

Request for proposal document for hiring of agency for conducting 'Consumer Satisfaction Survey' for Distribution Companies in Rajasthan

Unique Bid No. JPD/SE/Comml./TN - 02/2016

Mode of Bid Submission	Online though eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Tendering Authority/ Purchaser	JVVNL on behalf of all three Rajasthan Discoms
Date, Time & Place of Pre-bid meeting	13- May-2016, 2:00 PM Office of SE (Commercial) Room No. 229, Jaipur Vidyut Vitran Nigam Limited, Vidyut Bhawan, Jyoti Nagar, Janpath, Jaipur (Rajasthan) Pin-302005
Last Date & Time of Submission of eBid	30- May-2016 at 1:00 PM
Date & Time of Opening of Technical eBid	30- May-2016 at 2:00 PM

Name of the Bidding Company/ Firm:			
Contact Person (Authorized Bid Signatory):			
Correspondence Address:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			

ABBREVIATIONS & DEFINITIONS

Agreement	The Agreement to be signed between the successful bidder and Rajasthan Discoms
Affiliates	“Affiliates” means with respect to a Person, any Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person. “Control” and, with correlative meanings, the terms “controlled by” and “under common control with” mean (a) the power to direct the management or policies of a Person, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, resolution, regulation or otherwise, or (b) to own 50% or more of the outstanding voting securities or other ownership interest of such Person. “Person” means any juristic person.
Authorized Signatory	The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective bidding firm.
Bidder / Tenderer	"Bidder" means any firm/ survey agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids / Request for Proposal / Notice Inviting Tender and which is participating in the Bid.
Bidding Documents	“Bidding Documents” refers to this RFP and the Contract collectively.
CMC	Contract Monitoring Committee
Coercive Practices	“Coercive Practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a bidding process, or affect the execution of a contract.
Collusive Practices	“Collusive Practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Discom, designed to influence the action of any party in a bidding process or the execution of a contract.
Company or Companies	“Company” or “Companies” shall refer to a company within the meaning of the Companies Act, 2013;
Consumer	“Consumer” will have the same meaning as that of “consumer” defined in the Electricity Act 2003 i.e. any

	person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under the Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be.
Contract	The “Contract” means a legally enforceable agreement entered into between Rajasthan Discoms and the selected bidder(s) with mutual obligations.
Contractor/Survey Agency	“ Contractor/ Survey Agency ” means an individual/private or government entity whose bid to perform the Contract has been accepted by the Discom and it is named as such in the Contract, and includes the legal successors or permitted assigns of the Contractor.
Core Sales Turnover	“ Core Sales Turnover ” means sales from the normal and continued businesses in a twelve months period and excludes any extra-ordinary income and other income.
Contract Price	“ Contract Price ” means the price payable to the Contractor as specified in the Contract, subject to such adjustments & additions thereto or deductions therefrom, as may be made pursuant to the Contract.
Corrupt Practice	“ Corrupt Practice ” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the bidding process or the execution of a contract.
Day	“Day” means a Calendar day
Discom	“ Discom ” means the entity receiving the works or services i.e Power distribution companies of Rajasthan viz. Jaipur Vidyut Vitran Nigam Limited (JVVNL), Ajmer Vidyut Vitran Nigam Limited (AVVNL) and Jodhpur Vidyut Vitran Nigam Limited (JdVVNL). Also referred to as “Rajasthan Discoms”.
EMD	Earnest Money Deposit
GoR	Government of Rajasthan
GST	Goods and Service Tax which may be levied during the currency of the contract subject to gazette notification.
INR	Indian Rupee
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	“ Letter of Intent ” or “ LOI ” shall mean the letter to be issued by the Discom to the Bidder who has been

	identified as the selected/successful Bidder for the award of the Contract.
MIS	Management Information System
Month	Month refers to calendar month
NIT	Notice Inviting Tender
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
Parastatal	Organizations Owned or Controlled, wholly or partially by the government
PC	Procurement Committee
Project	“Project” refers to the provision of MBC and other associated services in the Project Site.
Project Site	The “Project Site”, wherever applicable, means the designated place or places where the project implementation is to be carried out.
PSD	Performance Security Deposit
Employer/Discom/ Procuring Entity/Purchaser/ Tendering Authority/Buyer	Person or entity that is a recipient of a works and services provided by the Selected Bidder under a purchase order or contract of sale. JVVNL & AVVNL & JdVVNL in this RFP document.
“Qualifying Requirement”, “Qualification Requirement” or “QR”	“Qualifying Requirement” or “QR” refers to the preliminary requirements which must be satisfied by a Bidder to participate in the bidding process initiated by this RFP.
RFP	Request for Proposal, an early stage in bidding process, issuing an invitation for bidders, through a bidding process, to submit a proposal on a specific commodity or service.
Services	“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the contract. A service is the intangible equivalent of an economic good. It involves all the services mentioned in “Scope of Work”.
Survey Agency/ Vendor/ Successful Bidder/ Service Provider/ Contractor/ Selected Bidder	The bidder who will be finally selected and who gets into an agreement with the Discom for completing the services/ work mentioned in this bidding document.
SoW	“Scope of Work” or “SOW” refers to the detailed responsibilities of the Contractor and the Discom vis-à-vis the Project, to be fully detailed in the Contract in conformity with the works/responsibilities identified in

	this document as “ Contractor SOW ” and “ Discom SOW ”.
State Government	Government of Rajasthan
TC	Technical Committee
TIN	Tax Identification Number
VAT	Value Added Tax
WO/ PO	Work Order/ Purchase Order

A. INVITATION FOR BIDS (IFB) AND NOTICE INVITING BID (NIB)**Unique Bid No. JPD/SE/Comml./TN - 02/2016**

Name & Address of the Discom	<ul style="list-style-type: none"> Name: Jaipur Vidyut Vitran Nigam Ltd.(on behalf of Rajasthan Distribution Companies) Address: Room No. 229, Jaipur Vidyut Vitran Nigam Limited, Vidyut Bhawan, Jyoti Nagar, Janpath, Jaipur (Rajasthan) Pin-302005
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Mr. A.K Singh Designation: Superintending Engineer (Commercial) Address: Room No. 229, Jaipur Vidyut Vitran Nigam Limited, Vidyut Bhawan, Jyoti Nagar, Janpath, Jaipur (Rajasthan) Pin-302005 Email: 'secomml@jvvnl.in'
Subject Matter of Work	Contract document for appointment of agency for conducting 'Consumer Satisfaction Survey' for Distribution Companies in Rajasthan
Bid Procedure	Single-stage Two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Quality Cost Based Selection (QCBS)
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://eproc.rajasthan.gov.in Tender Document Fees of Rs 15000/- (Rupees Fifteen Thousand Five Hundred Only) Processing Fees of Rs 1,000/- (Rupees One Thousand Only) <p>The Banker's Cheque/ Demand Draft should be drawn <i>in favour of "Accounts Officer (Cash), JVVNL"</i> payable at <i>"Jaipur"</i> from any Scheduled Commercial Bank.</p>
Bid Security (EMD) and Mode of Payment	<p>Amount (INR): 1,50,000 /- (One Lakh Fifty Thousand Only)</p> <ul style="list-style-type: none"> Mode of Payment for Bid Security : The Banker's Cheque/ Demand Draft/ Bank guarantee should be drawn <i>in favour of "Accounts Officer (Cash), JVVNL"</i> payable at <i>"Jaipur"</i> from any Scheduled Commercial Bank.

Period of Sale of Bidding Document (Start/ End Date)	Start Date: 29.04.2016 End Date: 30.05.2016
Date/ Time/ Place of Pre-bid Meeting	Date of Pre-bid Meeting: 13.05.2016 on 2:00 PM Place: Office of SE (Commercial) Room No. 229, Jaipur Vidyut Vitran Nigam Limited, Vidyut Bhawan, Jyoti Nagar, Janpath, Jaipur (Rajasthan) Pin-302005
Manner, Start/ End Date for the submission of Bids	Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) Start Date: 20.05.2016 End Date: 30.05.2016
Submission of Banker's Cheque/ Demand Draft / Bank guarantee for Tender Fee, Bid Security, and Processing Fee	Up to: 30.05.2016
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date: 30.05.2016 • Time: 2:00 PM • Place: Office of SE(Commercial) Room No. 229, Jaipur Vidyut Vitran Nigam Limited, Vidyut Bhawan, Jyoti Nagar, Janpath, Jaipur (Rajasthan) Pin-302005
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	180 Days from the date of Technical bid opening
EMD Validity	180 Days from the date of Technical bid opening
Note:	

Superintending Engineer (Commercial)
Room No. 229, Jaipur Vidyut Vitran Nigam Limited,
Vidyut Bhawan, Jyoti Nagar, Janpath, Jaipur
Rajasthan-302005

1 BACKGROUND INFORMATION

1.1 Thematic Focus

Rajasthan Power Distribution Companies intends to engage a Consulting firm/Survey Agency/Market research organization to conduct consumer satisfaction survey across Rajasthan on representative sample basis in each sub-division under Rajasthan Power Distribution Companies. Discoms are desirous to know the present satisfaction level of the consumer served by them and to identify the critical areas for improvement.

The successful bidder shall provide services that includes (but not limited to):

- Designing questionnaire for survey and reporting formats;
- Collect, Compile and collate information of Consumer perception and satisfaction on the processes, policy, system and services rendered by Discoms. The Consumer experience and ease of usage of the self-help web portal needs to be ascertained in detail;
- Document and map expectations and needs of Consumers;
- Assess Consumers' perceptions of effectiveness of Discom's service in meeting their expectations;
- Analyze findings and identify critical areas of improvement and opportunities; and
- Conduct post assessment presentation, reporting on the results and information learned

1.2 Project Objectives and Benefits

Objective: To assess and improve the level of consumer satisfaction by mapping the existing policies, procedures and parameters with the consumer expectation.

1.2.1 **Background-** Jaipur, Jodhpur and Ajmer Discoms are public utility companies under the Department of Energy, Govt. of Rajasthan, which are engaged in the power distribution work across all 33 districts of Rajasthan state, serving about 1.25 Crores consumers with ~ 6 lakh connections added annually. It is of prime importance for the management to assess the level of consumer satisfaction and to gauge their requirements to align the business processes and procedures to develop a system that meets consumer's expectations and earns their loyalty.

1.2.2 Benefits of conducting Consumer satisfaction survey:

- It would be helpful to assess present level of consumer satisfaction.
- Management could identify the areas where improvements in services is required.
- Discoms could develop a plan to implement its consumer's friendly policies to increase consumers' satisfaction level.

1.2.3 Objective of the RFP: This RFP intends to engage a Consulting firm/Survey Agency/Market research organization to conduct consumer satisfaction survey. Main thrust of this RfP is to assess the present level of satisfaction among consumers and to identify their expectations meeting which, level of satisfaction could be improved. Considering the objective of the survey, this assignment is of extreme importance. Thus, Discoms intends to select the bidder that possess the requisites skills, manpower and professionalism to conclude this task in time bound manner and with insightful actionable recommendations for management.

1.2.4 Critical Factors for the Project: We understand that this is a significant project which is of high importance to all the stakeholders and critical factors for this project are:

- Selection of representative sample of consumers
- Designing of questionnaire and survey format that could capture the unbiased and holistic consumer perception and level of satisfaction
- Team of adept and skillful surveyors to administer the survey
- Support of Discom officials during the survey

2 ELIGIBILITY CRITERIA

2.1 The details of Pre-qualification requirements, Technical requirements and Financial requirements is provided in the table below. The bidders are required to furnish details along with requisite documents along with Technical Bid.

