

TENDER SPECIFICATION NO : # TN-IT-19

Cost of tender specification: Rs.2950/-

“To supply and install Desktop Computers with post installation support at various subdivisions of Ajmer Discom”

Ajmer Vidyut Vitran Nigam Limited
Office of the Superintending Engineer (IT)
Opp. 220 kV GSS, Naka Madar, Ajmer – 305 001 (Rajasthan)



Last Date for submission of Proposal is 14-12-2017 up to 03:00 PM.

(This document is meant for the exclusive purpose of RFP and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.)

AJMER VIDYUT VITRAN NIGAM LIMITED

IT CELL, NAKA MADAR, AJMER

TENDER SPECIFICATION NO. # TN-IT-19

Contact Details	
Contact Person	Superintending Engineer (IT), AVVNL, Ajmer
Telephone:	(0145) 2671860
☎:Fax	(0145) 2671860
✉:Email	seitavnajmer@gmail.com
Website	www.energy.rajasthan.gov.in/avvnl

**NOTICE INVITING TENDER- TN-IT-19**

AVVNL invites Technical & Financial e-Bids for "Supply and Install Desktop computers with post installation support at various subdivisions of Ajmer Discom" 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	To supply and Install Desktop computers with post installation support at various subdivisions of Ajmer Discom.
Cost of Tender Document (non-refundable)	Rs. 2950/- including GST@18% (Rupees Two Thousand Nine Hundred Fifty only)
e-Tender Processing Fee (non-refundable)	Rs. 1180/- including GST@18% (Rupees One Thousand One Hundred Eighty only)
Estimated Project Cost	Rs. 1,49,40000/-including GST@18% (Rupees One Crore Forty Nine Lakhs Forty Thousand only)
Earnest Money Deposit (EMD)	Rs 298800/- (Rupees Two Lakh Ninety Eight Thousand Eight Hundred only)
Publishing Date/Time	13-11-2017, 06:00 PM.
Document Download / Sale Start Date	From 13-11-2017, 06:00 PM onwards at https://eproc.rajasthan.gov.in
Document Download / Sale End Date/Time	14-12-2017, Up to 11:00 AM
Bid submission Start Date/Time & Place of submission of bids	13-11-2017, 06:00 PM onwards at https://eproc.rajasthan.gov.in
Bid submission Last Date/ Time	14-12-2017, up to 03:00 PM



Submission of Banker's Cheque/ Demand Draft for Tender Fee, EMD, and Processing Fee	14-12-2017 Up to 12:00 PM at Office of Sr. Accounts Officer (EA& Cash), Panchsheel Nagar, Ajmer Note : The Processing Fee will be deposited at Office of SE(IT), AVVNL, Ajmer
Date, Time and Place of Opening of Technical Bids	15-12-2017, 03:00 PM at https://eproc.rajasthan.gov.in
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.	www.energy.rajasthan.gov.in/avvnl , https://eproc.rajasthan.gov.in
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>. 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



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" 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, <http://www.energy.rajasthan.gov.in/avvnland> <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. 2950/- including GST@18%(Rupees Two Thousand Nine Hundred Fifty only) in Demand Draft in favour of Sr. Accounts Officer (EA & Cash) ,AVVNL, Ajmer payable at Ajmer and e-Tender Processing Fee: Rs. 1,180/- including GST@18% (Rupees One Thousand One Hundred Eighty only) in 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. 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).



8. AVVNL 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.
9. 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.
10. 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.
11. 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.
12. The Bids can be submitted up to date and time given as specified in the NIT.
13. The complete bidding process is defined in Section-I of this RFP document.
14. In case, a bidder imposes conditions which are in addition or at variance or in conflict with the terms and conditions as specified in this RFP document, all such bid-proposals will be summarily rejected and EMD submitted along with the bids will be forfeited.
15. Tendering Authority reserves the complete right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever. No further discussion/ interaction will be held with the



-
- bidders whose bids have been disqualified/ rejected by the purchaser/ tendering authority.
16. In case, a dispute arises with regard to interpretation/ omission/ error in the RFP document, bid submitted, other documents; the decision of SE (IT), AVVNL, Ajmer will be final and binding upon the bidders.
17. Interested bidders may obtain further information from the office of the Superintending Engineer (IT), Ajmer Vidyut Vitran Nigam Ltd, Naka Madar, Ajmer on any working day between 9.30 AM to 6.00 PM from 14-11-2017.

Superintending Engineer (IT)



Document Summary	
Document Name	Tender Specification No TN-IT-19 <i>To supply and Install Desktop computers with post installation support at various subdivisions of Ajmer Discom.</i>
Document Owner	Superintending Engineer - (IT) Ajmer Vidyut Vitran Nigam Limited, Ajmer
Document Security Classification	Restricted
Permissions	This tender specification is not transferable and shall not be reproduced without written permission of the owner
Total number of pages	92
Annexures	11
Schedules	7

Table of contents

Sr. No.	Title	Page No.
1.	Notice Inviting Tender	1
2.	Broad Scope of Work	8
3.	Section -I Instruction To Bidder	9
4.	Section -II Terms & Conditions	35
5.	Section-III Part-I Schedule of Requirement	55
6.	Section-III Part-II Pre Qualification Requirement	56
7.	Section-III Part-III Requirements of System	57
8.	Annexure 1: General profile of the bidder	64
9.	Annexure 2: Collaboration / Consortium / JV details	65
10.	Annexure 3: Organizational Capabilities	66
11.	Annexure 4: Financial Details	67
12.	Annexure 5: Experience summary	68
13.	Annexure 6: Proposed System	69
14.	Annexure 7:Details of guaranteed and other reports to be generated & furnished to the client	70
15.	Annexure 8: Vendor Warranty	71
16.	Annexure 9: Security Bank Guarantee Format	74
17.	Annexure 10: Performance Bank Guarantee Format	76
18.	Annexure 11:Draft Agreement	80
19.	Schedule 1: Schedule of deviations	83
20.	Schedule 2: Confirmation of "No deviation" in commercial terms and conditions of this tender	84
21.	Schedule 3: Confirmation of "No deviation" in technical terms and conditions of this tender	85
22.	Schedule 4: Supporting documents to substantiate meeting of QR	86
23.	Schedule 5: Experience summary	87
24.	Schedule 6 : Schedule of Completion.	88
25.	Schedule 7 : Check List	89
26.	Financial Offer: Guiding Note	91



1. Broad scope of work

To supply and Install Desktop computers with post installation support at various subdivisions of Ajmer Discom while including the following components

i. Supply and Installation of computer

To supply and Install Desktop Computers at various subdivisions of Ajmer Discom.

ii. Warranty and post Installation support

All the supplied Desktop Computers to have comprehensive onsite warranty (inclusive of parts and labour) for 5 years Post Installation support as per the given service level.

Detailed scopes of work with technical specification of Desktop Computers is explained in section III "Requirements of system" of this tender specification document.

SECTION –I: INSTRUCTION TO BIDDER

1. GENERAL INSTRUCTIONS

- 1.1. The Ajmer Vidyut Vitran Nigam Ltd [hereinafter to be referred to as AVVNL] 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), Ajmer Vidyut Vitran Nigam Limited, Ajmer 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 bidder shall furnish Earnest Money of Rs 298800/- (Rupees Two Lakh Ninety Eight Thousand Eight Hundred only) by DD/Banker's cheque payable in the name of Sr. Accounts Officer (EA&Cash), AVVNL, Ajmer up to stipulated date & time, and obtain a receipt, thereof Sr. Accounts Officer (EA&Cash) will be the custodian of the EMD. No other mode of deposit shall be accepted.
- 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 bidders, the Earnest money will be refundable on production of the original receipt within a month after finalization of the tender. In case of successful bidders the Earnest Money will be released after acceptance of Security BG, referred in the Clause 3 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 AVVNL 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 AVVNL reserves the right to forfeit Earnest Money Deposit or a part thereof in circumstances, which according to it indicate that the bidder 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.energy.rajasthan.gov.in/avvnl> but must pay the cost of tender/bidding document Rs. 2950/- including GST@18% (Rs. Two Thousand Nine Hundred Fifty only) [non-refundable] in Bank Draft payable to Sr. Accounts Officer (EA&Cash) AVVNL, Ajmer and e-tender processing fee amounting to Rs. 1180/- including GST@18%(Rs. One Thousand One Hundred Eighty only) by DD/Banker's Cheque in favour of M.D, RISL payable at Jaipur up to stipulated date & time in the office of Superintending Engineer (IT), AVVNL, Ajmer and obtain acknowledgement thereof. The processing fee will be sent to RISL by Superintending Engineer (IT), AVVNL, Ajmer.

