

Request for Proposal (RFP)

Appointment of Consultancy Firm (on Retainer Basis)

to

Jaipur Vidyut Vitran Nigam Limited (JVVNL)

Ajmer Vidyut Vitran Nigam Limited (AVVNL)

Jodhpur Vidyut Vitran Nigam Limited (JdVVNL)

for

Providing Assistance in Regulatory Compliance, Revenue Requirement Filing, Other Regulatory Works and Various Operations and Functions Related to Distribution Utilities in Rajasthan

NIT No. TN-03/2019

Dated: 30.05.2019



Issued By: Superintending Engineer (Regulations)

Jaipur Vidyut Vitran Nigam Limited (JVVNL)

Room No. 149, 1st Floor, Old Power House

Near Ram Mandir, Bani Park

Jaipur (Rajasthan) – 302016

Phone: 0141 – 2209533 | E-mail: sera@jvvn.org

DISCLAIMER


- a) Jaipur Vidyut Vitran Nigam Limited (JVVNL), Ajmer Vidyut Vitran Nigam Limited (AVVNL) and Jodhpur Vidyut Vitran Nigam Limited (JdVVNL) are statutory bodies constituted in year 2000 from the erstwhile Rajasthan State Electricity Board and have been engaged in distribution of electricity in the State of Rajasthan hereinafter collectively referred to as the “Discoms” or “Distribution Companies” or “Distribution Utilities”.
- b) JVVNL, on behalf of the three Distribution Companies of the state, intend to engage well-established, reputed and experienced consultancy firm to assist JVVNL, AVVNL and JdVVNL on retainer basis for a period of 3 years.
- c) This RFP document is not confidential & non-transferable.
- d) Although adequate care has been taken while preparing the RFP document, however, the Bidders shall satisfy themselves that document is complete in all respects. If noticed, Bidders shall intimate any discrepancy in the RFP document to office of the undersigned within 5 days from the date of issuance of the RFP document. If no intimation is received from the Bidders within the stipulated period, it shall be assumed that the RFP document is complete in all respects and fulfils the expectations of the Bidders.
- e) JVVNL may modify, amend or supplement any aspect of this RFP document, including selection process and evaluation criteria, if deemed necessary by it or the same is required under Law. Further, JVVNL or its authorized officers reserve the right, without prior notice, to change the selection procedure and the delivery of information at any time before submission of bids without assigning any reasons thereof. However, such change shall be posted on JVVNL’s and other relevant website i.e. <http://energy.rajasthan.gov.in/jvvn1> and Rajasthan e-Procurement website i.e. <http://eproc.rajasthan.gov.in>
- f) Nothing in the RFP should be relied on, as a promise or representation as to the future.
- g) JVVNL, its officers, employees and consultants have made best efforts to provide as accurate and reliable information as possible. However, before submitting their bids, the Bidders are expected to independently assess, verify and validate the information/data provided in the RFP.
- h) JVVNL, its officers, employees and consultants have no responsibility for authenticity of the information/data hence shall not be held liable for any possible omission, misrepresentation, mistake or error in the information/data provided in the RFP and consequences thereof.
- i) JVVNL reserves the right to annul the bid process and/or reject any or all of the Bids submitted in response to this RFP document at any stage without assigning any reasons whatsoever. In such cases JVVNL will refund the Bid Security and cannot be subjected to any liability whatsoever due to such rejection/cancelation.

INVITATION FOR BIDS

- a) Jaipur Vidyut Vitran Nigam Limited (JVVNL), herein also referred to as “Purchaser”, on behalf of all three Distribution Companies of Rajasthan viz. Jaipur Vidyut Vitran Nigam Limited (JVVNL), Ajmer Vidyut Vitran Nigam Limited (AVVNL) and Jodhpur Vidyut Vitran Nigam Limited (JdVVNL) collectively referred to as “Distribution Companies” or “Distribution Utilities”, invites proposals from reputed, competent and professional consultancy firms, who meet the minimum eligibility criteria as specified in this bidding document for “Appointment of Consultancy Firm on Retainer Basis for Providing Assistance in Regulatory Compliance, Revenue Requirement Filing, Other Regulatory Works and Various Operations and Functions Related to Distribution Utilities in Rajasthan” for a period of 3 years as detailed in the Chapter titled "Scope of Work" of this RFP document.
- b) The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in> for downloading.
- c) Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- d) 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.
- e) A two part three envelope / cover selection procedure shall be adopted.
- f) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, Demand Drafts (DD) for Tender Fees, e-Tender Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.
- g) Discoms 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.
- h) Bidders are also advised to refer “Bidders Manual Kit” available at e-Proc website for further details about the e-tendering process.
- i) Please note that a pre-bid meeting of prospective bidders is scheduled as per the details specified in NIT below. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ Bidding document.

- j) No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder.
- k) Discoms 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.
- l) The provisions of RTPP Act 2012 / Rules 2013 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this RFP with the RTPP Act 2012 / Rules 2013 and Rules thereto, the later shall prevail.

NOTICE INVITING TENDERS (NIT)

 Jaipur Vidyut Vitran Nigam Limited Office of the Superintending Engineer (Regulation) 149, 1 st Floor, Old Power House, Near Ram Mandir, Bani Park, Jaipur-302016 e-mail: sera@jvvn.org Website: http://energy.rajasthan.gov.in/jvvn	
E-procurement Tender Notice – e-tenders are invited for Appointment of Consultancy Firm on Retainer Basis for Providing Assistance in Regulatory Compliance, Revenue Requirement Filing, Other Regulatory Works and Various Operations and Functions Related to Distribution Utilities in Rajasthan for a period of three (3) years. Details of the Tender are given below:	
RFP Document Availability (Start/End Date)	Document can be downloaded from: http://eproc.rajasthan.gov.in , http://energy.rajasthan.gov.in/jvvn and https://sppp.rajasthan.gov.in
	Start Date: 10-June-2019
	End Date: 08-July-2019
Date, Time and Place of Pre-Bid Conference	Date: 14-June-2019 Time: 11:00 AM Venue: Room 115, Vidyut Bhawan, Janpath, Jaipur - 302005
Manner, Last Date: Time for Submission of Bids (Bid Due Date)	Manner: Online at e-Procurement website http://eproc.rajasthan.gov.in
	Last Date: 08-July-2019 Time: 05:00 PM
Submission of Original Bid Security, Tender Document Fee, RISL Processing Fee	Date: 08-July-2019 Time: 05:00 PM Venue: Office of Senior AO (JPDC) Old Power House, Near Ram Mandir Bani Park
Date, Time and Venue of Technical Bid Opening	Date: 09-July-2019 Time: 3:00 PM Venue: Office of the Superintending Engineer (Regulation) , JVVNL, Jaipur
Date, Time and Venue of Financial Bid Opening	Shall be intimated to the Technically Qualified Bidders at appropriate time.
Bid Security	Rs.20 Lakhs (Rupees Twenty Lakh Only) by the crossed Demand Draft/Bankers cheque/Bank Guarantee in favor of "Senior Accounts Officer (JPDC), JVVNL" payable at Jaipur.
Tender Document Fee	Rs 2950/- (inclusive of 18% GST i.e. Rs. 450/-) by the crossed Demand Draft in favor of "Senior Accounts Officer (JPDC), JVVNL" payable at Jaipur.
RISL Processing Fees	Rs 1180/- (inclusive of 18% GST i.e. Rs. 180/-) by the crossed Demand Draft in favor of "Managing Director, RISL" payable at Jaipur.
Note:	

1. All eligible interested bidders are required to be registered on e-Procurement website <http://eproc.rajasthan.gov.in/nicgep/app>
2. JVVNL shall not be responsible for non-submission of Bids due to internet/website related problems.

Superintending Engineer (Regulation) , JVVNL

ABBREVIATIONS & DEFINITIONS

Agreement	The Agreement to be signed between the successful bidder and JVVNL
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) owning more than 50% 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/ auditing/advisory agency/company/vendor, or a sole bidder responding to Invitation for Bids / Request for Proposal / Notice Inviting Tender and which is participating in the Bid
Bidding Consortium	“ Bidding Consortium ” shall refer to every Consortium Member individually and collectively.
Bidding /Tender Documents	“ Bidding / Tender Documents ” refers to this RFP.
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 JVVNL, 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, 1956/2013;

Completion	“ Completion ” means the fulfilment of the Related Services by the Bidder in accordance with the terms and conditions set forth in the Contract
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.
Consulting Firm	“ Consulting Firm ” means Advisory/Auditing Firms
Contract	The “ Contract ” means a legally enforceable agreement entered into between the Discoms and the selected bidder with mutual obligations.
Contract Documents	“ Contract Documents ” means the documents listed in the Agreement, including any amendments thereto.
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 Consulting Firm as specified in the Contract, subject to such adjustments & additions thereto or deductions there from, 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
Deployment	“ Deployment ” means posting Bidder consultants in the premise of the purchaser for providing services as detailed in the Tender document as fulfil the contractual obligations as per the agreed contract
Discom	“ Discom ” means Jaipur Vidyut Vitran Nigam Limited (JVVNL), Ajmer Vidyut Vitran Nigam Limited (AVVNL) and Jodhpur Vidyut Vitran Nigam Limited (JdVVNL)
Experts	“ Experts ” means the domain experts/specialist proposed or made available for services as per the terms and conditions set forth in the Contract
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 JVVNL 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 Energy Auditing and other associated services.
Project Site	The “Project Site” , wherever applicable, means the designated place or places where the project implementation is to be carried out.
Purchaser	“Purchaser” means the entity purchasing the consultants, as specified in the bidding document.
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 and DF are jointly considered in this RFP document.
PSD	Performance Security Deposit
“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.
Related Services	“Related Services” means the services incidental to the deployment of Bidder’s consultants to carry out the obligations under the Contract
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”.
SOW	“Scope of Work” or “SOW” refers to the detailed responsibilities of the Consulting Firm and JVVNL vis-à-vis the Project, to be fully detailed in the Contract in conformity with the works / responsibilities identified in this document as “SOW”
Subcontractor	“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 Related Services is subcontracted by the Bidder
State Government	Government of Rajasthan
TC	Technical Committee
TIN	Tax Identification Number
VAT	Value Added Tax
WO/ PO	Work Order/ Purchase Order

TABLE OF CONTENTS

1. BACKGROUND INFORMATION	13
1.1. Background	13
1.2. Project Objectives	13
2. QUALIFICATION REQUIREMENT / ELIGIBILITY CRITERIA	15
3. SCOPE OF WORK	18
3.1. Duration of support	18
3.2. Nature of support.....	18
3.3. Task wise support.....	18
4. TEAM COMPOSITION & DEPLOYMENT	23
4.1. Team composition	23
4.2. Resource deployment	24
4.3. Resource replacement	24
4.4. Penalty related to resource deployment	26
5. BIDDING PROCESS	27
5.1. Sale of Tender/Bidding Document.....	27
5.2. Clarification and Amendment of Bidding Document	27
5.3. Submission and Opening of Bids	28
6. EVALUATION OF BIDS	38
6.1. Evaluation method.....	38
6.2. Method of evaluating Financial Bids	42
6.3. Overall evaluations.....	42
6.4. Guiding Principle for Evaluation of Bids.....	42
6.5. Determination of eligibility and responsiveness	43
6.6. Conflict of Interest	44
6.7. Disqualification	45
6.8. Evaluation of Financial Bids	45
6.9. Correction of Arithmetic Errors	46
6.10. Comparison of bids and determination of the best value bid	46
6.11. Confidentiality.....	46
6.12. Code of Integrity	47
6.14. Vexatious Appeals & Complaints	48

6.15. Offences by Firms/ Companies	49
6.16. Debarment from Bidding	49
6.17. Clarification of Bids	50
6.18. Negotiations	50
6.19. Tendering authority's right to accept/ reject any or all of the bids	51
7. Award of Contract	52
7.1. Acceptance of the Tender/ Bid and Notification of Award	52
7.2. Right to vary number of resources	52
7.3. Signing of Contract	53
7.4. Performance Security Deposit (PSD).....	53
7.5. Forfeiture of Performance Security Deposit	54
7.6. Release of Performance Security Deposit	54
7.7. Reservation of Rights	54
7.8. Monitoring of Contract.....	55
7.9. Re-invitation of Tenders/ Bids	55
8. Terms and Conditions of the Bid.....	57
8.1. General Conditions of the Bid.....	57
8.2. Terms of Payment	68
8.3. Special Conditions of the Bid.....	70
ANNEXURE-I: Eligibility Criteria References.....	73
ANNEXURE-II: TECHNICAL PROPOSAL – STANDARD FORMS	77
SCHEDULE-A: SELF DECLARATION – NO BLACK LISTING.....	78
SCHEDULE-B: BIDDER'S AUTHORIZATION CERTIFICATE.....	79
SCHEDULE-C: TECHNICAL PROPOSAL SUBMISSION FORM.....	80
SCHEDULE-D: DOCUMENTS REGARDING PRE-QUALIFICATION DETAILS OF THE BIDDER.....	82
SCHEDULE-E: TEAM COMPOSITION & FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL.....	84
SCHEDULE-F: CONFIRMATION OF “NO DEVIATION” IN TECHNICAL COMMERCIAL TERMS AND CONDITIONS OF THIS TENDER	87
SCHEDULE-G: APPROACH & METHODOLOGY	88
SCHEDULE-H: WORK PLAN.....	89

ANNEXURE- III- Financial Proposal Standard Form	90
SCHEDULE-I: FINANCIAL PROPOSAL SUBMISSION FORM	91
SCHEDULE-J: PRICE SCHEDULE	93
ANNEXURE-IV: BID SECURITY / PERFORMANCE BANK GUARANTEE FORMAT ...	94
ANNEXURE-V: FORMAT FOR SUBMITTING QUERIES BY THE BIDDER	97

1. BACKGROUND INFORMATION

1.1. Background

1.1.1. Jaipur Vitran Nigam Limited (JVVNL), Ajmer Vidyut Vitran Nigam Limited (AVVNL) and Jodhpur Vidyut Vitran Nigam Limited (JdVVNL) are public utility companies under the Department of Energy, Govt. of Rajasthan and are holders of the distribution and retail supply business licenses in the State of Rajasthan (jointly called as “Distribution Companies” or “Distribution Utilities” or “Discoms”). The three Distribution Companies came in to existence on 19th July 2000 pursuant to the “Rajasthan Power Sector Reforms Transfer Scheme, 2000” and restructuring undertaken in the State under which the vertically integrated Electricity Board (Rajasthan State Electricity Board or RSEB) was unbundled and the power generation, transmission and distribution business was segregated to form 5 successor companies viz.

