DEVIATION FROM BID DOCUMENTS:** The bid offer must include a separate statement indicating all deviations from the bid documents as per format enclosed at Schedule-I. All such deviations shall be clearly mentioned in Schedule of Deviation. JVVNL reserves the right to accept the deviation with financial implication or reject out rightly. Unless the deviations from the bid documents are specifically mentioned, it will be understood and agreed that the proposal is based on strict conformity to JVVNL's specifications in all respect and it will be assumed that all terms & conditions are acceptable to the Bidder.

## **4 SUBMISSION AND OPENING OF BIDS**

### **4.1 COST OF BIDDING**

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

### **4.2 LANGUAGE OF BIDS**

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

### **4.3 SUBMISSION OF PROPOSALS**

4.3.1 Bidder shall submit their bid in electronic format, digitally signed and stamped on each page by a responsible and authorized person.

4.3.2 Physical submission of bids is not allowed.

#### **4.4 BIDS ARE TO BE SUBMITTED IN TWO PARTS**

4.4.1 Part- A: will contain (i) Tender Cost (ii) Tender processing fee (iii) EMD (iv) Supporting documents to ascertain the eligibility / qualification as per the QR requirements of the tender (v) Technical offer comprising details & design of the proposed equipment(s) to meet out the requirement together with its capabilities.

4.4.2 Part- B: will contain the financial offer for carrying out the scope of work defined for this project.

#### **4.5 FILLING OF BIDS:**

4.5.1 Tenders shall be submitted online in the electronic format 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 the case of successful tenderer(s).

4.5.2 No alteration should be made to the format of the tender specification and schedules. The tenderer must comply entirely with specification.

4.5.3 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.

4.5.4 Tender should be filled in only with ink or typed and must be submitted online after signing digitally.

4.5.5 All additions, alterations and over-writing in the bid must be clearly signed by the signatory of the bidder otherwise bid will be summarily rejected.

4.5.6 The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any room for doubt.

4.5.7 The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.

4.5.8 Any printed conditions of sale on the bid shall not be accepted by the purchase Authority. The bidder shall incorporate their conditions of sales, if any, in the text of the bid itself.

4.5.9 All bids and accompanying documents shall be addressed to the Jaipur Vidyut Vitran Nigam Limited.

4.5.10 The tenders/quotations given in the form other than prescribed form will not be considered.

4.5.11 Only one representative, on submission of valid authorization of the signatory of the bid, will be allowed to be present during the opening of the bid.



4.5.12 The bidder shall clearly indicate the deviation such as Technical Deviation & Commercial Deviation in the prescribed format only. The deviation indicated elsewhere in the bid shall not be accepted.

4.5.13 JVNL can ask the bidder to submit any document in original.

4.5.14 The tender offer shall be submitted in time specified on <https://eproc.rajasthan.gov.in> in electronic format in the following manner:

4.5.14.1 **COVER – I** Fee (to be filed in pdf format )

- i. Proof of depositing EMD in the prescribed form as defined hereunder at Clause “Earnest Money Deposit (EMD)” i.e the receipt issued by the Sr. Accounts Officer (TW), Jaipur on account of depositing EMD in favour of Sr. Accounts Officer (TW), Jaipur.
- ii. Proof of submitting tender processing fee i.e the acknowledgement issued by the Sr. Accounts Officer (TW), Jaipur on account of depositing the processing fee of RISL through DD/Banker’s Cheque in favour of M.D, RISL payable at Jaipur.
- iii. Proof of submitting Tender document cost i.e the acknowledgement issued by the Sr. Accounts Officer (TW), Jaipur on account of depositing tender document cost through DD/Banker’s Cheque in favour of Sr. Accounts Officer(TW) payable at Jaipur.

4.5.14.2 **COVER – II** Techno- Commercial Bid (to be filled in pdf format)

In this part of bid, tenderer will have to furnish Guaranteed Technical Particulars in regard to all requirement details of Technical Specification, confirmation of terms and conditions and its addendum/corrigendum, if any, along with details required in various/schedules “EXCEPT THE PRICE SCHEDULE” so that the purchaser may be able to examine whether the offer submitted is technically acceptable and also confirm to our commercial terms and conditions or not.

5.5.14.3 **COVER – III** Financial/Price Bid/BOQ (to be filed in xls format).

This price bid shall include submission of details of prices in BOQ.xls as per the format given in Price Schedule of the specification. The price bid will be opened only after being satisfied with Technical and Commercial Bid as per qualifying requirement stipulated in the Specification and bid of such qualified bidders will only be opened. The date of opening of such price Bids will be intimated in due course of time.

## 5.6 DOCUMENTS COMPRISING THE BID

5.6.1 The tender shall be accompanied with the schedules, documents mentioned in the specification.

5.6.2 The tender which is not accompanied by any or all mentioned schedules, documents or is accompanied by incomplete Schedules/ schedules is liable for rejection.

**5.6.3** The purchaser may advise any bidder to furnish the documents in original or copy duly attested by Notary as the case may be for verification, in physical form on short notice of three days.

**5.6.4 COVER – II for Prequalification Requirement /Technical Bid as detailed below:**

- i. Technical Offer as per SECTION VI PART-A of specification
- ii. Field organization and resources to be deployed for the proposed job.
- iii. Qualification and experience of personnel at different levels to be deployed for the proposed job.
- iv. Enclose ISO 9001-2000 certificate for BPO/ Utility services/ IT /Software/ Consumer billing/ Financial services
- v. Enclose copies of Audited Balance Sheet & Profit and loss accounts with a minimum annual turnover of Rs. 2 crore per year for the past three years (2012-2013, 2011-12 and 2010-11).
- vi. Give detailed write-up on experience/order executed with supporting papers. (Annexure-IV)
- vii. Enclose copies of order so executed/orders in hand.
- viii. Document in support of bidder having a reputed background and should be established in business at least for the past 3 years.
- ix. **Undertaking on Rs. 100 Non-Judicial Stamp paper that company have not been blacklisted from the Government of Rajasthan or Rajasthan Discoms**
- x. Experience summary (Schedule-V)
- xi. Specification of Scanners and other hardware to be supplied as per technical specification attached.
- xii. Details & specifications of associated software to run Scanners.
- xiii. Details of infrastructure facilities bidder shall provide
- xiv. Schedule of implementation (Schedule-VI)
- xv. General profile of bidder (Annexure-I)
- xvi. Organizational capabilities ( Annexure-II)
- xvii. Details of the project and software, if being used by any state/undertaking for similar venture.
- xviii. Any other information Bidder may like to highlight.

- xix. Manufacturers' authorization form (Annexure-VII) ( Mandatory for bidding)
- xx. Acceptance of terms & conditions (Annexure-VIII)
- xxi. Schedule of deviation (Schedule-I)
- xxii. Departure/deviation from Purchaser's specification in respect of Technical details including GTP in Schedule of deviation of Specification. (Schedule- III)
- xxiii. Departure /deviation from Purchaser's specification in respect of Commercial terms & conditions in Schedule of deviation of Specification. (Schedule-II)
- xxiv. Supporting document to substantiate meeting of QR (Schedule-IV)
- xxv. Power of Attorney for authorized signatory to sign the tender document digitally.
- xxvi. Name & Complete address of excise authority under whose jurisdiction their works/office falls
- xxvii. Name & correspondence address of the bidder along with phone /Fax No. & email address
- xxviii. Satisfactory evidence of authority of the person signing on behalf of the Bidder furnished with the bid
- xxix. Compliance document for financial offer as per Section-VI Part-B.

**5.6.5 COVER – III for Financial/Price Bid/BOQ:** The Bidder shall submit the financial offer in excel file of BOQ.

## **5.7 ALTERNATIVE BIDS**

Alternative bids shall not be considered at all.

## **5.8 BID PRICES**

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

5.8.2 Prices/ Rates shall be written both in words and figures. There should not be errors and/ or over-writings. Corrections/ alterations, if any, should be made clearly and initialed with dates by the authorized signatory.

5.8.3 The quoted prices are inclusive of all applicable tax and duties at the time of bid (detail and rates of tax are attached herewith) any statutory variation and imposing new tax by government shall be on JVVNL account.

5.8.4 Duties and taxes: Jaipur Vidyut Vitrana Nigam Limited is registered dealer under Rajasthan VAT and Central Sales Tax Act Reg No. 08372105443 and is entitled to concessional rate of Central/State sales tax as per rules in force.

## **5.9 PERIOD OF VALIDITY OF BIDS**

5.9.1 The submission of any bid connected with these documents and specification shall constitute an agreement that the Bidder shall have no cause of action or claim, against the owner for rejection of

his bid. The owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the owner.

5.9.2 The bids shall be valid for a minimum period of 120 days (One hundred twenty) days from the date of opening Technical Bid or 90 (Ninety) days from the date of opening of Financial Bid wherever is later. Bids mentioning a shorter validity period than specified are likely to be summarily rejected / ignored.

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

#### **5.10 FORMAT AND SIGNING OF BID**

5.10.1 The bidder has to submit Earnest Money Deposit, Tender document fee and e-tender processing fee before opening of Technical bid as given in the NIT. The Technical bid and financial bid shall be submitted on the website <https://eproc.rajasthan.gov.in>.

5.10.2 All copies of the bid shall be typed or clearly hand written and shall be signed (all the pages) by a person duly authorized to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written confirmation as specified in the bidding document and shall be attached to the bid.

5.10.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.

#### **5.11 SIGNATURE OF BIDDER**

5.11.1 The bid must contain the name, address and place of business of the person or persons making the bid and must be signed and sealed by the Bidder under his usual signature. The name(s) of all the persons signing should also be typed or printed below the signature.

5.11.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership firm name, followed by the signature (s) and designation (s) of the authorized partner (s) or other authorized representative (s).

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

5.11.4 A bid 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.

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

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

5.11.6 Erasures or other changes in the bid documents shall bear the initials of the person signing the bid. Bids not conforming to the above requirements of signing shall be disqualified.

#### **5.12 DEADLINE FOR THE SUBMISSION OF BIDS**

5.12.1 Bids must be submitted by the bidders on the website <https://eproc.rajasthan.gov.in> at the address and no later than the date and time indicated in the NIT.

5.12.2 Any change in date of submission and opening of bids would also be placed on the JVVNL websites immediately. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.

5.12.3 The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **5.13 DELAYED/ LATE BIDS**

5.13.1 The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed date due to non-availability of / hanging of website at last moments. The date of submission of bids will not be extended if system is hang up in last hours or congestion.

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

#### **5.14 RECEIPT OF TENDERS/ BIDS**

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

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

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

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

#### **5.16 BID OPENING**

5.16.1 The designated Procurement Committee will perform the bid opening, which is a critical event in the bidding process.

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

5.16.3 All the bids received up to the specified time and date in response to all the bid inquiries shall be opened by the members of the designated Procurement Committee after entering their

corresponding credentials (login id and digital signatures) in the website <https://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.

5.16.4 All Envelopes containing financial/ technical bids shall be signed with date by the members of the Committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where 'a' denotes the serial number at which the bid envelop has been taken and 'n' denotes the total number of bids received by prescribed time.

5.16.5 First, envelopes marked "Cover-1" and "Cover-2" shall be opened.

5.16.6 Only the cover containing "Technical Bid" shall be opened first. The cover containing "Financial Bid" shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

## **6 EVALUATION AND COMPARISON OF BIDS**

### **6.1 GUIDING PRINCIPLE FOR EVALUATION OF BIDS**

**6.1.1** The tendering authority shall determine to its satisfaction whether the bidder that is selected as having submitted the best and substantially responsive bid is qualified to perform the Contract satisfactorily.

**6.1.2** The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder.

**6.1.3** An affirmative determination shall be a prerequisite for award of the Contract to the bidder. A negative determination shall result in disqualification of the bid, in which event the tendering authority shall proceed to the next best bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

**6.1.4** The tendering authority/ procurement committee, in observance of best practices, shall: -

- i. Maintain the bid evaluation process strictly confidential as per the details below.
- ii. Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
- iii. Strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.

### **6.2 CONFIDENTIALITY**

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

**6.2.2** Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.

**6.2.3** From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

### **6.3 CLARIFICATION OF BIDS**

**6.3.1** To assist in the examination, evaluation, comparison and post qualification of the bids, the tendering authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be in writing.

**6.3.2** Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the tendering authority shall not be considered.

**6.3.3** No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids.

### **6.4 DETERMINATION OF RESPONSIVENESS**

**6.4.1** The tendering authority's determination of the responsiveness of a bid would be based on the contents of the bid itself.

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

- ❖ "Deviation" is a departure from the requirements specified in the bidding document.
- ❖ "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document.
- ❖ "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

**6.4.3** A material deviation, reservation, or omission is one that,

- i. If accepted, would: -
  - a) Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
  - b) Limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights or the bidder's obligations under the proposed Contract; or
- ii. If rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.

**6.4.4** The tendering authority shall examine the technical aspects of the bid in particular, to confirm that all requirements of bidding document have been met without any material deviation or reservation.

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

### **6.5 NON-MATERIAL NON-CONFORMITIES**

**6.5.1** Provided that a bid is substantially responsive, the tendering authority may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.

**6.5.2** Provided that a bid is substantially responsive, the tendering authority may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

**6.5.3** Provided that a bid is substantially responsive, the tendering authority shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Evaluation and Qualification Criteria of this bidding document.