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 AVVNL, 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.energy.rajasthan.gov.in/avvnl & <https://eproc.rajasthan.gov.in> only.
- 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 on 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. AVVNL 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 AVVNL'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 bidder(s).

-
- 4.5.2 No alteration should be made to the format of the tender specification and schedules. The bidder 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 Ajmer 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 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.

4.5.12 AVVNL can ask the bidder to submit any document in original.

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

4.5.13.1 **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. Account Officer(EA&Cash), Ajmer on account of depositing EMD in favour of Sr. Account Officer(EA&Cash), Ajmer.
- ii. Proof of submitting tender processing fee i.e the acknowledgement issued by the Superintending Engineer (IT), AVVNL, Ajmer 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. Account Officer(EA&Cash) Ajmer on account of depositing tender document cost through DD/Banker's Cheque in favour of Sr. Account Officer(EA&Cash) Ajmer payable at Ajmer.

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

In this part of bid, bidder 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.

4.5.14.3 **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.

4.6 DOCUMENTS COMPRISING THE BID

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

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

4.6.3 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.

4.6.4COVER – II for Prequalification Requirement /Technical Bid as detailed below:

- i. Technical Offer as per SECTION III Part –III of specification
- ii. Enclose ISO 9001-2000 certificate for manufacturer & authorization from OEM in case of authorized dealer/distributor.
- iii. Enclose copies of order so executed/orders in hand.
- iv. **Undertaking that company have not been blacklisted from the Government of Rajasthan or Rajasthan Discoms**



-
- v. Specification of items to be supplied as per technical specification attached.
 - vi. Relevant document as a proof of valid Registered GSTIN number.
 - vii. Annexure 1: General profile of the bidder
 - viii. Annexure 2: Collaboration / Consortium / JV details
 - ix. Annexure 3: Organizational Capabilities
 - x. Annexure 4: Financial Details
 - xi. Annexure 5: Experience summary
 - xii. Annexure 6: Proposed System
 - xiii. Annexure 7: Details of guaranteed and other reports to be generated & furnished to the client
 - xiv. Annexure 8: Vendor Warranty
 - xv. Annexure 9: Security Bank Guarantee Format
 - xvi. Annexure 10: Performance Bank Guarantee Format
 - xvii. Annexure 11: Draft Agreement
 - xviii. Schedule 1: Schedule of deviations
 - xix. Schedule 2: Confirmation of "No deviation" in commercial terms and conditions of this tender
 - xx. Schedule 3: Confirmation of "No deviation" in technical terms and conditions of this tender
 - xxi. Schedule 4: Supporting documents to substantiate meeting of QR
 - xxii. Schedule 5: Experience summary
 - xxiii. Schedule 6 : Schedule of Completion.
 - xxiv. Schedule 7 : Check List.
 - xxv. Manufacturer Authorization Form (MAF) on the letter head of OEM
 - xxvi. Proof of mandatory certification for Desktop Computer.
 - xxvii. Any other information Bidder may like to highlight.



- xxviii. Power of Attorney for authorized signatory to sign the tender document digitally.
- xxix. Name & correspondence address of the bidder along with phone /Fax No. & email address
- xxx. Satisfactory evidence of authority of the person signing on behalf of the Bidder furnished with the bid

4.6.5 COVER – III for Financial/Price Bid/BOQ: The Bidder shall submit the financial offer in excel file of BOQ only electronic mode .

4.6.6 ALTERNATIVE BIDS

Alternative bids shall not be considered at all.

5.0 BID PRICES

- 5.0.1 All the prices should be firm & quoted only in Indian Rupees (INR) Currency.
- 5.0.2 The quoted prices(Firm) 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 AVVNL account.
- 5.0.4 Goods & Service tax: Ajmer Vidyut Vitran Nigam Limited is registered dealer under Rajasthan Goods and Service Tax-2017 Reg No. 08AACCA8562E1ZP.

5.1 PERIOD OF VALIDITY OF BIDS

- 5.1.1 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.
- 5.1.2 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.

- 5.1.3 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 if any submitted against the EMD suitably.

5.2 FORMAT AND SIGNING OF BID

- 5.2.1 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>.
- 5.2.2 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.
- 5.2.3 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.

5.3 SIGNATURE OF BIDDER

- 5.3.1 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.

- 5.3.2 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).
- 5.3.3 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.
- 5.3.4 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.
- 5.3.5 The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 5.3.6 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.

5.4 DEADLINE FOR THE SUBMISSION OF BIDS

- 5.4.1 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.
- 5.4.2 Any change in date of submission and opening of bids would also be placed on the AVVNL website 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.



5.4.3 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.

5.5 DELAYED/ LATE BIDS

5.5.1 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.

5.5.2 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.

5.6 RECEIPT OF TENDERS/ BIDS

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

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

5.7 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.

5.8 BID OPENING

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

- 5.8.2 The tendering authority shall conduct the bid opening at the address, date and time specified in the NIT.
- 5.8.3 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.
- 5.8.4 First, envelopes marked "Cover-1" and "Cover-2" shall be opened.
- 5.8.5 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 In the course of evaluation and comparison of bids, AVVNL may ask bidders individually for clarification, in writing. No change in the substance of the bid shall be permitted except as required to confirm the correction of any typographical error.

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 TECHNICAL BIDS:-

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



- 6.6.1** 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.
- 6.6.2** 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.
- 6.6.3** 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.
- 6.6.4** 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.
- 6.6.5** 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.

B. EVALUATION OF FINANCIAL BIDS

- 6.6.6** 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.
- 6.6.7** Conditional bids are liable to be rejected.
- 6.6.8** The offers shall be evaluated and marked L1, L2 and L3 etc. L1 being lowest offer and then others in ascending order
- 6.6.9** 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.



6.7 CORRECTION OF ARITHMETIC ERRORS

6.7.1 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.

6.8 NEGOTIATIONS

6.8.1 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.

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

6.8.3 Negotiations shall be conducted with the lowest bidder (L1) only and by information given in writing with a minimum period of 3 days (in case of a local bidder) and 7 days (in case of an



outstation bidder) shall be given for response in writing and in sealed cover. In case of urgency the tender sanctioning Procurement Committee may reduce the notice period for negotiations, provided the bidder receives the information regarding holding negotiations.

6.8.4 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.

6.9 DISQUALIFICATION

6.9.1 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 AVVNL, 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 , AVVNL reserve the right to reject the bid or take necessary loading / unloading to arrive the correct price as per aspersion of AVVNL / 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.

6.9.2 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.

6.9.3 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 120 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 AVVNL 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, AVVNL 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 AVVNL 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

AJMER VIDYUT VITRAN NIGAM LIMITED

IT CELL, NAKA MADAR, AJMER

TENDER SPECIFICATION NO.TN –IT-19

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 AVVNL. 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 "AVVNL" shall mean the AJMER 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 "AVVNL".
 - 1.1.2 The "Bidder"/ "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 bidder who's tender has been accepted by the "AVVNL" and shall include the bidder heirs, legal representative, successors and assignees approved by the purchaser.
 - 1.1.4 The "Managing Director" shall mean the Managing Director, AVVNL, Ajmer.
 - 1.1.5 The "Engineer" shall mean the Chief Engineer, Dy. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, AVVNL, Ajmer 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 AVVNL 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) Instructions to bidder (ITB)
- iii) Tender form including schedule of prices
- iv) Earnest Money Deposit (EMD)
- v) Letter of Intent (LoI) and it's acknowledgement
- vi) Security Deposit / Bank Guarantee (SBG)
- vii) Formal Work Order (WO)
- viii) Guaranteed Test Performance (GTP) and Penalty
- ix) General Conditions of Contract (GCC)
- x) Special Instructions
- xi) Site Conditions,
- xii) Specification, specific conditions, schedules and annexure.
- xiii) 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.
- xiv) The agreements to be entered into under clause 11 of these General terms & Conditions.

1.2.2 The "Specification" shall mean the specification (this complete Document); specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.