- Rajasthan Rajya Vidyut Utpadan Nigam Limited (RVUN) to manage the electricity generation business of erstwhile RSEB
- Rajasthan Rajya Vidyut Prasaran Nigam Limited (RVPN) to manage the electricity transmission and bulk supply business of erstwhile RSEB. In addition, RVPN owns Rajasthan’s capacity share in the shared power stations of BBMB, Chambal Complex and Satpura.
- Jaipur Vidyut Vitran Nigam Limited (JVVNL) to manage the electricity distribution and retail supply business of erstwhile RSEB in Alwar, Bharatpur, Jaipur City, Jaipur District, Dausa, Kota, Jhalawar, Sawaimadhopur, Bundi, Baran, Tonk, Karauli and Dholpur Circles.
- Ajmer Vidyut Vitran Nigam Limited (AVVNL) to manage the electricity distribution and retail supply business of erstwhile RSEB in Banswara, Udaipur, Chittorgarh, Bhilwara, Ajmer, Nagaur, Sikar and Jhunjhunu Circles
- Jodhpur Vidyut Vitran Nigam Limited (JDVVNL) to manage the electricity distribution and retail supply business of erstwhile RSEB in Sriganganagar, Hanumangarh, Churu, Bikaner, Barmer, Jodhpur City, Jodhpur District, and Pali Circles.

1.2. Project Objectives

- 1.2.1. The three regional distribution companies of Rajasthan together provide power across all 33 districts of Rajasthan and serve about 1.5 Crore consumers.
- 1.2.2. Energy is one of the key enablers for the country’s economic development. The energy sector in India has seen a transformational change with progressive policy-level changes and effective implementation of directives. These changes promise

enormous opportunities for various stakeholders and market players. However, deep thinking on various aspects of policy and regulatory interventions and their long-term implications will help in taking informed decisions and contribute in developing the sector.

- 1.2.3. The Indian power sector has come a long way since the laying down of the basic framework in 1910 right up to the Electricity Act of 2003, which brought about necessary changes to an evolving sector. The Act introduced and brought provision on open access, power trading, regional/national electricity market, independent system operator, delicensing of generation, performance based regulation, anti-theft etc.
- 1.2.4. In the recent past, policymakers have initiated multiple steps towards improving the power sector output and benefit consumers. These include the proposed amendment to the Electricity Act and National Tariff Policy, commitment of round-the-clock power supply, IPDS, DDUGJY, UDAY, Saubhagaya, KUSSUM, aggressive renewable energy generation targets, plans to integrate electric vehicles (EVs), etc. Proposed provisions and interventions will modify the energy sourcing mix, bring efficiency and competition in the sector, enhance clean energy generation, increase power supply to households, strengthen the grid, generate business and employment opportunities, etc. This will influence electricity tariffs, operations of utility and environmental conditions, and increase accountability of stakeholders.
- 1.2.5. To cope up with the changes in the regulatory environment, JVVNL, on behalf of the three Distribution Companies of the state, intend to engage well-established, reputed and experienced consultancy firm to assist JVVNL, AVVNL and JdVVNL on retainer basis for a period of 3 years.
- 1.2.6. The present consultancy assignment envisages support to the three Discoms in Rajasthan in these new emerging regulatory areas and accordingly assistance in various operations and functions related to Distribution Utilities apart from providing assistance in responding to routine regulatory matters like Annual Revenue Requirement and tariff petitions.
- 1.2.7. Considering the aforementioned objective, this assignment is of extreme importance. Thus, Discoms intend to select the bidder that possesses the requisite skills, work force and professionalism through this RFP on QCBS basis.

2. QUALIFICATION REQUIREMENT / ELIGIBILITY CRITERIA

2.1. The details of qualification requirements including General requirements, Technical requirements and financial requirements is provided in the table below. The bidders are required to furnish the required supporting documents along with the Technical Bid.

S. No.	Eligibility Criteria	Required Documents
1.	The bidder must be a company, registered under the Companies Act, 1956/2013 or a partnership firm registered under partnership act.	Self-attested copy of the Certificate of Incorporation / Registration Certificate / Certificate of Commencement of Business
2.	The Bidder should have valid Goods and Service Tax Identification Number (GSTIN)	GSTIN Registration Certificate
3.	The Bidder should have valid PAN Number	Copy of PAN Card
4.	The bidder should be having unblemished record and must not be blacklisted or declared ineligible for corrupt & fraudulent practices by any state/ central government/ PSU/ financial institutions / multilateral funding agencies / IDA & should not be blacklisted or declared ineligible for reasons other than corrupt & fraudulent practices by any state/ central government/ PSU/ financial institutions / multilateral funding agencies / IDA on the date of bid submission	The bidder should provide an undertaking (self-certificate) that the bidder is not presently blacklisted for fraudulent or corrupt practices as per the format provided in SCHEDULE-A: SELF DECLARATION – NO BLACK LISTING
5.	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 letterhead in attached format as per SCHEDULE-B: BIDDER'S AUTHORIZATION CERTIFICATE
6.	The Bidder should have a minimum annual turnover of INR 100 crores during	Copy of annual Audited balance sheets and profit and loss

S. No.	Eligibility Criteria	Required Documents
	each of the last (3) three financial years (i.e. FY 2015-16, FY 2016-17 & FY 2017-18) from consulting/ advisory business	statements for the last three financial years (i.e. FY 2015-16, FY 2016-17 & FY 2017-18) along with CA Certificate indicating turnover during the last three financial years from consulting/advisory business
7.	The Bidder should have positive net worth in each of the last (3) three financial years (i.e. FY 2015-16, FY 2016-17 & FY 2017-18)	CA Certificate indicating net worth of the company during the last three financial years (i.e. FY 2015-16, FY 2016-17 & FY 2017-18)
8.	The company should have at least 100 full time employees in their consulting division/business unit on the payroll of the company.	Undertaking to be provided by the authorized signatory stating that more than 100 full time employees exist on company's pay roll in their consulting division/ business unit
9.	The bidder should have experience of over 10 years of providing consultancy services in Indian power sector.	Copy of work order and work completion certificates mentioning the nature of work, the period during which the work was done for at least one contract awarded prior to April 2009. In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted.
10.	The bidder must be well acquainted with the working of Discoms and Electricity Regulatory Commissions, present regulatory framework of power sector and must have Experience of executing at least two (2) jobs of preparation of true-up petition / Performance review petition / ARR / multi-year petition and Tariff proposal for Distribution Companies /	Supporting documents like Work Order / Letter of Award (LoA) / Contract agreement / Completion Certificate for each assignment mentioning the nature of work, the period during which the work was undertaken

S. No.	Eligibility Criteria	Required Documents
	State Electricity Boards / Electricity departments for the Power Distribution business, in India in the last 10 years (Work must have not completed before 1 st April 2014). Each such engagement should have been of at least Rs. 20 Lacs (excluding Service Tax/GST).	In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted.
11.	<p>The bidder must have experience of successfully completing engagement of assisting at-least one (1) power Distribution Utilities / State Electricity Boards / Electricity Department in the area of Power Distribution on retainership basis for a continuous period of 12 months (1 year) in the last ten years. (Work must have not completed before 1st April 2014). Each such engagement should have been of at least Rs. 50 Lacs (excluding Service Tax/GST).</p> <p><i>Note: Retainer experience means the contract or work order issued by utility/ department on Retainership basis having pre-defined contract period with availability of on-site presence of staff on continuous basis. The works which are purely milestone/ deliverable based such as ARR, Reforms, Restructuring etc. will not qualify under Retainership.</i></p>	<p>Supporting documents like Work Order / Letter of Award (LoA) / Contract agreement / Completion Certificate for each assignment mentioning the nature of work, the period during which the work was undertaken.</p> <p>In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted</p>
12.	Joint venture, consortium, or association are not allowed to bid.	Undertaking by the authorized signatory that the Bidder is bidding in its individual capacity without the support of any JV/Consortium.

2.2. The bidder must submit all necessary documentary evidence to reveal that the bidder meets all of the above qualifying requirements.

3. SCOPE OF WORK

3.1. Duration of support

- 3.1.1. The support is required for a period of three years from effective date, which can be further extended for a period of two years with mutual consent.
- 3.1.2. In case the Distribution Companies decide to extend the contract beyond three years, the same rates, terms and conditions, mutually agreed, will be admissible for each extension.

3.2. Nature of support

- 3.2.1. The task wise support required from the Consultant is provided in the subsequent sections.
- 3.2.2. The Consultant shall also be required to suggest/devise/standardize the formats for critical information flow related to the tasks.
- 3.2.3. The Consultant is expected to suggest new ideas/best practices being adopted by other organisations along with comparison and impact envisaged by implementing those ideas and practices. The ideas/processes/practices, which are considered useful and suitable for the Distribution Companies, will be implemented. The Consultant should also suggest the changes vis-à-vis benefit and timelines to the management for taking considered view.
- 3.2.4. The capacity building of the Distribution Companies is expected to be one of the focus areas and thus should be taken as continuous activity during the engagement period.
- 3.2.5. The Consultant will be required to work in tandem with other agencies (if present) so that the processes can be streamlined and seamlessly translated in software tools/solutions (if required) to get maximum benefit out of change.

3.3. Task wise support

S. No.	Activities to be performed by the Consultant
A.	<i>Assistance in ARR/Tariff Filing and Regulatory Compliances</i>
A.1.	Preparation of data collection formats & assistance in data collection, data analysis, data validation for accuracy, preparation of ARR & Tariff petition, True-up petition, Investment Plan and providing support in approval process of ARR, Tariff, Investment Plan and True-up petitions for Discoms
A.2.	Assistance in filing of Investment Plan, True-up, ARR and Tariff petitions for the three Distribution Companies

S. No.	Activities to be performed by the Consultant
A.3.	Attendance of Public Hearings for related matters and preparation of responses and replies to the objections/suggestions of the objectors and queries of RERC during the Public Hearings
A.4.	Detailed analysis of the tariff orders issued by RERC and CERC from time to time
A.5.	Analysis and development of quarterly fuel surcharge and power purchase cost adjustment and filing of appropriate petitions with the RERC on behalf of Discoms
A.6.	To prepare wheeling charges, cross subsidy surcharge and additional surcharge and filing appropriate petitions for the same on behalf of Discoms
A.7.	Preparing and filing pooled cost of power purchase for all the three Discoms
A.8.	Preparation of miscellaneous petitions on various matters such as ToD tariff, Open Access, Amendment in regulations, etc. for all three Distribution Companies as per need
A.9.	Review and benchmarking of existing regulations and providing suggestions for changes
A.10.	Preparing responses/gathering and organizing information for SERC, CERC, Tribunal, MoP, State Government, Central Government, etc.
A.11.	Defending or presenting Discoms' views in reference to the petitions filed by other companies like RVUN, RVPN, other conventional and non-conventional generators, associations, individuals, etc. with the Regulators
A.12.	Impact assessment of various orders of regulatory commissions/CERC/Appellant Tribunal, amendments in Electricity Act 2003 & National Tariff Policy 2016 on business environment of distribution companies
A.13.	Capacity building of Discoms' staff on regulatory developments across the nation and international experience
B.	<i>Financial Management Support</i>
B.1.	Preparation/assessment of present financial health of utilities and undertaking causal analysis for the poor financial position. Analyzing revenue vis-à-vis cost of operation and suggesting improvement areas at various levels for reduction in operational costs and enhancing revenue
B.2.	Power purchase cost optimization by analyzing the demand supply gap and impact of costly power tie-ups done in the past. Accordingly suggesting need and strategy for additional power tie-ups, sourcing strategy, identify PPAs to evaluate for exit, etc.
B.3.	Designing and preparation of turnaround strategy for Discoms and designing the mechanism for implementation of approved strategy