Sr. No	Qualification Requirements	Document Required
Pre-Qualification Requirement		
1	The Bidder must be a company, registered under the Companies Act, 1956 or a partnership firm registered under Partnership Act or a Proprietorship firm & operational.	Self-attested copy of the Certificate of Incorporation/ Registration Certificate / Certificate of Commencement of Business
2	The Bidder should be registered with the Service Tax department	(i) Service Tax registration certificate (ii) Pan Card
3	The bidder should primarily deal in consulting services with market research and its allied activities.	Copy of work orders
4	The bidder must not have been blacklisted by any of the Central/ State power utilities in India for fraudulent or corrupt practices.	The bidder should provide an undertaking (self-certificate) that the bidder has not been blacklisted for fraudulent or corrupt practices by any of the Central/ State power utilities in India in attached format as per Annexure IV
Technical Requirement		
5	The Bidder must have done minimum one similar work for electricity/ water utilities for any govt. department/ undertaking in last 10 years with coverage of at least 16000 samples. The bidder should have conducted at least one impact assessment/ evaluation survey/study in power sector/ Government of Rajasthan.	a) Copy of work order(s) mentioning the nature of work, the period during which the work was done, the value of the completed work (b) Copy of completion certificate against the submitted work order(s) Or In case of ongoing work: Certificate issued by any Central/State utility stating the worth of work completed and the tenure to complete such work
Financial Requirement		

6	<p>The Bidder should have an average annual turnover of INR Rs. 2 crores in last three(3) financial years (i.e. 2013-14, 2014-15 & 2015-16) from consulting/ advisory business / consumer survey</p> <p>Note: In case FY16 financial statement is not available then, FY13 turnover can be considered</p>	<p>Copy of annual Audited balance sheets and profit and loss statements should be enclosed for the last three financial years along with and CA Certificate indicating turnover during last three financial years, i.e.,</p> <p><i>FY 2013-14 in Crore Rs</i></p> <p><i>FY 2014-15 in Crore Rs</i></p> <p><i>FY 2015-16 in Crore Rs</i></p>
7	<p>The bidder must submit a letter of authorization from the Company authorizing a person to sign the documents on behalf of the company, submit technical, Commercial information and attend meetings on behalf of the company.</p>	<p>Letter of authorization on Company's letter head in attached format as per Annexure III.</p>

3 SCOPE OF WORK, DELIVERABLES AND TIMELINES

3.1 Scope of Work

3.1.1 The work relates to conducting consumer satisfaction survey for consumers of Rajasthan Power Distribution Companies. Through the proposed survey, Discoms would like to comprehend the present level of satisfaction among consumers and to identify their expectations meeting which, level of satisfaction could be improved with respect to the following different service parameters.

- Ease of getting a new electricity connection
- Reliability of the supply
- Billing and bill distribution process (Clarity, understanding, timeliness and accuracy)
- Behaviour of electricity department employees
- Grievance related to – New connections, No current complaint, Wrong billing, Meter reading, Replacement of defective meters, Replacement of damaged transformers

3.1.2 For each of the above, the survey should be able to capture the relative importance of the metric to the customer, as well as the customer's level of satisfaction with the metric. A sample format of the survey form, for illustrative purpose only, is provided in **Annexure-XII**. The survey agency shall draft their own survey form while taking consultation and approval of Discom officials.

3.1.3 The surveys would be conducted in an interval of 1 year, during the months of October/November for next three years i.e. in 2016-17, 2017-18, and 2018-19.

3.1.4 The scope of work is broadly divided into three stages. **Stage-I: “Designing Stage”**, during which methodology for selection of villages and identified villages thereof, survey forms and means of conducting survey would be devised by the agency. **Stage-II: “Administering Stage”**, during which the survey work would be carried out by the team of professional in the identified villages within the specified time. **Stage-III: “Analysing Stage”**, during which the agency is expected to analyse the result of satisfaction survey and present actionable recommendations to the management to improve the consumers’ perception and services.

3.1.5 The detailed scope of work is as under.

3.1.6 **Stage-I : Designing Stage**

3.1.6.1 Discom would provide sub-division wise details of consumer with list of number of consumers among various categories, number of villages under each sub-division and bifurcation of villages between urban and rural category.

Based on the scientific methodology for sampling, the agency shall identify the list of villages for conducting the survey. While preparing the list of villages, the agency shall make sure that the sample should be representative of Discom-wise all consumers. Further, the sampling plan shall be guided by the clause 3.1.9.

3.1.6.2 The agency shall prepare questionnaire for survey. The questionnaire shall be designed so that it should be equally comprehensible for rural, urban, educated and uneducated group of samples. The questionnaire shall be designed to cover all parameters required to know the level of consumer satisfaction in terms of an overall "consumer satisfaction index", as well as the consumer satisfaction index for each parameter. Standard principle of designing questionnaire for survey/research shall be applied by the agency. The questionnaire so designed shall be objective only.

3.1.6.3 The agency shall design the format for survey form. Further, the agency is also entrusted to identify various means suitable for different groups of consumers.

3.1.6.4 The agency shall make a presentation before a bid evaluation committee, covering details of sampling methodology being adopted, list of identified villages, survey form & questionnaire and proposed means to carry out survey for different group of consumers.

3.1.6.5 The agency shall adopt and incorporate the comments/feedback, if any, of the committee and shall take its approval before commencing the work specified under stage-II.

3.1.7 **Stage-II: Administering Stage**

This includes (but is not restricted to) the following activities and services: -

3.1.7.1 The agency shall get the survey form filled by the consumers of the identified villages through interviewing. Telephonic responses shall not be considered.

3.1.7.2 In addition to the above item the surveyor shall also cover the opinion of :

3.1.7.2.1 Public Representatives: During the study surveyor will also take opinion of the public representative of the area like MP/MLA/Pradhan/Sarpanch/Panch/Members of Zila Parishad, Panchayat etc. regarding

quality of the supply, hours of supply, grievance redressal status, problems facing by the consumers if any for new connection etc.

3.1.7.2.2 Govt. Officers: Take opinion of DM/BDO/Engineers of PHED/Doctors/Teachers/Patwari/Secy Panchayat regarding supply.

3.1.7.2.3 NGOS: Take opinion survey from NGOS during the visits if working in the area.

3.1.7.3 Physical assessment of Distribution System (surveyor opinion): Survey study will also include checking actual supply hours and no current complaints redressal system for counter checking of the opinion collected from the various agencies and visit the following places:

S. No	Places	To check
1	33/11 kV sub-station	Supply hours & voltage level
2	Complaints centres	Verify the status of no current complaints
3	Sub-divisional officers	Regarding New connections & grievance redressal pendency
4	Consumers premises	for confirming voltage level if below from prescribed level
5	Locality	General condition of Network installation (line, 11/4 kV Sub-station)

3.1.8 Stage-III: Analyzing Stage

3.1.8.1 The agency shall analyse the outcome of the survey that should not be limited to following:

3.1.8.1.1 Circle wise comparison of consumer satisfaction level

3.1.8.1.2 Analysing the reason due to which consumers of one circle are found to be more satisfied than other circles

3.1.8.1.3 Recommendation to improve the consumer satisfaction level based on compiled subjective responses or feedback of the consumer

3.1.8.1.4 Analysing the parameter wise response of the consumer and suggest the management about few key parameters that would change the consumer perception about Discom's services and existing satisfaction level

3.1.9 Guidelines for designing and administering the survey

3.1.9.1 **Guidelines for Designing Questionnaire:** The questionnaire shall be designed to know the present satisfaction level of the consumers served by Discom particularly in respect of following service parameters:

3.1.9.1.1 Quality of the Supply:

- Voltage level
- Reliability of the Supply
- Frequency of Interruptions.
- No current complaint redressal.
- Damaged transformer replacement.
- General maintenance of line and substation.

3.1.9.1.2 Customer Care:

- Workmanship of Discom employees toward restoration of No current complaints and attending of faults
- Handling of grievances related to — New connections, Wrong Billing, Meter reading, Debiting of Audit and vigilance charges, Replacement of defective meters,
- Behaviour Discom's officials and technician with the consumers

3.1.9.1.3 Safety aspects:

Survey shall also include the study of awareness level of consumers in respect of taking safety precautions for:

- Electrical appliances
- Internal wiring
- Maintain safe distance from live lines to its own constructions
- In case of fatal & non-fatal accidents
- Handling of Discom network by unauthorized personnel/contractor/self for misuse/theft/restoration of supply.

3.1.9.1.4 DSM Activities:

- Present status of uses of energy efficient appliances
- Awareness Level
- Acceptance level of DSM activities.

3.1.9.1.5 Consumers Approach:

Acceptance /awareness /readiness to learn regarding:

- Their rights
- Safety aspects
- DSM activities

3.1.9.2 **Guidelines for administering the survey:**

3.1.9.2.1 The survey should be carried out simultaneously for all sub-divisions for a circle in the same period, likely to be completed within 72 hours. The opinion expressed during the survey may be physically verified as far as possible to ensure reliability;

3.1.9.2.2 Survey shall be completed within 30 days for all 37 circles.

3.1.9.2.3 Respondents shall be selected randomly to conduct the survey. Subdivision will be the smallest unit for survey for analysis.

3.1.9.2.4 The survey results for each of the parameters should be separately analysed with respect to:-

- Circle
- Division in the circle
- Sub-Division in the circle
- Rural/urban break-up
- Customer category- agricultural, domestic, industrial etc.

3.1.9.2.5 From each sub-division, the survey should be conducted for a minimum of 30 people, with the minimum total population covered being 16,000 respondents. The agency may choose to cover a larger number of respondents for their convenience, for no extra cost

3.1.9.2.6 For each sub-division, the respondents should be selected roughly the same ratio (+/- 10%, rounded up to the nearest whole number) as the customer make-up of the sub-division, which will be provided by the discom, for the following customer types

- DS
- NDS
- Agricultural
- Industrial & other consumers.

3.1.9.2.7 At least five villages/localities shall be selected on random basis for conducting the survey in each Sub-division on the following basis:

A) For Rural Sub-division:

- Distance between two villages shall be not less than 8 km.
- One town / city of the Sub-division in which population is more than 5000.
- One village should be selected from the area of each JEN of the subdivision.
- One village out of 5 villages situated at maximum distance from Sub-divisional headquarters.
- One village situated at the tail end out of longest 5 feeders of the Sub-division
- Category wise consumers shall be selected randomly but shall be representative sample of all consumer in each locality / village.

B) For Industrial Area Sub-division:

- Industrial Area should be divided in to minimum four sectors based on the following criteria:
- Four sector / division which was already divided by RIICO or by the developer. Or.
- On the basis of East / West / North / South
- Category wise consumers shall be selected randomly but shall be representative sample of all consumer in each area of selection:

C) Urban Area:

- At least five localities / areas should be selected for conducting survey. Selection will be based as under:
 - At least One Industrial area
 - One locality from planned township
 - One locality from commercially thick population such as established markets / shopping centers.
 - One locality entirely used for residential purpose
 - One locality of farthest end of the Sub-division
- Category wise consumers shall be selected randomly but shall be representative sample of all consumer in each area of selection from locality / village.