1.2.3 The consumer / customer management system is the system for consumers and prospective customers of the Discom

1.2.4 The Month shall mean, English calendar month i.e. period of 30 days and week shall mean a period of 7 days.

1.2.5 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.

1.2.6 "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.

1.2.7 The "Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.



- 1.2.8 Formal work order shall mean the customer's letter which will be issued as detailed work order 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.
- 1.2.9 "Writing" shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
- 1.2.10 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.
- 1.2.11 Works importing "PERSON" shall include firms, Companies, Corporations and other bodies whether incorporated or not.
- 1.2.12 Words importing the singular only shall also include the plural and vice version where the context requires.
- 1.2.13 Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897).

2. **CONTRACT PERIOD:**

The contract period will remain valid till entire supply and Installation of the Desktop Computers and completion of onsite support and comprehensive warranty on Desktop Computers for a period of **five years**, from the successful Installation of the supplied Desktop Computers. The Installation will be considered as successful when the vendor runs the system and demonstrates its successful running to the concerned officer in charge / consignee.

3. **SECURITY AND PERFORMANCE BANK GUARANTEE /DEPOSIT:**

3.1 SECURITY BANK GUARANTEE / DEPOSIT : A Security Deposit/Guarantee is equivalent to 2% (two percent) of contract value within 15 days of receipt of work order, by crossed Bank Draft or by way of Bank Guarantee from any scheduled Bank in the prescribed Performa (the amount of earnest money will be refunded) on a Rajasthan State Non judicial stamp paper of appropriate value @ 0.25% of SBG amount duly authenticated by the issuing Banker.

This Bank Guarantees is to remain valid for a period of 6 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.

- 3.2 **PERFORMANCE DEPOSIT/GUARANTEE:** A performance deposit / Guarantee equivalent to 10 % of contract value shall be deposited by the successful bidder either in DD with the Sr. Account Officer(EA&Cash) AVVNL, Ajmer or in the form of Bank Guarantee from scheduled Bank on non-judicial stamp papers of appropriate value as intimated by AVVNL in the prescribed format addressed to the Superintending Engineer [IT], AVVNL, Ajmer for satisfactory work performance within 15 days of receipt of the Detailed Purchase Order. The Bank Guarantee is to be remained valid for a period of 5 years + 03 months claim period from the date of commencement of contract and may have to be extended if desired.

It would be preferred that the vendor furnishes the bank guarantee for 5 years + 03 month claim period at first instance but if the vendor furnishes the BG for less period (not less than 18 month at first instance) at first instance **it will be the sole duty of vendor to get the BG extended well in time to maintain its validity as desired. AVVNL may invoke the BG without giving any information if validity of BG expires before 5 years+03 month claim period.**

- 3.3 The above BGs is to be furnished in whole Rupees with validity up-to last day of required calendar month. Bank commission charges or any other charges, if any, shall be to the Contractor's account.
- 3.4 The Bank guarantee must be from any Nationalized/Scheduled Bank. 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.
- 3.5 Unless otherwise specifically required to be retained/forfeited by the NIGAM, the Security deposit shall be refundable on request of the contractor after three months on completion of the entire work to the satisfaction of the NIGAM.
- 3.6 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.
- 3.7 If the contractor fails to provide the Security 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.



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 equipment and executing the work in terms of the contract including all details and incidental works and supply all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection and safe and efficient working of 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 annexure(s). The terms and conditions as specified in this section if differ from the terms indicated in the detailed work order and its annexure(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 fulfilment 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:

- i. Contract agreement along with letter of intent.



- ii. Work order and its Annexure.
- iii. Complete specifications.
- iv. GCC duly signed
- v. Instructions to tenderers duly signed
- vi. Bid proposal form and its schedules including price schedule and completion schedule
- vii. Power of Attorney in favour of the signatory on non judicial paper of Rs 100/-

6 CHANGE OF QUANTITY

The owner reserves the right to change the quantities of Desktop Computers from the scope as specified in the accompanying technical specifications, at the time of award of contract or during the execution of the contract. In case any change of quantities of Desktop Computers varies from the scope of work, the value of contract will be changed accordingly.

7 RULES & REGULATIONS:

The Agency will also follow the labour regulations and the directions of Government and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time. The owner reserves the right to place the order for any quantity or extend the Tender quantity.

8 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

9 COMPLIANCE OF LABOUR LEGISLATION

The bidder shall discharge its liability of employer/ contractor in respect of personnel to be engaged for service, as said out in EPF and MP Act, 1952 ESI Act, 1948 (in ESI implemented area), workmen's compensation act, 1923 (in non ESI implemented



area) contract labour (R&A) Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948 etc. The bidder is required to get separate code under the provision of EPF and ESI Acts, if not already taken and deposit the employer's contribution along with employee subscription, as per rule and submit copy of challans at the time of claiming payment, as per clause 28, failing which an amount equivalent to employer's contribution and employees subscription shall be deducted from his each bill and deposited with the concerned authorities. The bidder shall be solely responsible for any consequences arising out of breach of any legislation.

10 MAINTENANCE OF SYSTEM

The agency shall be fully responsible for maintenance of hardware, software, and other items that are supplied by him.

11 INSURANCE

- I. The agency at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect its interest and interest of the AVVNL against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the AVVNL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of contract shall be of agency alone. The agency's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the agency shall be in a joint name of the AVVNL and the agency. The agency shall, however, be authorized to deal directly with Insurance Company or companies and shall be responsible in regard to maintain of all insurance covers. Further the insurance should be in freely convertible currency.
- II. The contractor shall take necessary insurance against loss, damage, theft, pilferage, fire, accident and damages during transit and Installation 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.



- III. The insurance as per this specification shall be in the joint names of the AVVNL and the agency so that the AVVNL 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 AVVNL.
- IV. It will be the responsibility of the agency to lodge, pursue and settle all claims (for all the equipment) with the insurance company in case of any damage, loss, or fire and the AVVNL 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.
- V. 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).
- VI. The agency shall also ensure the following: -
- (a) 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.
 - (b) The insurance should be valid from the date of start of work and shall remain valid up to 30 days from the date of maintenance and support for the entire items .

12 REMEDY ON AGENCY FAILURE TO INSURANCE: If the Agency shall fail to effect and keep in force insurance referred to in clause 11 hereof or any other insurance which he may be required to effect under the terms of contract then the AVVNL 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 AVVNL as aforesaid from any money due or which may become due to the Agency or recover the same as debt from the Agency.

13 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.

14 MAINTENANCE OF FACILITIES AND PERSONNEL



FACILITY: The Agency shall maintain all requisite facilities of its own as required to carryout the work as per the specification.

The agency shall also maintain communication equipments like telephone with fax, mobile phone, Internet etc. for interaction with AVVNL and others.

- (i) **NODAL OFFICER:** To interact between the Supervisory officer and agency, The Superintending Engineer (IT) will act as a Nodal Officer. Similarly, the agency shall communicate the name of the authorized person(s) that would act as a Nodal Officer(s) from its side.

16 NOTIFICATION

AVVNL shall inform all its officers the details of agency (CLSC address, names of the contact person, their mobile number, web site of the agency etc) on its part to take best use of the agency.

17 CONTRACT AGREEMENT

The Contractor / supplier and purchaser shall, as soon as possible, unless otherwise agreed upon, enter into a sealed agreement for the proper fulfillment of the contract, the expenses of completing and stamping the contract shall be borne by the contractor / supplier and shall be furnished to the purchaser free of charge in two copies within 21 days and one copy shall be returned by the purchaser to the contractor / supplier after doing the needful. All orders / instructions to the contractor / supplier shall except as herein otherwise provided, be given by the Engineer on behalf of the purchaser.

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

Agency shall indemnify AVVNL 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.

18 FALL BACK ARRANGEMENT

In the event of failure of the agency to fulfill its obligations, duties and responsibilities as per the agreement terms, AVVNL shall interalia have the right, at any time to resort to fall back arrangement. Under this plan, AVVNL shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the security deposit the losses



suffered due to such failure. If the security deposit is insufficient, the Agency shall pay the difference to AVVNL failing which AVVNL shall have right to recover the sum through legal or other means.