S. No.	Activities to be performed by the Consultant
B.4.	Preparation of projections of balance sheet, P&L statements, cash flow statements for all three Discoms (based on the latest finalized accounts, projected capex plans, their estimated source of funding, proposed performance improvement plan of Discoms and projected changes in generation and transmission ¹) and update the same on regular basis
B.5.	Analysing the existing loan portfolio and suggesting options for optimizing cash flows through loan restructuring, refinancing, bill discounting, credit limits or other suitable methods
B.6.	Developing financing plan for new investments – in terms of loan tenure, term of loan, interest rate, etc.
B.7.	Support in other measures for raising finance such as bond issues
B.8.	Providing assistance in cash flow monitoring, preparation of financial targets at circle level, monitoring performance against the set targets, identification of gaps and suggesting the mitigation measures
B.9.	Support in presenting the case to state government, finance department, lenders, etc. for various issues as required along with calculations and supporting documents and presentations.
B.10.	Support in preparation of documents for any state or central government scheme for financial improvement of the Discoms.
C.	<i>Demand Side Management</i>
C.1.	Evaluating various state and central schemes for DSM such as implementation of solar pumps, solarisation of existing agriculture pumps, distribution of LEDs, net-metering, etc.
C.2.	Suggesting mechanism/framework for finalization and implantation of such schemes
C.3.	Preparation of required DPRs for implementation of such schemes ²
C.4.	Preparation of applications to avail such schemes
C.5.	Suggesting other effective measures to improve Demand Side Management
D.	<i>Public Private Partnership (Discoms)</i> ³
D.1.	Regular framing of policies for PPP model based on learnings / experiences of other utilities in India and international experience
D.2.	Devising new model of partnerships including rural franchisees, micro grids, revenue sharing model for improving rural collection efficiencies, management operated model, MBC, JV, BOOT, etc.

¹ The inputs required from RVUN and RVPN for preparing such projections shall be facilitated by the Discoms

² The scope does not include bid process management (if required) for selection of implementation agencies

³ The scope is only limited to identification of prospective areas to be awarded for distribution franchisees/other PPP modes. Bid process management for the same is not included in the scope of work.

S. No.	Activities to be performed by the Consultant
D.3.	Identification and evaluation of new areas to be awarded as Distribution Franchisees and carry out the value for money analysis for the same
E.	<i>Review of Power Purchase Agreements</i>
E.1.	Regular review of existing PPAs (including solar, wind and PPAs from independent power producers), for identifying risks/opportunities for optimizing power purchase costs and evaluate provisions to exit (if required) from the identified PPAs
E.2.	Developing a template for checking bills raised by generating stations in line with the PPA
E.3.	Analysis of generator bills on sample basis for monitoring operational efficiency, coal intake, GCV of coal PLF, appropriate enforcement of tariff escalation clause, change in law issues, quality and logistics adopted by the generating stations and any other compliance required as per the provisions of PPAs
E.4.	Review of orders passed on as per the provisions of generation tariffs to ensure that only prudent costs are passed on to the Discoms
E.5.	Submit detailed reports stating the view of the Consultant on the submitted capital cost/additional capex requirement of generators
E.6.	Filing of review petitions/appeals/counter/re-joinder against the capital cost petitions, tariff and true-up petitions of generators and orders issued by appropriate commission of all generators supplying power to Discoms which have an impact over the Discoms' power purchase cost
E.7.	Filing of miscellaneous petitions before appropriate commission on any issue arising out of implementation of any PPA or filing petition for removal of difficulty in case of any hardship
E.8.	Study of various Regulatory and Government orders in regard to any development impacting the power purchase cost and filing of appeals if required
E.9.	Assistance in any other administration of regulatory aspects of PPAs
F.	<i>Support to CMD/MD cell on day to day basis</i>
F.1.	Support in monitoring of implementation of various initiatives such as 24x7 plan, operational parameters under UDAY, Smart Grid implementation, etc.
F.2.	Assistance in formulating policies for Ease of Doing Business with respect to electricity services
F.3.	Business process review for better effectiveness and transparency based on best practices in other utilities of power sector
F.4.	Identification of processes, people initiatives, rewards/recognition schemes, technologies and facilities required to implement new systems

S. No.	Activities to be performed by the Consultant
F.5.	Strategy for enhancing HT Consumer revenues, sharing best practices for metering, billing and debt provisioning
F.6.	Strategies for enhancing revenues through Non-Tariff Income
F.7.	Identification and finalization of Circle level revenue performance indicators
F.8.	Devising a mechanism to rank the circles based on 6-8 defined indicators and publishing the ranks quarterly and annually
F.9.	Assistance in attending meetings along with Discom officials with the Ministry of Power / State Governments / other agencies such as REC, PFC, etc.
F.10.	Carrying out analysis, making recommendations as well as drafting documents/presentations as required
F.11.	Reporting to other agencies including the Govt., RERC, CEA, other agencies, etc. on behalf of Discoms
F.12.	Provide regular updates on national and international developments impacting the power sector
F.13.	Support in monitoring of KPIs

Note:

- i. The above description of scope of consultancy is purely indicative and not exhaustive
- ii. The Consultant's work will be monitored closely and a monthly Progress Report needs to be submitted to the Nodal Officer of JVVNL clearly detailing the day wise work done under various modules
- iii. The Consultant is required to submit specific deliverables as required during the consultancy. It would be the duty of the consultants to ensure timely preparation of replies / submissions / filings to be made to various authorities.
- iv. Consultant shall hold the meeting with Discoms' representatives generally on first day of every fortnight to discuss and finalize the deliverables of that particular period.
- v. The consultant should endeavor that all document are computerized and editable/reproducible.
- vi. The consultant shall ensure that any information, data, manuals and studies pertaining to assignment and collected from the Discoms, shall not be provided/ passed to any third party without proper consent/ approval of the Discoms.
- vii. The management reserves the right to get additional work done by the Consultant, relevant to the scope of work.

4. TEAM COMPOSITION & DEPLOYMENT

4.1. Team composition

4.1.1. In order to manage the aforementioned tasks, the Consultancy firm needs to set up a Project Management Unit (PMU) for the entire duration of the project. The PMU team will sit at the headquarters of respective Discom and will work closely with the nodal officer and senior leadership of Discoms to ensure smooth functioning of the individual personnel mentioned below:-

S. N.	Function	No. of Professionals ⁴	Place of Work
A.	Assistance in ARR/Tariff Filing and Regulatory Compliances	JVVNL – 2 Nos. AVVNL – 1 Nos. JdVVNL – 1 Nos.	Corporate Head Office of respective Discoms or any other office in the city of Corporate Head Office, as directed by the Discom
B.	Financial Management Support	JVVNL – 1 Nos. AVVNL – 1 Nos. JdVVNL – 1 Nos.	
C.	Demand Side Management	JVVNL – 1 Nos.	
D.	Public Private Partnership (Discoms)		
E.	Review of PPAs	JVVNL – 1 Nos.	
F.	Support to CMD/MD cell on day to day basis	JVVNL – 1 Nos. AVVNL – 1 Nos. JdVVNL – 1 Nos.	
	TOTAL	Total – 12 Nos.	

4.1.2. Only one resource per position should be proposed. In addition to the above, the proposed team shall consist of Project Director (common for all Discoms) for providing support and guidance to the on-site team.

4.1.3. The Project Director should be available on call, for discussion as and when required by the Discoms, but in any case he/she should be present on-site for one day in a month to interact with the Principal Secretary/Chairman/MDs. In case of exigencies, the Project Director may also be required to travel on-site for smooth execution of the assignment within a period of 72 hours of request by the Discoms.

⁴ While number of professionals have been indicated against specific functions, Discoms reserve the right to re-allocate the resources from one task to other task based on requirement/urgency.

4.2. Resource deployment

- 4.2.1. The team members specified against the designated roles have to be on the pay roll of the company at the time of bidding and during the entire tenure of the engagement. The above team shall be headed by a team leader. The team leader shall be nominated by the Consultant amongst the professionals posted at the Corporate Head Offices.
- 4.2.2. The team shall be available in the office(s) of the Discom on all working days. The deployed personnel/ resource has to follow the working hours, working days and holidays of Government of Rajasthan. However, resource has to be available on a holiday if so is required by the Discom. No extra payments will be made for working on extended hours/Saturdays/Sundays/ holidays to meet the committed/required time schedules. The onsite team shall be eligible for weekend offs (Saturdays and Sundays) and other national/ gazetted holidays. Besides, each onsite team member shall be entitled for 15 days of casual leaves annually.
- 4.2.3. The onsite team members will leave their respective headquarter on weekends/holidays only with prior intimation to the nodal officer.
- 4.2.4. Adequate office space shall be provided to the Consultant to carry out their duties in the Discom offices. Discom shall provide the sitting space, furniture, electricity, etc. to the Consultants during their stay in the Discom office at no cost basis, however, other logistic support like computers, laptops, internet connection, etc. shall have to be arranged by the Consultant.

4.3. Resource replacement

- 4.3.1. *Replacement after issuance of Work Order:*
 - i. In case the selected bidder brings to the notice that it won't be able to provide the originally proposed resource after receiving the Work Order and desires to replace the originally proposed resource with a new resource, the new resource (replacing resource) will be accepted only if he/she fulfills the minimum eligibility criteria as per RFP and scores at least the same marks as the resource being replaced.
 - ii. Replacement by a resource securing fewer marks than the resource being replaced shall be at the discretion of JVVNL. In case such a replacement is allowed, the quote of the selected bidder shall be reduced by an amount in the same proportion to the impact on the total technical score of the selected bidder due to such replacement.

Example:

Let us say that the total technical score of the selected bidder was 90 out of 100 and an amount of X per quarter was quoted by the selected bidder and

finalized after negotiations (if any). Further, let's assume that due to replacement of resource securing fewer marks than the originally proposed resource, the total technical score reduces to 88. Then an amount equivalent to $(90-88)/90 * X$ will be deducted from the payments of the selected bidder until the time an equivalent or better replacement is not provided.

- iii. The new resource with lesser score will be accepted as a replacement only for 3 months. In case if the selected bidder is not able to find a suitable resource that is at par or better than the original resource (at the time of bidding), then the contract may be terminated
- iv. If the selected bidder provides a resource at par the original resource proposed at the time of bidding within 3 months, then the original applicable payment terms will be used.

4.3.2. *Replacement after deployment:*

- i. The on-site resources once finalized are not to be replaced during the entire tenure of the contract. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the resource, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualification and relevant experience.
- ii. If the Discom finds that any of the Resource has committed serious misconduct or has been charged with having committed a criminal action, or has reasonable cause to be dissatisfied with the performance of any of the Resource, then the Consultant shall at the Discom's written request specifying the grounds therefore, forthwith provide as a replacement a resource with qualifications and experience acceptable to the Discom.
- iii. The new resource (replacing resource) will be accepted by the purchaser only if he fulfills the minimum eligibility criteria as per the RFP and scores at least the same marks as the resource being replaced.
- iv. Under no circumstances, except resignation of the selected resource, no more than two (2) replacement requests will be entertained in one year
- v. The outgoing resource would ensure complete knowledge transfer with the replaced resource.
- vi. Penalty in accordance with clause 4.4 shall be applicable if the consultant fails to replace the resource(s) within 15 days of the exit of the existing resource.

4.4. Penalty related to resource deployment

4.4.1. *Penalty for non-replacement of resource:* The following Penalty per resource shall be applicable if the Consultant fails to replace the resource(s) in accordance with Clause 4.3.1 within 15 days of the exit of the existing resource within below mentioned period starting from the date of Deployment.

- i. Within 1st quarter – INR 1,00,000 (Rupees One Lakh)
- ii. After 1st quarter – INR 25,000 (Rupees Twenty Five Thousand)

4.4.2. *Penalty for absence:*

- i. In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent.
- ii. Per-day payment will be calculated by dividing the agreed quarterly rate of the Consultant by the number of working days in that quarter and by total number of on-site resources (10 as per the RFP).

$$\text{Per day per resource payment} = \frac{\text{Agreed quarterly rate of Consultant}}{\text{No. of working days in that quarter} \times \text{Total no. of onsite resources}}$$

- iii. In addition, a penalty of INR 2,000 (Rupees Two Thousand) per working day per resource will be levied for such absence.
- iv. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.