3.2 Duties & Responsibilities of DISCOM:

- 3.2.1 The Discom shall perform all its responsibilities in accordance with the general conditions of the contract.
- 3.2.2 The Discom shall provide office space to the Survey Agency for carrying out their activities as per the scope of work.
- 3.2.3 The Discom shall endeavour to provide the agency a list of number of consumers among various categories, number of villages under each sub-division and bifurcation of villages between urban and rural category.
- 3.2.4 The details shall be provided in a soft copy in a format to be mutually agreed with the Contractor. At the same time as this soft copy is produced, a printed version of the same, also in a format to be mutually agreed with the agency, shall be produced.
- 3.2.5 Access to/ Use of Discom Premises by agency:
- i. The agency's staff shall have access to the offices / premises of the Discoms covered under the geographical location of area under scope of work at any time on any day, including public holidays.
 - ii. For the performance of its obligations under the Contract, upon written request of the agency, the Responsible Officer may provide such reasonable storage and / or office space at any other premises of the Discom that may, from time to time, be required by the agency.
- 3.2.6 Standard of performance (SoP) issued by regulatory commission: The Discom will also provide copies of existing standard of performance operating procedures issued by the Rajasthan Electricity Regulatory Commission (RERC). During the currency of contract, if SoP is revised/amended by RERC, the same shall be provided by the Discom.
- 3.2.7 Inclusion of the Survey Agency under the Indian Penal Code: The Survey Agency shall always act on behalf of the Discom, and since the employees of the Discom are covered by Gazette notification to be government servants for the purposes of sections 353 and 332 of the Indian Penal Code, the Discom shall make all reasonable endeavors to notify the name of the Survey Agency to so qualify as a government servant for the sole purposes of the performance of the Project.
- 3.3 Responsibilities of the Survey agency**
- 3.3.1 The Bidder shall provide the service and manpower in accordance with the provisions of bidding document and/ or contract;

- 3.3.2 The bidder is expected to carry out the assignment with due diligence and in accordance with prevailing standards of the profession;
- 3.3.3 The Bidder shall deploy the sufficient manpower and infrastructure within 30 days of placing the work order by Discom. Beyond thirty days, LD would be imposed as per the clause 5.27.4 and may even terminate the contract as per clause 5.21.
- 3.3.4 The representative of the survey agency will maintain office decorum. They will be courteous, polite and cooperative.
- 3.3.5 The representative of the survey agency will be responsible for any damage to equipment, property and third party liabilities caused by their acts in the premise of the Discoms. For any damages, the extent of damage as decided by the Discoms will be final.
- 3.3.6 The agency will need to possess multi-dimensional capability to adequately meet the requirement of the contract/ award;
- 3.3.7 The agency will bring proven knowledge and experience of handling project monitoring and efficiency improvement assignments.
- 3.3.8 The agency and its designated man power shall bring their own laptops and data card for carrying out their activities.

3.4 Deliverables and Timelines

- 3.4.1 Time is the essence of contract for implementation of such a visionary scheme. Therefore, Discom necessitate that contractor shall have a dedicated team for execution and monitoring of this scheme. Contractors are thus instructed to bid only if they have sufficient time and resource to execute this scheme in stipulated time. The Project deliverables and timelines are as follows:

Sl. No.	Reference to SOW	Deliverable	Timeline
1	Undertake all activities mentioned in Clause 3.1.6 of Scope of Work	Draft Report and preliminary presentation covering methodology for selection of villages and identified villages thereof, survey forms and means of conducting survey	-
		Final Report and presentation (after	30 days from issuance of work order,

		incorporating feedback/ comments of the committee)	assuming comments will be given by Discom within 7 days on receipt of draft report/presentation
2	Undertake all activities mentioned in Clause 3.1.7 of Scope of Work	Survey Report (separately for each circle)	30 days from submission of final report of stage-I
3	Undertake all activities mentioned in Clause 3.1.8 of Scope of Work	Analysis Report and Recommendation	15 days from submission of final report of stage-II

4 INSTRUCTION TO BIDDERS (ITB) & BIDDING PROCESS

4.1 General

- 4.1.1 To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4.1.2 Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, Instrument for Tender Fees, JVVNL Processing Fees and Bid Security should be submitted physically at the designated office of Discom as prescribed in NIT and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 4.1.3 In case, any of the bidders fails to physically submit the Instrument for Tender Fee, Bid Security, and JVVNL Processing Fee up to 1:00 PM on 30th -May-2016, its Bid shall not be accepted. The Instrument should be drawn in favour of "**Accounts Officer (Cash), JVVNL**" and payable at "**Jaipur**" from any Scheduled Commercial Bank.
- 4.1.4 Discom will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 4.1.5 Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 4.1.6 Discom disclaims any factual or 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
- 4.1.7 The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

4.2 Sale of Bidding/ Tender Documents:

4.2.1 The sale of bidding documents shall be commenced from the date given in NIT. The complete bidding document shall also be placed on the Discom and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the Discom.

4.3 Pre-bid Meeting/ Clarifications

4.3.1 Any prospective bidder may, in writing seek clarifications from the Discom in respect of the bidding documents. Discom will only accept bidder queries sent through email as per the Template in “**Annexure V**” on or before the date and time specified in NIT.

4.3.2 A pre-bid conference is also scheduled by the Discom as per the details mentioned in the NIT and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.

4.3.3 The Bidder or its official representative (not more than two representatives per bidder) is invited to attend the pre-bid meeting. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ bidding document and also to understand/address any concerns of the bidders related to the RFP.

4.3.4 As a result of discussions in the pre-bid conference, if modifications in the bidding document, specifications of services are considered necessary, they may be done by issuing an addendum/ corrigendum and its copies shall be sent through Email/ post to all the bidders having purchased the bidding document without identifying the source. The corrigendum/ addendum and the Final bidding document will be placed on all the websites as specified in the NIT.

4.3.5 Response to bidder queries provided during the pre-bid conference will not have any impact on the RFP scope, requirements or the terms & conditions until and unless queries are provided in the format indicated and response has been published/ communicated and addendum/ corrigendum is released indicated as above.

4.3.6 Discom will not entertain or respond to bidders' queries and clarifications received after the pre-bid meeting.

4.3.7 The Discom reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

4.4 **Changes in the Bidding Document**

4.4.1 At any time, prior to the deadline for submission of Bids, the Discom may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

4.4.2 In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the Discom shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

4.4.3 In case, a clarification or modification is issued to the bidding document, the Discom may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

4.4.4 Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the Discom.

4.4.5 Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4.5 **Period of Validity of Bids**

4.5.1 Bids submitted by the bidders shall remain valid during the period specified in the NIT/ bidding document. A Bid valid for a shorter period may be rejected by the Discom as non-responsive Bid.

4.5.2 Prior to the expiry of the period of validity of Bids, the Discom, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

4.5.3 Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

4.6 Format and Signing of Bids

4.6.1 Bidders must submit their bids online at eProcurement portal i.e. <http://eproc.rajasthan.gov.in>.

4.6.2 All the documents uploaded should be digitally signed with the DSC of authorized signatory.

4.6.3 A Two part three cover system shall be followed for the Bid: -

- i. Fees Details
- ii. Technical Bid, including eligibility & technical documents
- iii. Financial Bid

S. No.	Documents Type	Document Format
Cover-1: Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF): Demand Drafts (DD) for Tender Fees, e-Tender Processing Fees and EMD should be submitted physically at the designated office of the Discom as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.
2.	Tender Processing Fee (eProc)	Scanned copy of same should also be uploaded along with the technical bid/ cover.
3.	Bid Security (EMD)	Scanned copy of same should also be uploaded along with the technical bid/ cover.
Cover-2: Technical Bid Document		
4.	Eligibility Criteria References	As per format given in Annexure II

5.	Bidder's Authorization Certificate	As per format given in Annexure III
6.	Self-declaration – no blacklisting	As per format given in Annexure IV
7.	All the documents mentioned in the “Eligibility Criteria” in support of the eligibility	Requisite supporting documents meeting eligibility criteria as specified in Chapter 2
8.	Technical Proposal Submission form	On Bidder's original letter head and as per format provided in Annexure I-A and duly signed by authorized signatory as per Annexure III
9.	Bidder's organization Profile	Brief organization profile of the Bidder
10.	Firm's references to showcase relevant experience along with necessary proofs and credentials	As per Annexure I-B
11.	Signed and latest CVs of proposed Professional for each position mentioned in RFP in attached format	As per Annexure I-C
Cover-3: Financial Bid Document		
12.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-VI (PDF)
13.	Financial Bid	Financial/ Price Bid to be filled with details of prices as per Price Schedule in MS Excel Format (.xls format of price Bid) published on E-proc website.

4.6.4 The bid forms/templates/annexure etc., wherever applicable, shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, 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.

- 4.6.5 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized person signing the bid.
- 4.6.6 The bid, duly signed (digitally) by Auth. Signatory, should be uploaded on the eproc portal in respective file/ format.
- 4.6.7 Bidders must submit their bids online at eproc portal. Bids received by another other means shall not be accepted.
- 4.6.8 If bids are not submitted as per the details mentioned in this bidding document and eProc website, the Discom shall reject the bid.

4.7 Cost & Language of Bidding

- 4.7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Discom shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.7.2 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Discom, 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.

4.8 Alternative/ Multiple Bids

- 4.8.1 Alternative/ Multiple Bids shall not be considered at all.

4.9 Bid Security (EMD)

- 4.9.1 Every bidder, if not exempted, participating in the bidding process will be required to furnish the bid security as specified in the NIT.
- 4.9.2 Government of Rajasthan and Union Government undertakings, corporations, companies; autonomous bodies managed or controlled by Government are not required to submit the EMD. Receipt of EMD or Registration certificate or Certificate that the bidder is a Government undertaking/ Corporation/ Company/ autonomous body as mentioned above shall necessarily accompany the sealed bid without which the bid shall be rejected forthwith.
- 4.9.3 Bid Security for the amount of Rs.1,50,000/- (Rupees One lakh Fifty Thousands only) shall be deposited in the form specified in the NIT.
- 4.9.4 Bid security of a bidder lying with the Discom in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid

security originally deposited may, however, be taken into consideration in case bids are re-invited.

- 4.9.5 The bid security may be given in the form of a banker's cheque or demand draft or Bank Guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- 4.9.6 The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the Discom.
- 4.9.7 Prior to presenting a submission, a bidder may request the Discom to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The Discom shall respond promptly to such a request.
- 4.9.8 The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement.
- 4.9.9 The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
- i. when the bidder withdraws or modifies its bid after opening of bids;
 - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - iv. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - v. To adjust any dues against the firm from any other contract with Discom.
 - vi. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- 4.9.10 Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- 4.9.11 No interest shall be payable on the bid security.
- 4.9.12 In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- 4.9.13 The Discom shall promptly return the bid security after the earliest of the following events, namely:-

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

4.9.14 Any Bid submitted without the EMD will be summarily rejected.

4.10 Bid Prices

4.10.1 All the prices would be quoted only in Indian Rupees (INR) currency.

4.10.2 Prices/ Rates shall be written both in words and figures. There would not be errors and/ or over-writings. Corrections/ alterations, if any, would be made clearly and initialled with date.

4.10.3 Service tax applicable would be shown separately in the Format for Price Quotation only.

4.10.4 The prices and discounts quoted by the Bidder in the Price Schedule/ Commercial/ Financial Bid shall conform to the requirements specified therein.

4.10.5 If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with the provisions of bid document.

4.10.6 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid including any discounts offered.

4.10.7 Prices quoted by the Bidder shall be fixed during currency of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.

4.10.8 The price quoted by the bidder shall be inclusive of all expenditure except service tax which will be payable on actual basis as per applicable rates.

4.10.9 Unless otherwise indicated in the bid document, prices quoted shall correspond to 100% of the services to be provided.

4.11 Deadline for the submission of Bids

4.11.1 Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIT.

4.11.2 Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the Discom. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIT and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The Discom shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.

4.11.3 If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

4.11.4 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.

4.12 Withdrawal, Substitution, and Modification of Bids

4.12.1 If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".

4.12.2 Bids withdrawn shall not be opened and processes further.

4.13 Opening of Bids

4.13.1 The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIT in the presence of the bidders or their authorized representatives who choose to be present.

4.13.2 The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

4.13.3 The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

4.13.4 All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to JVVNL).

4.13.5 The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -

- i. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
- ii. bid is valid for the period, specified in the bidding document;
- iii. bid is unconditional and the bidder has agreed to give the required performance security; and
- iv. other conditions, as specified in the bidding document are fulfilled.
- v. any other information which the committee may consider appropriate.