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

19 GOVERNING LAWS AND JURISDICTION

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

20 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 AJMER CITY (RAJASTHAN) INDIA. All disputes, differences questions whatsoever arising between the AVVNL and the agency upon or in relation to or in connection with the contracts shall be deemed to have arisen at AJMER CITY only and no court other than court at Ajmer, Rajasthan shall have jurisdiction to entertain or try the same.

21 SETTLEMENT OF DISPUTES

In any time any question, dispute or difference what so ever which may arise between the AVVNL and the agency, the same shall be decided by the MD, AVVNL, Ajmer or by the settlement committee constituted by him and shall be final and binding on both the parties.

The AVVNL has constituted settlement committee to settle the disputed cases. For the disputed amount up to Rs. 2.5 Lac the case may be referred to the CE level settlement committee and if the disputed amount is more than Rs.2.5 Lac the case shall be referred to the corporate level settlement committee. The non refundable fees for referring the case to the settlement committee are as given below or prescribed time to time:

- i) Reference fee for CE level settlement committee - Rs.300/-
- ii) Reference fee for corporate level settlement committee-Rs.3000/-
- iii) Fee for review of cases by corporate level settlement committee-Rs 5000/-



The settlement committee fees as shown above or prevailing at that time shall be deposited in cash with the Sr. Account Officer(EA&Cash), Ajmer.

22 CONDUCT OF AGENCY'S STAFF

It is being clarified that the vendor will have to deploy its manpower who will possess highest degree of integrity and will at no time keep data / database / corporate information under their possession. While attending to the IT complaints, the vendor's personnel will not access any data.

23 LIEN

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

24 TENDER FORMS AND ACCEPTANCE OF TENDER

Each bidder must prepare and submit his tender strictly according to the procedure laid down in the instructions to bidder annexed herewith. The bidder 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 bidder 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.

25 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.

26 CONTRACTOR'S DEFAULT

- I. 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.
- II. 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.

27 COMPLETENESS OF CONTRACT

The equipment shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally supplied with such equipment even though not specifically detailed in the specification unless included in the list of excluded items. The contractor shall not be eligible for any extra payment in respect of such mounting, fittings,



fixtures and standard accessories etc. Which are needed for the safe operation of the equipment as required by applicable codes only as per contract, through and they may not have been included specifically in the contract.

28 INSPECTIONS AND TESTING

- I. All the computer hardware and other system which will be supplied and installed shall undergo pre dispatch physical inspection by AVVNL officers. **Before supply of items, clearance from AVVNL is required. The agency will have offer the materials in writing for physical inspection.**
- 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 bidder shall state in his tender the places of physical inspection.
- IV. The vendor shall intimate at least 7 days in advance through notice(s) about the readiness of material for dispatch commensurate with specific delivery schedule so as to enable the purchaser to depute his representative for inspection testing and checking of the material/equipment. For this purpose the date of receipt of the letter in the office of the purchasing authority shall be deemed as the date of call for inspection and not the date mentioned in the letter and the date of dispatch. In case, material/equipment is not found ready by the representative of the purchaser deputed for inspection to with tolerance of (-) 10% or if the inspection is not got carried out by any, the extent of the quantity indicated in the inspection call reasons on account of the supplier an amount of Rs.5000/- only for the supplier's work located in Rajasthan and an amount of Rs.15000/- only for the Supplier's works located outside Rajasthan will become payable by the supplier on this account to the Sr. Account Officer(EA& Cash), AVVNL, Ajmer. The supplier will deposit the amount with the Sr. Account Officer(EA& Cash), AVVNL, Ajmer immediately under intimation to this purchasing authority, failing which the subsequent call for inspection shall not be entertained.
- V. 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.



- VI. Unless the inspection is specifically waived no material shall be dispatched without inspection and clearance for dispatch by the purchase's representative.
- VII. The purchaser reserves the right to reject all or any part of the material being manufactured or awaiting dispatch, due to any defect or deviations from the standard specifications prescribed as observed during the Inspection. In case of any dispute/difference in this regard the decision of the Chief Engineer(IT) shall be final and binding.
- VIII. 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.

29 Goods and Service Tax: The bidder should have a valid GSTIN number and relevant document as a proof of GSTIN number.

30 MODE OF PAYMENT

30.1 The payment shall be made on completion of contractual formalities and against receipted challans duly verified by the Superintending Engineer (IT) / Officer In-charge in association with Sr. Accounts Officer(CPC) and other documents furnished directly to the Sr. Accounts Officer (CPC).

30.2 The invoices shall be correctly prepared in four (4) copies in the name of Superintending Engineer(IT), and shall be submitted to Superintending Engineer(IT) who will verify all the copies of invoices / challans in token of acceptance of material in good condition and as per the specification given in the purchase order. The SE(IT) will retain one copy and endorse one copy each to supplier. Remaining one copy of invoice along-with original challan / bill) will be forwarded to the Sr. Accounts Officer (CPC), AVVNL, Ajmer for arranging the payment of supplier / contractor.

30.3 The payment of material supplied shall be made by the Sr. Accounts Officer (CPC), AVVNL, Ajmer on submission of bill along-with all required documents.



For claiming 100% payment, completion of following formalities is essential :

- (i) Execution of contract
- (ii) Inspection clearance(If applicable)
- (iii) Dispatch instructions
- (iv) Acceptance of SBG
- (v) Acceptance of PBG .
- (vi) Furnishing of manufactures' guarantee as per clause
- (vii) Proof of insurance as per clause
- (viii) Obtaining Supply & Installation Certificates, issued jointly by the concerned subdivision AEn and circle AEn(IT)/JEn(IT) of Ajmer Discom
- (ix) Type test report wherever applicable.

30.4 Following documents shall be submitted along-with the invoice(s) / Performa invoice(s).

- (a) Goods and Service Tax certificate as per Clause.
- (b) A certificate regarding inspection in the following Performa:-
Certified that the material/equipment covered by the Performa invoice have been inspected and cleared for dispatch by the authorised representative of the purchaser (Inspector's clearance report be enclosed). The inspections for such items have been specifically waived by the purchaser Vide letter No dated
- (c) A telegraphic / fax intimation about the dispatch of material/ equipment shall be given to the consignee(s) and the concerned subdivision office.
- (d) Copy of successful test report of samples tested at CTL, Ajmer & Type Test Report of the consigned lots wherever applicable.
- (e) All subdivision's supply and installation Certificate issued jointly by the concerned subdivision AEn and circle AEn(IT)/JEn(IT) of Ajmer Discom.



31 TERMS OF PAYMENT

A For Supply Part

(I) 100% payment of supplied equipments will be made after Installation. The payment will be claimed after complete supply and Installation of items. The payment shall be released on or within 30 days from the date of receipt of verified invoices / challan on Accounts section. The payment shall be made after successful Installation.

(II) A performance deposit / Guarantee equivalent to 10 % of contract value is to be remained valid for a period of 5 years + 03 months claim period from the date of commencement of contract and will be released after successful completion of support period.

32 SUSPENSIONS OF WORKS

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

33 DEATH BANKRUPTCY ETC.

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 by terminated by the purchaser by notice in writing to the contractor and the same power and provisions reserved to the purchaser in the event of taking the work out of the contractor's hand's shall immediately become operative.



Change of name of the bidder/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 bidder/supplier

34 GUARANTEE: The Desktop computers, should be guaranteed for satisfactory operation and good workmanship at least for a period of 5 (Five) years from the date of successful Installation of Desktop Computers. Successful bidder shall furnish documents related to the hardware and license certificates of the standard software an undertaking for the above.

35 FAILURE TO EXECUTE THE CONTRACT

Contractor 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.

36 NON- ASSIGNMENT

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

37 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.

38 RESPONSIBILITY



The bidder is responsible for safe delivery of the materials at the destination stores. The bidder should include and provide for packing and secured protection of the materials so as to avoid damages or loss in transit before Installation or during this contract period if required at any time at the contractors cost.

39 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.

40 LIQUIDATED DAMAGES AND PENALTY :-

Schedule of Completion

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	Commencement of supply for all Desktop Computers	Within 15 days from the date of work order
2.	Completion of supply and installation for all Desktop Computers	Within 30 days from the date of work order

The time for and date of delivery specified shall be deemed to be the essence of the contract and supplies shall have to be completed not later than the date (s) specified. Should the contractor / supplier fail to deliver the material/ equipment or any part thereof within the specific delivery period, the purchaser shall be entitled at his option for the following penalties :-

- i. **Delay in supply, Installation:** 1/2 % 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 10 % of the unit item cost. The date of scheduled commencement specified in the work order shall be reckoned for the purpose of consideration of penalty.