4.4.3. Penalty in accordance with Clause 4.4.1 and Clause 4.4.2 would be deducted from the applicable payments.

4.4.4. The total penalty amount will be restricted to 10% of the overall project cost.

5. BIDDING PROCESS

5.1. Sale of Tender/Bidding Document

The sale of bidding document shall commence with the issue of NIT and shall be stopped as per the details specified in the NIT. The complete bidding document is also placed on the websites as specified in the NIT. The prospective bidders are permitted to download the bidding document from any of the specified websites but must pay the cost of tender processing fee & bid security while submitting the e-bid to the department.

5.2. Clarification and Amendment of Bidding Document

5.2.1. Clarifications to the Bid Document

- i. A prospective bidder requiring any clarification on the Tender documents may notify the Purchaser through email as specified in the NIT and should reach before the specified Date and Time of Pre-Bid meeting as per the information provided in NIT
- ii. Purchaser 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.
- iii. Purchaser would provide clarifications to those bidders whose representatives are present during the pre – bid meeting only. JVVNL would prepare and upload the corrigendum and final RFP based on modifications (if any) as specified in the NIT
- iv. JVVNL will not entertain or respond to bidders’ queries and clarifications received after the pre–bid meeting.

5.2.2. Pre-bid Meeting

- i. The bidder or its official representative (not more than two representatives per bidder) is invited to attend the pre-bid meeting as per the details specified in NIT. 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.
- ii. The prospective bidders are allowed to attend the pre-bid conference/ meeting and submit their pre-bid queries in the specified format and schedule.
- iii. 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.

- iv. 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
- v. The tendering authority 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.

5.2.3. Amendment of Bidding Document

- i. At any time prior to the deadline for submission of the Bids, the tendering authority may amend the Bidding document by issuing Corrigendum/ Addenda
- ii. Any Corrigendum/ Addendum issued shall be a part of the Bidding document and shall be communicated in writing to all, who have purchased the Bidding document.
- iii. To give prospective Bidders reasonable time in which to take a Corrigendum/Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.
- iv. Any change in date of submission and opening of bids would be published in appropriate manner including the website mentioned in the NIT.

5.3. Submission and Opening of Bids

5.3.1. Documents comprising the Bid

- i. A Two Part-Three envelope/ cover system shall be followed for the bid. They shall be submitted on <http://eproc.rajasthan.gov.in> in electronic format in the following manner. e-procurement system shall be followed for the Bid as per the RTPPA 2012 and RTPPR 2013
 - o **Cover-I:-** The cover One consist the following documents

S. N.	Document Type	Document Format
Fee Details		
1.	Tender Fee	Scanned copy of the receipt of tender fee
2.	Tender Processing Fee	Scanned copy of the receipt of Tender processing fee

S. N.	Document Type	Document Format
3.	Bid Security	Scanned copy of the receipt of banker's cheque / demand draft/Bank Guarantee/valid exemption certificate

- o **Cover-2:-**Technical bid consist the following documents (To be filled in pdf format)

S. N.	Document Type	Document Format
Pre-Qualification Documents		
1.	Eligibility Criteria References	As per format given in ANNEXURE-I: Eligibility Criteria References
2.	Self-declaration – no blacklisting	As per format given in SCHEDULE-A: SELF DECLARATION – NO BLACK LISTING
3.	Bidder's Authorization Certificate	As per format given in SCHEDULE-B: BIDDER'S AUTHORIZATION CERTIFICATE
4.	All the documents mentioned in the "Eligibility Criteria" in support of the eligibility	Requisite supporting documents meeting eligibility criteria as specified in Chapter 2
Technical Bid Documents		
5.	Technical Proposal Submission form	On Bidder's original letter head and as per format provided in SCHEDULE-C: TECHNICAL PROPOSAL SUBMISSION FORM, duly signed by authorized signatory
6.	Bidder's organization profile	Brief organization profile of the Bidder
7.	Firm's references to showcase relevant experience along with necessary proofs and credentials	As per SCHEDULE-D: DOCUMENTS REGARDING PRE-QUALIFICATION DETAILS OF THE BIDDER
8.	Details of Team composition,	As per SCHEDULE-E: TEAM COMPOSITION & FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL

S. N.	Document Type	Document Format
	qualification and experience	
9.	Signed and latest CVs of proposed consultants for each position mentioned in RFP in attached format	As per SCHEDULE-E: TEAM COMPOSITION & FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL
10.	Approach & Methodology	As per SCHEDULE-G: APPROACH & METHODOLOGY

- **Cover-3:** For Financial / Price Bid consist the details of prices as per **ANNEXURE- III-** Financial Proposal Standard Form in the MS Excel format (.xls format of price bid) published with NIT on eproc website
- ii. The bidder would ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in different format/contents may lead to the rejections of the bid proposal submitted by the bidder.

5.3.2. Bid Security

- i. Every bidder, if not exempted must furnish the bid security as specified in the NIT.
- ii. Government of Rajasthan and Union Government undertakings, corporations, companies; autonomous bodies managed or controlled by Government are not required to submit the bid security, but a bid security declaration shall necessarily accompany the technical bid. Receipt of bid security 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.
- iii. Bid Security for the amount of Rs.20,00,000/- (Rupees Twenty lakh only) shall be deposited in the form of Demand Draft/Bankers Cheque drawn on a Nationalised /Scheduled bank, in favour of “**Senior Accounts Officer (JPDC), JVVNL, Jaipur**” payable at Jaipur or bank guarantee in specified format of a scheduled bank which shall be confirmed from the concerned

issuing bank. The validity of the bid security would be of 180 days from the date of Technical bid opening

- iv. After submission of Bid on <http://eproc.rajasthan.gov.in> the Bidders shall submit Demand Draft for Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process. Non-submission of the above shall lead to non-acceptance of the Bid submitted/uploaded by the Bidder. Bids, which are not accompanied by the above document fee/ receipt, shall be rejected by JVVNL as non-responsive
- v. Bid Security of a bidder lying with the Discoms in respect of other bids awaiting decision will not be adjusted towards bid security for the fresh bids. The bid security money originally deposited may, however, would be taken into consideration in case bids are re-invited.
- vi. Refund of bid security: For unsuccessful Bidders, the Bid Security shall be refunded within 30 days of the signing of agreement with the selected Bidder and submitting performance security. In case of best/ successful bidder, the bid security shall be refundable after execution of contract agreement and furnishing of required Performance Security Deposit. Available bid security may also be adjusted in arriving at the amount of the Performance Security Deposit.
- vii. Forfeiture of bid security: The bid security taken from the bidder shall be forfeited in the following cases:-
 - a. If the Bidder modifies/ withdraws its proposal except as per the provisions specified in the RFP;
 - b. If the Bidder withdraws its proposal before the expiry of the validity period of the Proposal;
 - c. If the successful bidder fails to provide the security deposit and execute the agreement within the stipulated time or any extension thereof provided by JVVNL;
 - d. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
 - e. If the selected Bidder does not accept the Letter of Intent unconditionally within fifteen (15) days of issue of Letter of Intent or the period as extended by JVVNL
 - f. If the bidder breaches any provision of code of integrity prescribed for the bidders specified by JVVNL.
- viii. Any bid submitted without the bid security will be summarily rejected.

ix. No interest will be paid by JVVNL on the Bid Security.

5.3.3. **RISL & Tender Fees**

In terms of the RFP Document, a Bidder shall be required to submit, along with its Bid, Tender Fee of Rs. 2950/- (inclusive of 18% GST i.e. Rs. 450/-) by the crossed Demand Draft in favour of "**Senior Accounts Officer (JPDC), JVVNL**" payable at Jaipur. The Bidder shall also be required to submit, along with its Bid, a Processing fee of Rs. 1180/- (inclusive of 18% GST i.e. Rs. 180/-) by the crossed Demand Draft in favour of "Managing Director, RISL" payable at Jaipur for submission of online Bid at <http://eproc.rajasthan.gov.in> to RISL (the "RISL Processing Fee"). After submission of Bid on <http://eproc.rajasthan.gov.in> the Bidders shall submit Demand Draft for the same as per the date, time and venue mentioned in Schedule of Bidding Process. Non-submission of the above shall lead to non-acceptance of the Bid submitted/uploaded by the Bidder. Bids, which are not accompanied by the above document fee/ receipt, shall be rejected by JVVNL as non-responsive

5.3.4. **Cost of Bidding**

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

5.3.5. **Language of Bids**

The Bid prepared & submitted by the Bidder and all subsequent correspondence and documents related to the bid and as submitted by the bidder, shall be written only in English language. Also, any printed literature furnished by the Bidder written in other language (other than English/ Hindi) must be accompanied by an English/ Hindi translation in which case, for purposes of interpretation of the bid, the appropriate translation by the Purchaser shall govern

5.3.6. **Alternative Bids**

Alternative bids shall not be considered at all.

5.3.7. **Bid Prices**

- i. All the prices would be quoted only in Indian Rupees (INR) currency.
- ii. 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 initialed with date.
- iii. Service tax applicable would be shown separately in the Format for Price Quotation only.

- iv. The prices and discounts quoted by the Bidder in the Price Schedule/ Commercial/Financial Bid shall conform to the requirements specified therein.
- v. All consultants' service categories in the Financial Bid must be listed and priced separately. 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.
- vi. The price to be quoted in the Bid Submission Sheet shall be the total price of the bid including any discounts offered.
- vii. 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.
- viii. 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. However, all expenses with respect to travelling and lodging of the consultants for official purposes outside of their base location in Jaipur, Ajmer or Jodhpur, as the case may be, to carry out any activity shall be reimbursable by the Purchaser at par entitlement of Class I employees to Project Manager and for other service category as class II employees of the Discoms..
- ix. Unless otherwise indicated in the bid document, prices quoted shall correspond to 100% of the services to be provided.

5.3.8. Period of Validity of bids

- i. Bids shall remain valid for 90 days from the date of bid submission as prescribed by Tendering Authority. A Bid valid for a shorter period shall be rejected and treated as non-responsive.
- ii. In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

5.3.9. Format and Signing of Bid

- i. 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.

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

5.3.10. Deadline for the submission of Bids

- i. Bids must be submitted on the website <http://eproc.rajasthan.gov.in> no later than the date and time indicated in the NIT.
- ii. Normally, the date of submission and opening of bids would not be extended. However, in exceptional circumstances or when the bidding document is required to be substantially modified as a result of discussions in pre-bid conference and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by the Discoms and due publicity to such change in date of opening of bids would be given. In such cases, it would be ensured that after issue of corrigendum, reasonable time is available to the bidders to prepare and submit their bids. Any change in date of submission and opening of bids would also be placed on the respective website immediately. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.
- iii. The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

5.3.11. Withdrawal, Substitution, and Modification of Bids

- i. A Bidder may withdraw its bid or re-submit its bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at eProc website under the section “Bidder’s Manual Kit”, but not after bid submission end date and time.
- ii. Bids withdrawn shall not be opened and processed further.

5.3.12. Bid Opening

- i. The Bid Opening Committee will perform the bid opening, which is a critical event in the bidding process.
- ii. The tendering authority shall conduct the bid opening at the address, date and time specified in the NIT.
- iii. All the bids received up to the specified time and date in response to all the bid inquiries shall be opened by the members of the Bid Opening Committee at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present. Alternatively, the bidders may also view the bid opening status/ process online at eProc website.
- iv. All the documents comprising of technical bid/ cover shall be opened & downloaded from the eproc website (only for the bidders who have submitted the prescribed fee(s) to the Discoms).
- v. 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 proof of the processing fee, tender fee, bid security and any other details as the Bid Opening Committee may consider appropriate.
- vi. The Bid Opening Committee 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 bid security. The bidder's representatives who are present shall be required to sign the attendance sheet.
- vii. The Bid Evaluation Committee, shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of qualification/ eligibility criteria of the bidding document.
- viii. 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.
- ix. 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
 - b. Limits in any substantial way, inconsistent with the bidding documents, JVVNL's rights or the bidder's obligations under the proposed contract; or
 - c. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- x. Non-material Non-conformities in Bids
- a. The Competent Procurement Committee of JVVNL 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.
 - b. The tendering authority 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.
- xi. The Competent Procurement Committee of JVVNL may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under clause 5.3.12.x(b). To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component. The adjustment shall be made using the method indicated in pre-qualification and Evaluation Criteria of this bidding document.
- xii. 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.
- xiii. Bid Evaluation Committee 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.
- xiv. The Bid Evaluation committee shall refer the evaluation report to the competent Procurement Committee of JVVNL, which reserves the right to reject any proposal which is nonresponsive and no request for alteration,

modification, substitution or withdrawal shall be entertained by JVVNL in respect of such Proposals

- xv. 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.