4.13.6 No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.

4.14 All the technical bid covers, except the Commercial/ Financial cover, shall be opened one at a time, and the following read out and recorded: the name of the bidder; the presence of the processing fee, tender fee, EMD and any other details as the tendering authority may consider appropriate.

4.15 The Tendering authority shall prepare a record of the bid opening that shall include, at a minimum: the name of the bidder and the presence or absence of processing fee, Tender fee, and EMD. The bidder's representatives who are present shall be required to sign the attendance sheet.

4.16 The Commercial/ Financial cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

4.17 **Selection Method**

4.17.1 Bidder would be selected on the basis of Quality cum Cost Based Selection Method (QCBS).

4.18 Clarification of Bids

4.18.1 To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.

4.18.2 Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

4.18.3 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 committee in the evaluation of the financial Bids.

4.18.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

4.19 Evaluation & Tabulation of Technical Bids

4.19.1 Evaluation method

4.19.1.1 The bids shall be evaluated based on both techno-Commercial and financial considerations. The survey agency is required to provide the following information/ document along with the technical bid, namely:-

- a brief note indicating the ability of the survey agency to perform the task, particularly their manpower and infrastructure capability;
- past experience of the survey agency in undertaking works of similar nature as given under scope of work
- profile of key personnel to be engaged for the assignment envisaged under this Tender document; and
- financial capability.

4.19.1.2 The technical bids will be technically evaluated giving due consideration to the survey agency's conformity with the tender conditions, its capability to perform the assignment, past experience in carrying out works of similar nature, profile of personnel to be engaged for this assignment and financial capability.

4.19.1.3 The survey agencies shall have to make presentation before the committee constituted for this purpose. The presentation will be evaluated by the committee and scored based on the coverage and quality of following theme areas:

- Understanding of the terms of references
- Approach and methodology covering details of processes and procedure to be applied by the agency during the course of contract
- Synopsis of similar work done and the value added for the management
- Pen-profile of the key professional proposed for managing and mentoring the work under the contract
- Team structure proposed to execute the assignment

4.19.1.4 For technical bid evaluation the scoring shall be done as per follows:

S. No.	Evaluation Criteria	Marks
1	Experience of executing atleast one similar work for electricity/ water utilities for any govt. department/ undertaking in last 10 years with coverage of at least 16000 samples.	Max Marks: 20 5 marks will be awarded for each additional work executed successfully by the firm for Govt. Departments /Undertakings.
2	The bidder should have conducted at least one impact assessment/ evaluation survey/study in power sector/ Government of Rajasthan.	Max Marks: 20 10 marks will be awarded for each additional impact assessment/ evaluation survey/study work executed successfully by the firm for power sector in Rajasthan.
3	Presentation before the committee as per clause 4.19.1.3	Max Marks: 40
4	Qualifications and competence of the Team leader for the assignment	Max Marks: 10 a) Team leader shall have minimum 10 years of experience in supervising the survey work for Govt. Departments /Undertakings. 2 marks will be awarded for each additional year of experience maximum up to 6 marks b) Team leader shall have experience of supervising the survey work for minimum 4 states in India. 2 marks will be awarded for experience in each additional state maximum up to 4 marks

S. No.	Evaluation Criteria	Marks
5	Qualifications and competence of the Lead surveyor for the assignment	Max Marks: 5 a) Lead surveyor shall have minimum 7 years of experience in survey work for Govt. Departments /Undertakings. 1 mark will be awarded for each additional year of experience maximum up to 3 marks b) Lead Surveyor shall have experience of executing survey work for minimum 4 states in India. 1 mark will be awarded for experience in each additional state maximum up to 2 marks
6	Qualifications and competence of the Analytic Team leader for the assignment	Max Marks: 5 Analytic Team leader shall have minimum 5 years of experience in analyzing and interpretation of outcomes of survey for government utilities. 1 mark will be awarded for each additional year of experience maximum up to 5 marks
	Total Points	100

The minimum technical score required to pass is: 70 Marks

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

4.19.3 Scores of the Financial valuation would be weighed by dividing the lowest quote (Fmin) with the financial quote of the bidder (Fb) who is being evaluated and then multiplying the result by 100 to obtain Normalized financial score (Fn).

4.19.4 Similarly the scores of the Technical evaluation would be weighed by dividing obtained technical marks of bidder (Tb) who is being evaluated with maximum technical marks (Tmax) and then multiplying the result by 100 to obtain normalized technical score (Tn).

4.19.5 The normalized financial score (Fn) and normalized technical score (Tn) would be multiplied with weights assigned separately and then be added up to get the Total score for the bidder (Bt). The total score for the bidder (Bt) would be considered basis for selection.

4.19.6 The weight assigned for technical score is 0.70 and for financial score is 0.30.

4.19.7 The overall score for each bidder will be calculated using the formula below:

$$B_n = 0.70 \times T_n + 0.30 \times F_n$$

Where,

B_n = Overall score of the bidder in consideration

T_n = Normalized technical score of the bidder in consideration = $(T_b / T_{max}) * 100$

T_b = Technical Marks of the bidder in consideration

T_{max} = maximum marks obtained by any bidder

F_n = Normalized financial score of the bidder in consideration = $(F_{min} / F_b) * 100$

F_b is Evaluated Cost of bidder under consideration

F_{min} is Minimum evaluated cost of any bidder

4.19.8 The bidder with highest total score shall be ranked first and would be considered for selection.

4.19.9 The Discom, in observance of best practices, shall:

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

4.19.10 Determination of Responsiveness

- i. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/eligibility criteria of the bidding document.
- ii. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - a. "deviation" is a departure from the requirements specified in the bidding document;
 - b. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - c. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- iii. A material deviation, reservation, or omission is one that,

- a. if accepted, shall:-
 - ✓ affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - ✓ limits in any substantial way, inconsistent with the bidding documents, the Discom's rights or the bidder's obligations under the proposed contract; or
 - b. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- iv. The bid evaluation committee 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, reservation or omission.
 - v. The Discom shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

4.19.11 Non-material Non-conformities in Bids

- i. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- ii. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- iii. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above. 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 pre-qualification and Evaluation Criteria of this bidding document.

4.19.12 The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause 5.20, and shall be informed in writing about the date, time and place of opening of their financial bids.

4.19.13 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 successful bidder(s).

4.20 Evaluation & Tabulation of Financial Bids

4.20.1 The financial bids of bidders who qualify in technical evaluation shall be opened 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.

4.20.2 The process of opening, marking and signing on the envelopes and offers of financial bids shall be similar to that of technical bids.

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

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

4.20.4.1 The bid price as quoted in accordance with bidding document.

4.20.4.2 Price adjustment for correction of arithmetic errors in accordance with bidding document.

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

4.20.5.1 Any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

4.20.6 The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.

4.20.7 conditional Bids are liable to be rejected;

4.21 Correction of Arithmetic Errors in Financial Bids:

4.21.1 The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a) 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 bid evaluation committee 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;
- b) 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
- c) 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 clause (a) and (b) above.

4.22 Price/ purchase preference in evaluation:

4.22.1 Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

4.23 Negotiations

4.23.1 Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

4.23.2 Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

4.23.3 The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

4.23.4 The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

4.23.5 Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

4.23.6 In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

4.23.7 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

4.24 **Exclusion of Bids/ Disqualification**

4.24.1 The Discom shall exclude/ disqualify a Bid, if: -

- i. The bid is not submitted in accordance with the bidding document.
- ii. The bidder does not meet the minimum eligibility criteria as mentioned in the bidding document.
- iii. The bidder has imposed conditions in his bid.
- iv. During validity of the bid or its extended period, if any, increases his quoted prices.
- v. The bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- vi. The bidder has submitted the bid after due date and time.
- vii. The bidder is found to have a record of poor performance such as abandoning work, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- viii. The bidder has submitted bid, which is not accompanied by required documentation and EMD.
- ix. The bidder has failed to provide clarifications related thereto, when sought.

- x. The bidder has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- xi. The bidder 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.
- xii. The Bid materially departs from the requirements specified in the bidding document or it contains false information;
- xiii. The bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the Discom or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the bidding process;
- xiv. A bidder, in the opinion of the Discom, has a conflict of interest materially affecting fair competition.

4.24.2 A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

4.24.3 Every decision of the Discom to exclude a Bid shall be for reasons to be recorded in writing and shall be: -

- i. Communicated to the concerned bidder in writing;
- ii. Published on the State Public Procurement Portal, if applicable.

4.25 **Lack of competition**

4.25.1 A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIT all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIT would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -

- i. The Bid is technically qualified;
- ii. The price quoted by the bidder is assessed to be reasonable;

- iii. The Bid is unconditional and complete in all respects;
- iv. There are no obvious indicators of cartelization amongst bidders; and
- v. The bidder is qualified as per the provisions of pre-qualification/eligibility criteria in the bidding document

4.25.2 The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the Discom, with the concurrence of the accounts member.

4.25.3 In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

4.25.4 If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

4.26 **Acceptance of the successful Bid and award of contract**

4.26.1 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.

4.26.2 The Discom shall award the Contract to the bidder whose offer has been determined to be the best bid and is substantially responsive to the bidding document, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.

4.26.3 Decision on bids shall be taken within original validity period of offers which shall be kept as per NIT. 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.

4.26.4 As soon as a bid is accepted by the Discom, its written intimation would be sent to the concerned bidder. If the issuance of formal Work Order is likely to take time, a 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.

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

4.26.6 The acceptance of the bid shall also be placed on website of Discom for general information to all.

4.26.7 The bidders whose bids could not be accepted shall also be informed and asked to collect their EMD soon 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.

4.27 Information and publication of award:

4.27.1 Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIT.

4.28 Discom's right to accept or reject any or all Bids:

4.28.1 The Discom reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

4.29 Right to vary quantum of work

4.29.1 At the time of award of contract, the number of consumers/sub-division/division/circle to surveyed, or services originally specified in the bidding documents may be increased, but such increase shall not exceed 20% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

4.29.2 If the Discom thinks at any time during the period of contract that it does not want the total number of consumers/sub-division/division/circle to be surveyed as against the number specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

4.29.3 Repeat orders for similar additional work may be placed on the rates and conditions given in the contract. The limits of repeat order shall be as under: -

- i. 50% of the value of services of the original contract.

4.30 Dividing quantum of work among more than one bidder at the time of award of contract.-

4.30.1 At the discretion of the Discom, the work may be divided among the bidders, if the Discom thinks that any single bidder is not able to handle work as specified under scope of work. The division of work may be the as far as possible, as follows:

- (a) Lowest Bidder: 50% of total quantum of work
- (b) Second lowest Bidder accepting lowest rate: 30% of total quantum of work

(c) Third lowest Bidder accepting lowest rate: 20% of total quantum of work

4.30.2 For dividing the quantities, offers will be made to all the Bidders after the lowest rate has been discovered, after negotiations, if any.

4.31 **Performance Security Deposit**

4.31.1 In case of successful Bidder, the Earnest Money will be adjusted in arriving at the amount of the Performance Security Deposit.

4.31.2 The Survey Agency shall, within fifteen (15) days of the notification of Work/ Contract award, provide a Performance Security deposit of 5% of the total contract value for the due performance of the Contract

4.31.3 The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss resulting from the Survey Agency's failure to complete its obligations under the Contract.

4.31.4 Form of Performance Security deposit: PSD in the form of cash will not be accepted. It may be deposited in the form of Bank Draft or Banker's Cheque. in case the amount of PSD exceeds Rupees fifteen Lacs the rest of amount against PSD may be deposited in the form of Bank Guarantee.

4.31.5 Refund of Performance Security deposit: The Performance Security deposit shall be refunded after 6 months from the expiry of the contract period subject to successful completion of the assignment as mentioned in bidding document and after effecting recoveries, if any.

4.31.6 Forfeiture of Performance Security deposit: Performance Security deposit shall be forfeited in the following cases: -

4.31.7 When any terms and condition of the contract is breached.

4.31.8 When the Bidder fails to commence, fails to fulfil the services obligations after partially executing the work order.

4.31.9 To adjust any dues against the firm from any other contract with Discoms.

4.31.10 No interest will be paid by Discoms on the amount of earnest money and performance security deposit.

4.31.11 Proper notice will be given to the Bidder with reasonable time before earnest money/ performance security deposit is forfeited.

4.31.12 Forfeiture of earnest money / performance security deposit shall be without prejudice to any other right of Discoms to claim any damages as admissible under

the law as well as to take such action against the Bidder such as severing future business relation or black listing, etc.

4.32 Execution of Agreement for Contract

4.32.1 A contract shall come into force from the date on which the letter of contract is dispatched to the bidder.

4.32.2 The successful bidder shall sign the Agreement for Contract within 15 days from the date on which the letter of contract or letter of intent is dispatched to the successful bidder. In case the bidder fails to sign the agreement within the stipulated time, the contract shall be liable for cancellation and the EMD will be forfeited.

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

4.32.4 The bidder will be required to execute the agreement for contract on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

4.33 Confidentiality

4.33.1 Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, the Discom shall not disclose any information if such disclosure, in its opinion, is likely to: -

- i. Impede enforcement of any law;
- ii. Affect the security or strategic interests of India;
- iii. Affect the intellectual property rights or legitimate Commercial interests of bidders;
- iv. Affect the legitimate Commercial interests of the Discom in situations that may include when the procurement relates to a project in which the Discom is to make a competitive bid, or the intellectual property rights of the Discom.

4.33.2 The Discom shall treat all communications with bidders related to the bidding process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.

4.33.3 The Discom may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

4.33.4 In addition to the restrictions specified above, the Discom, while procuring a subject matter of such nature which requires the Discom to maintain confidentiality, may impose condition for protecting confidentiality of such information.

- i. The Discom and the Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- ii. The Discom shall not use such documents, data, and other information received from the Bidder for any purposes unrelated to the Contract. Similarly, the Bidder shall not use such documents, data, and other information received from the Discom for any purpose other than the work and services required for the performance of the Contract
- iii. The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - a) the Discom or Bidder need to share with the JVVNL/AVVNL/JdVVNL or other institutions participating in the Contract;
 - b) now or hereafter enters the public domain through no fault of that party;
 - c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- iv. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

- v. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

4.34 Cancellation of bidding process

4.34.1 If any bidding process has been cancelled, it shall not be reopened but it shall not prevent the Discom from initiating a new bidding process for the same subject matter of services, if required.

4.34.2 The Discom may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -

- i. At any time prior to the acceptance of the successful Bid; or
- ii. After the successful Bid is accepted in accordance with (d) and (e) below.

4.34.3 The Discom shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

4.34.4 The decision of the Discom to cancel the services and reasons for such decision shall be immediately communicated to all bidders that participated in the bidding process.

4.34.5 If the bidder who's Bid has been accepted as successful fails to sign any written contract as required, or fails to provide any required security for the performance of the work order, the Discom may cancel the bidding process.

4.34.6 If a bidder is convicted of any offence under the Act, the Discom may: -

- i. Cancel the relevant bidding process if the Bid of the convicted bidder has been declared as successful but no contract has been entered into;
- ii. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the contract has been entered into between the Discom and the convicted bidder.

4.35 Code of Integrity for Bidders

4.35.1 No person participating in a bidding process shall act in contravention of the code of integrity prescribed by the State Government.

4.35.2 The code of integrity include provisions for: -

- i. Prohibiting
 - a. Any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the bidding process or to otherwise influence the bidding process;

- b. Any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - c. Any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the bidding process;
 - d. Improper use of information shared between the Discom and the bidders with an intent to gain unfair advantage in the bidding process or for personal gain;
 - e. Any financial or business transactions between the bidder and any officer or employee of the Discom;
 - f. Any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the bidding process;
 - g. Any obstruction of any investigation or audit of a bidding process;
- ii. Disclosure of conflict of interest;
 - iii. Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Purchaser.

4.35.3 Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the Discom may take appropriate measures including: -

- i. exclusion of the bidder from the bidding process;
- ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
- iii. forfeiture or encashment of any other security or bond relating to the procurement;
- iv. recovery of payments made by the Discom along with interest thereon at bank rate;
- v. cancellation of the relevant contract and recovery of compensation for loss incurred by the Discom;
- vi. debarment of the bidder from participation in future procurements of the Discom for a period not exceeding three years.

4.36 Appeals

4.36.1 Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the Discom is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the Discom, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

- i. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
- ii. Provided further that in case the Discom evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

4.36.2 The officer to whom an appeal is filed under (4.36.1) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

4.36.3 If the officer designated under (4.36.1) above fails to dispose of the appeal filed under that sub-section within the period specified in (4.36.2) above, or if the bidder or prospective bidder or the Discom is aggrieved by the order passed, the bidder or prospective bidder or the Discom, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (4.36.2) above or of the date of receipt of the order passed under (4.36.2) above, as the case may be.

4.36.4 The officer or authority to which an appeal is filed under (4.36.3) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:

4.36.5 The officer or authority to which an appeal may be filed under (4.36.1) or (4.36.3) above shall be :

First Appellate Authority: As may be decided by the Board of directors

Second Appellate Authority: As may be determined by Government of Rajasthan

4.36.6 Form of Appeal:

- i. Every appeal under (4.36.1) and (4.36.3) above shall be as per **Annexure-XI** along with as many copies as there are respondents in the appeal.

- ii. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- iii. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

4.36.7 Fee for Appeal: Fee for filing appeal:

- i. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- ii. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

4.36.8 Procedure for disposal of appeal:

- i. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- ii. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - a. hear all the parties to appeal present before him; and
 - b. peruse or inspect documents, relevant records or copies thereof relating to the matter.
- iii. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- iv. The order passed under (4.39.3) shall also be placed on the State Public Procurement Portal.

4.36.9 No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate Commercial interests of the bidder or the Discom, shall be disclosed in a proceeding under an appeal.

4.37 Stay of procurement proceedings:

4.37.1 While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending

disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

4.38 Vexatious Appeals & Complaints:

4.38.1 Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012”, with the intention of delaying or defeating any procurement or causing loss to the Discom or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

4.39 Offences by Firms/ Companies

4.39.1 Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

4.39.2 Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

4.39.3 Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

4.39.4 For the purpose of this clause-

- i. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
- ii. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

4.39.5 Abetment of certain offences: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

4.40 **Debarment from Bidding**

4.40.1 A bidder shall be debarred/blacklisted by the Discom if he has been convicted of an offence

- i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
- ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

4.40.2 A bidder debarred under (a) above shall not be eligible to participate in a bidding process of any Discom for a period not exceeding three years commencing from the date on which he was debarred.

4.40.3 If the Discom finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.

4.40.4 Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by the Discom in respect of any bidding process or contract, the bidder may be debarred from participating in any bidding process undertaken by the Discom for a period not exceeding three years.

4.40.5 The Discom shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

4.41 **Monitoring of Contract**

4.41.1 An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by Discom to monitor the progress of the contract during its execution.

4.41.2 During the contract period the CMC shall keep a watch on the progress of the contract and shall ensure that the bidder has deployed sufficient resources in proportion to the quantum of work assigned to the survey agency. The CMC will also inspect the performance of the agency from time to time.

- 4.41.3 If delay in providing the desired quality of service is observed a performance notice would be given to the selected bidder to take remedial action in that regard.
- 4.41.4 Any Change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the Discom and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- 4.41.5 No new business partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the Discom through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- 4.41.6 The selected survey agency shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Discom except the one with whom the Bidder has partnered for the purpose of execution of the project (if any).

5 TERMS AND CONDITIONS, OF TENDER & CONTRACT

5.1 Definitions

For the purpose of clarity, the following words and expressions shall have the meanings assigned to them as under / under the heading Definition and Abbreviations earlier in this document: -

- a) "Contract" means the Agreement entered into between the Discom and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the Bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) "Day" means calendar day.
- e) "Completion" means the fulfilment of the Related Works & Services by the Bidder in accordance with the terms and conditions set forth in the Contract.
- f) "Purchaser" means the entity that is a recipient of a works or services provided by the Selected Bidder, here it shall mean Discom.
- g) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Bidder.
- h) "Bidder" means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids / Request for Proposal / Notice Inviting Tender and which is participating in the Bid.

5.2 General Conditions of Contract

5.2.1 The following GCC shall be applicable to and form part of the Contract to be executed between the Discom and the Contractor unless specifically excluded or amended in the Contract.

5.3 Interpretation

- 5.3.1 In the event of an inconsistency between the terms of the Contract and the Proposal, the terms of the Contract shall prevail;
- 5.3.2 The clause headings are for convenient reference only and do not form part of this RFP;
- 5.3.3 Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 5.3.4 unless otherwise specified a reference to a clause, sub- clause, article or section is a reference to a clause, sub-clause or section of this RFP including any amendments or modifications to the same from time to time;
- 5.3.5 a word in the singular includes the plural and a word in the plural includes the singular;
- 5.3.6 a word importing a gender includes any other gender;
- 5.3.7 a reference to a person includes a partnership and a body corporate;
- 5.3.8 a reference to legislation includes legislation repealing, replacing or amending that legislation;
- 5.3.9 where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase, which have corresponding meanings;
- 5.3.10 Whenever a material or article is specified or described by the name of a particular brand, manufacturer or trademark, the specific item shall be understood as establishing type, function and quality desired. Products of other manufacturers may also be considered, provided sufficient information is furnished so as to enable the Discom to determine that the products are equivalent to those named.

5.4 **Corrupt Practices**

- 5.4.1 The survey agency, shall observe the highest standards of ethics during the execution of the Project;
- 5.4.2 The Discom will reject a Proposal for award if it determines that the Bidder recommended for award has engaged in Corrupt Practice, Fraudulent Practice, Collusive Practice, or Coercive Practices in competing for the Contract;
- 5.4.3 After the issuance of the LOI if it comes to the knowledge of the Discom that the Survey Agency has engaged in Corrupt Practice, Fraudulent Practice, Collusive Practice, or Coercive Practices at any stage, the Discom shall forthwith terminate the Contract as per the provisions of Clause related to termination.

5.5 Language

5.5.1 The official language of the Bidding Documents is English. Contract as well as all correspondence and documents relating to the Contract exchanged by the Survey Agency and the Discom, shall be written in English. Supporting documents and printed literature that are part of the Bidding Documents may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation, the English translation shall govern.

5.5.2 The Survey Agency shall bear all costs of translation to English and all risks of the accuracy of such translation. The Survey Agency shall be bound to the English translation and what has been stated therein.

5.6 Consortium

5.6.1 Consortium are not allowed to participate in this bidding

5.7 Conditions Precedent to the Contract

5.7.1 The Survey Agency shall submit an unconditional and irrevocable performance security deposit to Discom from any nationalized bank / Scheduled bank as per the GCC.

5.8 Taxes & Duties

5.8.1 All custom duties, excise duties, Central Sales Taxes and other levies payable by the bidders other than VAT and Service Tax in respect of the transaction between the bidders and their vendors/sub – suppliers while procuring any subassemblies, raw materials and equipment shall be treated as included in the bid price and no claim on this behalf will be entertained by the owner.

5.8.2 The work contract tax on the entire value of material supplied and erected, Central Sales Tax/VAT, excise duty, local taxes, Rajasthan entry tax as applicable/leviable on the goods procured from outside Rajasthan, levies, and other liabilities of Govt, if leviable in respect of the transaction between the owner and the Survey Agency under the contract on the date of opening of bids (techno-Commercial) shall be treated as included in the bid price and no additional payment on this account shall be paid by the Nigam. The service tax shall be payable extra at the applicable rate on production of necessary documents/proof.

5.8.3 Any income tax, surcharge on income tax and other corporate taxes including work contract tax, service tax and entry tax as applicable/ leviable on the goods

procured from outside Rajasthan as attracted under the law, shall be deducted at source, as per the prevailing Govt rules by payment making authority from each bill. Necessary TDS certificate shall be issued by payment making authority.

5.8.4 Jaipur Vidyut Vitran Nigam Limited is registered dealer under Central Sales tax Act and is entitled to concessional rate of Central sales tax as per rules in force. Necessary declaration Form 'C' for availing supply of material on concessional sales tax shall be issued by the Nigam on completion of ordered work/ financial year ending.

5.8.5 Any statutory variation in existing rates of taxes/duties/levies/charges during contracted completion period shall be to Nigam's account. However, for claiming any such statutory variation, the Survey Agency is required to furnish the documentary evidence/proof in support of the same for scrutiny and approval. Any downward variation in above rates of taxes/duties/levies shall have to be passed on to the Nigam

5.9 Disputed Payments

5.9.1 An invoice raised by Survey Agency can be disputed by Discom however, Discom shall remit the 50% of the disputed payments to Survey Agency within 30 (Thirty) Days of submission of claims.

5.9.2 In case dispute is resolved in favour of Survey Agency, Discom shall within 7 (Seven) Days of settlement of such disputes pay the balance amount if any.

5.9.3 In case dispute is resolved in favour of Discom, Survey Agency shall within 7 (Seven) Days of settlement of such disputes refund the excess amount if any.

5.9.4 All disputed penalties shall be resolved by way of appropriate dispute resolution mechanism detailed in the Contract and there shall be no right to offset such penalties against amounts owed to the Survey Agency, without undertaking the aforementioned appropriate dispute resolution.

5.10 Settlement of Disputes:

5.10.1 General: If any dispute arises between the Survey Agency and Discom during the execution of a contract that would be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the contractor on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take

legal advice of a counsel and then examine the representation. The contractor will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the contractor.

5.10.2 Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions and same shall be submitted for the decision of tender sanctioning Procurement Committee agreed by the decision of above procurement committee, it shall be referred to the empowered standing committee for decision. The standing committee shall consist of following members, provided that there shall be at least one Director (Finance) : -

- Chairman of Board of Directors of JVVNL : Chairman
- Managing Director/Whole time Director, JVVNL : Member
- Managing Director/Whole Time Director, AVVNL : Member
- Managing Director/Whole Time Director, JdVVNL : Member
- A Legal Expert to be nominated by the Chairman : Member

5.10.3 Procedure for reference to the Standing Committee: The Survey Agency shall present his representation to the Managing Director, JVVNL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lac, within three months from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the Survey Agency shall prepare a reply of representation and shall represent the Discom's stand before the standing committee. From the side of the Survey Agency, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the Survey Agency and Discom. The standing committee, if it so decides, may refer the matter to the Board of Directors of Discom for further decision.

5.10.4 Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction at Jaipur, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

5.10.5 Arbitration:

- i. Any Dispute not settled amicably as above, shall, at the request of either party, be submitted to arbitration by a panel of three arbitrators. Arbitration proceedings shall be conducted according to the provisions of Arbitration and Reconciliation Act, 1996.
- ii. While submitting the dispute or difference to arbitration in accordance with this clause the party so submitting shall, in its notice, specify the name of one arbitrator appointed by it. Within 30 (Thirty) Days of receipt of notice, the other party shall appoint an arbitrator. The third arbitrator (who will act as a chairman) shall be nominated by the two arbitrators appointed as aforesaid or, failing such nomination within 30 (Thirty) Days of the appointment of the second arbitrator shall be appointed in accordance with the Arbitration and Reconciliation Act, 1996.
- iii. The language of arbitration shall be English. The venue of arbitration shall be Jaipur.
- iv. The arbitral award shall be reasoned in writing. The arbitrators shall also decide on the cost of arbitration proceedings.
- v. The parties agree that the award of the arbitrators shall be final and binding upon the parties.
- vi. Notwithstanding anything to the contrary, the provisions of this Clause shall survive the termination of the Contract.

5.10.6 The Survey Agency and the Discom shall continue to perform their respective obligations under the Contract during the conduct of the dispute settlement procedures.

5.11 **Governing Laws**

5.11.1 The Contract shall be governed by and interpreted in accordance with the laws of India. The High Court of Judicature in the State of Rajasthan and Courts subordinate to it shall have exclusive jurisdiction in respect of any disputes relating to the bidding process, award of Contract and execution of the Contract.

5.12 **Confidential Information**

5.12.1 The Discom and the Survey Agency undertake to each other to keep confidential all proprietary information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading to or the entering of the Contract.

- 5.12.2 After the entering of the Contract the Discom and the Survey Agency shall keep confidential and shall not, without the written consent of the other party, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Survey Agency may furnish to its Sub contractor such documents, data, and other information it receives from the Discom to the extent required for the Sub contractor to perform its work under the Contract, in which event the Survey Agency shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Survey Agency under this Clause.
- 5.12.3 The Discom shall not use such documents, data, and other information received from the Survey Agency for any purposes unrelated to the Contract. Similarly, the Survey Agency shall not use such documents, data, and other information received from the Discom for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 5.12.4 The confidentiality obligations of a party hereunder, however, shall not apply to information that:
- i. The Discom or Survey Agency need to share with the institutions participating in the financing of the Project;
 - ii. Now or hereafter enters the public domain through no fault of that party;
 - iii. Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 5.12.5 The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by either the Discom or the Survey Agency prior to the date of the Contract.
- 5.12.6 Both the Discom and the Survey Agency undertake to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by its employees, agents and Sub-contractors.
- 5.12.7 The provisions of this GCC Clause shall survive completion or termination, for whatever reason, of the Contract.

5.13 **Subcontracting**

5.13.1 The sub-contracting is not allowed. The Survey Agency found to sub-contract a part or entire work shall liable for a breach under the Contract.

5.14 **Provisions Relating to Staff**

5.14.1 The Survey Agency shall provide its own staff for providing all the services under the Contract. The Survey Agency shall be responsible for following all laws relating to employment and for depositing all statutory amounts pertaining to its employees under the applicable statutory provisions. The Survey Agency shall submit to the Discom, a certificate of conformance to all labour related statutory provisions every month.

5.14.2 The Survey Agency does not have any obligation to accept any employee of Discom on deputation for this Project. However, upon written request from the Survey Agency, the Discom shall, consider at its sole discretion, to depute such of its named staff requested by the Survey Agency. All expenses of such employees with agreed deputation allowance will be borne by the Survey Agency.

5.14.3 Other than as aforesaid, the Survey Agency may not solicit Discom employees to join its services for the term of the Contract. The Discom may not solicit Survey Agency employees to join its services for one year after the term has ended.

5.14.4 The Survey Agency shall be responsible for the identification and control of Corrupt Practices by its employees in the delivery of the services.

5.14.5 If the Survey Agency finds that any of its employees has engaged in Corrupt Practice, Fraudulent Practice, Collusive Practice, or Coercive Practices, such employee shall be forthwith removed from performing any activity relating to the Contract and shall be dealt with under the disciplinary processes of the Survey Agency's service conditions.

5.14.6 Where such Corrupt Practice by the employee has material financial implications and amounts to criminal conduct, the Survey Agency is free to prosecute such employee for such criminal conduct.

5.14.7 Each case of corruption dealt with by the Survey Agency shall be informed in writing to the Discom.

5.15 **Insurance**

5.15.1 The agency at its cost shall arrange, secure and maintain all necessary insurance as may be pertinent to the Project and obligatory in terms of law to protect its

interest and interest of the Discom. The responsibility to maintain adequate insurance coverage at all time during the term of the Contract shall be that of the Agency alone. The Agency's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

5.15.2 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks), workman compensation risks, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, flood & earth-quake, accidents of all kinds, etc.

5.15.3 The Agency shall obtain accident liability insurance for its employees for payment of compensation because of injury, fatal or otherwise due to accident during course of operation carried out by him for complying with its contractual obligations thereof. It shall indemnify the Discom against any claim from such employees or damage to property whatsoever while these arise out of or in consequences of the execution of works, operation and all activities to be performed until the successful completion of the Contract shall be to the account of the Agency. The Agency shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the Goods, damaged or lost.

5.16 **Indemnification**

5.16.1 The Agency during the term of the Contract shall indemnify, defend and hold the Discom harmless against:

- i. Any acts of omissions / commission of the Agency with regard to the Scope of Work. In such event, Agency shall have no claim for compensation, incentive or any other claim against Discom.
- ii. Claims against Discom made by any third party for any act of commission or omission by Agency and co-operate with Discom in defending any action with the third party.
- iii. Non-compliance with the laws, regulations, orders and directives by the Agency.
- iv. Any penalty imposed on account of non-compliance as stated hereinabove.
- v. This indemnity shall survive 3 (Three) years beyond the term of the Contract.

5.16.2 Discom shall indemnify, defend and hold the agency harmless against the acts of commission/omission in the Area under jurisdiction of Discom.

5.16.3 The indemnity Bond shall be furnished by the Agency before commencement of the work and shall be valid till the completion of work.

5.17 **Limitation of Liability**

5.17.1 Except in cases of gross negligence or wilful misconduct:

- i. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Survey Agency to pay penalties to the Discom; and
- ii. The aggregate / cumulative liability of the Survey Agency to the Discom, whether under contract, in tort, or otherwise, shall not exceed 20% (Twenty Percent) of the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective Goods, or to any obligation of the Survey Agency to indemnify the Discom with respect to patent infringement.

5.18 **Change in Laws and Regulations**

5.18.1 Unless otherwise specified in the Contract, if after the date of the invitation for bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India and such change affects the Project, then the Survey Agency shall inform the Discom in writing about such change explaining the effect of the change to the Survey Agency's obligations under the Contract. The Discom and the Survey Agency shall negotiate in good faith and alter such terms as needed to affect continuation of the Contract.

5.19 **Events of Default / Breach of Contract**

5.19.1 Unless any such event occurs as a result of a force majeure event, the Discom and or the Survey Agency (as per context), shall be in breach of the Contract in the event of:

- i. A material failure to perform material obligations under the Contract;
- ii. Failure to conform to the any statutory provisions / regulatory orders that apply to the Contract.

5.19.2 Breach Capable of Remedy: the Discom and or the Survey Agency may notify the other of a breach by it in writing. The party in breach shall forthwith take any actions needed to remedy the breach upon receipt of the notice. If the remedy

shall take more than 30 (Thirty) Days then the party in breach shall inform the other of such time requirements. Within 30 (Thirty) Days, or such other time as may have been agreed, the party in breach shall notify the other of the breach having being remedied. If the breach is not remedied by the party in breach within the stipulated time, it must show bona fide action towards remedy and seek a further extension of time from the other party. If the breach is not remedied even after an extension of the time, the notifying party shall have the right to terminate the Contract.

5.19.3 Breach Not Capable of Remedy: The notifying party may notify the party in breach of a Breach by it in writing. It shall also commence any action within its powers (other than termination of the Contract) to mitigate any damage or limit its liability because of the breach by the party in breach. The notifying party shall set out in writing, any costs incurred or expected to be incurred or damages incurred or likely to be incurred directly as a result of a breach, to the party in breach. The two parties shall negotiate in good faith to reach a settlement for the costs / damages using the dispute resolution procedure if needed. If an amicable settlement is not reached, the notifying party shall have the right to terminate the Contract.

5.20 Force Majeure

5.20.1 Neither the Discom nor the Survey Agency shall be liable to the other if, and to the extent, that the performance or the delay in performance of any of its obligations under the Contract is prevented, restricted, delayed or interfered with due to occurrence of any event of force majeure including acts of God, acts of any Government (de-jure or defacto) or regulatory body or public enemy, war, riots, industry wide strikes, state wide strikes, political agitation or boycott, communal strife, civil commotion, act of foreign enemy or terrorist or military action, politically motivated sabotage, any political or economic upheaval, disturbance, movement, struggle or similar occurrence, invasion, armed conflict or act of foreign enemy, blockade, insurrection, extremely adverse weather conditions, floods, lightning, earth-quake, landslide, cyclone, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion, any judgment or order of court of competent jurisdiction or statutory authority made against the Survey Agency in any proceedings for reasons other than Failure of the Survey Agency to comply with any applicable laws or applicable permits or on account of

breach of any applicable laws or applicable permits or of any contract or Enforcement of the Contract or exercise of any of its rights under the Contract by the Discom, or any event or circumstances of nature analogous to any of the foregoing.

5.20.2 The party claiming an event of force majeure shall promptly notify the other party in writing and provide full particulars of the cause or the events and the date of first occurrence thereof as soon as possible after the event and also keep the other party informed of any further developments.

5.20.3 The party so affected shall use its best efforts to remove the cause of non-performance and the parties shall resume performance hereunder when events pertaining to this clause are removed.

5.20.4 In the event of a force majeure condition applying to a part of the Project Area the Survey Agency may seek a delay due to force majeure for that area and is obliged to continue normal service and fulfil all obligations under this Contract in all areas not affected by the force majeure event.

5.20.5 A condition of force majeure shall not relieve any party of any obligations due under the Contract prior to the event of force majeure.

5.21 **Termination of Contract on Discom's Initiative**

5.21.1 The Discom reserves the right to terminate the contract either in part or in full due to reasons other than those mentioned under clause entitled Survey Agency's default. The owner shall in such an event give fifteen days (15 days) notice in writing to the Survey Agency of his decision to do so.

5.21.2 The Survey Agency upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the owner on maintenance protection and disposition of the work acquired under the contract by the owner.

5.21.3 In the event of such a termination the contract shall be cancelled without any liability on either side.

5.21.4 If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then unless the owner is satisfied that the legal representatives of

the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased contractor of the contract, The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete, the owner shall not hold the estate of the deceased contractor and / or the surviving partners of the estate of the deceased contractor and /or the surviving partners of the contractor's firm liable to damages for not completing the contract.

5.22 Survey Agency 's Default

5.22.1 If the Survey Agency neglect to execute the works with the diligence and expedition or refuse or neglect to comply with any reasonable orders given to him, in writing by the engineer in connection with the works or shall contravenes the provisions of the contract, the Discom may give notice in writing to the Survey Agency make good the failure, neglect or contravention complained of. Should the Survey Agency 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 Survey Agency 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 Survey Agency '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 Survey Agency 's equipment that may have been at the time on the site in connection with the works without being responsible to the Survey Agency 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 Survey Agency, the Survey Agency shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the Survey Agency shall have to pay if the completion of works is delayed.

5.22.2 In addition, such action by the Discom as aforesaid shall not relieve the Survey Agency of his liability to pay liquidated damages for delay in completion of works.

5.22.3 The termination of the contract under this clause shall not entitle the Survey Agency 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.

5.23 **Assignment and Ownership**

5.23.1 The Survey Agency shall not assign, in whole or in part, its obligations under the Contract.

5.23.2 The Survey Agency shall always remain within the beneficial ownership of the Bidder for the term of the Contract.

5.24 **Public disclosure**

5.24.1 All materials provided to the Discom by the Bidder are subject to national and state public disclosure laws such as RTI etc.

5.24.2 Save to fulfil its obligations under Consumer engagement service, the Survey Agency shall not make or permit to be made a public announcement or media release about any aspect of the Contract without prior written consent from the Discom, which shall not be unreasonably withheld.

5.24.3 The Survey Agency may disclose details of the Project to the extent necessary to authorities having jurisdiction e.g. stock exchanges, tax authorities etc.

5.25 **Adherence to Safety Procedures, Rules & Regulations**

5.25.1 Survey Agency shall comply with the provisions of all laws including labour laws, rules, regulations and notifications issued thereunder from time to time. All safety & labour laws enforced by statutory agencies and by Discom shall be applicable in the performance of the Contract and Survey Agency's team shall abide by these laws.

5.25.2 The Survey Agency shall report as soon as possible any evidence, which may indicate or is likely to lead to, an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

5.26 **Survival**

5.26.1 The clauses in the Contract which by their nature are intended to survive after termination of the Contract shall remain in effect after such termination.

5.27 **Extension in Delivery Period and Liquidated Damages (LD)**

5.27.1 Except as provided under clause “Force Majeure”, if the successful bidder fails to perform the services within the period specified in the Contract, the Discom may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Discom may terminate the Contract pursuant to clause “Termination”.

5.27.2 The time specified under clause 3.3 in the bidding document shall be deemed to be the essence of the contract and the successful bidder shall provide services within the specified period.

5.27.3 Delivery completion period may be extended with or without liquidated damages, if the delay in the service is on account of hindrances beyond the control of the successful bidder.

- i. The successful bidder shall request in writing to the Discom giving reasons for extending the delivery period of service, if he finds himself unable to complete the service within the stipulated delivery period or is unable to maintain prorata progress in service delivery. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of service after which such request shall not be entertained.
- ii. The Discom shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
- iii. Normally, extension in delivery period of service in following circumstances may be considered without liquidated damages:
 - (a) When delay has occurred due to delay in supply of data, details etc. if Discom was required to supply them to the Survey Agency as per terms of the contract.
- iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or

without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of service.

- v. It shall be at the discretion of the concerned authority to accept or not to accept the services rendered by the Survey Agency after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted.
- vi. The competent authority shall have right to cancel the contract with respect to undelivered service.
- vii. If Discom in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

5.27.4 In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the supplier/ successful bidder has failed to complete:

Sl. No.	Condition	LD*
a.	Delay up to one fourth period of the prescribed period of delivery of services	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery of services	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery of services	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery of services	10.0 %

- i. The maximum amount of liquidated damages shall be 20% of the value of the work order provided under this contract
- ii. *The percentage refers to the payment due for the associated work or service.

6 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

6.1 Terms of Payment

6.1.1 Payment shall be made by the Discom only after submission of project deliverables, delivery of services and acceptance of the tasks detailed as below, to the entire satisfaction of the Discom i.e. JVVNL/AVVNL/JdVVNL and shall be subject to liquidated damages and penalties:

S. No	Reference to SoW	Deliverable	Amount payable (reference to price bid)
1	Undertake all activities mentioned in Clause 3.1.6 of the scope of work	Final Report and presentation (after incorporating feedback/ comments of the committee)	20% of payment for applicable financial year as specified in the Price bid.
2	Undertake all activities mentioned in Clause 3.1.7 of the scope of work	Survey Report (separately for each circle)	60% of payment for applicable financial year as specified in the Price bid.
3	Undertake all activities mentioned in Clause 3.1.8 of the scope of work	Analysis Report and Recommendation	20% of payment for applicable financial year as specified in the Price bid.

6.2 Invoicing & payments

6.2.1 Survey agency will raise an invoice for 100% of the price component as applicable under S. No. 1/2/3 of the clause 6.1 post approval of final report as applicable under stage-I/II/III of the scope of work by the concerned approval authority of Rajasthan Discoms.

6.2.2 The invoice shall be submitted by hand in five copies marked Original, JVVNL/AVVNL/JdVVNL copy (3 numbers), and survey agency copy. When the invoice is delivered, the Discom shall acknowledge receipt by signing, dating and stamping the contractor copy and returning it to the Contractor.

- 6.2.3 The invoice shall be accompanied by the approved copy of final reports.
- 6.2.4 The invoice shall clearly state the number of consumers surveyed per sub-division number of subdivisions and circles surveyed.
- 6.2.5 The Discom, upon receipt of the invoice and accompanying documentation, shall verify the invoice within 7 (Seven) Working Days and send it to accounts or other concerned department for processing of payment.
- 6.2.6 The payment shall be released within 30 working days post verification of the invoice.

6.3 Service Level Standards/ Requirements/ Agreement

- 6.3.1 Service Level Requirements (SLRs) as defined in the table below. Each SLR shall be evaluated on a yearly basis after submission of final survey report.
- 6.3.2 SLR penalty (deduction in payable amount) specific to non-compliance of a given SLR is defined as a percentage of the total value of the work order provided under this contract attributable over a year.
- 6.3.3 SLR penalty stated above is additive such that the total penalty for all non-complied SLRs shall be sum of their corresponding value/percentages.
- 6.3.4 Maximum applicable penalty shall not exceed 20% (other than LD) of the payment payable on a particular financial year. If the penalty exceed maximum applicable penalty, Discom may terminate the contract.
- 6.3.5 These penalties are in addition to Liquidated Damages (As per RFP) which may be imposed on late delivery of the defined deliverables as per clause 5.27.4 of this document.

S. No.	Parameter	Service Level Requirements (SLRs)	Additive penalty for failure to achieve stated SLRs
1	Alpha= (No. of subdivision surveyed)/(Total no. sub-division) *100	Alpha = 100%	(2.5% for each percent or part thereof below 100% and upto 95% and 4% for each percent or part thereof below 95%) of the total amount payable for a particular financial year
2	Beta = (No. of consumer surveyed)/16000 * 100	Beta = 100%	(2.5% for each percent or part thereof below 100% and upto 95% and 4% for each percent or part thereof below 95%) of the total amount payable for a particular financial year

7 BID DATA SHEET (As on 31st March 2016)

Jaipur, Jodhpur and Ajmer Discoms are public utility companies under the Department of Energy, Govt. of Rajasthan, which are engaged in the power distribution work across all 33 districts of Rajasthan state, serving various categories of regular consumers detailed as under (as on 31st March 2016):

Category	JVVNL	AVVNL	JdVVNL	Total
Domestic	2804675	2893211	2517248	8215134
Non-domestic	338729	271092	243264	853085
Public street light	3730	3542	5631	12903
Agriculture total	438605	404607	286179	1129391
Metered	402355	346556	247332	996243
Flat rate	36250	58051	38847	133148
Industrial total	60827	57155	39619	157601
Small industrial	46650	45287	30477	122414
Medium industrial	11258	8752	7679	27689
Large industrial	2919	3116	1463	7498
Public water works	16294	17018	12823	46135
Small	15839	16641	11696	44176
Medium	332	305	961	1598
Large	123	72	166	361
Mixed load	8495	13085	10566	32146
T Railway	3	0	0	3
Grand Total	3671358	3659710	3115330	10443698

Annexure I

TECHNICAL PROPOSAL – STANDARD FORMS

Annexure I-A: Technical Proposal submission form.

Annexure I- B: Firm's references.

Annexure I- C: Format of Curriculum Vitae of proposed key professional staff.

Annexure I-A: TECHNICAL PROPOSAL SUBMISSION FORM

(on company's letterhead)

To,
Superintending Engineer (Commercial),
JVVNL,

[Reference No.]

Dear Sir,

Ref: Request for Proposal (RFP) Notification dated..... No.....

1. I/We, the undersigned bidder, having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work and in conformity with the said bidding document.
2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Discom for carrying out the project in accordance with your RFP.
4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
5. I/We agree to abide by this RFP for a period of days as specified in the NIT from the closing date fixed for submission of bid as stipulated in the RFP document.
6. I/We understand that the Discom is not bound to accept any bid received in response to this RFP.

7. In case we are engaged by the Discom, we shall provide any assistance/cooperation required by Discom, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We understand that our non-cooperation for the same shall be grounds for termination of service.

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

Annexure I- B: FIRM'S REFERENCES**Relevant Services Carried Out With Reference To Scope of Work
That Best Illustrate Qualification**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

I. Survey Related Experience

Sl. No.	Name of Assignment and Brief description of services	Name and Address of Client	Duration of work in months (Start date- End date)	Project Cost	Value of completed work
1					
2					
-					
-					
-					

II. Rajasthan power sector related experience

Sl. No.	Name of Assignment and Brief description of services	Duration of work in months (Start date- End date)	Duration of work
1			
-			
-			

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

Annexure I-C: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____

Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

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

[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full name of staff member: _____

Annexure II
ELIGIBILITY CRITERIA REFERENCES
(To be enclosed with the technical bid)

Sr. No	Qualification Requirements	Document Required	Reference Page No.
Pre-Qualification Requirement			
1	The Bidder must be a company, registered under the Companies Act, 1956 or a partnership firm registered under Partnership Act or a Proprietorship firm & operational for last 10 years.	Self-attested copy of the Certificate of Incorporation/ Registration Certificate / Certificate of Commencement of Business	
2	The Bidder should be registered with the Service Tax department	(i) Service Tax registration certificate (ii) Pan Card	
3	The bidder should primarily deal in consulting services with market research and its allied activities.	Copy of work orders	
4	The bidder must not have been blacklisted by any of the Central/ State power utilities in India for fraudulent or corrupt practices.	The bidder should provide an undertaking (self-certificate) that the bidder has not been blacklisted for fraudulent or corrupt practices by any of the Central/ State power utilities in India in attached format as per Annexure IV	
Technical Requirement			
5	The Bidder must have done minimum one similar work for electricity/ water utilities for any govt. department/ undertaking in last 10 years with coverage of at least 16000 samples. The bidder should have conducted at least one impact assessment/ evaluation survey/study in power sector/ Government of Rajasthan.	a) Copy of work order(s) mentioning the nature of work, the period during which the work was done, the value of the completed work (b) Copy of completion certificate against the submitted work order(s) Or In case of ongoing work: Certificate issued by any	

		Central/State utility stating the worth of work completed and the tenure to complete such work	
Financial Requirement			
6	The Bidder should have an average annual turnover of INR Rs. 2 crores in last three(3) financial years (i.e. 2013-14, 2014-15 & 2015-16) from consulting/ advisory business / consumer satisfaction survey Note: In case FY16 financial statement is not available then, FY13 turnover can be considered	Copy of annual Audited balance sheets and profit and loss statements should be enclosed for the last three financial years along with and CA Certificate indicating turnover during last three financial years, i.e., FY 2013-14 in Crore Rs FY 2014-15 in Crore Rs FY 2015-16 in Crore Rs	
7	The bidder must submit a letter of authorization from the Company authorizing a person to sign the documents on behalf of the company, submit technical, Commercial information and attend meetings on behalf of the company.	Letter of authorization on Company's letter head in attached format as per Annexure III.	

* If any information is not provided than it will be treated as nil.

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

Annexure III
BIDDER'S AUTHORIZATION CERTIFICATE
(To be enclosed with the technical bid)

To,

The SE (Commercial)

JVVNL, Jaipur

<Bidder's Employee Name> _____,
<Designation> _____ is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Bid of reference <Bidder Name, Dept. & Date> _____. He is also authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

Annexure IV
SELF DECLARATION – NO BLACK LISTING
(To be enclosed with the technical bid)

To,
Superintending Engineer (Commercial),
JVVNL, Jaipur

In response to the Tender Ref. No. _____ dated _____, as an owner/ partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

Annexure-V**PRE- BID QUERIES FORMAT**

[Reference No.]

Name of the Company/Firm: _____**Name of Person(s) Representing the Company/ Firm:**

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for correspondence	Email-ID(s)	Tel. & Fax Nos.

Query / Clarification Sought:

Sl. No.	RFP Page No.	RFP clause No.	Clause details	Query/ Clarification	Suggestion/

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF/.doc/.docx). Queries not submitted in the prescribed format will not be considered/ responded at all by the Discom

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

Annexure VI

FINANCIAL PROPOSAL SUBMISSION LETTER

(on company's letterhead)

To,
Superintending Engineer (Commercial),
JVVNL,

[Reference No.]

Dear Sir,

Ref: Request for Proposal (RFP) Notification dated..... No.....

Sir/ Madam:

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the requirements. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are exclusive of all type of govt. taxes/duties including service tax which shall be paid extra, as per rates applicable and need not be included in the rate above.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bid document.

I / We agree to abide by this bid for a period of 180 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We agree to all the terms & conditions as mentioned in the bid document and submit that we have not submitted any deviations in this regard.

We understand that you are not bound to accept the lowest or any bid you may receive.

Yours sincerely,

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

Annexure- VII**PRICE SCHEDULE**

(To be filled by the bidder in BoQ (.XLS file) on e-Proc website with a cover letter on his Letter head)

To,

Superintending Engineer (Commercial),

JVVNL, Jaipur

Sl. No.	Work	Per Circle Charges exclusive of Service Tax (in Rs. Lakhs)	Service Tax (in Rs. Lakhs)	Total Charges per circle (in Rs. Lakhs)	No. of Circle	Total (in Rs. Lakhs)
	A	B	C	D=B+C	E	F=D X E
FY16-17						
1	Consumer Satisfaction Survey				37	
FY 17-18						
2	Consumer Satisfaction Survey				37	
FY 18-19						
3	Consumer Satisfaction Survey				37	
	Grand Total					

Rupees in Words: _____ Only

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

Annexure-7

FINANCIAL BID FORMAT

To,
Superintending Engineer (Commercial),
JVVNL, Jaipur

[Reference No.]

Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as “Survey Agency/Contractor” as per the defined Scope of the work, Requirement specifications & in conformity with the said bidding document. We hereby offer our best price as per the details below and would be valid as per the details mentioned in the NIT.

I/ We undertake that the prices are in conformity with the specifications/ requirements prescribed. The price quoted is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/ duties as asked in the financial bid.

I/ We undertake, if our bid is accepted, to deliver the goods and services in accordance with the requirements of Discom / Energy department mentioned in the bidding document.

I/ We hereby declare that, in case, the contract is awarded to us, we will submit the performance security for the due performance of contract and in the form prescribed by Discom.

I/ We agree to abide by this bid for a period of days specified in NIT, after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....

Annexure-8**FORMAT FOR PERFORMANCE SECURITY BANK GURANTEE**

To,

_____,
 _____,
 _____,

1. Against contract vide advance acceptance of the Tender covering “Tender/ NIT Reference No. _____ dated _____ and Project Titled _____” (hereinafter called the said 'contract') entered into between {Department name} (hereinafter called the Purchaser) and _____ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs. _____ (Rupees in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/ or in the performance thereof.
2. We agree that the decision of the Purchaser, whether breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding upon us and the amount of the said loss or damage shall be unconditionally paid by us forthwith on demand and without demur to the Purchaser.
3. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our

receipt of notice to that effect from the Purchaser.

4. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
5. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
6. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
7. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

WITNESS NO. 1

Authorized Bank Representative

(Signature)

(Signature)

Full name and official

Full name, designation and

Address (in legible letters)

Address (in legible letters)

with Bank stamp

WITNESS NO. 2

(Signature)

Full name and official

Address (in legible letters)

Attorney as per power of

Attorney No.....

Dated.....

Annexure-9**DRAFT AGREEMENT FORMAT**

(To be executed on non-judicial Stamp Paper of Rs. 5000)

An agreement made this _____ (enter date of Agreement) __between__ (enter your firm's name & address)__(hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the <TENDERING AUTHORITY> which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the successful bidder has agreed with the <tendering authority> to provide qualified and competent surveyor/data interpreter for 3 years to the <tendering authority name and address>at its premises, all those articles set forth in Our Work Order No. _____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the successful bidder has deposited a sum of Rs. _____ in the form of Bank Draft No./ Banker Cheque/ Bank Guarantee No. _____ dated. _____ valid upto _____.

Now these Presents witness:

- 1) In consideration of the payment to be made by the <tendering authority> through cheque/ DD at the rates set forth in the Work Order hereto appended the successful bidder will duly provide the said services as set forth in Our Work Order No. _____ dated ___/___/20___ thereof in the manner set forth in the NIT, Tender, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- 2) The NIT, Tender, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No. _____ dated. ___/___/20___ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) Letter Nos. _____ dated _____ received from <bidder name> and letter Nos. _____ Dated _____ issued by the <tendering authority> and

appended to this agreement shall also form part of this agreement.

- 4) The <tendering authority> do hereby agree that if the successful bidder shall duly provide the said services in the manner aforesaid to Discom in the said terms and conditions, the <tendering authority> will through cheque/ DD pay or cause to be paid to the approved service provider at the time and the manner set forth in the said conditions, the amount payable for each and every professional.
- 5) The deployment shall be affected and completed within the period as specified in the Work Order.
- 6) In case of extension in the deployment period with liquidated damages, the recovery shall be made on the basis of percentages of value of the service category (as mentioned in the bidding document) which the bidder has failed deploy.
- 7) All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the <tendering authority> and the decision of the <tendering authority> shall be final.

In witness whereof the parties hereto have set their hands on the ____ day of ____ (Year).

Signature of the Approved supplier/
bidder

Signature for and on behalf of <tendering
authority>

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.1

Witness No.2

Witness No.2

Annexure-X**FORMAT FOR SUBMISSION OF PROJECT REFERENCES**

[Reference No.]

Project Name:	Value of Contract/Work Order (In INR):
Country: Location within country:	Project Duration:
Name of Customer:	Total No. of staff-months of the assignment:
Contact person with address, phone, fax and e-mail:	Approx. value of the services provided by your company under the contract (in INR):
Start date (month/year): Completion date (month/year):	
Name of associated Bidders, if any:	
Narrative description of Project:	
List of Services provided by your firm/company (including the details of modules implemented if applicable)	

Please attach a copy of the work order/completion certificate/purchase order/ letter from the customer for each project reference

Date:

Authorized Signatory:

Seal of the Organization:

Name:

Designation:

Annexure- XI

MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

- Particulars of appellant:
 - Name of the appellant: <please specify>
 - Official address, if any: <please specify>
 - Residential address: <please specify>
- Name and address of the respondent(s):
 - <please specify>
 - <please specify>
 - <please specify>
- Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Discom in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>
- If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>
- Number of affidavits and documents enclosed with the appeal: <please specify>
- Grounds of appeal (supported by an affidavit): <please specify>
- Prayer: <please specify>

Place

Date

Appellant's Signature

Annexure- XII**ILLUSTRATIVE SURVEY FORMAT**

A sample format of the survey form may be as follows –

S. No.	Key metric	Relative importance to me (1 to 10)	My satisfaction (1 to 10 or NA)
1	Ease of getting a new electricity connection		
2	Reliability of the supply (number and frequency of power failure)		
3	Billing and bill distribution process– (Clarity, understanding, timeliness and accuracy)		
4	Ease of bill payment and payment options		
5	Behavior of electricity department employees		
6	Handling of grievances related to –		
a	<i>New connections</i>		
b	<i>No current</i>		
c	<i>Wrong billing</i>		
d	<i>Meter reading</i>		
e	<i>Replacement of defective meters</i>		
f	Replacement of damaged transformers		
	Overall promptness of grievance redressal	(Calculated)	(Calculated)

The relative importance of the metric to the consumer, and the consumer's level of satisfaction for the metric can be used to calculate a weighted consumer satisfaction index for each customer.