- ii. **Delay in Post Installation Support:** If complaint is not rectified within stipulated time mention in Section III Part III Clause No. 5 for Desktop Computers, then Rs 500/- per day will be levied for each individual complaint. In case of fault not being rectified for 72 hours then the vendor shall arrange to supply an alternate system at the site. The vendor will do necessary software Installations (that have been installed on the machine) and data transfer so that the work is not affected due to the failure of machine.

41 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 subdivisions are manned by Nigam employees/staff, the Assistant Engineer of the utility shall ensure the proper upkeep of the system at field; however, contractor shall monitor the same for operational defects.

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

- 43 CLIMATIC CONDITIONS:** The system are for use in Ajmer Discom and should be satisfactory for operation under tropical conditions in the area of Ajmer Discom and shall be able to maintain the desired output and withstand a wide range of temperature & climatic experience in Ajmer Discom cities.



-
- a) The ambient temperature will be within the range of + 0 Degree Centigrade to + 55 Degree Centigrade.
 - b) The altitude will be less than 500 meters.
 - c) The maximum & minimum atmospheric humidity will be in the range of 95% & 10 % respectively.
 - d) Average Number of thunderstorm days per annum is 65.
 - e) Average Number of dust storm days per annum is 15.
 - f) Average Number of rainy days per annum is 65.
 - g) Average annual rainfall is 100 cm.
 - h) 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 in Ajmer Discom.

**SECTION-III PART-1 Schedule Of Requirement**

AJMER VIDYUT VITRAN NIGAM LIMITED
IT CELL, NAKA MADAR, AJMER
TENDER SPECIFICATION NO.TN –IT-19
SCHEDULE OF REQUIREMENT

1. **GENERAL INFORMATION AND GEOGRAPHICAL AREA UNDER SCOPE:** The vendor has to supply and Install the Desktop Computers under this tender to various subdivisions of Ajmer Discom .The details of Desktop Computers are to be Installed are as under :-

S. No.	Name of Discom	Qty of Desktop Computers(nos.)
1	Ajmer Discom	332
	TOTAL TENDER QUANTITY	332

SECTION-III-PART-II Pre Qualification Requirements

**AJMER VIDYUT VITRAN NIGAM LIMITED
IT CELL, NAKA MADAR, AJMER
TENDER SPECIFICATION NO.TN –IT-19**

I. Relevant Experience:

- (A) In case of authorized Business partner / dealer i.e. if bidder is other than manufacturer, the bidder should be authorized by its OEM to quote all the items against this bid . The bidder should furnish an undertaking from the OEM on the letter head of OEM that bidder would deliver the Services as mentioned in the tender document.
- (B) If the bidder meets the criterion under this section but not a manufacturer then must have prime and direct partnership for selling and support the services under this tender with the OEM.
- (C) The bidder should have a valid GSTIN number.
- (D) The bidder must submit an undertaking on its letter head that it has not been blacklisted by any State / Central Government / Public Enterprises.
- (E) The OEM should have India Telephone numbers available for technical Services for Desktops Computers.
- (F) The manufacturer of the product should be ISO9001:2000 and ISO 14001 process certified for manufacturing the quoted items.

II. Bank solvency:

The bidder has to furnish original bank solvency / credit worthiness certificate from any scheduled bank for execution of a project worth equal to or more than the of estimated project cost . In case of consortium the lead member should meet 50% requirement of bank solvency / credit worthiness.

In case of non-furnishing of requisite Bank solvency, credit worthiness along with the bid the bid will be considered as non responsive proposal

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

SECTION-III-PART-III: Requirements of System

AJMER VIDYUT VITRAN NIGAM LIMITED

IT CELL, NAKA MADAR, AJMER

TENDER SPECIFICATION NO.TN –IT-19

TECHNICAL SPECIFICATIONS

i. SCOPE

This specification covers the purchase of Desktop computers for various subdivisions of Ajmer Discom.

ii. SCHEDULE OF TECHNICAL SPECIFICATION

Desktop computers shall be supplied in accordance with the following specification/standard.

iii. SCHEDULE OF REQUIREMENT

The approximate requirements of Desktop Computers are as under:-

Sr. No	Item Name	Quantity (nos.)
1	Desktop computers	332

Note: - This requirement is tentative and the purchaser may increase/decrease the net quantity to be purchased at the time of deciding the tender.

iv. TECHNICAL FEATURES & SPECIFICATIONS

A. Desktop Computers

S.No.	Feature	Details
1	Processor	7th Generation Intel® i5 - 7400 (3.0 Ghz upto 3.5 Ghz , 6MB Smart Cache)
2	Chipset	Intel B 250 or Higher compatible with the processor
3	Motherboard	OEM Motherboard
4	Memory	4 GB DDR4 RAM or higher expandable to 32GB
5	Hard Disk Drive	500 GB HDD, 7200 RPM or higher

6	Graphics	Integrated HD Graphics
7	Audio	High Definition Integrated Audio with Internal Speaker
8	Ethernet	10/100/1000 on board integrated network port
9	Slots	Minimum 1*16 PCI Express
10	I/O Ports	1 RJ45 port for Gigabit Ethernet, min. 2 USB port in the front & min. 4 USB ports at the back(atleast 2 USB 3.0),Headphone, Microphone, Line in, Line out, 1 HDMI
11	Form Factor	Less than 15 Ltr.
12	Keyboard	OEM USB Keyboard
13	Mouse	Two button USB Optical Scroll Mouse with Mouse pad
14	Operating System	Preloaded Genuine Microsoft Windows 10 Pro 64-bit with preloaded OEM recovery partition and its media and documentation and Certification of Authenticity
15	Monitor	47 cm (18.5 inch) or higher LED Digital Color Monitor, TCO' 5.0/6.0/7.0 certified monitor
16	Patch Cord	Bundled 5 feet patch cord
17	Dust Cover	Dust cover for desktop unit
18	DVD Writer	Optical Drive DVD Writer SATA 12X or Higher
19	UPS	600 VA with minimum 15-20 minutes backup time
20	Diagnostic Tool	BIOS Diagnostics
21	Anti Virus	Total Security (Latest version) of MacAfee/Norton/Kaspersky/Quick heal with Media & 5 Year Subscription (OEM Support, Updates, Patches)
22	Support	Drivers should be available for download from OEM site for at least 5 years from the date of purchase order
23	Warranty	5 Years comprehensive on-site OEM Warranty from the date of installation
24	Certification	EPEAT Gold rating, ENERGY STAR 5.0 compliant, RoHS-compliant, Windows Certified

v. Warranty and post Installation support

All the supplied Desktop Computers (as per point 1 above) to have comprehensive onsite warranty (inclusive of parts and labour) for 5 years. The UPS supplied with Desktop Computers is also to have comprehensive onsite warranty for 5 years. The Manufacturer/Authorized Dealer/Business Partner is also responsible for repair/replacement of battery of UPS if required during the contract.



Post Installation support as per the given service levels

S. No	Item	Service level
1.	Desktop	To be attended within 24 hours. The fault to be removed within <ul style="list-style-type: none">• 24 hours• In case the problem remains unresolved for more than 72 hours then the desktop will have to be replaced with a standby desktop and all necessary software (all the software that were Installed) will be Installed by the vendor along with data transfer• On repair of the fault the original machine will have be replaced with the standby machine• If the repair is not removed within 1 week, then the vendor will have to supply new desktop

The vendor will have to provide a central help desk Telephone/Mobile Number to register the complaints of the users.

vi. Schedule of Completion

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	Commencement of supply for all Desktop Computers	Within 15 days from the date of work order
2.	Completion of supply and installation for all Desktop Computers	Within 30 days from the date of work order

Techno commercial and General Details

TECHNICAL OFFER & GENERAL DETAILS SECTION – 4 PART – A

Part A of the proposal shall have the following:

1. Cover letter (To be submitted on the letter Head of the bidder)
2. Annexures 1 to 11
3. Schedules 1 to 7
4. Bill of Material along with the make and specification
5. Manufacturer's Authorization Form (MAF)
6. Details of mandatory certificate & proof thereof

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

To be submitted complete with all enclosures.