6. EVALUATION OF BIDS

6.1. Evaluation method

- 6.1.1. The evaluation of the tenders shall be carried out on the basis of Technical Proposals for those bids that meet the Qualification Requirement / Eligibility Criteria as set out in Section 2 of the RFP.
- 6.1.2. For the selection of qualified and competent Consultant for the defined Scope of Work, the Discoms shall constitute a Selection Committee.
- 6.1.3. The Selection Committee shall score the technical bids as per the evaluation criteria specified below

S. N.	Description	Marks
1	Firm Credentials	45 marks
A	<p>Consultant's Indian experience for the assignment in regulatory and tariff related matters</p> <p>Experience of completed / ongoing projects valued at INR 20 Lacs or more in assisting Distribution Utilities/ Electricity Departments/ State Electricity Boards/ SERCs/ JERC in India for filing/processing of tariff petitions and ARR for power distribution business in the last 10 years (i.e. FY 2009-10 to FY 2018-19)</p> <p>Min 2 projects - 3 marks 3 projects – 6 marks 4 projects – 9 marks 5 projects – 12 marks 6 projects – 15 marks 7 projects or more – 20 marks</p>	20 marks
B	<p>Consultant's Indian experience of retainer based engagements</p> <p>Experience of completed / ongoing projects valued at INR 50 Lacs or more in assisting Distribution Utilities/ Electricity Departments/ State Electricity Boards in India on retainership⁵ basis for a minimum period of one year in the last 10 years (i.e. FY 2009-10 to FY 2018-19)</p> <p>Min 2 projects - 3 marks 3 projects – 6 marks 4 projects – 9 marks 5 projects – 12 marks 6 projects or more – 15 marks</p>	15 marks

⁵ Retainership experience means the contract or work order issued by utility/ department on Retainership basis and has pre-defined contract period and on-site presence of resources on continuous basis, for a minimum period of 12 months. Assignments related to preparation of DPRs/execution/PM under erstwhile RGGVY/ RAPDRP/ IPDS/ DDUGJY schemes shall not be considered.

S. N.	Description	Marks
C	<p>Consultant's experience of working with the Rajasthan Discoms</p> <p>Experience of completed / ongoing projects valued at INR 20 Lacs or more in assisting Distribution Utilities of Rajasthan in the last 5 years (FY 2014-15 to FY 2018-19)</p> <p>Min 2 projects - 2 marks 3 projects – 4 marks 4 projects or more – 5 marks</p> <p>AND</p> <p>Continuous on-site presence and association with Rajasthan Discoms in the last 5 years – 5 marks</p>	10 marks
< Relevant Citations/ Work Orders/ LoA/ Completion certificates/ Ongoing certificates to be attached > ⁶		
2	Team Deployment⁷	35 marks
A	<p>Project Director (Common for the three Discoms)</p> <p><i>Professional Qualification:</i> B.Tech/B.E with MBA/ PGDM/ PGDBM/ PGDBA > 20 years of experience of working in power distribution sector</p>	NIL ⁸
B	<p>Regulatory resource responsible for interacting with RERC (1 at JVVNL)</p> <p><i>Professional Qualification:</i> B.Tech/B.E with MBA/ PGDM/ PGDBM/ PGDBA <i>Experience of working with power distribution utilities:</i> Min 5 years – 2 marks 6 years – 3 marks 7 years or more – 4 marks</p>	4 marks
C	<p>Regulatory resource (1 at JVVNL 1 at AVVNL 1 at JdVVNL)</p> <p><i>Professional Qualification:</i> B.Tech/B.E with MBA/ PGDM/ PGDBM/ PGDBA</p>	9 marks

⁶ In case of ongoing assignments: Certificate issued by the respective Central/State/Private utility stating the quantum of work completed and the tenure to complete such work along with the satisfactory performance report for the completed tenure from the utility / Undertaking by authorized signatory stating the quantum of work completed and the tenure to complete such work (s).

⁷ No proportionate marking shall be done for partial years of prescribed experience. Only completed years of experience will be considered.

⁸ No score but project director must be nominated having the required qualification

S. N.	Description	Marks
	<p><i>Experience of working with power distribution utilities per resource:</i> Min 3 years – 1 marks 2 years – 2 marks 3 years or more – 3 marks</p>	
D	<p>Financial Management Resource (1 at JVVNL 1 at AVVNL 1 at JdVVNL)</p> <p><i>Professional Qualification:</i> CA or B.Tech/B.E (with MBA/ PGDM/ PGDBM/ PGDBA in finance)</p> <p><i>Experience of working in areas of financial management:</i> Min 5 years – 1 marks 6 years – 2 marks 7 years or more – 3 marks</p>	9 marks
E	<p>Resource for Demand side management & PPP (1 at JVVNL)</p> <p><i>Professional Qualification:</i> B.Tech/B.E with MBA/ PGDM/ PGDBM/ PGDBA</p> <p><i>Experience of working in relevant areas:</i> Min 3 years – 1 marks 4 years – 1.5 marks 5 years or more – 2 marks</p>	2 marks
F	<p>Resource for review of PPAs (1 at JVVNL)</p> <p><i>Professional Qualification:</i> CA or B.Tech/B.E with MBA/ PGDM/ PGDBM/ PGDBA in finance</p> <p><i>Experience of working in relevant areas:</i> Min 3 years – 1 marks 4 years – 1.5 marks 5 years or more – 2 marks</p>	2 marks
G	<p>Resource for CMD/MD cell (1 at JVVNL 1 at AVVNL 1 at JdVVNL)</p> <p><i>Professional Qualification:</i> CA or B.Tech/B.E with MBA/ PGDM/ PGDBM/ PGDBA</p> <p><i>Experience of working with power distribution utilities per resource:</i></p>	9 marks

S. N.	Description	Marks
	Min 3 years – 1 marks 4 years – 2 marks 5 years or more – 3 marks	
<i>< Signed latest CVs of each resource to be attached ></i>		
3	Approach and Methodology for execution of the project	20 marks
A	Approach and Methodology (A&M) provided as part of the Technical Bid will be evaluated on the basis of understanding of the state specific context, issues faced by the Discoms, work plan, project monitoring framework, etc.	20 marks
	TOTAL	100 marks

- 6.1.4. The method of Quality cum Cost Based Selection (QCBS) will be used to evaluate the bidders.
- 6.1.5. The Selection Committee will thoroughly evaluate the CVs of the proposed consultants to judge the competency and quality of the proposed consultants.
- 6.1.6. The Selection Committee may additionally seek copies of original documents of the Consultants to validate their claims on Education Qualifications, Experience and Certifications to establish the quality and competency of the consultant.
- 6.1.7. For technical scoring, the following method would be used:
- i. The Selection Committee will provide marks to each of the listed Firm's credentials and CVs as per the parameters given in the evaluation criteria specified.
 - ii. All consultants scoring marks equal to or above 70 marks in Technical score will be shortlisted for the final scoring based on QCBS
- 6.1.8. After evaluating the Technical Bids, JVVNL shall notify the technically qualified bidders, the date, time and place for opening of the Financial Bids.
- 6.1.9. 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).

6.2. Method of evaluating Financial Bids

- 6.2.1. Scores of the Financial evaluation 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).

6.3. Overall evaluations

- 6.3.1. 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 the considered basis for selection.
- 6.3.2. The weight assigned for technical score is 0.85 and for financial score is 0.15.
- 6.3.3. The overall score for each bidder will be calculated using the formula below:

$$Bn = 0.85 \times Tn + 0.15 \times Fn$$

Where,

Bn= Overall score of the bidder in consideration

Tn = Normalized technical score of the bidder in consideration
= (Tb/ Tmax)*100

Tb = Technical Marks of the bidder in consideration

Tmax = maximum marks obtained by any bidder

Fn = Normalized financial score of the bidder in consideration= (Fmin/Fb) * 100

Fb is Evaluated Cost of bidder under consideration

Fmin is Minimum evaluated cost of any bidder

- 6.3.4. The bidder with highest total score shall be ranked first and would be considered for selection.
- 6.3.5. The tendering authority/ selection committee, in observance of best practices, shall:
- i. Maintain the bid evaluation process strictly confidential as per the details below.
 - ii. Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
 - iii. Strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.

6.4. Guiding Principle for Evaluation of Bids

- 6.4.1. The tendering authority shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.

- 6.4.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications and proposed solution submitted by the bidder.

6.5. Determination of eligibility and responsiveness

- 6.5.1. A bidder shall be considered to be eligible if it meets the eligibility criteria mentioned in the RFP.
- 6.5.2. A responsive bid would be the one that meets the requirements of the bidding document without material deviation, reservation, or omission where:
- i. "Deviation" is a departure from the requirements specified in the bidding document;
 - ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 6.5.3. A material deviation, reservation, or omission is one that,
- i. if accepted, would:
 - o affect in any substantial way the scope, quality, or performance of the Consultant and Related Services specified in the bidding document; or
 - o limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights or the bidder's obligations under the proposed Contract; or
 - ii. if rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.
- 6.5.4. The tendering authority shall examine the technical bid including the pre-qualification documents.
- 6.5.5. Provided that a bid is substantially responsive,
- i. The competent Procurement Committee may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
 - ii. The Tendering Authority may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid.

Failure of the bidder to comply with the request may result in the rejection of its bid.

- iii. The competent Procurement Committee shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in pre-qualification and Evaluation Criteria of this bidding document.

6.5.6. 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 6.6, and shall be informed in writing about the date, time and place of opening of their financial bids.

6.5.7. The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be returned unopened and bid security refunded after completion of the bid process i.e. award of the contract to the successful bidder(s).

6.6. Conflict of Interest

6.6.1. The Discoms considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of Discoms' procurement ethics, the bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, the Discoms will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all bidders found to have a conflict of interest shall be disqualified.

6.6.2. Conflict of interest will be determined in accordance with clause 81 of the Rajasthan Transparency in Public Procurement Rules (RTPPP) 2013.

6.6.3. Further, it may be considered to be in a conflict of interest with one or more parties in the bidding process if

- i. they have controlling shareholders in common; or
- ii. it receives or have received any direct or indirect subsidy from any of them; or
- iii. they have the same legal representative for purposes of the Bid; or
- iv. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process.

6.7. Disqualification

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

- 6.7.1. Has not submitted the bid in accordance with the bidding document.
- 6.7.2. Does not meet the minimum eligibility criteria as mentioned in the bidding document.
- 6.7.3. During validity of the bid or its extended period, if any, increases his quoted prices.
- 6.7.4. Has imposed conditions in his bid.
- 6.7.5. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 6.7.6. Has submitted the bid after due date and time.
- 6.7.7. Has offered lesser number of resources than that is required for a service category.
- 6.7.8. 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.
- 6.7.9. Has submitted bid which is not accompanied by required documentation and bid security.
- 6.7.10. Has failed to provide clarifications related thereto, when sought.
- 6.7.11. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the bid security.
- 6.7.12. Who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.

6.8. Evaluation of Financial Bids

- 6.8.1. 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 Bid Opening Committee in the presence of the bidders or their representatives who choose to be present.
- 6.8.2. The process of opening, marking and signing on the envelopes and offers of financial bids shall be similar to that of technical bids.
- 6.8.3. 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.
- 6.8.4. To evaluate a bid, the tendering authority shall consider the following: -
 - i. the bid price as quoted in accordance with bidding document.

- ii. price adjustment for correction of arithmetic errors in accordance with bidding document.
- 6.8.5. The tendering authority's evaluation of a bid will exclude and not take into account:
- i. any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.
- 6.8.6. 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.

6.9. Correction of Arithmetic Errors

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

- 6.9.1. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity (months, number of consultants, etc), the unit price shall prevail and the total price shall be corrected, unless in the opinion of the tendering authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- 6.9.2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 6.9.3. 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 6.9.1 and 6.9.2 above.

6.10. Comparison of bids and determination of the best value bid

The tendering authority shall compare responsive bids of all eligible bidders to determine the best value bid, in accordance with the evaluation criteria given in this RFP.

6.11. Confidentiality

- 6.11.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
- 6.11.2. Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.

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

6.12. Code of Integrity

- 6.12.1. All the officers or employees of the procuring entity shall:

- i. maintain an unimpeachable standard of integrity both inside and outside their office
- ii. act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions
- iii. not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large
- iv. not intentionally use unnecessarily restrictive or “tailored” specifications, terms of reference or statements of work that can discourage competition
- v. not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from the procuring entity
- vi. not have a financial interest in any bidder(s) responding to a procuring entity’s bidding process and any person having financial interest in any bidder shall not participate in that procurement process
- vii. not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorised to receive such information
- viii. treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process
- ix. provide all bidders identical information at the same time, during the bidding process;
- x. apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process
- xi. not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders
- xii. protect the interests of the procuring entity under all circumstances while dealing with information and information sources
- xiii. maintain confidentiality of all bids

- xiv. ensure that the selection of bidder is as per the bidding documents and is not influenced by personal reasons attributable to concerned officials in any manner
- xv. disclose conflict of interest, if any.