## **6.6 EVALUATION OF BIDS**

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

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

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

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

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

- ❖ In the case of Goods offered from within the tendering authority's country, all sales tax and all other taxes, applicable in the tendering authority's country and payable on the Goods if the Contract is awarded to the Bidder;
- ❖ In the case of Goods offered from outside the tendering authority's country, all customs duties, sales tax, and other taxes, applicable in the tendering authority's country and payable on the Goods if the Contract is awarded to the Bidder.
- ❖ Any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

## **6.7 EVALUATION OF TECHNICAL BIDS**

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

**6.7.2** 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 will be invited.



**6.7.3** 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.

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

**6.7.5** The Tendering Authority will carry out a detailed evaluation of the bids as per criteria in Eligibility Criteria mentioned in RFP on the basis of documentation enclosed along with the technical bid.

**6.7.6** 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.

#### **6.8 EVALUATION OF FINANCIAL BIDS**

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

**6.8.2** Conditional bids are liable to be rejected.

**6.8.3** The offers shall be evaluated and marked L1, L2 and L3 etc. L1 being lowest offer and then others in ascending order

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

#### **6.9 CORRECTION OF ARITHMETIC ERRORS**

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

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

#### **6.10 NEGOTIATIONS**

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

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

**6.10.2** Negotiations shall not make original offer of the bidder ineffective.

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

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

#### **6.11 DISQUALIFICATION**

**6.11.1** Tendering authority may at its sole discretion and at any time during the processing of bid, disqualify any bidder/ bid from the bid process if the bidder: -

- i. Any action on the part of the bidder to offer revision in the rates/prices and modification in technical or commercial substance of original offer, at their own.
- ii. Submission of any supplementary information unless & otherwise asked for at his own instance after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bid to the NIGAM at least for one year.
- iii. In case of bidder not furnishing the desired information in the desired format the bid/offer may be rejected/non-responsive.
- iv. In case of bidder not able to produce the original certificate as asked by JVVNL, the bid/offer may be rejected/non-responsive.
- v. In case of bidder not furnishing the original physical bid before opening of financial bid in the desired format the bid/offer may be rejected/non-responsive.
- vi. In case of bidder not adhering to the format of financial offer given with this document the bid / offer may be rejected / non-responsive.

- vii. In case of any foot note or explanatory statement in the financial offer the bid/offer may be rejected/non-responsive.
- viii. In case of any cover letter with financial offer comprising any supplementary statement or discount or any condition the bid / offer may be rejected / non-responsive.
- ix. In case of any miss apprehension at bidder level which consequent to wrong price bidding , JVVNL reserve the right to reject the bid or take necessary loading / unloading to arrive the correct price as per aspersion of JVVNL / tender specification. Accordingly the bidders are advised to ask to clarify about any mis-apprehension before bidding. No excuse shall be considered in this regard.
- x. Does not meet the minimum eligibility criteria as mentioned in the bidding document.
- xi. During validity of the bid or its extended period, if any, increases the quoted prices.
- xii. Has imposed conditions in his bid.
- xiii. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- xiv. Has submitted the bid after due date and time.
- xv. **Has been blacklisted from the Government of Rajasthan or Rajasthan Discoms**, for which they have to furnish an undertaking.
- xvi. If bidder hides any facts in this regard an appropriate action shall be taken and EMD shall be forfeited.
- xvii. Has submitted bid which is not accompanied by required documentation and Earnest Money Deposit (EMD).
- xviii. Has failed to provide clarifications related thereto, when sought.
- xix. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- xx. Who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.

**6.11.2** Tendering authority's Right to accept/ Reject any or all of the Bids. The tendering authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the bidders or any obligation to inform the affected bidder or bidders of the grounds for the owner's action.

**6.11.3** Note: Bidders may specifically note that while processing the bid documents, if it found expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to

form a cartel resulting in delay/ holding up the processing of bids then the bidders so involved are liable to be disqualified for the contract as well as for a further period of two years from participation in any of the bids floated by any department, Govt. of Rajasthan. It may also be clarified that if need arises then Tendering authority would go in for appointment of outside party(s) to undertake the work under the captioned bid.

## **7 AWARD OF CONTRACT**

### **7.1 ACCEPTANCE OF THE TENDER/BID AND NOTIFICATION OF AWARD**

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

**7.1.2** The tendering authority shall award the Contract to the bidder whose offer has been determined to be substantially responsive and technically and commercially qualified as per the bidding document, provided that the bidder is determined to be qualified to perform the Contract satisfactorily.

**7.1.3** The tender sanctioning Procurement Committee after due consideration of bids, their conditions, financial implications, seeing samples, test reports, if any, discussions with the bidders about important features of their articles, etc., shall take decision regarding acceptance or rejection of the bid.

**7.1.4** Decision on bids shall be taken within original validity period of offers which shall be kept up to 180 days from the date of opening of financial bids. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.

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

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

**7.1.7** The acceptance of the bid shall also be placed on website of JVVNL for general information to all.

**7.1.8** The EMD of the bidders who are not qualified for opening of price bids shall not be accepted and shall be refunded immediately after opening of financial bid. However the EMD of technically qualified bidders shall be refunded after the agreement with the successful bidder is executed and his performance security deposit is obtained. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

### **7.2 SIGNING OF CONTRACT**

**7.2.1** Promptly after notification of award, the tendering authority shall send to the successful bidder the Contract Agreement and the "Special Conditions of Contract".

**7.2.2** Within fifteen (15) days of receipt of the Letter of Intent/ Work Order from the tendering authority, the successful bidder shall sign, date, and return the Contract Agreement to the tendering authority.

### **7.3 PERFORMANCE / SECURITY DEPOSIT (PBG / SBG)**

**7.3.1** Within fifteen (15) days of the receipt of notification of award from the tendering authority, the successful Bidder shall furnish the Performance / Security Deposit (PBG / SBG) in accordance with the provisions under the “General Terms & Conditions” of the Contract as mentioned in this bidding document.

**7.3.2** Failure of the successful bidder to submit the aforementioned deposit / guarantee or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation/ termination) of the award and forfeiture of the EMD. In that event the tendering authority may award the Contract to the next best bidder whose offer is substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.

### **7.4 RESERVATION OF RIGHTS**

**7.4.1** To take care of unexpected circumstances, JVVNL shall reserve the rights for the following:

- i. Extend the closing date for submission of the bid proposals.
- ii. Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.
- iii. Allow to change its Technical proposal before opening of price bid to all bidders and
- iv. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bid has been invited or distribute items of stores to more than one bidder.
- v. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
- vi. Seek the advice of external consultants to assist JVVNL in the evaluation or review of proposals.
- vii. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
- viii. Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.
- ix. Note: Direct or indirect canvassing on the part of the bidder or his representative would be a disqualification.

### **7.5 RE-INVITATION OF TENDERS/ BIDS**

Re-invitation of bids would generally be avoided by the tendering authority. However, in case, higher prices than prevalent market rates have been received in the bidding process or considerable changes in specifications, terms and conditions are required to be made as a result of discussion in pre-bid conference or otherwise, re-invitation of bids shall be done.

## **SECTION –II: TERMS & CONDITIONS**

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

### **1. DEFINITION OF TERMS:**

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

1.1.1. The “JVVNL” shall mean the JAIPUR VIDYUT VITRAN NIGAM LIMITED represented by Chairman/ Managing Director and shall include their legal personal representative, successors and assignees. The “Customer” or “Owner” or “Purchaser” shall mean “JVVNL”.

1.1.2. The “Tenderer”/ “Bidder” shall mean and include one or more persons or any firm or any company or body in corporate who has submitted the tender in response to “Invitation of Tender”.

1.1.3. The “Agency”/“Vendor”/ “Contractor” shall mean the tenderer who’s tender has been accepted by the “JVVNL” and shall include the tenderer heirs, legal representative, successors and assignees approved by the purchaser.

1.1.4. The “Chairman/Managing Director” shall mean the Chairman/Managing Director, JVVNL, Jaipur.

1.1.5. The “Engineer” shall mean the Chief Engineer, Dy. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, JVVNL, Jaipur or other Engineer or Officer for the time being or from time to time duly authorized and appointed in writing by the customer to act as engineer or Inspector for the purpose of the contract. In case where no such engineer has been so appointed, the word “Engineer” shall mean the JVVNL or his duly authorized representative.

1.2. “Works” mean and include the work or works to be done by the contractor under the contract.

1.2.1. The “Contract” shall mean and include the following:

- i. Invitation of tender.
- ii. Complete tender specification.
- iii. Complete tender specification including schedule of prices. Bidders’s proposal including prices offered.
- iv. Earnest Money Deposit
- v. Letter of Intent and it’s acknowledgement,

- vi. Formal Work order,
  - vii. Special Instructions,
  - viii. Site Conditions,
  - ix. Specific conditions, schedules and Schedule.
  - x. Addenda that may hereafter be issued by the purchaser to the contractor in the form of letter and covering letters and schedule of prices as agreed between the contractor and the purchaser.
- 1.2.2. The “Specification” shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the Schedule thereto, if any.
- 1.2.3. The Month shall mean, English calendar month i.e. period of 31/30 days and week shall mean a period of 7 days.
- 1.2.4. The “Site” shall mean the place or places named in the contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.
- 1.2.5. “Letter of Intent” shall mean the customer’s letter conveying his acceptance of the tender subject to such reservations as may have been stated therein.
- 1.2.6. The “Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.
- 1.2.7. Formal work order shall mean the customer’s letter which may be issued in the way of letter of intent containing detailed terms and conditions of the work and such other particulars which the customer may like to convey to the contractor pending execution of a formal written agreement.
- 1.2.8. “Writing” shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
- 1.2.9. The Work “Codes” shall mean the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made there under applicable in the State of Rajasthan on the date of letter of intent with such special modification thereof as may be specially stipulated by competent State Authorities i.e. Chief Electrical Inspector of Rajasthan.
- 1.2.10. Works importing “PERSON” shall include firms, Companies, Corporations and other bodies whether incorporated or not.
- 1.2.11. Words importing the singular only shall also include the plural and vice version where the context requires.
- 1.2.12. Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897).

## **2. PERFORMANCE BANK GUARANTEE / DEPOSIT (PBG):**

A Performance Bank Deposit/Guarantee equivalent to 5% (Five percent) of the contract value less amount of earnest money deposited in cash or by crossed Bank Draft or by way of Bank Guarantee from any scheduled Bank in the prescribed proforma (In case of BG the amount of earnest money will be refunded) on a Rajasthan State Non judicial stamp paper of Rs. 100.00 duly authenticated by the issuing Banker.

- 2.1. Such Bank Guarantee should be remain valid for 48 months after commencement of first consignment.
  - 2.2. The B.G. is to be furnished in whole Rupees with validity upto last day of required calendar month. Bank commission charges or any other charges, if any, shall be to the Contractor's account.
  - 2.3. "In case of invocation of Bank guarantee issuing Bank must authorize for entertaining the case at the sister branch located in Rajasthan". The Bank guarantee must be from any Nationalized/Scheduled Bank.
  - 2.4. The vendor may furnish Bank Guarantee on stamp paper of native state provided the vendor shall furnish a certificate of Banker that the stamp duty has been paid as per prevailing rules of that state.
  - 2.5. Unless otherwise specifically required to be retained/forfeited by the NIGAM, the Performance deposit / Guarantee shall be refundable on request of the contractor after 18 months on completion of contract to the satisfaction of the NIGAM.
  - 2.6. If the contractor fails or neglect to observe or perform any of his obligation under the contract, it will be lawful for the NIGAM to forfeit either in whole or in part at his absolute discretion, the Security deposit furnished by the contractor.
  - 2.7. If the contractor fails to provide the Performance bank Guarantee / Deposit within the period specified, such failure shall constitute a breach of the Contract and the NIGAM shall be entitled to make other arrangements at the risk and expenses of the contractor and the Earnest money deposited by the Contractor shall stand forfeited by the NIGAM.
- 3. SECURITY BANK GUARANTEE / DEPOSIT (SBG):** A Security Deposit/Guarantee equivalent to 2% (two percent) of value less amount of earnest money deposited, ( if vendor deposited security deposit in cash) within 15 days of receipt of work order, in cash or by crossed Bank Draft or by way of Bank Guarantee from any scheduled Bank in the prescribed proforma (In case, vendor furnishes the BG instead of cash deposit the amount of earnest money will be refunded) on a Rajasthan State Non judicial stamp paper of Rs. 100.00 duly authenticated by the issuing Banker.

This Bank Guarantees is to remain valid for a period of 18 months from the date of award of contract in the first instance and may have to be extended if desired . This bank guarantees shall be released after 6 months of complete installation.

**4. CONTRACTOR TO INFORM HIMSELF FULLY**

The Contract shall be considered to have come into force from the date of the issue of Letter of Intent / Letter of Award. The contractor shall be deemed to have carefully examined the General Conditions, specifications, schedules and drawings also to have satisfied himself as the nature and character of the work to be executed and where necessary, of the site conditions and other relevant matters and details. Any



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

#### **5. CONTRACT DOCUMENTS AND AGREEMENTS**

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

- ❖ Contract agreement along with letter of Intent.
- ❖ Work order and its Schedule.
- ❖ Complete specifications.
- ❖ Bid proposal form and its schedules including price schedule and completion schedules.
- ❖ Power of Attorney in favour of the signatory.

**6. QUANTITIES:** - The quantities/ items indicated in the accompanied schedules are only provisional. Further the owner reserves the right to increase or decrease the quantity of Scanners required as specified in the accompanying technical specifications as may be necessary, at the time of award of contract or during the execution of the contract.

#### **7. DEDUCTION FROM CONTRACT PRICE**

All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be billed by the owner to the contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the owner may then deduct the amount, from any payment due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims.

#### **8. GRAFTS AND COMMISSIONS ETC.**

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

#### **9. INSURANCE:**

- 9.1. The Clause entitled 'Insurance' under this section covers the additional insurance requirements for the portion of the works to be performed at the site.
- 9.2. The contractor shall take necessary insurance against loss, damage, theft, pilferage, fire, accident and damages during transit from stores to site for all the materials/good either belonging to him or issued to him by the NIGAM for the purpose of execution of work. The insurance shall also cover for loss, damage, accidents occasioned by the contractor in the course of operation carried out by him for the purpose of complying with his contractual obligations thereof. The insurance shall cover the entire cost of materials, collected cash on comprehensive basis during the entire period of contract.
- 9.3. The agency shall take necessary insurance against loss, damage, fire, accidents and damages occasioned by the agency in the course of operation carried out by him for the purpose of complying with his contractual obligations thereof.
- 9.4. The insurance as per this clause No 13 shall be in the joint names of the JVVNL and the agency, so that the JVVNL and the agency are covered for the entire period of contract from the commencement of the contract and shall remain valid up to 30 days from the date of handing over all the works completed in all respects JVVNL.
- 9.5. It will be the responsibility of the agency to lodge, pursue and settle all claims (for all the equipment and cash collected including items provided by JVVNL) with the insurance company in case of any damage, loss, or fire and the JVVNL shall be kept informed about it. The losses, if any, will have to be borne by the

agency if the claims are not lodged and pursued properly in time or if the insurance company does not settle the same.

9.6. The agency shall replace the lost/damaged materials promptly irrespective of settlement of the claims by the underwriters and ensure the work progresses as per the agreed schedule(s).

9.7. The agency shall also ensure the following: -

- ❖ The insurance premium should be one time paid basis.
- ❖ Deductible franchise should be minimum as per insurance rules. In case of any loss to the extent of deductible franchise, the same shall be borne by the agency.
- ❖ The insurance should be valid from the date of start of work and shall remain valid up to 30 days from the date of handing over of the work to the concerned superintending Engineer (O&M).
- ❖ Insurance policy shall be in joint name of Jaipur Vidyut Vitran Nigam Limited and agency.
- ❖ The agency shall furnish computerized and stamped insurance policy. Insurance cover shall not be acceptable.
- ❖ A copy of insurance policy shall invariably be furnished to the Chief Engineer (O&M), Jaipur Vidyut Vitran Nigam Limited, Jaipur.

**9.8. THIRD PARTY INSURANCE:**

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

**9.9. REMEDY ON AGENCY'S FAILURE TO INSURANCE:**

If the Agency shall fail to effect and keep in force insurance referred in this specification hereof or any other insurance which he may be required to effect under the terms of contract then the JVVNL may effect and keep in force any such insurance and pay such premium(s) as may be necessary for that purpose and from time to time deduct the amount so paid by the JVVNL as aforesaid from any money due or which may become due to the Agency or recover the same as debt from the Agency.

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

10.1. The Agency shall be liable for and shall indemnify the JVVNL in respect of all injury to person or damage to property resulting from the negligence of the Agency or his workman or from defective work but not from any other cause.

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

#### **11. CONTRACT AGREEMENT:**

- 11.1. The agency will have to enter into an agreement with JVVNL to be known as "Contract Agreement" setting out all terms, and conditions including those mentioned in this terms & conditions for the proposed work.
- 11.2. The agreement shall set out specific events of default that will entitle the innocent party to terminate the agreement. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.
- 11.3. Agency shall indemnify JVVNL against any claims, demands, costs and expenses whatsoever which may be made against it, because of failure of the Agency or its representatives in the performance of their duties and negligence, any accident or injury to any person.

#### **12. FALL BACK ARRANGEMENT:**

Provision shall be made in the agreement that in the event of failure of the Agency to fulfill its obligations, duties and responsibilities as per the agreement terms, JVVNL shall interalia have the right, at any time to resort to fall back arrangement. Under this plan, JVVNL shall take charge of all facilities and supplies whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient, the Agency shall pay the difference to JVVNL, failing which JVVNL shall have right to recover the sum through legal or other means.

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

**13. GOVERNING LAWS AND JURISDICTION:**

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

**14. JURISDICTION FOR LEGAL PROCEEDINGS:**

The contract shall be governed by the laws of India for the time being in force and be subject to the court of competent jurisdiction at JAIPUR CITY (RAJASTHAN) INDIA. All disputes, differences questions whatsoever arising between the JVVNL and the agency upon or in relation to or in connection with the contracts shall be deemed to have arisen at JAIPUR CITY only and no court other than court at Jaipur, Rajasthan shall have jurisdiction to entertain or try the same.

**15. SETTLEMENT OF DISPUTES:**

In any time any question, dispute or difference what so ever which may arise between the JVVNL and the agency, the same shall be decided by settlement committee constituted for the purpose.

The Settlement committee(s) have been constituted to settle the disputed purchase cases where the firm(s) do not agree with the Nigam viewpoint and have given their representations.

The settlement committee(s) will be empowered to decide disputed cases. The committee is also authorized to settle such cases which are sub-judice in case firm make formal request in this regard. In case of disagreement amongst committee members, the case with full details shall be put-up before the next level committee for decision.

(a) For settlement, firm shall furnish in writing their representation indicating the details of dispute / grievances alongwith requisite settlement fee within a period of 6 months after receiving communication form IT Wing giving rise to cause of dispute/ grievances. Appeal against any decision of settlement committee can be filed within three months from the date of conveying such decision to the firm.

(b) The requisite fee either in cash/ demand draft/ pay order to be deposited to the Sr. Accounts Officer(TW), JVVNL, Jaipur alongwith detailed representation for various settlement are detailed as under :-

- |   |           |
|---|-----------|
| (i) For CE Level Settlement Committee<br>(Cases upto Rs.2.5 Lac)  | Rs.1000/- |
| (ii) For Nigam Level Settlement Committee<br>(Cases above Rs.2.5 Lac and Appeal Against CE level Committee) | Rs.3000/- |
| (iii) For review of decision of Nigam Level<br>(Settlement Committee by BOD)                                | Rs.5000/- |

**16. CONDUCT OF AGENCY'S STAFF:**

If any of the Agency's employees shall in the opinion of JVVNL is guilty of any misconduct or incompetence or negligence, then if so directed by JVVNL, the Agency shall at once remove such employee and replace him by a qualified and competent substitute.

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

**18. TENDER FORMS AND ACCEPTANCE OF TENDER:**

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

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

**19. FORCE MAJEURE CONDITIONS:**

If at any time during the currency of the contract the performance in whole or in part be prevented or delayed by reason of any war hostility acts of public enemy, civil commotion, sabotage, fire floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of god (hereinafter referred to as Events) then provided Notice and adequate proof of the production/dispatch having suffered on account of these events is given within 21 days from the date of occurrence thereof the provision of penalty Clause of this specification shall not be invoked by the purchaser provided further that the deliveries under the contract shall be resumed, as soon as practicable after such event (s) has ceased to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that in case the strike/lockout prolongs beyond a period of seven days, the supplier shall immediately inform about to the purchaser in which case the purchaser reserves the right to procure the material equipment on order or part thereof from any other source at the risk and cost of the supplier.

**20. CONTRACTOR'S DEFAULT:**

20.1. If the contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the nodal officer/ representative of Discom in connection with the works or shall contravenes the provisions of the contract, the owner may give notice in writing to the contractor make good the failure, neglect or contravention complained of.

Should the contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the owner shall think fit, it shall be lawful for him without prejudice to any other right he may have under the contract, to take the works wholly or in part out of the contractor's hands and re - contract with any other person or persons complete the works or any part thereof and in that event the owner shall have free use of all contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the contractor over the same, and the owner shall be entitled to retain and apply any balance which may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the contractor shall have to pay if the completion of works is delayed.

20.2. In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works .The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

#### **21. COMPLETENESS OF CONTRACT:**

The contract shall be considered completed on termination of the contract period after full handing over of data, documents or material as per clause 3 of this section and clearing all dues towards the agency.

#### **22. INSPECTIONS AND TESTING:**

- I. All the Scanners which will be supplied and installed shall undergo Pre Dispatch Inspection by JVVNL at supplies premises preferably at manufacturing site. **Before supply of items, clearance from JVVNL is required. The agency will have to request JVVNL in writing for inspection and testing.**
- II. The designated officer/ representative of Discom shall on giving seven days, notice in writing to the contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject any drawing and all or any plant, or workmanship connected with such work which in his opinion are not in accordance with the contract or are in his opinion defective for any reason whatsoever.
- III. The tenderer shall state in his tender the places of manufacture testing and inspection of various equipments offered by him. Unless specifically provided otherwise all tests shall be made at the contractor's works before shipment
- IV. The vendor shall intimate at least 15 days in advance through notice(s) about the readiness of material for dispatch commensurate with specific delivery schedule so as to enable the purchaser to depute his

representative for inspection testing and checking of the material/equipment. For this purpose the date of receipt of the letter in the office of the purchasing authority shall be deemed as the date of call for inspection and not the date mentioned in the letter and the date of dispatch. In case, material/equipment is not found ready by the representative of the purchaser deputed for inspection to with tolerance of (-) 10% or if the inspection is not got carried out by any, the extent of the quantity indicated in the inspection call reasons on account of the supplier an amount of Rs.1500/- only for the supplier's work located in Rajasthan and an amount of Rs.3000/- only for the Supplier's works located outside Rajasthan will become payable by the supplier on this account to the Sr. Accounts Officer(TW), JVVNL, Jaipur. The supplier will deposit the amount with the Sr. Account Officer (TW), JVVNL, and Jaipur immediately under intimation to this purchasing authority, failing which the subsequent call for inspection shall not be entertained.

- V. In all cases where the contract provides for tests, whether at the premises of works of the contractor of any sub or contractor, test at site the contract or except where otherwise specified shall provide free of charge of the purchaser, such lab our, materials electricity fuel water, stores apparatus and instruments as may reasonably be demanded to carry out efficiently such tests of the plant, in accordance with the contract and shall give facilities to the engineer of his authorized representative to accomplish such testing.
- VI. The purchaser reserve to him the right of having any inspection of special test of a reasonable nature at contracts premises or at sites in addition to those prescribed in applicable standards and the enclosed technical specification.
- VII. The vendor shall also furnish the latest calibration certificate of the testing instruments/equipment used for the testing of the materials/equipments as covered in the purchase order, to the inspecting officer. The supplier from time to time from the manufacture of the testing instruments should be calibrated the testing instruments/machines or any Govt. recognized testing laboratory. The calibration certificate should not in any case, be older than one year at the time of presenting the same to the Inspecting Officer. In case however, the supplier fails to comply with the conditions as aforesaid, a certificate in writing of the inspector/representative of the purchaser that the supplier has failed to provide the facilities shall be conclusive.
- VIII. Unless the inspection is specifically waived no material shall be dispatched without inspection and clearance for dispatch by the purchase's representative.
- IX. The purchaser reserves the right to reject all or any part of the material being manufactured of awaiting dispatch, due to any defect or deviations from the standard specifications prescribed as observed during the Inspection. In case of any dispute/difference in this regard the decision of the Chief Engineer shall be final and binding.



- X. The purchaser also reserves the right to get the material/equipment tested in any recognized Government Laboratory & claiming any compensation or rejecting the material/equipment, if not found in accordance with the specification. All charges consequent to such rejection and replacement/rectification shall be borne by the supplier.

**23. SALES-TAX / SERVICE TAX :**

The payment of State Sales tax / Service tax/Central Sales tax / Service tax shall be made only on furnishing the following certificate, which may be affixed on the bills preferred, or the material Supplied.

**23.1. SALE TAX / SERVICE TAX CERTIFICATE**

23.1.1. Certified that the goods on which sales tax / Service tax / Service tax has been charged have not been exempted under the central sales-tax act / state sales-tax act / Central Excise Tax act and that the charges on account of sales-tax on these goods are correct under the provisions of the relevant act or the rules made there under and that in case of supplies against regular contract, the relevant contractor also includes a specific provisions that the sales-tax is payable by the J.V.V.N.L.

23.1.2. Certified further that we-----are registered as dealers in the state of-----under registration No. -----for the purpose of Central/State Sales-Tax/ Central Excise Tax.

23.1.3. Certificate for RST as per Rajasthan Sales tax / Service tax Act and (c) form(s) as per Central Sales-Tax Act will be issued by the Account Officer (Proc.1), JVVNL, Jaipur to the supplier on his request on completion of the entire supplies under order and on furnishing the copies of the relevant invoices together with the above declaration certificate.

23.1.4. In no circumstances certificate for RST and "C" form shall be issued along with letter of acceptance/purchase order and shall not be demanded by the supplier through bank on presentation of the dispatch documents.

23.1.5. In case the sales-tax assessment of the supplier(s) become due become completing the entire supplies against the order, certificate for RST and C Form (s) for the supplies made shall be issued on specific request of the supplier made at least 10 days before the due date of sales-tax assessment on fulfilling the requirement of sub Clause(s).

**24. MODE OF PAYMENT:**

24.1. The invoices shall be correctly prepared in quadruplicate in the name of consignee(s)/ designated officer and shall be submitted as under:

24.1.1. The agency shall furnish the Sub Division wise bills against supply. After verification, the same will be sent to Accounts Officer (CPC) of respective Discoms. The payment shall be paid on or after 30th days from the date of receipt of invoices to A.O. (CPC) of respective Discoms.

24.1.2. The Accounts Officer (CPC) of respective Discoms after receiving the verified bills from the officer designated, will arrange the payment accordingly.

24.2. Following documents shall be submitted along with the invoice:-

- a. A certificate/undertaking to the effect that proof of excise duty/ Service charges at actual as has been claimed and other relevant documents for reimbursement of charges paid by the supplier on behalf of the purchase, have been enclosed with the original invoice.
- b. Manufacturer's /Contractor guarantee certificate for quality and genuine certificate (one time only).
- c. Acceptance letter of contract agreement, PBG/SBG and clearance from SE (IT) about commencement of payment (one time only).

**25. TERMS OF PAYMENT:**

- 25.1. The payment (likely Sub Division wise) shall be made on for supply and all other activities under the scope of the contract.
- 25.2. The vendor shall be eligible for 90% payment of total value of supply plus full value of sales tax / service tax etc. within 30 days from the date of supply and installation at site verified by Rajasthan Discoms. The equipments shall be delivered at each sub-division or as instructed by Rajasthan Discoms. The payment shall be released on or within 30 days from the date of receipt of verified invoices/challan by A.O.(CPC) centralized payment cell of respective Discoms.
- 25.3. The balance 10% payment of total value of supply will be released after successful completion of Onsite warranty period of total 5 years, after deducting penalties, if any.
- 25.4. For the delayed payments, if any, the Owner will not pay any interest.

**26. SUSPENSIONS OF WORKS:**

The purchaser shall not be liable to pay the contractor any compensation whatsoever arising from suspension or for idle labour.

**27. DEATH BANKRUPTCY ETC.:**

- 27.1. If the contractor shall die or dissolve or commit any act or bankruptcy or being a corporation commence to be wound up except for reconstruction purpose or carry on hits, business under a receiver, the executors successors, or other representatives in law of the state of the contractor or any such receiver, Liquidator, or any persons to whom to the contract may become vested shall Forth with given notice thereof in writing to the purchaser and shall for one (1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the contractor subject to his or their providing such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining relieve unexecuted provided however that nothing above said shall be deemed to relieve the contractor or his successors of his or other their obligations under the contract

under any circumstances. In the event of stoppage of the work the period of the option under this clause shall be seven (7) days only. Provided that, should the above option be not exercised, the contract may be terminated by the purchaser by notice in writing to the contractor and the same power and provisions reserved to the purchaser in clause 3 in the event of taking the work out of the contractor's hand's shall immediately become operative.

27.2. Change of name of the tenderer/supplier at any stage after tendering, the purchaser shall deal with the contractor only in the name and at the address under which he has submitted the tender. All the liabilities/responsibilities for due execution of the contract and if in circumstances he shall be relieved of any obligation under the contract. The purchaser may, however at his description deal with Agents/Representatives/Distributors/Manufacturers/ Associates Principals/ Sister Concerns and such dealing shall not absolve the supplier(s) from his responsibilities/obligations/liabilities so the purchaser under the contract. Any change/alteration of name/constitution/organization of the supplier shall be duly notified to the purchaser, and the purchaser reserves the right to determine, the contract, in case of any such notification in the event of such determination the purchaser may effect the purchase of the material not supplied from elsewhere at the risk and cost of the tenderer/supplier.

**28. GUARANTEE:**

The supplied items should be guaranteed for satisfactory operation and good workmanship at least for a period of 5(Five) years from the date of last consignment of equipment.

**29. FAILURE TO EXECUTE THE CONTRACT:**

Suppliers failing to execute the order placed on them to the satisfaction of the Nigam under terms and conditions set forth therein, will be liable to make good the loss sustained by the Nigam, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Liquidated Damages and forfeiture of security deposit.

**30. NON-ASSIGNMENT: -**

The supplier shall not assign or transfer the contract or any part thereof to any agency/ personal during the currency period.

**31. EFFECTING RECOVERIES:**

Any loss, arising due to non-fulfillment of this contract or any other contract, will be recovered from the Security & Performance Deposit/ Guarantees held and or any other amount due to the supplier from the Nigam from this Contract as well as from other contracts.

**32. ACCEPTANCE OF CONTRACT:**

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

**33. LIQUIDATED DAMAGES AND PENALTY:**

33.1. The following penalties shall be applicable

33.2. Delay in supply: 0.5% of item (unit) cost per week and part thereof. If delay is more than 1 month in the commencement of supply than the work order may be cancelled. Total penalty will not exceed 20 % of the unit item cost. The date of scheduled commencement specified in the work order shall be reckoned for the purpose of cancellation of penalty.

33.3. In case of bidder's failure as per clause 3.2.3 (of Section-IV: Scope of work) a consequence loss (liquidated damage) each failure shall be levied @ 1% per week of the device value up to a period of 4 weeks. If the bidder fails to rectify the problem in the stipulated time of above said 4 weeks, consequence loss (liquidated damage) each failure shall be levied @ 2% per week of the device value and the warranty period will also be extended for additional delays.

**34. REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS:**

Notwithstanding anything contained in the above liquidated damages clause when the whole or part of the supplied by the supplier are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials / equipments installed shall be rectified within 72 hours from the date of intimation/ information from the system of defect/damage either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgement. If the defects or damages are not rectified or replaced within this period, the vendor shall pay a sum towards liquidated damages as per liquidated damages clause given above, for the delay in rectification/replacement of the defects or damages. Though all substations are manned by Nigam employees/staff, the substation attendant of the utility shall ensure the proper upkeep of the system at field; however, contractor shall monitor the same for operational defects.

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

36. **GUARANTEED PARTICULARS:** The tenderer shall furnish all the particulars of the materials offered against this specification. Unless full details are furnished, the tender may not be considered.
37. **PACKING:** The packing may be in accordance with the manufacturer's standard practice. The contractor should however ensure that the packing is such that the materials reach their destination without damages after transport by Rail or Road
38. **DESPATCH OF MATERIALS:** Manufacturing of equipments should be started only after approval of the samples. Dispatch of items should be done only after approval of test certificates. The consignees in the dispatch instructions will intimate the railway destination and the name of the officers to who advance intimation regarding dispatch to be sent.
39. **EQUIPMENTS/MATERIALS AND WORKMANSHIP**
- 39.1. All the equipments shall be of the best class and capable of satisfactory operation in the tropics with humid atmospheric conditions without distortion or deterioration. Unless otherwise specified the equipment shall conform to the requirements of the appropriate Indian or I.E.C. or other national Standards. Where a specification covering the equipments in question has not been published, the tenderer should specify to what extent they would be in a position to accept the various provisions in the specification.
- 39.2. The workmanship shall be of the highest grade and the entire construction in accordance with the best modern practice. The whole of the work shall be of the highest class throughout well finished and of approved make. The entire design and construction shall be capable of withstanding the severest stresses likely to occur in actual service and of resisting rough handling during transport.
- 39.3. The equipments should be designed to facilitate inspection and repairs and to ensure satisfactory operation under atmospheric conditions prevailing at site.
- 39.4. The design shall incorporate every reasonable precaution and provisions for the safety of all those concerned in the operation and maintenance.
40. **CAPACITY TO MANUFACTURE AND SUPPLY**
- 40.1. In order to satisfy the Purchaser that the person/firm tendering is technically and financially capable of executing the proposed order for the Materials/Equipment/Plant Covered by the specification, the tenderer shall furnish evidence to this effect in the relevant schedule. In the said schedule the tenderer is required to furnish information about the list of orders secured, supplies made, orders in hand/pending to be executed together with manufacturing capacity of the plant of the OEM and works and testing facilities available. He may also furnish any other information in this regard, which according to him qualifies him for getting the order.

- 40.2.** In case the Purchaser desires to examine and inspect through the representative(s) the said equipment and/or the works of the tenderer or his associate, necessary facilities for the same shall be timely arranged by the tenderer.
- 40.3.** The tenderer shall furnish a copy of his latest Balance-Sheet for past 3 financial years as evidence to capacity to manufacture and or supply.
- 41. PRICES**
- 41.1.** All rates prices must be quoted for delivery F.O.R. Destination unless otherwise specifically indicated in Schedule of Prices, requirement and desired deliveries, the materials shall be required to be dispatched to any Railway Station or any other destination(s) in Rajasthan ( not below the Sub division level).
- 41.2.** The rates of the following should be indicated separately
1. Ex-works prices including packing & forwarding charges
  2. Excise Duty
  3. Central/State Sales tax
  4. Insurance Charges
  5. Freight Charges
  6. Any other local duty/taxes
- 41.3.** The rates/prices quoted shall be firm in all respects and independent of any variations on account of the following
1. Cost of raw material
  2. Duties and taxes on raw material(s)
  3. Exchange Rate
  4. Labour Charges
  5. Transportation Charges
  6. Insurance Charges
- 41.4** The rates/prices shall be quoted in the manner as desired in the schedule of prices.
- 41.5** Any financial offer containing prices not quoted in the manner prescribed under the above sub-clause (a) to (e) is liable to be ignored
- 41.6** No representation from successful tenderer for enhancement of rates, deviation in terms & conditions once accepted within the validity period of his offer will be considered
- 42. SAMPLES :** The tenderer shall furnish the samples of the material/equipment to be supplied. The purchaser will not be responsible to accept any cost involved in furnishing the sample(s). Samples of the

unsuccessful tenderers will be returned provided the sample(s) is/are not damaged/broken during transit/testing etc. if any. Such samples will be collected back by the unsuccessful tenderers from the office/stores of the purchaser.

**43. CLIMATIC CONDITIONS:**

The system are for use in Jaipur Discom and should be satisfactory for operation under tropical conditions in the area of Jaipur Discom and shall be able to maintain the desired output and withstand a wide range of temperature & climatic experience in Jaipur city.

- ❖ The ambient temperature will be within the range of 0 Degree Centigrade to + 55 Degree Centigrade.
- ❖ The altitude will be less than 500 meters.
- ❖ The maximum & minimum atmospheric humidity will be in the range of 95% & 10 % respectively.
- ❖ Average Number of thunderstorm days per annum is 65.
- ❖ Average Number of dust storm days per annum is 15.
- ❖ Average Number of rainy days per annum is 65.
- ❖ Average annual rainfall is 100 cm.
- ❖ The climatic conditions are prone to wide variation in ambient condition and equipments offered under this specification shall be suitable for installation at any of the location within jurisdiction of JVVNL.

## **SECTION –III PART-I: PRE-QUALIFICATION REQUIREMENT**

### **7. INTRODUCTION:**

This section covers the minimum requirement with respect to experience, capability and other particulars of the bidder to be considered eligible for participation in the bid for the proposed work. The BIDDER shall become eligible to bid on satisfying the following “BID QUALIFICATION REQUIREMENTS” and on production of the required documentary evidences along with the Tender.

### **2. BID QUALIFICATION REQUIREMENTS:**

The Bidder must possess the following requirements. It is clarified that the offer of those bids who do not qualify the following requirements shall not be entertained and the same shall be considered as disqualified. It is also intimated that merely meeting the following requirements does not indicate that the Bidders shall be short listed for opening of financial bid. The short listing shall be made considering all the technical parameters furnished by the Bidder along with the technical offer:

- 2.1. The bid must be made by a single Bidder.
- 2.2. The bidder should be either manufacturer C&F authorized distributor of manufacturer. In later case manufacture Authorization form to bidder should be enclosed with the offer.
- 2.3. The bidder should have been in the business of manufacture/supply/operation & maintenance of Computers/Scanners etc since last 5 years effective from Jan-13 and should have supplied 2000 Nos. of Scanners during last three financial years i.e. 2010-11, 2011-12, and 2012-13. The necessary proof for the above shall be enclosed. The bidder shall submit self attested copies of the PO's / relevant documents to establish the facts. In case the bidder is not a manufacturer, theses details shall be applicable for manufacturing company whose equipment is being offered.
- 2.4. The manufacturing company must possess ISO 9001:2008 for manufacturing relevant equipment.
- 2.5. Annual turnover of the bidder should not be less than Rs.2 (Two) crores in any of last three financial years. Certified balance sheet for the same has to be attached.
- 2.6. The Bidder should have reputed background and should be established in business at least for the past 5 years. Necessary certificate is to be enclosed.
- 2.7. Bidder should not be blacklisted from the Government of Rajasthan or Rajasthan Discoms.

THE OFFERS OF BIDDERS NOT SATISFYING THE ABOVE “BID QUALIFICATION REQUIREMENTS” LIKELY TO BE REJECTED

### **3. QUALIFICATION CRITERIA:**

Qualification will be assessed in following two stages.

- (i) Ascertaining the qualification requirement as per clause No.2.



(ii) If the bidder is found to be qualified on above QRs then the sample furnished by the bidders shall be examined by the bidder shall be examined for its compliances on technical and performance ground.

(iii) Other requirements : Infrastructure & Technology Availability :- The Bidder should confirm that he will own or have assured access to [through hire, lease, purchase agreement or other means] sufficient number of equipment adequate technology for smooth & speedy execution of all activities of the proposed work. The Bidder should spell out the details of infrastructure facilities and technology he shall provide for the proposed job.

(iv) Confirmation of No deviation in technical and commercial conditions

If the bidder meets above three requirements, it shall be considered qualified for opening of price bid.

JVVNL reserves the right to waive deviations, if they do not materially affect the capability of an applicant.

## SECTION –III PART-II GENERAL INFORMATION ABOUT RAJASTHAN DISCOMS

In Rajasthan state there is 3 Distribution companies namely Jaipur Vidyut Vitran Nigam Ltd.(JVVNL), Ajmer Vidyut Vitran Nigam Ltd.(AVVNL) and Jodhpur Vidyut Vitran Nigam Ltd.(JdVVNL).

**Jaipur Discom:** There are about 30 Lakhs consumers spread in 188 Sub-Division in the jurisdiction of 2 Zones, comprises 13 O&M circles spread in the geographical area of 12 districts of Rajasthan, namely Jaipur, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, Sawaimadhopur, Tonk and Karauli. Subdivision list of Jaipur Discom is as under:-

S.No.	CIRCLE	DIVISION	SUBDIVISION NAME
1.	ALWAR	XEN - CD ALWAR	AEN A-I ALWAR
2.			AEN A-II ALWAR
3.			AEN A-III ALWAR
4.			AEN A-IV ALWAR
5.			AEN O&M MIA
6.			AEN A-V ALWAR
7.		XEN - DD ALWAR	AEN REC RAMGARH
8.			AEN REC MALAKHERA
9.			AEN CSD THANAGAJI
10.			AEN GOVINDGARH
11.		XEN - BEHROR	AEN REC BANSOOR
12.			AEN REC BEHROR
13.			AEN MUNDAWAR
14.			AEN O&M SHAJHAPUR (NEEMRANA)
15.			AEN MANDAN
16.		XEN - KISHANGARHBAS	AEN O&M KHAIRTHAL
17.			AEN O&M KOTKASIM
18.			AEN KISHANGARHBAS
19.			AEN O&M TIJARA
20.			AEN TAPUKARA
21.		XEN - RAJGARH	AEN RAJGARH

22.			AEN RENI	
23.			AEN TEHLA	
24.		XEN REC BHIWARI	AEN BHIWARI	
25.		XEN - LAXAMNGARH	AEN LAXAMNGARH	
26.			AEN KHERLI	
27.			AEN KATHOOMAR	
28.	BHARATPUR	XEN - BHARATPUR	AEN A-I BHARATPUR	
29.			AEN A-II BHARATPUR	
30.			AEN (A-III) BHARATPUR	
31.			AEN REC NADBAI	
32.			AEN UCCHAIN	
33.		XEN - BAYANA	AEN O&M BAYANA	
34.			AEN O&M ROOPWAS	
35.			AEN REC WEIR	
36.			AEN CHHOKARAWDA	
37.		XEN - DEEG	AEN O&M DEEG	
38.			AEN O&M KAMAN	
39.			AEN REC KUMHER	
40.			AEN REC NAGAR	
41.		DHOLPUR	XEN - DHOLPUR	AEN (A-I) O&M DHOLPUR
42.				AEN (A-II) RURAL DHOLPUR
43.				AEN ATM DHOLPUR
44.	AEN O&M BARI			
45.	AEN REC RAJAKHERA			
46.	AEN O&M BASERI			
47.	DAUSA	XEN - BANDIKUI	AEN O&M BANDIKUI	
48.			AEN O&M MAHUWA	
49.			AEN O&M SIKRAI	
50.			AEN O&M BASWA	
51.		XEN - DAUSA	AEN (A-I) CITY DAUSA	
52.			AEN (A-II) RURAL DAUSA	
53.			AEN (A-I) O&M LALSOT	
54.			AEN (A-II) O&M LALSOT	
55.	KARAULI	AEN O&M KARAULI	AEN O&M KARAULI	

56.			AEN O&M SAPOTRA
57.			AEN O&M S.MAHAVERJI
58.		XEN - HINDAUN	AEN (A-I) O&M HINDAUN
59.			AEN (A-II) REC HINDAUN
60.			AEN O&M TODABHIM
61.			AEN REC NADHOTI
62.			
63.		XEN - CD I JAIPUR	AEN A-III SHASTRI NGR JAIPUR
64.			AEN A-II BHANKROTA JAIPUR
65.			AEN A-IV VAISHALI
66.			AEN A-V BINAYAKA
67.			
68.		XEN - CD II JAIPUR	AEN BII RESIDENCY JAIPUR
69.			AEN BIII GANDHI NGR JAIPUR
70.			AEN B-IV DURGAPURA
71.			AEN B- V NIRMAN NAGAR
72.			
73.		XEN - CD III JAIPUR	AEN CII SANJAY MARKET JAIPUR
74.			AEN CIII M.I.ROAD JAIPUR
75.			AEN CIV KHASA KOTHI JAIPUR
76.			
77.		XEN - CDIV JAIPUR	AEN DII ADARSH NGR JAIPUR
78.			AEN DIII MALVIYA NGR JAIPUR
79.			AEN DIV PURANA GHAT JAIPUR
80.			
81.		XEN - CD V JAIPUR	AEN EII RAMGANJ JAIPUR
82.			AEN EIII NAHARI KA NAKA JAIPUR
83.			AEN E-IV AMBER JAIPUR
84.			AEN E-V BRAHAMPURI
85.			
86.		XEN - CD VI JAIPUR	AEN F-III SANGANER
87.			AEN F-I SITAPURA
88.			AEN F-IV PRATAP NAGAR

89.			AEN F-V JAGATPURA
90.		XEN - CD VII JAIPUR	AEN G-I VKIA JAIPUR
91.			AEN G-II VIDYADHAR NAGAR
92.			AEN G-III MURLIPURA
93.			AEN G-IV JHOTWARA
94.	JPDC		XEN DD-I JAIPUR
95.		AEN O&M J.RAMGARH	
96.		AEN RURAL KUNDA KI DHANI	
97.		AEN O&M BASSI	
98.		AEN KALWAR	
99.		AEN KANOTA	
100.		XEN DD-II	AEN O&M CHAKSU
101.			AEN O&M FAGI
102.			AEN RURAL SANGANER
103.			AEN O&M BAGRU
104.			AEN INDUSTRIAL AREA BAGRU
105.		XEN - DUDU	AEN O&M DUDU
106.			AEN BACHOON
107.		XEN - SAMBHER	AEN O&M SAMBHER
108.			AEN O&M JOBNER
109.			AEN O&M RENWAL
110.		XEN - CHOMU	AEN (A-I) CITY CHOMU
111.			AEN (A-II) RURAL CHOMU
112.			AEN O&M GOVINDGARH
113.	AEN O&M JETPURA		
114.	AEN O&M REDAWAS		
115.	AEN KALADERA		
116.	XEN - KOTPUTALUI	AEN O&M KOTPUTLI	
117.		AEN O&M PAWTA	
118.	XEN - SHAHPURA	AEN O&M SHAHPURA	
119.		AEN O&M VIRAT NAGAR	
120.	JHALAWAR	XEN - JHALAWAR	AEN O&M JHALAWAR
121.			AEN O&M JHALARAPATN PATAN
122.			AEN O&M AKLERA

123.			AEN O&M BAKANI	
124.			AEN RURAL JHALARAPATN PATAN	
125.			AEN MANOHARTHANA	
126.			AEN SAROKALAN	
127.			AEN RATLAI	
128.			AEN RURAL JHALAWAR	
129.			AEN O&M KHANPUR	
130.			AEN BHAWANI MANDI	
131.		XEN - BHAWANI MANDI	AEN O&M DUG	
132.			AEN O&M SUNEL	
133.			AEN PIRAWA	
134.				AEN (A-I)BARAN
135.		XEN (O&M) BARAN	AEN (A-II) BARAN	
136.			AEN O&M ANTA	
137.				AEN O&M MANGROL
138.		XEN DD BARAN	AEN O&M KISHANGANJ	
139.	BARAN			AEN O&M SHAHBAD
140.				AEN SEESWALI
141.				AEN O&M ATRU
142.			AEN O&M CHABRA	
143.			XEN - ATRU	AEN O&M CHIPA BAROD
144.				AEN RURAL ATRU
145.				AEN HARNAWADA SHAHJI
146.				
147.			XEN (CD-I) KOTA	AEN AII KOTA
148.				AEN AIII KOTA
149.		AEN AIV KOTA		
150.	KOTA			AEN AV KOTA
151.				AEN A-VI KOTA
152.				XEN (CD-II) KOTA
153.			AEN BII KOTA	
154.			AEN BIII KOTA	
155.			AEN BIV KOTA	

156.			AEN B-V KOTA
157.			AEN O&M ITAWA
158.		XEN - DD KOTA	AEN RURAL KOTA
159.			AEN O&M SULTANPUR
160.			AEN O&M KAITHOON
161.			AEN O&M SANGOD
162.			AEN O&M KANWAS
163.			AEN BAPAWAR
164.		XEN - RAMGANG MANDI	AEN O&M CHECHAT
165.			AEN O&M R.MANDI
166.			AEN O&M SUKET
167.			AEN (A-I) CITY BUNDI
168.		XEN BUNDI -I	AEN (A-II) RURAL BUNDI
169.			AEN O&M HINDOLI
170.	BUNDI		AEN O&M TALERA
171.			AEN O&M KESHORAIPATAN PATAN
172.		XEN BUNDI -II	AEN O&M LAKHERI
173.			AEN O&M NAINWA
174.			AEN (A-I) O&M S.MADHOPUR
175.		XEN - SAWAI MADHOPUR	AEN (A-II) RURAL S.MADHOPUR
176.			AEN REC KHANDHAR
177.	S.MADHOPUR		AEN REC BONLI
178.			AEN (A-I) GANGAPURCITY
179.		XEN - GANGAPUR CITY	AEN (A-II) GANGAPURCITY
180.			AEN (O&M) BAMANWAS
181.			AEN (A-I) O&M TONK
182.		XEN - TONK	AEN (A-II) RURAL TONK
183.			AEN REC DEOLI
184.			AEN O&M UNIARA
185.	TONK		AEN A-I NIWAI
186.		XEN - NEWAI	AEN A-II NEWAI
187.			AEN (O&M) MALPURA
188.			AEN (O&M) TODARASINGH

**Jodhpur Discom:** There are about 26 Lakhs consumers spread in 154 Sub-Divisions in the jurisdiction of 2 Zones, comprises 11 O&M circles spread in the geographical area of 11 districts of Rajasthan, namely Jodhpur, Pali, Barmer, Sirohi, Jaisalmer, Jalore, Bikaner, Hanumangarh, Sriganganagar, Churu and One panchayat samiti of Nagaur district. Subdivision list of Jodhpur Discom is as under:-

S.NO.	SUBDIVISION NAME
1.	JODHPUR JODHPUR CITY AEN (A-I) JODHPUR RAPDRP
2.	JODHPUR CITY AEN (A-II) JODHPUR RAPDRP
3.	JODHPUR CITY AEN (A-III) JODHPUR RAPDRP
4.	JODHPUR CITY AEN (A-IV) JODHPUR RAPDRP
5.	JODHPUR CITY AEN (A-V) JODHPUR RAPDRP
6.	JODHPUR CITY AEN (B-II) JODHPUR RAPDRP
7.	JODHPUR CITY AEN (B-III) JODHPUR RAPDRP
8.	JODHPUR CITY AEN (B-IV) JODHPUR RAPDRP
9.	JODHPUR CITY AEN (B-V) JODHPUR RAPDRP
10.	JODHPUR CITY AEN (B-VI) JODHPUR RAPDRP
11.	JODHPUR CITY AEN (C-I) JODHPUR RAPDRP
12.	JODHPUR CITY AEN (C-II) JODHPUR RAPDRP
13.	JODHPUR CITY AEN (C-III) JODHPUR RAPDRP
14.	JODHPUR CITY AEN (C-IV) JODHPUR RAPDRP
15.	JODHPUR DISTT. AEN (O&M) BHOPALGARH
16.	JODHPUR DISTT. AEN (O&M) BILARA RAPDRP
17.	JODHPUR DISTT. AEN (O&M) BORUNDA
18.	JODHPUR DISTT. AEN (O&M) PIPAR CITY RAPDRP
19.	JODHPUR DISTT. AEN (O&M) CHAMU
20.	JODHPUR DISTT. AEN (O&M) LUNI
21.	JODHPUR DISTT. AEN (O&M) MANDORE
22.	JODHPUR DISTT. AEN (O&M) BALESAR
23.	JODHPUR DISTT. AEN (O&M) DECHU
24.	JODHPUR DISTT. AEN (O&M) BAP
25.	JODHPUR DISTT. AEN (CITY) PHALODI RAPDRP
26.	JODHPUR DISTT. AEN (RURAL) PHALODI
27.	JODHPUR DISTT. AEN (O&M) LOHAWAT
28.	JODHPUR DISTT. AEN (O&M) BAORI
29.	JODHPUR DISTT. AEN (O&M) MATHANIYA
30.	JODHPUR DISTT. AEN (O&M) OSIAN
31.	JODHPUR DISTT. AEN (O&M) TINWARI
32.	JODHPUR DISTT. AEN (O&M) MATORA
33.	JALORE AEN (O&M) BHINMAL RAPDRP
34.	JALORE AEN (O&M) DHUMARIYA
35.	JALORE AEN (O&M) RAMSEEN
36.	JALORE AEN (O&M) JASWANTPURA
37.	JALORE AEN (O&M) AHORE
38.	JALORE AEN (O&M) BAGRA
39.	JALORE AEN (O&M) JALORE RAPDRP
40.	JALORE AEN (O&M) SAYLA



41.	JALORE AEN (O&M) UMMEDABAD
42.	JALORE AEN (O&M) UMMEDPUR
43.	JALORE AEN (O&M) BHADRANA
44.	JALORE AEN (O&M) RANIWARA
45.	JALORE AEN (O&M) SANCHORE
46.	PALI AEN (O&M) BALI
47.	PALI AEN (O&M) DESURI
48.	PALI AEN (O&M) FALNA
49.	PALI AEN (O&M) SUMERPUR RAPDRP
50.	PALI AEN (O&M) RANI
51.	PALI AEN (O&M) SADRI
52.	PALI AEN (CSD-I) PALI RAPDRP
53.	PALI AEN (CSD-II) PALI RAPDRP
54.	PALI AEN (RURAL) PALI
55.	PALI AEN (O&M) ROHAT
56.	PALI AEN (O&M) JAITARAN
57.	PALI AEN (O&M) KHARCHI
58.	PALI AEN (O&M) PEEPLIA KALLAN
59.	PALI AEN (O&M) SOJAT CITY RAPDRP
60.	PALI AEN (O&M) SOJAT ROAD
61.	PALI AEN (O&M) BAR
62.	SIROHI AEN (URBAN) ABU ROAD RAPDRP
63.	SIROHI AEN (RURAL) ABU ROAD
64.	SIROHI AEN (O&M) MANDAR
65.	SIROHI AEN (O&M) MOUNT ABU
66.	SIROHI AEN (O&M) REODER
67.	SIROHI AEN (O&M) KAILASHNAGAR
68.	SIROHI AEN (O&M) KALANDRI
69.	SIROHI AEN (O&M) PINDWARA
70.	SIROHI AEN (O&M) SHEOGANJ
71.	SIROHI AEN (O&M) SIROHI RAPDRP
72.	SIROHI AEN (O&M) SWAROOPGANJ
73.	BARMER AEN (O&M) BALOTRA RAPDRP
74.	BARMER AEN (O&M) PACHPADRA
75.	BARMER AEN (O&M) SIWANA
76.	BARMER AEN (RURAL) BALOTRA
77.	BARMER AEN (O&M) PADRU
78.	BARMER AEN (URBAN) BARMER RAPDRP
79.	BARMER AEN (RURAL) BARMER
80.	BARMER AEN (O&M) BAYTOO
81.	BARMER AEN (O&M) CHOHTAN
82.	BARMER AEN (O&M) SHEO
83.	BARMER AEN (CITY-II) BARMER RAPDRP
84.	BARMER AEN (O&M) DHORIMANNA
85.	BARMER AEN (O&M) GUDAMALANI
86.	BARMER AEN (O&M) SINDHARI

87.	JAISALMER AEN (URBAN) JAISALMER RAPDRP
88.	JAISALMER AEN (RURAL) JAISALMER
89.	JAISALMER AEN (O&M) FATEHGARH
90.	JAISALMER AEN (O&M) CHANDAN
91.	JAISALMER AEN (O&M) POKARAN
92.	JAISALMER AEN (O&M) NACHANA
93.	BIKANER BIKANER AEN (D-I) BIKANER RAPDRP
94.	AEN (O&M) GANGASAHAR
95.	BIKANER AEN (D-III) BIKANER RAPDRP
96.	BIKANER AEN (D-VI) BIKANER RAPDRP
97.	BIKANER AEN (D-II) BIKANER RAPDRP
98.	BIKANER AEN (D-IV) BIKANER RAPDRP
99.	BIKANER AEN (D-V) BIKANER RAPDRP
100.	BIKANER AEN (D-VII) BIKANER RAPDRP
101.	BIKANER AEN (O&M) NOKHA RAPDRP
102.	BIKANER AEN (RURAL) NOKHA
103.	BIKANER AEN (O&M) JASRASAR
104.	BIKANER AEN (O&M) KOLAYAT
105.	BIKANER AEN (O&M) KHAJUWALA
106.	BIKANER AEN (O&M) DESHNOK
107.	BIKANER AEN (O&M) BAJJU
108.	AEN (O&M) SRIDUNGARGARH-I RAPDRP
109.	AEN (O&M) SRIDUNGARGARH-II
110.	BIKANER AEN (O&M) UPANI
111.	BIKANER AEN (RURAL) BIKANER
112.	AEN (O&M) LOONKARANSAR
113.	BIKANER AEN (O&M) NAPASAR
114.	HMGH AEN (O&M) GOLUWALA
115.	AEN (O&M) HANUMANGARH JUN
116.	AEN (O&M) HANUMANGARH TOWN
117.	HMGH AEN (O&M) PILIBANGA RAPDRP
118.	AEN (RURAL) HANUMANGARH
119.	HMGH AEN (O&M) BHADRA RAPDRP
120.	HMGH AEN (O&M) NOHAR RAPDRP
121.	HMGH AEN (O&M) RAWATSAR
122.	HMGH AEN (O&M) GOGAMERI
123.	HMGH AEN (O&M) SANGRIA RAPDRP
124.	HMGH AEN (O&M) TIBBI
125.	HMGH AEN (RURAL) SANGRIA
126.	SGNR AEN (O&M) ANOOPGARH
127.	SGNR AEN (O&M) GHARSANA
128.	SGNR AEN (O&M) PADAMPUR
129.	AEN (O&M) RAISINGH
130.	SGNR AEN (O&M) KARANPUR
131.	AEN (O&M) GAJSINGHPUR
132.	AEN (C-I) SRIGANGANAGAR RAPDRP

133.	AEN (C-II) SRIGANGANAGAR RAPDRP
134.	AEN (C-III) SRIGANGANAGAR RAPDRP
135.	AEN (O&M) SADULSHAHAR
136.	AEN (RURAL) SRIGANGANAGAR
137.	AEN (O&M) KESHRSINGHPUR
138.	SGNR AEN (O&M) VIJAYNAGAR
139.	SGNR AEN (O&M) SURATGARH RAPDRP
140.	SGNR AEN (RURAL) SURATGARH
141.	CHURU AEN (O&M) CHURU RAPDRP
142.	CHURU AEN (RURAL) CHURU
143.	CHURU AEN (O&M) TARANAGAR
144.	AEN (RURAL) SARDARSAHAR
145.	CHURU AEN (O&M) RATANGARH RAPDRP
146.	AEN (O&M) SARDARSAHAR
147.	CHURU AEN (RURAL) RAJALDESAR
148.	CHURU AEN (O&M) BIDASAR RAPDRP
149.	CHURU AEN (O&M) SUJANGARH RAPDRP
150.	CHURU AEN (O&M) LADNUN RAPDRP
151.	AEN (O&M) TEHENDESAR
152.	CHURU AEN (RURAL) LADNUN
153.	CHURU AEN (O&M) SADULPUR RAPDRP
154.	CHURU AEN (RURAL) SADULPUR

**Ajmer Discom:** There are about 30 Lac consumers spread in 178 Sub-Division in the jurisdiction of 3 Zones, comprising 12 O&M circles spread in the geographical area of 11 districts of Rajasthan, namely Ajmer, Bhilwara, Nagaur, Sikar, Jhunjhunu, Udaipur, Chittorgarh, Banswara, Dungarpur, Rajsamand and Pratapgarh. Subdivision list of Ajmer Discom is as under:-

S.No.	Name of Subdivision
1.	AEN(D.II), AJMER
2.	AEN(D.III), AJMER
3.	AEN(D-V.), AJMER
4.	AEN(Shastri Nagar), AJMER
5.	AEN(D.I), AJMER
6.	AEN(D-IV), AJMER
7.	AEN(Mayo), AJMER
8.	AEN(O&M), MADAR
9.	AEN(O&M), PUSHKAR
10.	AEN(O&M), SARADHANA
11.	AEN(O&M), KISHANGARH
12.	AEN(RURAL), KISHANGARH
13.	AEN(RIICO), KISHANGARH
14.	AEN(O&M), ROOPANGARH
15.	AEN(CSD.I), BEAWAR
16.	AEN(CSD.II), BEAWAR

17.	AEN(O&M), JAWAJA
18.	AEN(O&M), MASUDA
19.	AEN(O&M), NASIRABAD
20.	AEN(O&M), BIJAINAGAR
21.	AEN(O&M), KEKRI
22.	AEN(O&M), SARWAR
23.	AEN(CSD-I), BHILWARA
24.	AEN (CSD-II), BHILWARA
25.	AEN (CSD-III), BHILWARA
26.	AEN (CSD-IV), BHILWARA
27.	AEN(O&M ), GANGAPUR
28.	AEN (O&M), RAIPUR
29.	AEN (R-I), BHILWARA
30.	AEN(R-II), BHILWARA
31.	AEN(O&M), MANDALGARH
32.	AEN(O&M), KOTRI
33.	AEN(O&M), BIJOLIYA
34.	AEN(O&M), MANDAL
35.	AEN(O&M), KAREDA
36.	AEN(O&M), ASIND
37.	AEN(O&M), BADNORE
38.	AEN(O&M), SHAHPURA
39.	AEN(O&M), BANERA
40.	AEN(O&M), HURDA
41.	AEN(O&M), JAHAPUR
42.	AEN(O&M), NAGAUR
43.	AEN(RURAL), NAGAUR
44.	AEN(O&M), MUNDWA
45.	AEN(O&M), KHINVSAR
46.	AEN(O&M), DEEDWANA
47.	AEN(O&M), MOLASAR
48.	AEN(O&M), JAYAL
49.	AEN (O&M), MERTA
50.	AEN (RURAL), MERTA
51.	AEN(O&M), DEGANA
52.	AEN(O&M), RIYANBARI
53.	AEN(O&M), MAKRANA
54.	AEN(RURAL), MAKRANA
55.	AEN(O&M), PARBATSAR
56.	AEN (O&M), BAGOT
57.	AEN(O&M), KUCHAMAN
58.	AEN(O&M), NAWACITY
59.	AEN (O&M), CHITAWA
60.	AEN(CITY-I), BANSWARA
61.	AEN(CITY-II), BANSWARA
62.	AEN(RURAL), BANSWARA

63.	AEN(O&M), GARHI
64.	AEN(O&M), GHATOL
65.	AEN(O&M), BAGIDORA
66.	AEN(O&M), KUSHALGARH
67.	AEN(O&M), DUNGARPUR
68.	AEN(RURAL), DUNGARPUR
69.	AEN(O&M), BICHHIWARA
70.	AEN(O&M), DHAMBOLA
71.	AEN(URBAN), SAGWARA
72.	AEN(RURAL), SAGWARA
73.	AEN(O&M), ASPUR
74.	AEN(O&M), CHITHRI
75.	AEN (O&M), SABL A
76.	AEN(PH-I), UDAIPUR
77.	AEN(PH-II), UDAIPUR
78.	AEN(O&M), MADHUBAN
79.	AEN(O&M), AMBAMATA
80.	AEN(SECT.IV), UDAIPUR
81.	AEN (HTM), UDAIPUR - - - -
82.	AEN ( O&M), SAVINA
83.	AEN(O&M), MADRI, Udaipur
84.	AEN(O&M), ASHOKNAGAR
85.	AEN (O&M), DEBARI,
86.	AEN (O&M), MAVLI
87.	AEN (O&M), GIRVA
88.	AEN (O&M), BADGAON
89.	AEN (O&M), GOGUNDA
90.	AEN (O&M), KOTRA
91.	AEN (O&M), JHADOL
92.	AEN (O&M), SALUMBER
93.	AEN (O&M), SARADA
94.	AEN (O&M), KHERWARA
95.	AEN(O&M), RISHABDEV
96.	AEN (O&M), BHINDER
97.	AEN(O&M), VALLABH
98.	AEN(O&M), KURABAD
99.	AEN (O&M), AMET
100.	AEN(O&M), KELWARA
101.	AEN(O&M), DEOGARH
102.	AEN(O&M), BHIM
103.	AEN(RURAL), RAJSAMAND
104.	AEN(O&M), RAJSAMAND
105.	AEN(O&M), KELWA
106.	AEN(O&M), RAILMAGRA
107.	AEN(O&M), NATHDWARA
108.	AEN(O&M), KHAMNORE

109.	AEN(O&M), DELWARA
110.	AEN(O&M), CHITTORGARH
111.	AEN(RURAL),
112.	AEN(O&M), BASSI
113.	AEN(O&M), BEGUN
114.	AEN(O&M), GANGRAR
115.	AEN(O&M), RAWAT BHATA
116.	AEN (O&M), KAPASAN
117.	AEN(O&M), BHOPAL SAGAR
118.	AEN(O&M), RASHMI
119.	AEN(O&M), NIMBAHERA
120.	AEN(RURAL), NIMBAHERA
121.	AEN(O&M), BADI SADRI
122.	AEN(O&M), BHADESAR
123.	AEN(O&M), DUNGLA
124.	AEN(O&M), MANGROL
125.	AEN(RURAL), PRATAPGARH
126.	AEN(O&M), CHHOTI SADRI
127.	AEN(RURAL), CHHOTI
128.	AEN(O&M), DHARIYAWAD
129.	AEN(O&M), PRATAPGARH
130.	AEN(O&M), ARNOD
131.	AEN(O&M), PEEPALKHUNT
132.	AEN(City), JHUNJHUNU
133.	AEN(O&M), MANDAWA
134.	AEN(O&M), MUKUNDGARH
135.	AEN(RURAL), JHUNJHUNU
136.	AEN(O&M), MALSIAR
137.	AEN(O&M), BISSAU
138.	AEN(O&M), BAGGAR
139.	AEN(O&M), CHIRAWA
140.	AEN(O&M), PILANI
141.	AEN(O&M), SULTANA
142.	AEN(O&M), SURAJGARH
143.	AEN(O&M), CHANANA
144.	AEN(O&M), NAWALGARH
145.	AEN(RURAL), NAWALGARH
146.	AEN(O&M), GUDHAGORJI
147.	AEN(O&M), UDAIPURWATI
148.	AEN(O&M), KHETRINAGAR
149.	AEN(O&M), KHETRI TOWN
150.	AEN(O&M), BUHANA
151.	AEN(O&M), BABAI
152.	AEN (CSD-I), SIKAR
153.	AEN(CSD-II), SIKAR
154.	AEN (CSD-III), SIKAR

155.	AEN(O&M), LOSAL
156.	AEN (RURAL), SIKAR
157.	AEN(O&M), PIPRALI
158.	AEN (O&M), DHOD
159.	AEN (O&M), KUDAN
160.	AEN(O&M), LAXMANGARH
161.	AEN(RURAL), LAXMANGARH
162.	AEN(O&M), FATEHPUR
163.	AEN(RURAL), FATEHPUR
164.	AEN (O&M), NECHHAWA
165.	AEN(O&M), RAMGARH SH.
166.	AEN(O&M), REENGUS
167.	AEN(O&M), SHRI
168.	AEN(O&M), PALSANA
169.	AEN(O&M), AJITGARH
170.	AEN(O&M), DANTA
171.	AEN(O&M),
172.	AEN(O&M), KHATUSHYAMJI
173.	AEN (O&M), NEEM KA
174.	AEN (RURAL), NEEM KA
175.	AEN(O&M), KHANDELA
176.	AEN (O&M), KANWAT
177.	AEN (O&M), THOI

**Note: The sub-division, division may increase or decrease.**

## **SECTION –IV: TECHNICAL SPECIFICATION & SCOPE OF WORK**

### **1. Introduction**

In Rajasthan state there is 3 Distribution companies namely Jaipur Vidyut Vitran Nigam Ltd.(JVVNL), Ajmer Vidyut Vitran Nigam Ltd.(AVVNL) and Jodhpur Vidyut Vitran Nigam Ltd.(JdVVNL).

Jaipur Vidyut Vitran Nigam Ltd.(JVVNL is engaged in the business of distribution and supply of electricity in 12 districts of Rajasthan, namely Jaipur, Dausa, Alwar, Bharatpur, Dholpur, Kota, Bundi, Baran, Jhalawar, Sawaimadhopur, Tonk and Karoli.

AVVNL comprises 11 districts of Rajasthan, namely Ajmer, Bhilwara, Nagaur, Sikar, Jhunjhunu, Udaipur, Banswara, Chittorgarh, Rajsamand, Doongarpur and Pratapgarh.

JdVVNL comprises Jodhpur,Bikaner,Barmer, churu, Hanumangarh,Jalore,Pali and Shriganganagar

### **2. Objectives**

In Discoms of Rajasthan the implementation of RAPDRP project is going on. The RAPDRP is GOI initiative with focus on establishment of base line data and fixation of accountability, and reduction of AT&C losses through strengthening & up-gradation of Sub-Transmission and Distribution network and adoption of Information Technology during XI Plan. As per this scheme apart from implementation of other software / systems, document management system is also involved.

Discoms of Rajasthan intend to achieve following major objectives through procurement of Scanners.

- i. Delivery of Scanners.
- ii. Provide Onsite warranty support for 5 years to ensure that the Scanners are operable.

### **3. DETAILED SCOPE OF WORK:**

The overall scope comprises to supply and customize, post installation support.

#### **3.1. Supply of Scanners**

3.1.1. To supply Scanners at sub-division office across the jurisdiction of the Rajasthan Discom.

3.1.2. The following points are to verify at the consignee's premises jointly by the representative of the bidder and Rajasthan Discom's representative(s).

- i. Quantity and physical condition of each of the items supplied.
- ii. Manuals & catalogues.



- iii. Software media (driver) and manuals.
  - iv. Necessary tests/warranty/guarantee certificates.
  - v. Any other details as per complete system specifications.
- 3.1.3. **Quantity:** Total 550 nos. : 199 Nos. of Scanners in Jaipur Discom, 187 Nos. for Ajmer Discom and 164 Nos. for Jodhpur DisCom. Allocation of sub division wise quantity will be made in the work order.
- 3.1.4. For installation and commissioning, Owner will liaise only with a single point of contact of the bidder. The bidder has to mention local point of contact for each discom with the contact address, phone number of the contact person who will be responsible for supply and installation of all equipments, peripherals and software items etc.
- 3.1.5. The vendor shall maintain 5% quantity additionally as buffer stock at its support centre to be opened at each Discom’s head quarter for replacement of defective Scanners.
- 3.1.6. The vendor shall delivery the Scanners at sub-division office across the jurisdiction of the Rajasthan Discoms. Detailed delivery instruction shall be provided later on.
- 3.1.7. The vendor shall supply along with each item, all the related documents, Software licenses and necessary media of the software loaded in the hardware without any additional cost to Owner. The media and documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
- 3.1.8. All related documents, Manuals, catalogues and information furnished by the vendor shall become the property of Owner.
- 3.1.9. **Schedule of supply:**

The completion of various activities of the tender are required to be done as per the following schedule:

S. No	Particular of activity	Time schedule desired
1	Supply of 200 nos. Scanners	Within 60 days from the date of work order
	Supply of another 175 nos. Scanners	Within 90 days from the date of work order
	Supply of another 175 nos. Scanners	Within 120 days from the date of work order
2.	Completion of supply	Within 120 days from the date of work order

**3.2. Warranty:**

- 3.2.1. All Scanners/ Hardware & Software deployed under this contract shall be under Comprehensive Onsite Warranty covering all parts including for display panel, updated, upgrades of software, maintenance or support for its proper operation, performance as specified in the tender specification for period of 5 (Five) year after the date of successful installation and commissioning at site.
- 3.2.2. In case of any defect in any of Scanner during warranty period, the supplier shall arrange to replace/repair the defective part at his cost and ensure that the equipment and peripherals are in ready to use state throughout the currency of the contract.
- 3.2.3. In case of any problem in any of the Scanner supplied against this tender during the warranty period, problem should be resolved within 3 working days of reporting the problem. After that, the bidder has to ensure the rectification/maintenance/repair/replacement of these Scanner and handover the same to Owner within seven (7) days in ready to use condition as per OEM standards and certification.
- 3.2.4. In case of bidder's failure as per above clause(3.2.3), a consequence loss (liquidated damage) shall be levied @ 1% per week of the order value up to a period of 4 weeks. If the bidder fails to rectify the problem in the stipulated time of above said 4 weeks, consequence loss (liquidated damage) shall be levied @ 2% per week of the order value and the warranty period will also be extended for additional delays.
- 3.2.5. The bidder must have OEM certified service centre in India, where all the repairing, maintenance and calibration work should be done (OEM Certified).
- 3.2.6. All the necessary expenses and other arrangements for transportation of equipments under warranty will be borne by the bidder.
- 3.2.7. Warranty should also include supply, installation and maintenance of all the software upgrades as well as those already installed & commissioned as per scope of the tender with necessary additional hardware, if any, free of cost at the earliest.
- 3.2.8. The bidder has to ensure the availability of all the accessories throughout the currency of contract and has to provide the same to Owner free of cost for maximum limit of 20% of the supply quantity as and when the same are required for smooth running of the Scanner.
- 3.2.9. For warranty services, Owner will liaise only with a single local point of contact of the bidder for each discom. The bidder has to mention the contact address, phone number of the contact person who will be responsible for warranty support.
- 3.2.10. All the necessary expenses and other arrangements for travel, accommodation of supplier's engineer, and transportation of equipments, peripherals including third party items during warranty period will be borne by the bidder.
- 3.2.11. During the Warranty period, the vendor should extend the Onsite Service Support. The scope of Warranty shall include

- a) Fixing the Scanner problem
- b) Upgradation, supply, installation and implementation of upgraded versions of software(updated/ upgrades)
- c) Reinstallation of firmware/software, whenever required.

**4. Technical specification of Scanners**

<b>Scanner Type</b>	Flatbed with ADF (Duplex scan support)
<b>Scan Technology</b>	Charge Coupled Device (CCD)
<b>Control Panel</b>	Front panel buttons Cancel, Copy, Edit text (OCR), E-mail, File document, Power save, Scan document, Scan picture, LCD display
<b>Scan Resolution</b>	Optical: upto 2400 dpi; Scan Resolution Hardware: upto 2400X2400 dpi;
<b>Color Bit Depth/ Grayscale Levels</b>	48-bit/256
<b>Automatic Document Feeder</b>	Paper sizes supported: A4, A5, custom, legal, letter
<b>Scan Speed</b>	Letter: Up to 25 ppm Scan to File
<b>ADF Capacity</b>	50 sheets
<b>Scan Size Maximum</b>	8.5 x 14 in through Flatbed and ADF
<b>File Formats</b>	Windows: TIFF, Bitmap, JPEG, GIF, PDF, Plain Text, HTML, Rich Text
<b>Standard Connectivity</b>	Hi-Speed USB (Cable to be included along with the power adapter)
<b>Optional Connectivity</b>	Scanner SCSI module
<b>Drivers</b>	Drivers for Microsoft Windows 7 (32-bit/64-bit), Windows XP (32- bit/64-bit), Windows Vista (32/64 bit)
<b>Included Software</b>	Included OCR software for converting scanned documents into editable text
<b>External IO Ports</b>	1USB, 1 SCSI
<b>Drivers</b>	Drivers for Microsoft Windows 7 (32-bit/64-bit), Windows XP (32- bit/64-bit), Windows Vista (32/64 bit)

## **SECTION –V: TECHNICAL OFFER**

### TECHNICAL OFFER & GENERAL DETAILS SECTION – V

Part A of the proposal shall have the following:

1. Cover letter
2. Annexure 1 to 6
3. Schedules 1 to 7

**TECHNICAL OFFER TO BE FURNISHED BY THE BIDDER ON THE COVER LETTER**

To be submitted complete with all enclosures.

The Superintending Engineer (IT)  
Jaipur Vidyut Vitran Nigam Limited  
Old Power House Premises  
Near Ram Mandir, Banipark  
Jaipur-302 006

Subject: TN-38, "Procurement of Scanners in Rajasthan Discoms"

Dear Sir,

We are submitting our Technical proposals for "Procurement of Scanners in Rajasthan Discoms"

We agree for execution of tendered work as per the terms & conditions mentioned in the tender specifications and the commercial rates agreed by us.

We also agree that:

- 1) The prices as mentioned in "Financial offer" as per excel file of BOQ.
- 2) The prices quoted are valid for a period of 120 days from the date of opening of "Techno-Commercial bids" or 60 days from the date of opening of "Price Bids" whichever is later
- 3) The quoted / agreed prices are inclusive of the following charges:
  - Enclose details of taxes included in the prices
- 4) We also understand that the quantities mentioned in the price schedule shall be meant for bid evaluation; however payment shall be made us on the basis of actual work.
- 5) We have noted the standard terms of payment and undertake to abide by the same.
- 6) We understand that conditional offers are likely to be rejected
- 7) The execution of work shall strictly be in accordance with work completion schedule as given by us. In case we fail to complete the work as indicated therein we shall pay penalty as per "Delay in Completion" clause of the specification.
- 8) The material supplied by us shall conform your specification

- 9) We confirm that we agree to adhere to all the commercial terms and conditions as well as the technical stipulation of your specification and there is no deviation. Such acceptance has also been confirmed in prescribed schedules.
- 10) We confirm that we are qualified for bidding in terms of Qualification Requirements specified in the bidding documents and have submitted the requisite qualification Certificate & data / documents with the bid.
- 11) Until a formal contract is prepared and executed, this together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 12) We understand that the quantity mentioned in the financial schedule is just for evaluation purpose and except the fixed monthly charges all charges shall be paid on actual work basis and there is no minimum assured quantity.

We understand that JVVNL reserves the right to invite detailed proposals from any private entrepreneur-company; irrespective of the fact whether the company or entrepreneur has been pre-qualified.

We also understand that the JVVNL reserves the right to reject any or all of the bids without assigning any reason thereof. We agree to abide by all the conditions governing the bids and decisions of the JVVNL.

The validity of the bid is 120 days from date of opening of Part-A bid or 90 days from the date of opening of Part-B bid whichever is later.

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

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Signature:

Name:

Whether Authorized Yes/No

Power of Attorney of Bidding Company Authorizing the signatory to sign the bid

Name & Seal of Bidding Company

**ANNEXURE – 1: GENERAL PROFILE OF THE BIDDER**

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

Details	Responses
Full legal name of the firm	
Year of establishment	
Registered Office Address	
Address for Correspondence	
Telegraphic Address	
Authorized person(s) to be contacted	
Telephone number(s)	
Email id	
Fax number	
Names and Addresses of the Proprietors	
Type of the firm Private limited/Public limited/Government sector /other	
Whether registered under companies act or any other act	
Registration Number & Date	

## **ANNEXURE – 2: FINANCIAL CAPABILITIES**

<b>S. No</b>	<b>Particulars</b>	<b>Response</b>
1	Turnover FY 2010 -11 in INR	
2	Turnover FY 2011 -12 in INR	
3	Turnover FY 2012-13 in INR	
4	Total Turnover 2010 to 13 in INR	

Enclose audited BS of the aforementioned FYs

Kindly refer to turnover (as mentioned in Section III-Part-I Pre Qualification Requirements) point no 2.5 Turnover requirements



### **ANNEXURE – 3: EXPERIENCE SUMMARY**

<b>Particulars</b>	<b>Experience</b>
Give detailed write-up on experience / order executed for manufacture, supply, operation & maintenance of Scanner with supporting papers	Write name of the clients here
Mention size and type of the consumer network, details and type of networking handled	
Enclose copies of order so executed/orders in hand	

**ANNEXURE – 4: TECHNICAL DETAILS OF SCANNERS**

Statement of guaranteed technical particulars and other performance datas for Scanner against specification Number TN 38

S.No.	Particulars of technical and other performance of datas guaranteed

OEM details:

Name

Address

You may attach the profile / brochure of the OEM of Scanner

Certified that we agree to all aforesaid guaranteed technical particulars and other performance datas except following

S.No.	Particulars of technical & other performance datas	Reasons for deviations/ departure

--	--	--

(Signature)

Name & Designation

With seal of the tenderer

## **ANNEXURE- 5: MANUFACTURE'S AUTHORIZATION FORM**

TO BE SUBMITTED ALONG WITH TECHNICAL BID FOR SCANNER

No. \_\_\_\_\_

dated

To

The Superintending Engineer (IT),

Jaipur Vidyut Vitran Nigam Limited,

Old Power House, Banipark,

Jaipur – 302006

Dear Sir:

Tender No.

We \_\_\_\_\_ who are established and reputable manufacturers of (name and descriptions of goods offered) having factories at \_\_\_\_\_ (address of factory) do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above Tender No TN-38.

We hereby extend our full guarantee and warranty up to 5 years as per the conditions against this Tender

Yours faithfully,

(Name) (Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

(The item or items for which this is required should be specified by Purchaser.)

## **ANNEXURE- 6: ACCEPTANCE OF TERMS & CONDITIONS**

To be given on the official letter head of the Bidder's

Acceptance of Terms and Conditions

(To be signed by the authorized person of the bidder)

TO BE SUBMITTED ALONG WITH TECHNICAL BID

We/I have carefully gone through the bidding document TN-38 and satisfied ourselves/myself and hereby confirm that our/my offer strictly conforms to the requirements of the bidding document and all the terms and conditions are acceptable to us.

Signature:

Name:

Status:

Whether Authorized Yes/No

Power of Attorney of Bidding Company Authorizing the signatory to sign the bid

Name & Seal of Bidding Company

**SCHEDULE – 1: SCHEDULE OF DEVIATIONS**

**Technical Deviations**

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

**Commercial Deviations**

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

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

**SCHEDULE – 2: CONFIRMATION OF “NO DEVIATION” IN COMMERCIAL TERMS AND CONDITIONS OF THIS TENDER**

Bidder's Name & Address: \_\_\_\_\_ To \_\_\_\_\_

The Superintending Engineer (IT)  
Jaipur Vidyut Vitran Nigam Limited  
Old Power House, Banipark  
Jaipur – 302006

Dear Sirs,

Sub: Confirmation for “No Deviation” in Commercial terms & conditions of package No. JPD/SE/IT/ TN-38.

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

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

**SCHEDULE – 3: CONFIRMATION OF “NO DEVIATION” IN TECHNICAL TERMS AND CONDITIONS OF THIS TENDER**

Bidder's Name & Address:

To

The Superintending Engineer (IT)  
Jaipur Vidyut Vitran Nigam Limited  
Old Power House, Banipark  
Jaipur – 302006

Dear Sirs,

Sub: Confirmation for “No Deviation” in Technical terms & conditions of package No. JPD/SE(IT)/ TN-38

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 material shall be procured from vendors approved by JVVNL and shall be conforming to various requirements of relevant Specification /orders and as per design and drawing approved by the Nigam.

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....



**SCHEDULE – 4: SUPPORTING DOCUMENTS TO SUBSTANTIATE MEETING OF QR**

Bidder's Name & Address: \_\_\_\_\_ To \_\_\_\_\_  
The Superintending Engineer (IT)  
Jaipur Vidyut Vitran Nigam Limited  
Old Power House, Banipark  
Jaipur – 302006

Dear Sirs,

We hereby declare that we are qualified for bidding in reference to “Qualification Requirements” of the bidding documents of TN-38 and submit the following certificate(s) /documents in support of the above :-

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Furnishing of certificate of a registered Chartered Accountant certifying fulfillment of specified qualification requirements is essential.

(Signature).....

Date :

Place :

(Name).....  
(Designation).....  
(Common Seal).....

**SCHEDULE – 5: EXPERIENCE SUMMARY**

Bidder's Name & Address: \_\_\_\_\_ To \_\_\_\_\_

The Superintending Engineer (IT)  
Jaipur Vidyut Vitran Nigam Limited  
Old Power House, Banipark  
Jaipur – 302006

Dear Sirs,

We have completed /executed the orders as per details given hereunder:-

S. No.	Details of ordered work	Order No. & Date	Name & details of ordering utility	Date of commencement
1	2	3	4	5

Date of completion	Contract value of ordered/executed work	Whether order executed as per stipulated work completion schedule or not	Remarks
6	7	8	9

Note: Certificate(s) of competent authority of the utility for satisfactory execution of stated works are to be furnished along-with this schedule.

(Signature).....

Date :

Place : (Name).....

(Designation).....

(Common Seal).....

**SCHEDULE – 6: SCHEDULE OF SUPPLY & INSTALLATION**

S. No	Particular of activity	Time schedule desired
1	Supply of 200 nos. Scanners	Within 60 days from the date of work order
2	Supply of another 175 nos. Scanners	Within 90 days from the date of work order
3	Supply of another 175 nos. Scanners	Within 120 days from the date of work order
	<b>Completion of supply</b>	Within 120 days from the date of work order

**SCHEDULE 7: CHECK LIST FOR TECHNICAL OFFER**

S.No.	Particulars as per specification	Description of required document	Additional description of the document	Respective Page Nos of the technical bid document
1.	<b>Technical Offer &amp; other details</b>	Technical Offer as per SECTION V of specification		
2.	<b>Profile of Bidder</b>	Profile of Bidder (Annexure-I)		
3.	<b>Organizational Capabilities</b>	Qualification and experience of personnel at different levels to be deployed for the proposed job.		
		Enclose ISO 9001-2008 certificate for Manufacturing relevant equipment		
4.	<b>Financial Details</b>	Enclose copies of Audited Balance Sheet & Profit and loss accounts with a minimum annual turnover of Rs. 2 crore per year for the past three years (2012-13, 2011-12, 2010-11 and 2009-10).		
		Financial capabilities (Annexure-II)		
5.	<b>Experience</b>	Give detailed write-up on experience/order executed; with supporting papers. (Annexure- III)		
		Enclose copies of order so executed/orders in hand.		

		The Bidder should have reputed background and should be established in business at least for the past 5 years. Necessary certificate is to be enclosed		
		Experience summary (Schedule-V)		
6.	<b>System Proposed</b>	Details of Scanners to be supplied as per technical specification attached.		
		Enclose specification of Scanner equipment to be supplied (Annexure-IV)		
7.	<b>Manufacturers' authorization form</b>	Manufacturers' authorization form (Annexure-V)		
8.	<b>Acceptance of terms &amp; conditions</b>	Acceptance of terms & conditions (Annexure-VI)		
9.	<b>Other details</b>	a) Details of the project and software, if being used by any state/undertaking for similar venture.  b) Any other information Bidder may like to highlight.		
10.	<b>Schedule of deviation (Schedule-I)</b>	Schedule of deviation  (Schedule-I)		
11.	<b>Commercial Deviation (Schedule-II)</b>	Departure /deviation from Purchaser's specification in respect of Commercial terms & conditions in Schedule of deviation of Specification.  (Schedule-II)		

12.	<b>Technical Deviation (Schedule- III)</b>	Departure/deviation from Purchaser's specification in respect of Technical details including GTP in Schedule of deviation of Specification.  (Schedule- III)		
13.	<b>Supporting document to substantiate meeting of QR</b>	Supporting document to substantiate meeting of QR  (Schedule-IV)		
14.	<b>Experience Summary</b>	Experience Summary  Schedule-V		
15.	<b>Schedule of Implementation</b>	Schedule of Implementation  Schedule-VI		
16.	<b>Check list</b>	Checklist-  Schedule-VII		
17.	<b>Financial offer declaration as per Schedule-VIII.</b>	Financial offer declaration  Schedule-VIII		
18.	<b>Authorization of Digital Signature</b>	Power of Attorney for authorized signatory to sign the tender document digitally.		
19.	<b>Details of excise authority</b>	Name & Complete address of excise authority under whose jurisdiction their works/office falls		
20.	<b>Bidder's contact details</b>	Name & correspondence address of the bidder along with phone /Fax No. & email address		
21.	<b>Authorization certificate</b>	Satisfactory evidence of authority of the person signing on behalf of the Bidder furnished with the bid		

22.	<b>Support center details</b>	List of single local point of contact for each discom (Contact Person name, Contact Address, Contact Number, Fax Number)		
23.	<b>Undertaking that the bidder has not been black listed</b>	Undertaking on Rs. 100 Non-Judicial Stamp paper that company have not been blacklisted from the Government of Rajasthan or Rajasthan Discoms		
24.	<b>Details of submission of Tender Document Fee</b>	Receipt No. DD No. Date Amount		
25.	<b>Details of submission Tender processing Fee</b>	Receipt No. DD No. Date Amount		
26.	<b>Details of submission EMD</b>	Receipt No. DD No. Date Amount BG No. Date Amount		

## **SCHEDULE-8: FINANCIAL OFFER DECLARATION**

Price schedule is for reference purpose only. Bidder has to quote the price in BOQ.xls only

The Superintending Engineer (IT)  
Jaipur Vidyut Vitran Nigam Limited  
Old Power House Premises  
Near Ram Mandir, Banipark  
Jaipur-302 006

SUBJECT: We submit our financial offer for the work of "Procurement of Scanners in Rajasthan Discoms" against TN-38.

Dear Sir,

We are submitting our financial proposals in excel file of BOQ, the detailed quoted price in accordance with the specification.

**Please do not fill the prices here.**

S.No.	Name of Item	Qty. No.	Unit Ex works price (Rs.)	Excise / Custom Duty with cess/ Unit (Rs.)	CST/VAT per Unit (Rs.)	Freight, Insurance Charges per Unit (Rs.)	Unit F.O.R. destination Price (Rs.) (4+5+6+7)	Any other Tax for outside Rajasthan Firms (Rs.)	All inclusive Unit FOR Destination Price(Rs.) (8+9)
1	2	3	4	5	6	7	8	9	10
1	SUPPLY, INSTALLATION, OF SCANNERS AT VARIOUS LOCATIONS IN Rajasthan Discoms	550							

The prices mention in BOQ is inclusive of taxes and duties. The details of applicable taxes included in the above modules are as under:-

S. No	Name of Tax	Applicable Rate of tax
-------	-------------	------------------------



S. No	Name of Tax	Applicable Rate of tax
1		
2		
3		

We declare the following:

- a. The quantity may increase or decrease, however the payment shall be made as per the actual work made during the month.
- b. We will furnish the break-up of the quoted price indicating rate and type of each tax clearly, as per the prevailing rate on the bid date. Any statutory variation and imposing new tax by government subsequently during the currency of contract shall be on Discom account
- c. The rates mentioned in price bid are valid up-to 60 days from the opening of financial offer
- d. We understand that evaluation of lowest bids will be based upon the financial offer prices. These prices are inclusive of all applicable taxes and duties. Any statutory variation and imposition of new tax by government shall be on Discom account.
- e. We understand that the order for the entire work including all activities in all circles would be awarded to one vendor only. We also understand that in case rate is not quoted for any activity our offer will be rejected.
- f. We also understand that the rates quoted shall be applicable to all jurisdiction of Rajasthan Discoms and not limited to any specific area or location.
- g. We understand that the evaluation of contract shall be made on Total price worked out.
- h. We understand and are agreed that JVVNL shall have the liberty to assign any or all optional activities during the currency of contract and may eventually withdraw the same in full or partially.

Signature \_\_\_\_\_

Designation \_\_\_\_\_

Date:

Place:

Name: \_\_\_\_\_

[Authorized Signatory with seal of Company / bidder]

## **FINANCIAL OFFER: GUIDING NOTE**

Price schedule is for reference purpose only. Bidder has to quote the price in BOQ.xls only.

Please do not fill the prices here.

S.No.	Particular of activity	Qty					Rate Rs.
1	“Supply of Scanners for Rajasthan Discoms”	550					

### CLARIFICATION REGARDING BID PRICE SCHEDULE

1. The bidder will furnish the break-up of the quoted price indicating rate and type of each tax clearly, as per the prevailing rate on the bid date in compliance document of financial offer. Any statutory variation and imposing new tax by government subsequently during the currency of contract shall be on JVVNL account

### FORMAT FOR PERFORMANCE SECURITY DEPOSIT (BANK GUARANTEE)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the (Insert name of the Selected Bidder) \_\_\_\_\_ agreeing to undertake the obligation under the Lol dated \_\_\_\_\_ and the RfP Documents and ( Insert the name of the Procurer) \_\_\_\_\_, agreeing to execute the PPA inter alia with the Seller, regarding supply of services during the period \_\_\_\_\_ {Insert Period} on short term basis, in response to the RfP issued by Superintending Engineer(IT) as an authorized representative of JVVNL vide NIT No \_\_\_\_\_ {Insert NIT No} and Authorized Representative having issued Letter on Intent (Lol) to \_\_\_\_\_ {Insert Name of the bidder} as per the terms of the RFP, the \_\_\_\_\_ (insert name of bank) (hereinafter referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to (Insert name of the Procurer) \_\_\_\_\_ at \_\_\_\_\_ ( insert the place from the address of the respective Procurer indicated in Lol) forthwith on demand in writing from (name of the Procurer) or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ only (insert the amount of the Bank guarantee in respect of the Procurer as per the terms of Lol) \_\_\_\_\_, on behalf of M/s \_\_\_\_\_ (insert name of the Seller or the Selected Bidder on behalf of the Seller).

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ (insert date as per term of RFP document) and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs \_\_\_\_\_ only).

Our Guarantee shall remain in force until \_\_\_\_\_ (insert last date of period of contract). The Procurer shall be entitled to invoke this Guarantee till \_\_\_\_\_ (insert date which is one month after the date in the preceding sentence).

The Guarantor Bank hereby agrees and acknowledges that the Procurer shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. . The bank guarantee will be invoked in the account of JVVNL as under:

Name of Account Holder	Jaipur Vidyut Vitran Nigam Limited
Branch Name	SBBJ, Collectorate Branch, Banipark, Jaipur
IFS Code	SBBJ0010026
Account No.	51093320035
Pan No.	AABCJ6373K

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Procurer/Authorized Representative and \_\_\_\_\_ (insert name of the selected bidder) and /or any other person. The Guarantor Bank shall not require the Procurer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Procurer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the \_\_\_\_\_ (insert name of Bidder) or the Selected Bidder, to take any claim against or any demand on \_\_\_\_\_ (insert name of Bidder) or the Selected Bidder or to give any notice to \_\_\_\_\_ (insert name of Bidder) or the Selected Bidder or to enforce any security held by the Procurer or to exercise, levy or enforce any distress, diligence or other process against \_\_\_\_\_ (insert name of Bidder) or the Selected Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_ (date to be inserted as per bidding document) with an additional claim period of thirty (30) days \_\_\_\_\_ thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_