The Superintending Engineer [IT]

Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar, Ajmer-305001

SUB: To supply and install Desktop computers with post installation support at various subdivisions of Ajmer Discom.

Dear Sir,

We have procured tender specification TN –IT-19: To supply and install Desktop computers with post installation support at various subdivisions of Ajmer Discom

We agree to supply and Install the items as per the schedule given in the tender specifications

We also agree that:

1. The prices as mentioned in "Financial offer" are firm in all respect
2. The prices quoted are valid for a period of 120 days from the date of opening of "Techno-Commercial bids" or 90 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 number of items supplied / service delivered.
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

We understand that AVVNL 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 AVVNL 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 proposals and decisions of the AVVNL.

Enclosed:

1. Annexure 1: General profile of the bidder
2. Annexure 2: Collaboration / Consortium / JV details
3. Annexure 3: Organizational Capabilities
4. Annexure 4: Financial Details
5. Annexure 5: Experience summary



6. Annexure 6: Proposed System
7. Annexure7:Details of guaranteed and other reports to be generated & furnished to the client
8. Annexure 8: Vendor Warranty
9. Annexure 9: Security Bank Guarantee Format
10. Annexure 10: Performance Bank Guarantee Format
11. Annexure 11: Draft Agreement
12. Schedule 1: Schedule of deviations
13. Schedule 2: Confirmation of "No deviation" in commercial terms and conditions of this tender
14. Schedule 3: Confirmation of "No deviation" in technical terms and conditions of this tender
15. Schedule 4: Supporting documents to substantiate meeting of QR
16. Schedule 5: Experience summary
17. Schedule 6 : Schedule of Completion.
18. Schedule 7 : Check List.
19. Manufacturer Authorization Form (MAF) on the letter head of OEM
20. Proof of mandatory certification for Desktop Computers.

Thanking you,

Yours faithfully,

Designation_____

Date:

Place:

Annexure – 1: General Profile of the bidder

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

Details	Responses
Full legal name of the bidder	
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/ Partners/Consortium Members	
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: Collaboration / Consortium / JV details

Particulars	Responses
Details of collaboration or consortium arrangement envisaged, if any, with a copy of agreement on non judicial stamp paper of appropriate value	
Name & address of Collaborators, Licensers or Consortium or consortium Member	
Period of collaboration envisaged	
Details of involvement and responsibility of Collaborator or each consortium member	

**Annexure – 3: Organizational Capabilities**

Particulars	Responses
Total number of permanent employees in the firm	
The bidder has more than 5 permanent employees with skill on facilities management on the payroll of the firm for at least 1 year in past 36 months.	Your response in Yes or No
Field organization and resources to be deployed for the proposed job	
Qualification and experience of personnel at different levels to be deployed for the proposed job	
Details of the consultants if employed for the proposed job	



Annexure – 4: Financial Details

No	Particulars	Response
	Turnover FY 14-15 in INR	
	Turnover FY 15-16 in INR	
	Turnover FY 16-17 in INR	
	Total Turnover 14 to 17 in INR	

Enclose audited BS of the aforementioned FYs

Kindly refer to turnover (as mentioned in Section III Part II Pre Qualification Requirements) .



Annexure – 5: Experience Summary

Particulars	Experience
Give detailed write-up on experience / order executed, software development, computer hardware management, etc; 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 – 6: Details of quoted system(s)**

S. No	Particulars	Brand name / product name	Product number / specification number	Compliances of Mandatory Certification
	1	2	3	4
1.	Desk top Computer			YES/NO

Note :The bidder is required to furnish single brand / product no. in column no. 2 & 3. In case of alternatives furnished by the bidder AVVNL reserves the right to select any brand / product no. from the alternatives given by the bidder on the quoted rates.



Annexure – 7: Details of guaranteed and other reports

S. No.	Name of the report	Frequency of generation

Annexure – 8: Vendor Warranty

(Warrantee to be furnished on non-judicial stamp paper worth Rs..... of Govt. of Rajasthan)

To,

The
Superintending Engineer (IT),
Ajmer Vidyut Vitran Nigam Limited,
AJMER

Dear Sir,

THIS DEED OF GUARANTEE is made this day _____ of _____ of the year ____ **Between the SUPERINTENDING ENGINEER (IT), Ajmer Vidyut Vitran Nigam Limited (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the one part and _____ hereinafter called "The Supplier" (which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the other part.**

WHEREAS M/s _____ (hereinafter called the supplier) agreed to supply & install ----- (Name of line) to the Superintending Engineer, Ajmer Vidyut Vitran Nigam Ltd., against Work Order No. _____ dated _____ (hereinafter referred to as the contract).

AND WHEREAS as per the terms of the contract it was provided that the supplier should furnish a Warrantee for supplying any material free of cost that may be required due to defects arising from faulty materials, design and workmanship, so as to make it meet the guarantees and requirements of the contract.

AND WHEREAS at the request of the Superintending Engineer (IT) AVVNL, Ajmer, the supplier M/s _____ has agreed to execute these presents.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

1. The Contractor hereby guarantees to the **SUPERINTENDING ENGINEER (IT)**, AVVNL, Ajmer, the fulfillment by the contractor of the various obligations imposed on him under the aforesaid contract including the obligations of the supplier to supply materials of the good quality, design



and workmanship and the Supplier further guarantees to the Ajmer Vidyut Vitran Nigam Ltd. that they (M/s _____) shall substitute and supply any material free of cost that may be required due to defects arising from faulty material design and workmanship and the Contractor undertakes to indemnify and keep the **SUPERINTENDING ENGINEER (IT)**, AVVNL, Ajmer. indemnified to the extent of full value of contract (Rs. _____) (in words Rupees _____) against any loss or damage that may be caused to or suffered by the Ajmer Vidyut Vitran Nigam Ltd. by reason of any failure by the supplier to supply materials of good quality, design and workmanship as aforesaid.

The decision of **SUPERINTENDING ENGINEER (IT)**, AVVNL, Ajmer. as to whether the supplier (M/s _____) have failed or neglected to perform or discharge their duties and obligations as aforesaid shall be final and binding on the Supplier.

2. The Warrantee herein contained shall remain in full force and effect during the period that would be taken in the performance of the said contract and it shall continue to be valid till all the obligations to the Ajmer Vidyut Vitran Nigam Ltd. under or by force of the contract have been fully and properly discharged by the said supplier, subject however, to the conditions that the Ajmer Vidyut Vitran Nigam Ltd. will have no right under this Warrantee after **60 months** from the date of commissioning/taking over of the line provided further that if any claim arises by virtue of this Warrantee before the aforesaid date, the same shall be enforceable against the supplier notwithstanding the fact that the same is enforced after the aforesaid date.
3. The Warrantee herein contained shall not be affected by any change in the constitution of the Contractors(suppliers).
4. The Supplier further undertake not to revoke, this Warrantee during its currency except with the previous consent of the **SUPERINTENDING ENGINEER (IT)**, AVVNL, Ajmer, in writing.
5. All disputes arising under the said Warrantee, between the Contractor(supplier) and the Ajmer Vidyut Vitran Nigam Ltd. shall be subject to the jurisdiction of Courts, only at Ajmer in Rajasthan alone.

IN WITNESS WHEREOF THE CONTRACTOR HAS executed these presents the day and year written above.

Yours faithfully,
(EXECUTANT)

Signed by the above named Contractor in presence of:-



(Signature with full Name and Address)

Witness:-

- 1.
- 2

(Attested by Notary Public or First Class Magistrate or directly confirmed by the executing Contractor)

Annexure – 9 : Security bank Guarantee Format

SECURITY BANK GUARANTEE

(On non-judicial stamp paper worth Rs..... of Govt. of Rajasthan)

The

Superintending Engineer(IT)

Ajmer Vidyut Vitran Nigam Limited

Ajmer.