6.12.2. Any person participating in procurement process shall:

- i. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process
- ii. not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation
- iii. not indulge in any collusion, bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process
- iv. not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process
- v. not indulge in 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 procurement process;
- vi. not obstruct any investigation or audit of a procurement process
- vii. disclose conflict of interest, if any; and
- viii. disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

6.13. Breach of code of integrity by the bidder

Without prejudice to the provisions of Chapter IV of the RTPP Act 2013, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46 of the RTPP Act 2013.

6.14. Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012 / Rules 2013”, 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.

6.15. Offences by Firms/ Companies

6.15.1. Where an offence under “The Rajasthan Transparency Public Procurement Act 2012 / Rules 2013” 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:

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.

6.15.2. 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.

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.

6.15.3. 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.

6.16. Debarment from Bidding

6.16.1. A bidder shall be debarred by the Discoms 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.

- 6.16.2. A bidder debarred under sub-clause (i) above shall not be eligible to participate in a bidding process of any of the three Discoms for a period not exceeding three years commencing from the date on which he was debarred.
- 6.16.3. If the Discoms find 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.
- 6.16.4. 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 Purchaser in respect of any bidding process or contract, the bidder may be debarred from participating in any bidding process undertaken by the Discoms for a period not exceeding three years.
- 6.16.5. The Discoms shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard

6.17. Clarification of Bids

- 6.17.1. 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 in writing.
- 6.17.2. 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.
- 6.17.3. 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.
- 6.17.4. 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.
- 6.17.5. All communications generated under this rule shall be included in the record of the procurement proceedings.

6.18. Negotiations

- 6.18.1. As 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.
- 6.18.2. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances-

- i. when ring prices have been quoted by the bidders for the subject matter of procurement; or
 - ii. when the rates quoted vary considerably and considered much higher than the prevailing market rates.
- 6.18.3. The competent procurement committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 6.18.4. The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and email (if available). A minimum time of seven (7) days shall be given for calling negotiations. In case of urgency the competent procurement 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.
- 6.18.5. Negotiations shall not make the original offer made by the bidder inoperative. The competent procurement 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.
- 6.18.6. In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the competent procurement 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 should be used in exceptional cases only.
- 6.18.7. In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

6.19. Tendering authority's right to accept/ reject any or all of the bids

The tendering authority reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the bidders.

7. Award of Contract

7.1. Acceptance of the Tender/ Bid and Notification of Award

- 7.1.1. Prior to the expiration of the period of bid validity, the tendering authority shall notify the successful bidder, in writing, that its bid has been accepted.
- 7.1.2. The tendering authority shall award the Contract to the bidder whose offer has been determined to be 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.
- 7.1.3. The tender sanctioning goods after due consideration of bids, their conditions, financial implications, if any, shall take decision regarding acceptance or rejection of the bid.
- 7.1.4. Decision on bids shall be taken within original validity period of offers which shall be kept 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.
- 7.1.5. As soon as a bid is accepted by the tendering authority, its written intimation would be sent to the concerned bidder. If the issuance of formal Work Order is likely to take time, a 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 30 days from the date of issue of acceptance.
- 7.1.6. The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder.
- 7.1.7. The bidders whose bids could not be accepted shall also be informed and asked to collect their bid security 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.

7.2. Right to vary number of resources

- 7.2.1. At the time the Contract is awarded, the number of people originally specified in the bidding document may be increased or decreased, provided this change does not exceed the limits/ ceilings of minimum and maximum quantity as specified in clause 7.2.2 below.

- 7.2.2. Unless otherwise specified in the bidding document, if the order is placed up to 30% in excess of the number of people required, the bidder shall be bound to provide the additional required resources.
- 7.2.3. Additional payment for such resources will be calculated by dividing the agreed quarterly rate of the Consultant by the total number of on-site resources (10 as per the RFP).

$$\begin{aligned} & \textit{Per resource cost for one quarter} \\ & = \frac{\textit{Agreed quarterly rate of Consultant}}{\textit{Total no. of onsite resources}} \end{aligned}$$

- 7.2.4. Similarly if the Discoms wish to reduce the number of people originally specified in the bidding document, it may do so to the extent of 30%. The price will be reduced in the same manner as provided above.
- 7.2.5. Repeat orders may also be placed with the consent of the selected Consultant(s) in accordance with clause 3.1.

7.3. Signing of Contract

- 7.3.1. A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- 7.3.2. The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- 7.3.3. If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the Act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.
- 7.3.4. The bidder shall be asked to execute the agreement on a non-judicial stamp of value worth 0.25% of the contract value subject to a maximum of INR 25,000 at its cost.

7.4. Performance Security Deposit (PSD)

- 7.4.1. Within thirty (30) days of the receipt of notification of award from the tendering authority, the successful Bidder shall furnish the Performance Security Deposit (PSD) in accordance with the provisions of clause 8.1.16 as mentioned in this bidding document.

- 7.4.2. Failure of the successful bidder to submit the aforementioned PSD and execution of the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation/termination) of the award and forfeiture of the bid security. In that event, the tendering authority may award the Contract to the next best bidder whose offer is substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.

7.5. Forfeiture of Performance Security Deposit

Security amount in full or part may be forfeited in the following cases:

- 7.5.1. When the terms and conditions of contract is breached / infringed
- 7.5.2. If the Bidder fails to carry out the work satisfactorily
- 7.5.3. When contract is being terminated due to non-performance by the Successful Bidder
- 7.5.4. Notice of reasonable time will be given in case of forfeiture of performance security deposit. The decision of the Purchase Officer in this regard shall be final

7.6. Release of Performance Security Deposit

The security/ performance Security deposited at the time of signing of the contract will be returned back after six months as per clause 8.1.16.v from successful completion of the contract/ project period. The PSD shall remain initially valid for a period of three year + 6 months grace period which will be extended further till execution period of contract if any.

7.7. Reservation of Rights

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

- 7.7.1. Extend the closing date for submission of the bid proposals.
- 7.7.2. Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.
- 7.7.3. Seek information from or negotiate with one or more of the bidders on any issue at any time and to continue to negotiate with one or more of the bidders.
- 7.7.4. Discontinue negotiations at any time with any bidder.
- 7.7.5. Allow a bidder to change its Technical proposal if the same opportunity is given to all bidders.
- 7.7.6. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bid has been invited or distribute items of stores to more than one bidder.

- 7.7.7. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
- 7.7.8. Seek the advice of external consultants to assist the Discoms in the evaluation or review of proposals.
- 7.7.9. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
- 7.7.10. Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.

7.8. Monitoring of Contract

- 7.8.1. An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by tendering authority to monitor the progress of the contract during its execution.
- 7.8.2. During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that the bidder has provided consultants in proportion to the total delivery period in which the consultants are to be provided. The CMC will also inspect the performance of the consultant(s) deployed by the selected bidder.
- 7.8.3. If delay in providing the desired quality of people is observed, a performance notice would be given to the selected bidder to speed up the deployment process.
- 7.8.4. Any Change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- 7.8.5. 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 tendering authority 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.
- 7.8.6. The selected Consultant shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of tendering authority except the one with whom the Bidder has partnered for the purpose of execution of the project.

7.9. Re-invitation of Tenders/ Bids

- 7.9.1. Re-invitation of bids would generally be avoided by the tendering authority.

- 7.9.2. However, in case, higher prices than prevalent market rates have been received in the bidding process or considerable changes in qualification/requirements, terms and conditions are required to be made as a result of discussion in pre-bid conference or otherwise, re-invitation of bids shall be done.

8. Terms and Conditions of the Bid

Note: All the conditions mentioned in this Section shall be used during the evaluation of the bids and later, when the work is awarded to a firm.

8.1. General Conditions of the Bid

8.1.1. Income Tax, Service Tax Registration and Clearance Certificate

Any Bidder who does not hold a valid PAN from Income Tax department and who does not have a valid Goods and Service Identification Number (GSTIN) is not eligible for the Contract. The GSTIN to be quoted in the Technical Proposal without which the bid is liable for rejection.

8.1.2. Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

8.1.3. Interpretation

- i. If the context so requires it, singular means plural and vice versa.
- ii. Commercial Terms: The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by commercial terms. All the terms shall be governed by the rules prescribed in the current edition of commercial terms, published by the Indian Chamber of Commerce at the date of the Invitation for Bids or as specified in the bidding document.
- iii. Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- iv. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- v. Non-waiver: Subject to the condition vi below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- vi. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party

granting such waiver, and must specify the right and the extent to which it is being waived.

- vii. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

8.1.4. **Language**

- i. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and the Purchaser, shall be written in English language only or as specified in the special conditions of the contract. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- ii. The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

8.1.5. **Joint Venture, Consortium or Association**

Joint venture, consortium, or association are not allowed to bid in this Tender

8.1.6. **Notices**

- i. Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing”, means communicated in written form with proof of receipt.
- ii. A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

8.1.7. **Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

8.1.8. **Scope of Supply**

- i. Subject to the provisions in the bidding document and contract, the selected bidder should perform services as specified in the bidding document.
- ii. Unless otherwise stipulated in the Contract, the scope of award shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery

and completion services as if such items were expressly mentioned in the Contract.

8.1.9. Bidder's Responsibilities

- i. The Bidder shall provide the service and manpower in accordance with the provisions of bidding document and/ or contract;
- ii. The bidder is expected to carry out the assignment with due diligence and in accordance with prevailing standards of the profession;
- iii. Details of past experience in similar areas in power distribution sector in India shall be furnished by the bidder along with copies of client certificates/ completion certificates/contracts handled/awarded by Govt. owned /Electricity Boards etc. so as to assess the capability of consultants.;
- iv. The Bidder shall deploy the requisite resources and infrastructure within 30 days of placing the work order by the Discoms. Beyond thirty days, LD would be imposed as per the clause 8.1.18 below and may even terminate the contract as per clause 8.1.23.
- v. The responsibilities of the Consultant deployed at the premise of the Discoms, as described in Chapter-3, would also be considered as the responsibilities of the Consultant. Hence, it is the prerogative of the Consultant to constantly monitor and mentor the conduct of its employees deployed as part of this engagement.

8.1.10. Responsibilities of the Man Power of Selected Consultant

- i. The deployed resources of the Bidder will maintain office decorum. They will be courteous, polite and cooperative.
- ii. The deployed resources will adhere to the office timings of the Purchaser and follow all rules, regulations and policies as decided by the Discoms.
- iii. The deployed resources/consultants will be responsible for any damage to equipment, property and third party liabilities caused by their acts in the premise of the Discoms. They will use all equipment only for the purpose of carrying out their legitimate business of the Discoms and will not put to any other use. For any damages, the extent of damage as decided by the Discoms will be final.
- iv. The Consultant will need to possess multi-dimensional capability to adequately meet the requirement of the contract/ award.
- v. The Consultant & its designated resources will need to be able to work efficiently with senior management and officers of Discoms.

- vi. The Consultant will bring proven knowledge and experience of handling project monitoring and efficiency improvement assignments.
- vii. The Consultant and its designated resources shall bring their own laptops and data card for carrying out their activities.

8.1.11. Purchaser's Responsibilities

- i. The Purchaser shall perform all its responsibilities in accordance with the general conditions of the contract.
- ii. The Purchaser may conduct a thorough background verification and character verification of the consultant as per the policies of the Discoms.
- iii. The Purchaser shall provide office space to the consultants for carrying out their activities as per the scope of work.
- iv. The Purchaser shall provide all requisite details as per the timelines agreed upon while award of work or subsequently.

8.1.12. Period of the Contract

The Contract/ Project Period shall commence from the date of deployment i.e. 30 days from the issue of work order/ award and up to 3 Years on terms and conditions of the Contract/ award, and which is extendable, on the same terms & conditions, for a period of two years. However, this extension will be at sole discretion of the Discoms.

8.1.13. Contract Price

- i. The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- ii. Prices charged by the Consultant for the services under the Contract shall not vary from the prices awarded to them.

8.1.14. Recoveries from Selected Consultant

- i. Recovery of liquidated damages and penalties shall be made from bills and/or the first available opportunity.
- ii. The Purchase Officer shall withhold amount to the extent of non-deployment of resources or non-performance of services until all the contractual service agreements are met satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with the Company.
- iii. The balance, if any, shall be demanded from the Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

8.1.15. Taxes

- i. The income tax shall be deducted at source from the payment to the Consultant as per the law in force at the time of execution of contract.
- ii. If any tax exemptions, reductions, allowances or privileges may be available to the Consultant in India, the Purchaser shall use its best efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.

8.1.16. Performance Security Deposit (PSD)

- i. In case of successful Bidder, the Bid Security Money will be adjusted in arriving at the amount of the Performance Security Deposit.
- ii. The Consultant shall, within thirty (30) 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
- iii. The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss resulting from the Consultant failure to complete its obligations under the Contract.
- iv. 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 Twenty Lacs the rest of amount against PSD may be deposited in the form of Bank Guarantee.
- v. 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.
- vi. Forfeiture of Performance Security deposit: Performance Security deposit shall be forfeited in the following cases: -
 - o When any terms and condition of the contract is breached.
 - o When the Bidder fails to commence, fails to fulfill the services obligations after partially executing the work order.
 - o To adjust any dues against the firm from any other contract with the Discoms.
- vii. No interest will be paid by the Discoms on the amount of bid security money and performance security deposit.
- viii. Proper notice will be given to the Bidder with reasonable time before bid security money/performance security deposit is forfeited.

- ix. Forfeiture of bid security money / performance security deposit shall be without prejudice to any other right of the 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.

8.1.17. Confidential Information

- i. The Purchaser 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 Purchaser 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 Purchaser 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:
 - o the Purchaser or Bidder need to share with the Discoms or other institutions participating in the Contract;
 - o now or hereafter enters the public domain through no fault of that party;
 - o 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
 - o 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.

8.1.18. Extension in Delivery Period and Liquidated Damages (LD)

- i. Except as provided under clause “Force Majeure”, if the Bidder fails to deploy the requisite manpower and providing of requisite services within the period specified in the Contract, the Purchaser 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 the conditions of the Contract Price, for each week or part thereof of delay, until actual deployment of the manpower and providing of requisite services, up to a maximum deduction of the percentage specified in the bidding document / or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.

- ii. The time specified for services in the bid document shall be deemed to be the essence of the contract and the successful Bidder shall arrange manpower for deployment within the specified period.
- iii. The selected bidder shall request in writing to CMC giving reasons for extending the deployment period of manpower and providing requisite services if he finds himself unable to arrange requirement of award within the stipulated delivery period. This request shall be submitted as soon as a hindrance occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of deployment schedule after which such request shall not be entertained.
- iv. The CMC shall examine the justification of causes of hindrance in the execution of award and the period of delay occurred due to that and recommends the competent authority on the period of extension which would be granted with or without liquidated damages.
- v. Normally, extension in deployment of manpower in following circumstances may be considered without liquidated damages:
 - o When delay has occurred due to occurrence of some unfortunate event to any of the selected manpower
 - o When delay has occurred due to resignation of the selected manpower or accident or demise etc.
- vi. It shall be at the discretion of the concerned authority to accept or not to accept the selected Bidder after the expiry of the stipulated deployment period, if no formal extension in completion period has been applied and granted. The competent authority shall have right to cancel the contract with on the basis of contractual obligations not met.
- vii. In case of extension in the deployment of the manpower and services is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of quarterly amount payable to the service category which the Bidder has failed to deploy :

Condition	LD as % of amount of quarterly payment
Delay up to 1 week of deployment of the team size as per WO	2.5 %
Delay exceeding 1 week but not exceeding 2 weeks	5.0 %
Delay exceeding 2 week not exceeding 3 weeks	7.5 %
Delay exceeding 3 weeks but not exceeding 4 weeks	10.0 %

Note:

- Fraction of a day in reckoning period of delay shall be eliminated if it is less than half a day
- The maximum amount of agreed liquidated damages shall be 10% of the quarterly amount of payment.
- If the Bidder requires an extension of time in completion of contractual obligation on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- Deployment period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the Bidder.

8.1.19. Limitation of Liability

Except in cases of gross negligence or willful 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 Bidder to pay liquidated damages to the Purchaser; and
- ii. the aggregate liability of the Bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed 10% (Ten Percent) of the Contract Price.

8.1.20. Change in Laws & Regulations

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 Rajasthan/ India, where the Site

is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Deployment Date and/ or the Contract Price, then such Deployment Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with clause “Contract Price”.

8.1.21. **Force Majeure**

- i. The Consultant shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, or termination for default if and to the extent that it is delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Consultant. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- iii. If a Force Majeure situation arises, the contractor shall promptly notify the department in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by the Discoms, the contractor shall continue to perform its obligations under the contract as far as reasonably practical.
- iv. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- v. In case a Force Majeure situation occurs with the Discoms, the Discoms may take the case with the contractor on similar lines.

8.1.22. **Change Orders and Contract Amendments**

- i. The Purchaser may at any time order the supplier/ selected Consultant through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract if this becomes necessary.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder’s performance of any provisions under the

Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery of Consultants and the Contract shall accordingly be amended. Any claims by the selected Consultant for adjustment under this clause must be asserted within thirty (30) days from the date of the selected Consultant receipt of the Purchaser's change order.

- iii. Prices to be charged by the selected Consultant for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected Consultant for similar services.

8.1.23. Termination

i. Termination for Default

- a. The tender sanctioning authority of the Discoms may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part: -
 - If the contractor has provided or replaced resources inferior to that which were selected at the time of bidding even after being provided sufficient time to fulfill its obligations.
 - If the contractor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - If the contractor, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - If the contractor commits breach of any condition of the contract.
- b. If the Discoms terminate the contract in whole or in part then amount of performance security deposit (PSD) and due payments, if any, will be forfeited.
- c. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

ii. Termination for Insolvency

The Discoms may at any time terminate the Contract by giving notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Discoms.

iii. **Termination for Convenience**

- a. Discoms, by notice sent to the Consultant, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. Depending on merits of the case, the Consultant may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

8.1.24. **Settlement of Disputes**

- i. **General:** If any dispute arises between the Consultant and Discoms 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.
- ii. **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
- iii. **Procedure for reference to the Standing Committee:** The Consultant 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 contractor shall prepare a reply of representation and shall represent the Discoms' stand before the standing committee. From the side of the contractor, 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 contractor and the Discoms. The standing committee, if it so decides, may refer the matter to the Board of Directors of JVVNL for further decision.

- iv. 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.

8.2. Terms of Payment

8.2.1. General Conditions

- i. The Consultant shall raise quarterly invoice for services rendered to the Discoms' Nodal Officer. The Consultant's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the related Consultancy services performed, and by the documents submitted pursuant to conditions of the contract and upon fulfillment of all the obligations stipulated in the awarded Contract. The Consultant shall furnish a copy of the monthly progress report along with the invoice, as mentioned in clause 8.2.2
- ii. Payments shall be made as per clause 8.2.2. However, any delay in payment will not entitle the contractor for any compensation or interest or form any ground for extension in delivery period without liquidated damages .
- iii. All services rendered by the Consultant will be verified, validated and approved as per clause 8.2.2.
- iv. The currency or currencies in which payments shall be made to the Consultant under this Contract shall be Indian Rupees (INR) only.
- v. All remittance charges will be borne by the selected bidder.
- vi. In case of disputes, 20 % of the amount shall be withheld and will be paid only after settlement of the dispute.

- vii. Payment schedule for the bid will be on quarterly basis after the computation and deduction of all applicable penalties for that quarter as intimated by the appropriate Nodal Officer
- viii. All expenses with respect to travelling and lodging of the man power deployed for official purpose outside of their base location of Jaipur, Ajmer or Jodhpur as the case may be, to carry out any activity shall be reimbursable by the Purchaser at per entitlement of Class I employee for project director and class II employee for other service category of JVVNL. The consultants shall have to furnish the proof of the expense along with the quarterly invoice submitted by the firm.

8.2.2. Invoicing & Payment

- i. The invoice shall be submitted by hand in 3 copies along with
 - a) Execution of contract agreement
 - b) Proof of Performance Bank Guarantee
 - c) Invoice
 - d) Cover note
- ii. The invoice shall also be accompanied by a copy of the monthly progress report detailing the day wise activities carried out during the quarter.
- iii. After fulfilment of each of the terms & conditions mentioned above, the bidder will raise bills of the payable amount for the previous quarter in the name of Superintending Engineer (Regulation), JVVNL, Jaipur and as the case may be, in triplicate marked Original to JVVNL officials and 1 copy to each Discom.
- iv. The bills received shall be verified by the designated committee, to be constituted after award of work, within seven (7) days and after verification shall be sent to Sr. AO (CPC), JVVNL, Jaipur for payment and booking expenditure against the respective Discoms. The verified bills shall also be shared with C.E. (RA & Comml), JdVVNL and C.E. (Comml./HQ), AVVNL.
- v. The payment shall be shared among the three Discoms equally. Within seven (7) days of sharing of verified bills, JdVVNL and AVVNL shall transfer their respective share of amount payable to the Consultancy Firm to Sr. AO (CPC), JVVNL. The full payment shall be released by JVVNL within 30 working days post verification of the invoice. In case of delay in payment no interest shall be payable by the Discoms.
- vi. The payment to the Consultant shall be released by Sr. AO (CPC), JVVNL, Jaipur through RTGS/NEFT mode.

8.3. Special Conditions of the Bid

8.3.1. Special Conditions of the Bid

- i. For purposes of this clause, the term “experts” means the domain experts/specialist proposed or made available for services consequent of the bidding process and as per the terms and conditions of the Contract; and “related services” includes those services which have been detailed in the Tender document issued by the Purchaser.
- ii. The resources proposed by the Bidder must fulfill all qualification and experience requirements as provided in the Tender Document by the Purchaser. Any deviation from the printed qualification and experience would be clearly mentioned in the offer document by the Bidder.
- iii. Bidder must propose consultants in accordance with above clause “Eligible Consultants and Related Services”.

8.3.2. Indemnification

- i. The Agency during the term of the Contract shall indemnify, defend and hold the Discom harmless against:
 - o 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.
 - o 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.
 - o Non-compliance with the laws, regulations, orders and directives by the Agency.
 - o Any penalty imposed on account of non-compliance as stated hereinabove.
 - o This indemnity shall survive 1 (one) years beyond the term of the Contract.
- ii. Discom shall indemnify, defend and hold the Consultant harmless against the acts of commission/omission in the Area under jurisdiction of Discom.
- iii. The indemnity Bond shall be furnished by the Consultant before commencement of the work and shall be valid till the completion of work.

8.3.3. Insurance

- i. The Consultant 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 Consultant alone. The Consultant's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

- ii. 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
- iii. The Consultant 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 Consultant. The Consultant 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

8.3.4. **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

8.3.5. **Sub-Contracting**

Sub-contracting is not allowed. The Consulting Firm found to sub-contract a part or entire work shall be liable for a breach under the Contract

8.3.6. **Provisions Relating to Staff**

- i. The Consulting Firm shall provide its own staff for providing all the services under the Contract. The Consulting Firm 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 Consulting Firm shall submit to the Discom, a certificate of conformance to all labour related statutory provisions every quarter along with the invoice.
- ii. The Consulting Firm does not have any obligation to accept any employee of Discom on deputation for this Project. However, upon written request from the Consulting Firm, the Discom shall, consider at its sole discretion, to depute such of its named staff requested by the Consulting Firm. All expenses of such employees with agreed deputation allowance will be borne by the Consulting Firm.
- iii. Other than as aforesaid, the Consulting Firm may not solicit Discom employees to join its services for the term of the Contract. The Discom may not solicit Consulting Firm employees to join its services for one year after the term has ended.
- iv. The Consulting Firm shall be responsible for the identification and control of Corrupt Practices by its employees in the delivery of the services.
- v. If the Consulting Firm 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 Consulting Firm's service conditions.
- vi. Where such Corrupt Practice by the employee has material financial implications and amounts to criminal conduct, the Consulting Firm is free to prosecute such employee for such criminal conduct.
- vii. Each case of corruption dealt with by the Consulting Firm shall be informed in writing to the Discom

ANNEXURE-I: Eligibility Criteria References

Sr. No	Qualification Requirements	Details of qualifying parameters	Reference (page no)
1	The Bidder must be a company registered under the Companies Act, 1956 or partnership firm registered under Partnership Act or a Proprietorship	Self-attested copy of the Certificate of Incorporation, Registration Certificate and Certificate of Commencement of Business	
2	The bidder should be registered with the Service Tax department and should have a valid Goods and Service Tax Identification Number (GSTIN) and PAN Card	Service Tax registration certificate, Income Tax Registration Certificate and Pan Card	
3	The bidder should be having unblemished record and must not be blacklisted or declared ineligible for corrupt & fraudulent practices by any state/ central government/ PSU/ financial institutions / multilateral funding agencies / IDA & should not be blacklisted or declared ineligible for reasons other than corrupt & fraudulent practices by any state/ central government/ PSU/ financial institutions / multilateral funding agencies / IDA on the date of bid submission	The bidder should provide an undertaking (self-certificate) that the bidder is not presently blacklisted for fraudulent or corrupt practices as per the format provided in SCHEDULE-A: SELF DECLARATION – NO BLACK LISTING	
4	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 letterhead in attached format as per SCHEDULE-B: BIDDER'S AUTHORIZATION CERTIFICATE.	