In consideration of the **SUPERINTENDING ENGINEER (IT)**, AVVNL, Ajmer (hereinafter called the Purchaser) having agreed that in respect of order No. _____ dated _____ (hereinafter referred to as contract) placed with M/s. _____ having their registered office at _____ (hereinafter called the contractor), the contractor need not to furnish security deposit in cash and/or bank draft, We the _____ having its head office at _____ (hereinafter called the Bank) undertake to pay the purchaser on demand the sum or sums of money payable as security deposit by the contractor in respect of Order No. _____ dated _____ placed by the Ajmer Vidyut Vitran Nigam Ltd. with the contractor subject to the following terms & conditions :-

- (1) Payment pursuant in this undertaking will be demanded by the purchaser from the Bank and will be met by the Bank without question in the case in which the Contractor, on receipt of the order and/or after the acceptance of this tender has been communicated to him by the purchase, make default in entering into an agreement or having entered into such Agreement or otherwise the contractor makes default in carrying out the contract thereof. As to whether the occasion or ground is arisen for such demand the decision of the SUPERINTENDING ENGINEER (IT) or any other officer exercising the powers of SUPERINTENDING ENGINEER (IT), AVVNL, Ajmer shall be final.
- (2) The liability of the Bank shall not at any time exceed to Rs. _____ (Rupees _____)
- (3) The undertaking will be determined on _____ but will, not withstanding such determination, continue to be in force till the expiry of 3 months from the date of completion of line against the aforesaid order.



- (4) No variation in the terms of tender, acceptance or agreement as between the contractor and the purchaser made without the purchaser's consent shall discharge this undertaking.
- (5) No indulgence or grant of time by the owner to the contractor without the acknowledgement of the Bank will discharge the liabilities of the Bank under this guarantee.
- (6) The guarantee herein contained shall not be affected by any change in the constitution of the contractor.
- (7) Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain in force up to _____ unless demand or claim in writing is presented on the Bank within **3 months** from that date, the Bank shall be released and discharged from all liabilities there under. However the validity of the bank guarantee shall be extended as and when required by the Nigam.
- (8) All disputes arising under the said guarantee between the Bank and the Ajmer Vidyut Vitran Nigam Ltd. or between the supplier and the Ajmer Vidyut Vitran Nigam Ltd. pertaining to the guarantee shall be subject to the jurisdiction of Courts only at Ajmer in Rajasthan.
- (9) The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the **SUPERINTENDING ENGINEER (IT)**, Ajmer Vidyut Vitran Nigam Ltd.

IN WITNESS WHEREOF the Bank has executed these presents the day _____ and year _____.

Yours faithfully,

Bankers (Executant)

Witness:

- 1.
- 2.

Annexure – 10: Performance Bank Guarantee Format

PERFORMANCE BANK GUARANTEE

(On non-judicial stamp paper worth Rs..... of Govt. of Rajasthan)

To,

The Superintending Engineer (IT),

Ajmer Vidyut Vitran Nigam Ltd..

Ajmer

Dear Sir,

THIS DEED OF GUARANTEE is made this day _____ of _____ of the year _____ between the **SUPERINTENDING ENGINEER (IT)**, Ajmer Vidyut Vitran Nigam Ltd. (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the one part and the _____, having its head office at _____ hereinafter called "The Bank" (which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the other part.

WHEREAS MESSERS _____ (hereinafter called contractor) agreed for supply & install with post installation support ----- to the **SUPERINTENDING ENGINEER (IT)**, Ajmer Vidyut Vitran Nigam Ltd. against Work order No. _____ dated _____ (hereinafter referred to as the contract).

AND WHEREAS as per the terms of the contract it was provided that the contractor should furnish a Bank Guarantee _____% of the total contract value by way of security for supplying & installing any material free of cost that may be required due to defect arising from faulty materials, design and workmanship, so as to make it meet the guarantee and requirements of the contract.

AND WHEREAS at the request of the contractor the Bank has agreed to execute these present.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

1. The Bank hereby guarantees to the **SUPERINTENDING ENGINEER (IT)**, AJMER VIDYUT VITRAN NIGAM LIMITED, the fulfillment by the contractor of the various obligations imposed on them under the aforesaid contract including the obligations of the contractor to supply



material and of good quality and workmanship and the bank further guarantees to the JAIPUR VIDYUT VITRAN NIGAM LTD. that the contractor shall substitute and supply any material free of cost, that may be required due to defects arising from faulty material design and workmanship and the Bank undertakes to indemnify and keep the **SUPERINTENDING ENGINEER (IT)**, AJMER VIDYUT VITRAN NIGAM LTD. indemnified to the extent of Rs. _____ (in words Rupees _____) against any loss or damage that may be caused to or suffered by the AJMER VIDYUT VITRAN NIGAM LTD. by reason of any failure by the contractor to timely supply material of good quality and workmanship as aforesaid and further undertake to pay to the **SUPERINTENDING ENGINEER (IT)**, AJMER VIDYUT VITRAN NIGAM LTD. on demand a sum not exceeding Rs. _____ (Rupees _____) in the event of the contractor failing or neglecting to perform and discharge the aforesaid duties and obligations on their part to be observed and performed under the said contract.

The decision of the **SUPERINTENDING ENGINEER (IT)**, AJMER VIDYUT VITRAN NIGAM LTD. as to whether the contractor has failed or neglected to perform or discharge their duties and obligations as aforesaid and as to the amount payable to the **SUPERINTENDING ENGINEER (IT)**, AJMER VIDYUT VITRAN NIGAM LTD. by the Bank herein shall be final and binding on the Bank.

2. The guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the obligations to the AJMER VIDYUT VITRAN NIGAM LTD. under or by force of the contract have been fully and properly discharged by the said contractor, subject however, to the conditions that the AJMER VIDYUT VITRAN NIGAM LTD. will have no right under this guarantee after 60 Months + 3 Months grace period from the date of completion / commissioning / taking over of the line, provided further that if any, claim arises by virtue of this guarantee before the aforesaid date, the same shall be enforceable against this bank notwithstanding the fact that the same is enforced after the aforesaid date.
3. The guarantee herein contained shall not be affected by any change in the constitution of the contractor or Bank.
4. The **SUPERINTENDING ENGINEER (IT)**, AJMER VIDYUT VITRAN NIGAM LTD. shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by the NIGAM against contractor and either to enforce or

forebear from enforcing any of terms and conditions of the said contract and the Bank shall not be released from its liability under this guarantee and exercise of the AJMER VIDYUT VITRAN NIGAM LTD. of the liberty with reference to the matter aforesaid or by the reasons time being given to the contractor or any other forbearance, act or omission on the part of the AJMER VIDYUT VITRAN NIGAM LTD. to the contractor or by any other matter or thing whatsoever which under the law relating to the sureties shall but for this provision have the effect of so releasing the bank from such liability.

5. The decision of the **SUPERINTENDING ENGINEER (IT)**, or any other officer exercising the powers of **SUPERINTENDING ENGINEER (IT)**, AJMER VIDYUT VITRAN NIGAM Ltd. shall be the final.
6. The Bank further undertake not to revoke the guarantee during its currency except with the previous consent of the, **SUPERINTENDING ENGINEER (IT)**, AJMER VIDYUT VITRAN NIGAM Ltd. in writing.
7. All disputes arising under the said guarantee, between the Bank and the Nigam or between the contractor and the Nigam pertaining to the guarantee, shall be subject to the jurisdiction of Courts, only at AJMER in Rajasthan alone.
8. Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain in force up to _____ unless demand or claim in writing is presented on the Bank within three months from that date, the Bank shall be released and discharged from all liabilities there under. However the validity of the bank guarantee shall be extended as and when required by the Nigam.
9. IN WITNESS WHEREOF THE BANK HAS executed these presents the day and year written above.

Yours faithfully,
Bankers (Executants)

Signed by the above named Bank in presence (Name and Address)

Witness 1.

Witness 2.

Attested by Notary Public or First Class Magistrate or directly confirmed by the executing bank.



Note: In case the contract is awarded to a joint venture, the contract performance bank guarantee shall be in the name of the joint venture covering all partners of the joint venture, not in the name of the lead partner or any partner(s) of the Joint Venture alone

Annexure – 11 : Draft Agreement

Agreement

(On non-judicial stamp paper worth Rs..... of Govt. of Rajasthan)

This indenture made at.....on.....this..... day of the month of Of the year..... between the Chairman & Managing Director, Ajmer Vidyut Vitran Nigam Ltd. (hereinafter referred to as the Purchaser) which expression unless the context does not permit includes his successors and assigns) of the one part and assigns) of the one part and

(1)To be used in case of Limited Companies

Messrs.....a Private/Public Limited Company incorporated..... under the..... Companies act and having its Registered office at..... (hereinafter referred to as Contractors/Suppliers which expression unless the context does not permit include their successors and permitted assigns).

(2)To be used in case of Partnership concerns.

Messrs..... a Partnership Firm consisting of the following Partners namely.

(Name)	(Age)	(Residence)	(Occupation)
1. _____			
2. _____			
3. _____			
4. _____			

(Hereinafter referred to as Contractors/Suppliers which expression unless the context does not permit includes their respective heirs, executors, administrator, legal representatives, permitted assigns) of the second part, witness as follows:-

1. The contractor does, by these presents agree to supply and install..... to the purchaser and the purchaser does agree to purchase from the suppliers the material specified in the work order No.....dated..... and amendment letter no..... dated..... appended and on the terms & conditions contained in the said order and amendment letter. The general terms appended hereto are considered a part of the agreement.
2. The contractor have deposited Rs.....(In words Rs.....only.)
 - (a) In cash or
 - (b) by furnishing a Demand Draft No..... dated.....drawn in favour of.....or
 - (c) by furnishing a Bank Guarantee amounting to Rs..... towards security and performance obligation of the contract agreement by the contractor.
- (3)The contractor is also bound to fulfill all the conditions mentioned in the above work order.
- (4)The work to be executed under this agreement shall be as per terms and conditions mentioned in the above work order.
- (5)In case of dispute as to whether any materials supplied are or are not in accordance with specifications set forth in the schedule, the decision of the Superintending Engineer (IT), AVVNL Ajmer shall be final and binding on both the parties.
- (6)The delivery & installation shall be effected and completed as per clause No..... of the Work order from the date of this work order and amendment letter No..... dtd.
- (7)Payment of the work executed under this agreement shall be as under :
 - (a)As per clause No..... of the work order and amendment letter No..... dated..... To the work order.

(8) If any sum remains due or becomes recoverable from the suppliers/contractor on account of the non-fulfilment of this agreement or on account of any other reason, the suppliers/contractor shall pay the same immediately on demand, the purchaser shall be entitled to recover the same from the suppliers/contractors as arrears of Land Revenue.

(9) In witness of the due execution of this agreement the parties have hereunder set their hands the day and the year first above written. Signed and delivered by

In case of Limited/Partnership shri.....(1) Signature.....

Companies & Firms Designation.....(2) Signature.....

For and on behalf of(1) Signature.....

In presence of witnesses.....(2) Signature.....

Signed and delivered by

In case of individuals Shri.....(1) Signaure.....

In the presence witness:

(1) Shri..... Designation..... (1) signature.....

(2) Shri.....Designation.....(2) signature.....

Signed and delivered by the..... AVVNL.

By order and on behalf of the chairman & Managing Director of the Ajmer Vidyut Vitran Nigam Ltd.

(Seal to be affixed)

**Schedule – 1: Schedule of deviations**

Technical Deviations

S. No	AVVNL'S specification clause	Deviation sought by the bidder
1		
2		
3		
4		
5		
6		
7		
8		

Commercial Deviations

S. No	AVVNL'S specification clause	Deviation sought by the bidder
1		
2		
3		
4		
5		
6		
7		
8		

Schedule – 2:Confirmation of “No deviation” in commercial terms and conditions of this tender

Commercial Terms & Conditions

Bidder's Name & Address: To
The Superintending Engineer (IT)
Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar Ajmer – 305001

Dear Sirs,

Sub: Confirmation for “No Deviation” in Commercial terms& conditions of package No. AVVNL/SE/IT/ TN-IT-19

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

Technical Terms & Conditions

Bidder's Name & Address: To

The Superintending Engineer (IT)
Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar
Ajmer- 305001

Dear Sirs,

Sub: Confirmation for “No Deviation” in Technical terms& conditions of package No. AVVNL/SE/IT/ TN -IT-19

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 AVVNL 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)
Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar
Ajmer- 305001

Dear Sirs,

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

- 1.
- 2.
- 3.

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

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(CommonSeal).....

Schedule – 5: Experience Summary

Bidder's Name & Address:

To

The Superintending Engineer (IT)
Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar
Ajmer- 305001

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 Completion

S. No	Particular of activity	Time schedule desired	Time Schedule quoted
1	Commencement of supply for all items	Within 15 days from the date of work order	
2.	Completion of supply and installation for all items	Within 30 days from the date of work order	

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

Schedule 7: Check list

S. No	PQR	Yes / No
1.	Is the cover letter attached with the bid proposal	
2.	Is the Technical Offer as per SECTION III Part -III of specification	
3.	Is Undertaking that company have not been blacklisted from the Government of Rajasthan or Rajasthan Discoms	
4.	Is Specification of items to be supplied as per technical specification attached.	
5.	Is annexure 1 completed and enclosed with the bid proposal	
6.	Is annexure 2 completed and enclosed with the bid proposal	
7.	Is annexure 3 completed and enclosed with the bid proposal	
8.	Is annexure 4 completed and enclosed with the bid proposal	
9.	Is annexure 5 completed and enclosed with the bid proposal	
10.	Is annexure 6 completed and enclosed with the bid proposal	
11.	Is annexure 7 completed and enclosed with the bid proposal	
12.	Is annexure 8 completed and enclosed with the bid proposal	
13.	Is annexure 9 completed and enclosed with the bid proposal	
14.	Is annexure 10 completed and enclosed with the bid proposal	
15.	Is annexure 11 completed and enclosed with the bid proposal	
16.	Is schedule 1 completed and enclosed with the bid proposal	
17.	Is schedule 2 completed and enclosed with the bid proposal	
18.	Is schedule 3 completed and enclosed with the bid proposal	
19.	Is schedule 4 completed and enclosed with the bid proposal	
20.	Is schedule 5 completed and enclosed with the bid proposal	



S. No	PQR	Yes / No
21.	Is schedule 6 completed and enclosed with the bid proposal	
22.	Is schedule 7 completed and enclosed with the bid proposal	
23.	Is manufacturer authorization letter filled and attached with the bid proposal	
24.	Has the bidder submitted EMD of Rs 2,98,800, tender Document cost Rs 2950/-, DD in favor of Sr. A.O (EA&Cash), AVVNL& tender processing fee Rs. 1180/- in favour of MD, RISL payable at Jaipur.	
25.	Has the bidder provided power of attorney for authorized signatory to sign the tender documents digitally.	
26.	Are all the pages of the proposal signed by an authorized representative of the bidder's firm (in case of consortium, then from the leading member's firm)	
27.	Does the bid contains the name, address and place of business of the person or persons making the bid and is the bid signed and uploaded by the bidder by his DSC.	
28.	Is the bidder's name stated on the proposal same as that of the legal name of the firm	
29.	Has the bidder stated in his tender the places of manufacture testing and inspection of various equipments offered by the bidder	

(Signature).....

Date :

Place :

(Name).....

(Designation

(Common Seal).....

Financial Offer: Guiding Note

**AJMER VIDYUT VITRAN NIGAM LIMITED
IT CELL, NAKA MADAR, AJMER
TENDER SPECIFICATION NO.TN –IT-19
SECTION-IV-PART-B**

NOTE: BIDDER IS REQUIRED TO READ CAREFULLY THE FOLLOWING BEFORE QUOTING THE PRICES

- i) The format in Excel file is to be used to quote the price. No other format shall be used.
- ii) The price bid in the other formats may be rejected.
- iii) No cover letter is required to be enclosed with the price bid .
- iv) The total quoted price (Firm) should be inclusive of all taxes as per the prevailing taxes with the details of applicable taxes. In case of any variation in taxes or introduction of new taxes and duties/ statutory variations, the same will be in AVVNL account.
- v) The quoted prices are firm in all respect and include the expenditure towards warranty for five years.
- vi) Each page of financial bid is to be signed.
- vii)The brand and product specification are essentially required to be furnished by the bidder else offer will not be considered.
- viii) In the event the enclosures, as requested, in the financial bid are not submitted by the bidder then the bid will be considered as non responsive.

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

Please do not fill the prices here.

S.No.	Particular of activity	Qty	Unit Price	GST@18%	Total Cost
1	Supply & install of Desktop computers	332 nos			

CLARIFICATION REGARDING BID PRICE SCHEDULE

1. The bidder will furnish the break-up of the quoted price (Firm) indicating rate and details of GST 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 AVVNL account.