5	The Bidder should have a minimum annual turnover of INR 100 crores during each of the last (3) three financial years (i.e. FY 2015-16, FY 2016-17 & FY 2017-18) from consulting/ advisory business	<p>Annual Turnover-</p> <p>FY 2015-16 (in INR Lacs):</p> <p>FY 2016-17 (in INR Lacs):</p> <p>FY 2017-18 (in INR Lacs):</p> <p><i>* Copy of annual audited balance sheet and profit & loss statement for the financial year, along with CA certificate indicating turnover during last three financial years, i.e., financial year 2015-16 to 2017-2018 to be attached</i></p>	
6	The Bidder should have positive net worth in each of the last (3) three financial years (i.e. FY 2015-16, FY 2016-17 & FY 2017-18)	<p>Net Worth-</p> <p>FY 2015-16 (in INR Lacs):</p> <p>FY 2016-17 (in INR Lacs):</p> <p>FY 2017-18 (in INR Lacs):</p> <p><i>CA Certificate indicating net worth of the company during the last three financial years (i.e. FY 2015-16, FY 2016-17 & FY 2017-18) to be attached</i></p>	
7	The company should have at least 100 full time employees in consulting role on the payroll of the company.	Undertaking by the authorized signatory stating that more than 100 full time employees exist on company's pay roll in their	
8	The bidder should have experience of over 10 years of providing consultancy services in Indian power sector.	<p>As per the format prescribed in SCHEDULE-D</p> <p><i>Copy of work order and work completion certificates mentioning the nature of work, the period during which the work was done for at least one contract awarded prior to April 2009 to be attached</i></p>	

<p>9</p>	<p>The bidder must be well acquainted with the working of Discoms and Electricity Regulatory Commissions, present regulatory framework of power sector and must have experience of successfully completing at least two (2) jobs of preparation of true-up petition / Performance review petition / ARR / multi-year petition and Tariff proposal for Distribution Companies / State Electricity Boards / Electricity departments for the Power Distribution business, in India in the last 10 years (Work must have not completed before 1st April 2009). Each such engagement should have been of at least Rs. 20 Lacs (excluding Service Tax/GST).</p>	<p>As per the format prescribed in SCHEDULE-D</p> <p>Supporting documents like Work Order / Letter of Award (LoA) / Contract agreement / Completion Certificate for each assignment mentioning the nature of work, the period during which the work was undertaken to be attached</p>	
<p>10</p>	<p>The bidder must have experience of successfully completing engagement of assisting at-least one (1) power Distribution Utilities / State Electricity Boards / Electricity Department in the area of Power Distribution on retainership basis for a continuous period of 12 months (1 year) in the last ten years. (Work must have not completed before 1st April 2014). Each such engagement should have been of at least Rs. 50 Lacs (excluding Service Tax/GST).</p> <p><i>Note: Retainer experience means the contract or work order issued by utility/ department on Retainership basis having pre-defined contract period with availability of on-site presence of staff on continuous basis. The works which are purely milestone/ deliverable based such as ARR, Reforms, Restructuring etc. will not qualify under Retainership.</i></p>	<p>As per the format prescribed in SCHEDULE-D</p> <p><i>(Supporting documents like Work Order / Letter of Award (LoA) / Contract agreement / Completion Certificate for each assignment mentioning the nature of work, the period during which the work was undertaken</i></p> <p><i>In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted)</i></p>	

11	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.	
12	The bidder must not have been blacklisted by the Central or any State Government or any of their institutions.	The bidder should provide an undertaking (self-certificate) that the bidder hasn't been blacklisted by the Government or any of their institutions.	
13	Joint venture, consortium, or association are not allowed to bid.	Undertaking by the authorized signatory that the Bidder is bidding in its individual capacity without the support of any JV/Consortium	

Signature

In the capacity of:

Duly authorized to sign proposal for and on behalf of:

Seal of the Organization:

Date:

Place:

ANNEXURE-II: TECHNICAL PROPOSAL – STANDARD FORMS

SCHEDULE A: BIDDER’S AUTHORIZATION CERTIFICATE

SCHEDULE B: SELF DECLARATION – NO BLACK LISTING

SCHEDULE C: TECHNICAL PROPOSAL SUBMISSION FORM

**SCHEDULE D: DOCUMENTS REGARDING PRE-QUALIFICATION DETAILS OF THE
BIDDER**

**SCHEDULE E: TEAM COMPOSITION & CURRICULUM VITAE (CV) FOR PROPOSED
KEY PERSONNEL**

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

SCHEDULE-A: SELF DECLARATION – NO BLACK LISTING

To,

Superintending Engineer (Regulation),

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 by any State/Central Government/PSU on
the date of Bid Submission.

I / 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, 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:

SCHEDULE-B: BIDDER'S AUTHORIZATION CERTIFICATE

To,

Superintending Engineer (Regulation)

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 and 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:

SCHEDULE-C: TECHNICAL PROPOSAL SUBMISSION FORM

To,

Superintending Engineer (Regulation)

JVVNL,

[Reference No.]

Dear Sir,

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

1. I/We, the undersigned bidder, having read and 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:

SCHEDULE-D: DOCUMENTS REGARDING PRE-QUALIFICATION DETAILS OF THE BIDDER

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.

Experience of over 10 years of providing consultancy services in Indian power sector					
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	Completed / on-going
1					
2					
-					
Experience of successfully completing at least two (2) jobs of preparation of true-up petition / Performance review petition / ARR / multi-year petition and Tariff proposal for Distribution Companies / State Electricity Boards / Electricity departments for the Power Distribution business, in India in the last 10 years (Work must have not completed before 1 st April 2009). Each such engagement should have been of at least Rs. 20 Lacs (excluding Service Tax/GST).					
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	Completed / on-going
1					
2					
-					
Experience of successfully completing engagement of assisting at-least two power Distribution Utilities / State Electricity Boards / Electricity Department in the area of Power Distribution Regulatory Retainership for a continuous period of 12 months (1 year) in the last five years. (Work must have not completed before 1 st April 2014). Each such engagement should have been of at least Rs. 50 Lacs (excluding Service Tax/GST).					
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	Completed / on-going
1					
2					
-					

Signature:

In the capacity of:

Duly authorized to sign proposal for and on behalf of:

Seal of the organization:

Date

Place

SCHEDULE-E: TEAM COMPOSITION & FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL

Sl. No.	Name	Proposed Role	Qualification	Experience	Reference Page no of complete
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

Signature

In the capacity of:

Duly authorized to sign proposal for and on behalf of:

Seal of the Organization:

Date:

Place:

FORMAT OF CURRICULUM VITAE (CV)

Name of Staff:			
Proposed Position:			
Experience in proposed area:			
Designation:			
Nationality:			
Years of experience:			
Years with the firm:			
Key Qualifications			
Specific Experience			
Reference to assignments that best illustrates capability to handle the assigned tasks			
Name of assignment:			
Duration:			
Name of Client:			
Main project features:			
Position Held:			
Brief description of responsibilities handles:			
Education			
Institution/Location	Year of Qualification	Degree/Diploma	
Employment Record			
Firm	Period (From – to)	Designation/ Role	Location

Languages				
Languages	To Speak	To Read	To Write	To Understand

Certification:

I certify that the information given above is true to the best of my knowledge.

Date:

Signature of the Staff Member:

Full Name of the Staff Member:

(Signature of authorized person on behalf of the organization/ firm)

Full Name of authorized signatory:

SCHEDULE-F: CONFIRMATION OF “NO DEVIATION” IN TECHNICAL COMMERCIAL TERMS AND CONDITIONS OF THIS TENDER

Bidder's Name & Address _____

To

Superintending Engineer (Regulation)
Jaipur Vidyut Vitran Nigam Limited,
Old Power House,
Near Ram Mandir, Bani Park,
Jaipur, Rajasthan (302016)

Dear Sirs,

Sub: Confirmation for “No Deviation” in Technical / Commercial terms & conditions against TN 01/2019.

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

Signature

In the capacity of:

Duly authorized to sign proposal for and on behalf of:

Seal of the Organization:

Date:

Place:

SCHEDULE-G: APPROACH & METHODOLOGY

(to be filled by the bidder)

SCHEDULE-H: WORK PLAN

(to be filled by the bidder)

ANNEXURE- III- Financial Proposal Standard Form

SCHEDULE I: FINANCIAL PROPOSAL SUBMISSION FORM

SCHEDULE J: PRICE SCHEDULE

SCHEDULE-I: FINANCIAL PROPOSAL SUBMISSION FORM

To,

Superintending Engineer (Regulation),

JVVNL,

[Reference No.]

Dear Sir,

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

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 exclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties excluding GST which shall be paid extra, as per rates applicable and need not be included in the rate quoted.

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 90 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:

SCHEDULE-J: PRICE SCHEDULE

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

Tenders Inviting Authority: **Superintending Engineer (Regulation)**

Name of work: **Appointment of Consultancy Firm on Retainer Basis for Providing Assistance on Various Operations and Functions Related to Distribution Utilities in Rajasthan**

After careful and analytical study of the scope of work given in the RFP and considering all the terms & conditions prescribed in this bid, I/we are offering my / our prices for Providing Assistance on Various Operations and Functions Related to Distribution Utilities in Rajasthan		
PRICE SCHEDULE		
Bidders must note that:-		
<ol style="list-style-type: none"> 1. This BOQ template must not be modified/replaces and the same should be uploaded after filling the relevant columns. 2. Bidders are only allowed to enter bidders name & value of rates offered in INR (Rs) only 3. Except GST, all taxes & duties applicable if any shall also be payable by the bidder. 		
Professional Fee Per Quarter in INR (Exclusive of GST)	No. of Quarters	Total Professional Fee for the Assignment (Exclusive of GST)
	12	
Total		

ANNEXURE-IV: BID SECURITY / PERFORMANCE BANK GUARANTEE FORMAT

{On non-judicial stamp paper worth (0.25% of Bank Guarantee Value or Rs. 25000/- whichever is Lower) of Govt. of Rajasthan}

To,

Superintending Engineer (Regulation)

Jaipur Vidyut Vitran Nigam Limited (JVVNL)

Old Power House, Near Ram Mandir, Bani Park,

Jaipur (Rajasthan) – 302 016

Telephone: 0141- 2209533

Fax No.:

Ref: .(LOA No:_____ Dated _____)

Date:

Bank Guarantee No.....

This deed of Guarantee is made this day_____ of _____of the year_____ between the Superintending Engineer (REGULATION), Jaipur, Vidyut Vitran Nigam Limited, Old Power House, Near Ram Mandir, Bani Park, **Jaipur** (Rajasthan) – 302016 (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the one part and the _____.(Name of issuing Bank), having its head office Hereinafter called “The Bank” (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the other part

1. In accordance with the Agreement No. _____ between Jaipur Vidyut Vitaran Nigam Limited (hereinafter referred to as the “JVVNL”) for the work Providing Assistance on Various Operations and Functions Related to Distribution Utilities in Rajasthan, with M/s (Company Name) _____ address (hereinafter referred to as the “Consultant”), a Bank Guarantee for a sum of Rs _____ valid for a period of _____from , as required to be furnished by the Consultant, we the _____ (Name of the Bank) (hereinafter referred to as the “Bank”) do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by JVVNL, an amount not exceeding Rs. Only to JVVNL without any reservation.

The guarantee would remain valid up to 5.00 P.M. of _____. (date) and if any further extension to this is required, the same will be extended as and when required by JVVNL.

2. We, the _____ (name of the Bank) do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from JVVNL stating that the amount claimed is due by way of Loss or damage caused to or would be caused to or suffered by JVVNL by reason of any breach of any of the terms of conditions of the said Service Agreement by the Consultant. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our Liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We, the _____ (name of the Bank) undertake to pay to JVVNL any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding instituted/ pending before any court of tribunal relating thereto, our Liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our Liability for payment there under and the Consultant shall have no claim against us for making such payment.
4. We, the _____ (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of JVVNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till JVVNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ (Date 3 months after the expiry of Bank Guarantee) we shall be discharged from all Liability under this guarantee thereafter.
5. We, the _____. (name of the Bank) further agree with JVVNL that JVVNL shall have the fullest Liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Service Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any times or from time to time only of the powers exercisable by JVVNL against the Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our Liability by reason of any such variation, postponement or extension being granted to the said Consultant or for any forbearance act or omission on the part of JVVNL or any indulgence by JVVNL to the said Consultant or by any such matter or thing what-so-ever which under the Law relating to sureties would, but for this provision, have effect of so relieving us.

The decision of the Superintending Engineer (Regulation), JVVNL or any other officer exercising the power of the Superintending Engineer (Regulation), JVVNL shall be final in respect of this bank guarantee.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Consultant.
7. All disputes arising under the said guarantee, between the bank and JVVNL or between the Consultant and JVVNL pertaining to the guarantee, shall be subject to the jurisdiction of court, only at Jaipur in Rajasthan alone.

We, the _____ . (Name of the Bank) lastly undertake not to revoke this guarantee during its subsistence except with the previous consent of the Superintending Engineer (REGULATION), JVVNL in writing.

Dated, the _____ day of _____.

Witness:

1.

2. For _____.

(Indicate name of bank)

ANNEXURE-V: FORMAT FOR SUBMITTING QUERIES BY THE BIDDER

Sl. No.	Clause No.	Change Suggested	Rationale behind the suggested change
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Signature

In the capacity of:

Duly authorized to sign proposal for and on behalf of:

Seal of the Organization:

Date:

Place: