



**AJMER  
VIDYUT VITRAN  
NIGAM LTD**

**Office of the Superintending Engineer (TW)  
Vidyut Bhawan, Panchsheel Nagar, Makarwali Road, Ajmer  
Email ID:-setwipdsavvnl@gmail.com Ph. No. 0145-2644507 Fax No.-0145-2644507**

**TENDER SPECIFICATION**

**SPECIFICATION No. AJD/ SE/ TW/ TN-394 FOR TESTING , SEALING, DATA RETRIEVAL & COMPILATION OF TEST RESULTS AND RELATED INFORMATION OF SINGLE PHASE AND THREE PHASE ELECTROMECHANICAL AND ELECTRONIC METERS, AT CONSUMER'S SITE UNDER AVVNL DOMAIN**

**VOLUME - I**

Last date for submission of Proposal is **23.01.2020 up to 03:00 PM**

Cost of tender specification: Rs.2950/-

<b>Contact Details</b>	
Contact Person	Superintending Engineer (TW)
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## **GENERAL PARTICULARS ABOUT THE TENDER IN BRIEF**

### **AJMER VIDYUT VITARAN NIGAM LIMITED**

**Office of the Superintending Engineer (TW)**

**Vidyut Bhawan, Panchsheel Nagar, Makarwali Road, Ajmer**

**Email ID:- [setwipdsavvnl@gmail.com](mailto:setwipdsavvnl@gmail.com) Ph. No.0145-2644507 / Fax No.- 0145-2644507**

*SPECIFICATION No. AJD/SE/ TW/ TN-394 FOR TESTING , SEALING, DATA RETRIEVAL & COMPILATION OF TEST RESULTS AND RELATED INFORMATION OF SINGLE PHASE AND THREE PHASE ELECTROMECHANICAL AND ELECTRONIC METERS, AT CONSUMER'S SITE UNDER AVVNL DOMAIN*

Availability of tender documents on website	<b>30.12.2019</b>
Last Date & Time for down loading of Tender documents	<b>23.1.2020: 02:00 PM</b>
Last date for submission of queries of bidders	<b>Up to 11.00 AM of 10.1.2019</b>
Last Date & Time for online submission of Tender bids	<b>23.1.2020: 03:00 PM</b>
Date & Time for online opening of Tender bids	<b>24.1.2020: 03:00 PM</b>
RISL Processing fee (non refundable)	Rs.1,180/- (Rs. One Thousand one hundred and eighty only)
Cost of Specification(non refundable)	Rs. 2,950/- (Rs. Two Thousand nine hundred fifty only)
Validity	Bid validity- 90 days from the date of opening of technical bid validity- 180 days from the date of opening of technical bid if required same shall be requested to be extended.
Estimated Cost of work(Approx.)	Rs. 10.00 crore (Approx.)
Earnest Money deposit	Bid security shall be 2%. In case of Small Scale Industries of Rajasthan it shall be 0.5% and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of estimated cost of work
Tendered Quantity of specified scope in Nos.	For Single Phase Meter 500000 Nos. For Three Phase Meter 40000 Nos.
Contact Person (Authorized Bid signatory)	Superintending Engineer (TW), AVVNL Ajmer
Correspondence Address	<b>2<sup>nd</sup> Floor, Vidyut Bhawan, Panchsheel Nagar, Makarwali Road, Ajmer- 305004</b>
Telephone no. & Fax No. Website & Email Address of RISL	Web: <a href="http://www.avvnl.com">www.avvnl.com</a> Web: <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a> Email: <a href="mailto:info.risl.rajasthan.gov.in">info.risl.rajasthan.gov.in</a>

**Address of RISL:- RajCOMP info Service Limited (RISL)**

**1<sup>st</sup> Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)**

**Phone: 0141-5103902, 4031900 Fax: 0141-2228701**

**Web: <http://risl.rajasthan.gov.in>, Email: [info.risl@rajasthan.gov.in](mailto:info.risl@rajasthan.gov.in)**



Office of the Superintending Engineer (TW)  
Vidyut Bhawan, panchsheel Nagar, Makarwali Road, Ajmer  
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**E- TENDER NOTICE**

‘E’- Bids are invited in two parts (Techno-commercial bid & price bids) from eligible bidders for carrying out the below mentioned works in Ajmer Discom:-

Package No.	Particulars of Work	Town	TN No	Estimated Cost (In Rs. Lacs)/ Qty.	BID SECURITY/ Amount (In Rs. Lacs.)	Cost of bidding Document (In Rs.)	Schedule download end date and last date of submission	Date of Opening of Techno commercial bids of the package (s)
AJD/ SE/ TW/ TN-394	On site testing of single phase and three phase energy meters at consumers sites	AVVNL Domain	TN-394	Approx. Rs 10.00 Crore	Bid security shall be 2%. In case of Small Scale Industries of Rajasthan it shall be 0.5% and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid	Rs. 2950/-	Download Up to 23.1.2020 02.00 PM Submission 23.1.2020 03.00 PM	24.1.2020 03.00 PM

1. Bid documents will be made available on ‘E’-tendering portal <http://www.eproc.rajasthan.gov.in> & [www.avvnl.com](http://www.avvnl.com) for viewing. The bidders, in their own interest are requested to read very carefully the bid document before submitting the bid only through online on website <http://www.eproc.rajasthan.gov.in> up to the time & date as specified above.

The bid processing fee shall be paid vide DD/BC **in favour of MD, RISL, Jaipur** and cost of Tender specification and bid security as mentioned above against each be paid vide DD/BG in favour of **Sr. Accounts Officer (EA & Cash), AVVNL, Ajmer** and shall be deposited in the office of SE (TW), AVVNL, Vidyut Bhawan, Panchsheel Nagar, Makarwali Road, Ajmer upto 3.00 P.M. **one day prior to opening of Technical bid.**

2. Eligible bidders should submit their bid well in advance instead of waiting till last date. AVVNL will not be responsible for non – submission of bid due to any website related problems or due to any other reasons. Bidders shall make correspondence on email address of this office as mentioned above. Note: - All eligible interested bidders are required to get enrolled on ‘E’- Tendering portal <http://www.eproc.rajasthan.gov.in>

SUPERINTENDING ENGINEER (TW)



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# **AJMER VIDYUT VITRAN NIGAM LIMITED**

## **TENDER NOTICE**

Ajmer Vidyut Vitran Nigam Ltd. [AVVNL] invites online bids from competent agency for entering into a work on contract for testing and sealing & data retrieval as required of consumer meters at site in AJMER DISCOM which will involve in following activities

### **SCOPE AND ACTIVITIES**

- (A.) Testing and sealing of consumer meters at site as per requirement of Ajmer Discom. Verification/validation of consumer database & maintenance of database regularly include data collection regarding consumer details, meter details, installation status of service line and meter including meter's seals and other relevant data, verification of correctness of wiring connection, testing the accuracy of meters. Generation of test results including electrical parameters at site and preparation of output reports to enable supervision and monitoring of status and performance of the meters installed at consumers premises.
- (B.) The agency will retrieve complete meter data of defective single phase and three phase meters through HHT, which are lying in various subdivision Stores. The HHT will be provided by the Nigam. Agency will also prepare and submit the draft assessment.
- (C.) On Site Testing Of Whole Current Meters Installed At The Premises Of Various Consumers
- a. The contractor shall verify the declared stopped meters and list of such consumers shall be given by SE(M&P), Ajmer. In case the meter is found stopped, no payment shall be admissible to the contractor, otherwise, factual test report shall be prepared by him and assessment shall also be proposed by him and payment shall be allowed as per work order.
  - b. Meters shall also be tested on consumer's complaint to redress their grievances. List of such consumers shall be given by concerned SE(O&M)s.
  - c. Priority shall be given for testing of consumers connected with feeders with high T&D losses and theft prone area.
  - d. The contractor shall not be allowed to test or check any meter of their own in an arbitrary manner.
  - e. The contractor shall furnish draft assessment. The AEN (O&M) shall provide consumption data of such consumers to the contractor and the draft assessment shall be furnished by the contractor to respective AEN (O&M) within seven days from the date of receipt of consumption data.
  - f. The contractor shall prepare complete sub-division wise data base at their own level and upload the same on AVVNL web-site. The updation of data shall be done by the contractor on daily basis. Apart from above various miscellaneous reports, as per requirement of AVVNL, shall be uploaded by the contractor on AVVNL web-site.

- g. The sub-division wise realization progress of each consumer shall be made available on AVVNL web-site. However, the information of realization shall be made available by respective AEN(O&M) to contractor.
- h. The test report of each consumer, as per Nigam's approved format in hard copy shall be submitted to all concerning and designated officers and consumer, shall be given by the contractor.
- i. The contractor shall report status and all the short comings & deficiencies found with respect to metering, sealing, connections, cabling / service line and meter box, which may lead to theft or pilferage of energy, in the test report and the AEN (O&M) shall ensure all the preventive and corrective steps.
- j. Only qualified personnel shall be deployed by the contractor as per this specification.
- k. This specification shall be followed by the contractor without any deviations/ compromises.

The above work under contract of on site testing of energy meters is to be carried out during contract period of two years however, Nigam shall review same as per need and same can be extended for one more additional year.

*Note:- The agency (the successful bidder) shall commence the work within 30 days from the date of receipt of work order with providing the applications suitable for Windows and Android so that officers of AVVNL may view and monitor all the required output information and progress covered under subject tender on laptops and smart phones. The applications so developed shall be users friendly. It also includes development of a Dash Board and the information and output reports shall be updated on daily basis with reports, MIS information / as per requirement of AVVNL. The code and software shall be property of AVVNL. There shall be provision of making access to above information on web site at different level and rights with valid login and password including admin rights to the designated officers of AVVNL to create new user to define right to them . The Nigam shall have right to ask any other relevant information, from the available data and test reports , from agency throughout the currency of this tender and the agency shall have to provide all such information within 15 days from the date of such intimation without any extra charges.*

**NOTE—For detailed scope of work Section-III, Part-1&2 of this specification please be referred.**

The brief particulars are as follows:

TENDER FEE	Rs. 2950/-
Last dt. of online submission of tender	Up to 3.00 PM of 23.01.2020
Date of opening tender online	At 3.00 PM of 24.1.2020
	Bid security shall be 2%. In case of Small Scale Industries of Rajasthan it shall be 0.5% and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of estimated cost of work
Work domain (Circles)	AJMER(ACC) (excluding DFC area)
	AJMER (ADC)
	BHILWARA (excluding MBC area)
	NAGPUR
	SIKAR
	JHUNJHUNU
	UDAIPUR
	CHITTOREGARH
	RAJSAMND
	BANSWARA
	DUNGARPUR
	PRATAP GARH
VALIDITY	Bid validity- 90 days from the date of opening of technical bid validity- 180 days from the date of opening of technical bid if required same shall be requested to be extended.

The prospective Bidder should have the necessary competence, adequate financial standing, sufficient experience, expertise and related infrastructure for handling contract work of similar nature. The other qualifying requirements are given in the section –IV, Part –1 of this specification.

The Agency shall have to carry out site testing and sealing of meters installed at the consumer premises as desired by AVVNL, validate, update and collect the related data of the consumers. Agency shall also submit the report along with the testing results taken at site of individual consumer.

The Agency shall quote most reasonable rates for the service to be rendered as following:

Valid prices in Indian currency shall be quoted by the bidder (only online) for all desired work / activities (quoting rates for partial work shall not be allowed), failing which their bid shall be rejected. The successful bidder shall have to work in any part of Physical Domain of Ajmer Discom and accordingly bidders have to submit the tender carefully. The bidder shall not quote circle wise prices.

The Nigam will have right to award contract to any one firm or more than one firm as per Nigam's requirement, for any quantities as per need/ requirement of Nigam.

Technical Bid and Price Bids are to be submitted in two part / separate cover as specified.

## INSTRUCTIONS TO BIDDERS

### **1.0 GENERAL INSTRUCTIONS**

- 1.1 The Ajmer Vidyut Vitran Nigam Ltd, or any authority designated herein after called 'OWNER' will receive bids in respect of services as set forth in the accompanying specification. All bids shall be prepared and submitted in accordance with these instructions. The Bidder, in his own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in General Conditions of Contract and Technical specification before filling the Bid proposal form. If he has any doubt as to the meaning of this specification or any portion thereof, he shall before submitting the Bid, refer the same to the Superintending Engineer (TW), Ajmer Vidyut Vitran Nigam Limited, Ajmer in writing well in time before the specified date of opening of Bids so that such doubts may be clarified. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated / commented by him in his Bid.
- 1.2 Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid may be rejected.
- 1.3 The works referred herein shall cover the entire scope of the proposal which include commissioning and erection & commissioning of equipment including the successful completion of performance and guarantee tests which the owner desires to get executed.

### **2.0 SCOPE OF THE PROPOSAL:**

- 2.1 The scope of the proposal shall be on the basis of bidder's responsibility, completely covering all the material erection activities specified under the scope of work. It will include the following:
- (a) The Ajmer Vidyut Vitran Nigam Ltd. [Hereinafter to be referred to as AVVNL] is proposing to develop an efficient and effective system for testing and sealing of consumer meters at site in AJMER DISCOM with the help of an external Agency having sufficient experience, expertise, adequate financial strength and related infrastructure facilities. The idea is to test the meters for their accuracy including defect if any, noticed at site, and sealing, consumer wise data collection and analysis for monitoring of status and performance of the meters installed at consumers premises in the area under consideration, and also to increase the consumers' satisfaction level.
  - (b) The job involves as detailed in Sec-III Part- 1 & 2 however any work if specifically not mentioned but reasonably implied for the successful implementation and good performance of the proposed work are deemed to be included and are to be executed. The main idea behind the proposed work to develop an efficient and effective system for testing/checking and sealing of Single Phase and Three Phase whole current meters at site in AVVNL.
  - (c) The Agency is advised in its own interest to examine the bid documents, instructions, forms, terms and general information. Failure to provide information, which is essential to evaluate the bid or to provide timely



clarification or substantiation of the information supplied or submission of bid not substantially responsive to the bid document may result in disqualification.

- 2.2 Bids not covering the above entire scope of works shall be treated as incomplete and shall be rejected.

### **3.0 QUALIFICATION REQUIREMENTS:**

The qualification requirements of the bidders are mentioned in **Section-IV Part-1** of the bidding document. The bids of bidders fulfilling these requirements only would be considered for evaluation & award of contract.

### **4.0 SUBMISSION OF BIDS:**

The bidders, in their own interest, are requested to read very carefully Section-I (Instruction to bidders), Section-II (General Condition of Contract) & Technical Specification (Section-III Part-2) before filling the bid. The Bid documents be downloaded from AVVNL website [www.avvnl.com](http://www.avvnl.com) or <http://eproc.rajasthan.gov.in> and upload the tender on website of RISL [www.http://eproc.rajasthan.gov.in](http://www.http://eproc.rajasthan.gov.in). No hard copy of the bidding documents will be provided to the bidders through this office. In case of any discrepancy found in bidding documents downloaded from the website and appended with the bid (as a bid document) and original copy of such document available in the office of Superintending Engineer (TW), Ajmer Discom, Ajmer will be considered as final document for all purpose. The cost of Bid document as published in NIT shall be furnished along with BID SECURITY before opening of bid and scan copy be upload on website of RISL. The document shall be downloaded/ uploaded in the manner prescribed in bid document.

- 4.1 Tenders shall be submitted online in the electronic format attached here to and all blanks in the tender and the schedule to the specification shall be duly filled in. The completed forms, schedule(s) shall be considered as part of the contract documents in the case of successful tenderer (s).
- 4.2 No alteration should be made to the format of the tender specification and schedules. The tenderer must comply entirely with specification.
- 4.3 The tender and all accompanying documents shall be in Hindi/English Language and shall be signed digitally by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the tender.
- 4.4 Tender should be filled in only with ink or typed and must be submitted online after signing digitally .
- 4.5 All additions, alterations and over-writing in the bid must be clearly signed by the signatory of the bidder otherwise bid will be summarily rejected.
- 4.6 The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any room for doubt.
- 4.7 The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- 4.8 Any printed conditions of sale on the bid shall not be accepted by the purchase Authority.
- 4.9 The tender offer shall be submitted in time specified on <http://eproc.rajasthan.gov.in> in electronic format in the following manner:
- i. COVER – I for details of Bid security with copy of letter indicating validity of

B.G. / Tender processing fee and Cost of Tender document (to be filed in pdf format).

- ii. COVER – II for Techno- Commercial Bid (to be filed in pdf format):  
In this part of bid, tenderer will have to furnish Guaranteed Technical Particulars in regard to all requirement details of Technical Specification (Section-III Part-2) and confirmation of commercial terms and conditions of GCC (General Conditions of Contract) and its addendum/corrigendum, if any, along with details required in various/schedules “EXCEPT THE PRICE SCHEDULE” so that the purchaser may be able to examine whether the offer submitted is technically acceptable and also confirm to our commercial terms and conditions or not.
  - iii. COVER – III for Financial/Price Bid/BOQ (to be filed in .xls format).  
This price bid shall include submission of details of prices as per Schedule-2 of the specification. The price bid will be opened only after being satisfied with Technical and Commercial Bid as per qualifying requirement stipulated in the Specification and bid of such qualified bidders will only be opened. The date of opening of such price Bids will be intimated in due course of time.
- 4.10 Bidders shall indicate in their bid the name and complete address of Excise authorities under whose jurisdiction is their works / offices falls.
- 4.11 All bids and accompanying documents shall be addressed to the S.E. (TW) Ajmer Vidyut Vitran Nigam Limited, Ajmer.
- 4.12 The tenderer should sign the tender documents digitally and stamped on each page.
- 4.13 The tenders given in the form other than prescribed form will not be considered.
- 4.14 Only one representative, on submission of valid authorization of the signatory of the bid, will be allowed to be present during the opening of the bid.
- 4.15 The conditional bids shall not be accepted.

## 5. **BID SECURITY**

Bid security shall be 2% (Rs 20 lakhs) of estimated cost of work i.e. Rs 10 crore. In case of Small Scale Industries/MSME of Rajasthan it shall be 0.5% and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of estimated cost of work.

- i. The bidder shall furnish bid guarantee (Bid security) as mentioned in “Invitation for bids”/Tender Notice by crossed bank draft payable in the name of **Senior Accounts Officer (EA & Cash), AVVNL, Ajmer**. The Demand draft shall be accompanied with the bid in an envelope as per instructions given in these bidding documents. No other mode of deposit shall be accepted.

Or

The bidder shall furnish 20% amount of Bid security by crossed bank draft payable in the name of **Senior Accounts Officer (EA & Cash), AVVNL, Ajmer**, along with irrevocable bid bank guarantee of balance 80% amount on the Rajasthan State Non Judicial Stamp Paper of 0.25% of BG value (maximum up to Rs 25000) duly authenticated either by a first class Magistrate or Notary Public or directly confirmed by the issuing Bankers furnished valid for a period of 180 days excluding the grace period of 90 days. **(Bid bank guarantee format is enclosed at Annexure-A)**. The demand draft of 20% amount of Bid security and bank guarantee for balance 80 % amount shall accompany with the bid in an envelope as per instructions given in these bidding documents. “In case of invocation of Bank

guarantee issuing Bank must authorize for entertaining the case at the sister branch located in Rajasthan”. The Bank guarantee must be from any Nationalized / Scheduled Bank. (Bid-bank guarantee form for Bid security is enclosed with this doc.)

- ii. Any other mode except as specified under clause (i) above such as Postal orders/ cheques/ other forms of instruments are not acceptable. **Bid uploaded but not accompanied by copy of receipt for depositing Bid security shall be rejected and Bid will not be opened.** Any tender not accompanied with Crossed Bank Demand Draft against 20% amount of Bid security along with proper BG against balance 80% amount of Bid security or crossed Bank Draft against full amount of Earnest Money shall be rejected and the tender will not be accepted.
- iii. Bid security of unsuccessful bidder shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting Performance security. In case of successful bidder the amount of bid security will be returned when the bidder has signed the contract agreement and has furnished the required Performance security.
- iv. Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the Discom’s in connection with some other tenders/orders shall not be entertained.
- v. No interest shall be payable on such Deposits.
- vi. The AVVNL reserves the right to forfeit Bid security or a part thereof in circumstances, which according to it indicate that the tenderer is not earnest in accepting/executing order placed under the specification.

## **6. DOCUMENTS TO BE UPLOADED WITH THE TENDER:**

The tender shall be accompanied with the following schedules, documents. The tender who is not accompanied by any or all the following mentioned schedules, documents or is accompanied by incomplete annexure/ schedules is liable for rejection.

- a. Cover I for details of Bid security / Tender processing fee and Cost of Tender document as detailed below:
  - i. Proof of depositing Bid security (DD/Banker’s Cheque) with copy of letter indicating validity of B.G / central or state Govt. undertaking certificate for exemption.
  - ii. Proof of depositing DD/Banker’s Cheque towards e- tender processing fee.
  - iii. Proof of depositing cost of tender documents (DD/Banker’s Cheque).
- b. Cover II for Techno- Commercial Bid as detailed below duly signed and stamped:
  - i. Schedule-1 for bid proposal form.
  - ii. Schedule 3 for confirmation with regard to “NIL DEVIATION” in respect of commercial terms & conditions of the specifications otherwise Schedule VB.
  - iii. Schedule-4 for confirmation with regard to “NIL DEVIATION” in respect of Technical terms & conditions of the specifications otherwise Schedule VA.

- iv. Schedule 5 for Delivery/ Work Completion schedule.
  - v. Schedule-6(A) regarding qualification requirements for annual turn-over/ Profit and Loss account/balance sheet/ Income Tax Returns along with necessary supporting documents and certificate of a registered chartered Accountant for eligibility **with UDIN No.**
  - vi. Schedule-6(B) for Details indicating execution of works during last three financial years along with supporting documents like copy of W.O., G-Schedule, final bill, duly notarized completion certificate etc. specified in “Qualification requirements”.
  - vii. Schedule-7 for list of past Experience.
  - viii. Schedule-8 for Particulars & details regarding list of equipments & Technical hands available as per requirement of specification.
  - ix. Copy of class “A” Electrical contractor license.
  - x. Copy of registration with labour department, insurance certificate, undertaking in respect of registration of building and construction, Act-1996 and other supporting documents required as per specifications.
  - xi. Other details/information in the schedule(s) or Annexure(s), wherever specified.
  - xii. Power of Attorney for authorized signatory to sign the tender document digitally on NJS Rs 500/-.
  - xiii. Name & Complete address of GST authority under whose jurisdiction their works/office falls.
  - xiv. copy of latest Balance-Sheet for last 3 years.
  - xv. Name & correspondence address of the bidder along with phone /Fax No. & email address.
  - xvi. Self declaration certificate – No black listing on NJSP of Rs 100/-
- c. Cover-III For financial/price bid/BOQ (to be filled in Excel format) in prescribed schedule.

## **7. INFORMATION REQUIRED WITH THE PROPOSAL**

- I. Oral statements made by the Bidder at any time related to any matter will not be considered.
- II. The bidder may use in the bid Standard catalogue pages and other documents to provide additional information and data as deemed necessary.
- III. The Bidder, along with its proposal, shall submit a list of recommended erection equipments and materials, which may be required for the purpose of erection of equipment and materials supplied under the contract.
- IV. In case the 'Proposal' information contradicts the specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical/ commercial deviation schedule.

**8. RECEIPT AND OPENING OF BIDS.**

- I. Bidder shall submit their bid in electronic format, digitally signed and stamped on each page. Bidder shall procure Digital Signature Certificate (DSC) as per IT act - 2000.
- II. The electronically received bids will be opened in the office of the Superintending Engineer (TW), Ajmer Vidyut Vitran Nigam Limited, Ajmer on stipulated date & time in the presence of such tenderers or their authorized representative, who choose to be present. The system does not permit electronic submission of late tenders after the due date & time.
- III. In case, the date fixed for opening of the tenders be declared as a public holiday, the bid shall be opened on the next date on which office re-opens after such holiday(s).

**9. FORMAT AND SIGNING OF BIDDER:**

- I. The tender must contain the name, designation and place of business of the person or persons making the tender and must submit online & signing digitally with his DSC (Digital Signature). Tender by a partnership firm must be furnished with full names of all the partners and should be signed digitally by one of the member of partnership firm or by a authorized representative indicating the designation of the person or persons, with authority letter signed by the Chairman/ Secretary other person authorized to bind the Corporation / Company in the matter.
- II. Bid by a partnership must be furnished with full names of all partners and be signed with the partnership firm name, followed by the signature (s) and designation (s) of the authorized partner (s) or other authorized representative (s).
- III. Bids by corporation/ company must be signed with the legal name of the corporation/ company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such corporation/ company in the matter.
- IV. A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'Agent' or other designation without disclosing his principal will be liable to be summarily rejected.
- V. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- VI. The Bidder's name stated on the proposal shall be exact legal name of the firm.
- VII. Erasures or other changes in the bid documents shall bear the initials of the person signing the bid.
- VIII. Bids not conforming to the above requirements of signing shall be disqualified.

**10 UNDERSTANDING AND CLARIFICATIONS ON DOCUMENTS AND SPECIFICATIONS:**

- a. The Bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and terms matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for at least 15 days before the specified date of opening of Techno-commercial Bid for interpretation/clarification by the owner. The Owner, then, will issue interpretation and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the bidder's proposal.
- b. Verbal clarifications and information given by the owner or his employee(s) or his representative(s) shall not in any way be binding on the owner.

**11. EFFECT AND VALIDITY OF BID :**

- i. The submission of any bid connected with these documents and specification shall constitute an agreement that the bidder shall have no cause of action or claim, against the owner for rejection of his bid. The owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the owner.
- ii. Owner may ask for extension in validity period. The bidder will be at liberty to accept it or not. In case bidder agrees to extend the validity period without changing his original offer, he will be required to extend validity period of the Bank Guarantee (Submitted against the BID SECURITY) suitably.

**12 COST OF SPECIFICATION:**

The cost of Bid document as published in NIT shall be furnished along with BID SECURITY prior to opening of bid and scan copy be upload on website of RISL. The document shall be downloaded/ uploaded in the manner prescribed in bid document. The cost of bid and BID SECURITY shall be furnished through Bank Draft payable to Senior Accounts Officer (EA & Cash), AVVNL, Ajmer.

**13.0 LATE BIDS:**

The system does not permit electronic submission of late tenders after the due date & time.

**14 CLARIFICATION OR MODIFICATION OF BIDS:**

To assist in the examination, evaluation and comparison of bids, AVVNL may ask Bidders individually for clarification, in writing. No change in the substance of the bid shall be permitted except as required to confirm the correction of any typographical error. AVVNL may modify 'Financial bid' based on discussions with individual Bidders short-listed even after opening of 'Technical bid'.

**15 REJECTION OF BIDS**

Any action on the part of the Bidder to revise the rates / prices and modification in the substance of original tender/ breach of code of integrity as per RTPP Act 2012. Submission of any supplementary information unless & otherwise asked for at his own instance after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bid to the NIGAM at least for one year.

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

**16 OPENING OF FINANCIAL BID:**

The date and time for opening "Financial bid" will be intimated to the short-listed Bidders by AVVNL in due course through 'E'-Procurement web portal. 'Financial Bid' of the Bidders, not short-listed shall not be opened and shall be returned to such Bidders.

**17 SIGNING OF AGREEMENT:**

The successful bidder shall, on receipt of Letter of Award from AVVNL enter into a contract with AVVNL by jointly signing an agreement. The draft of the agreement based on the terms sheet, detailed in Part-II shall be forwarded to the successful bidder for execution. The agreement shall be executed within fifteen days thereafter. The person to sign the agreement shall be duly authorized by the Bidder.

**18 UNDERSTANDING & CLARIFICATIONS ON DOCUMENTS & SPECIFICATIONS.**

The Bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and terms matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation / clarification by the owner. The Owner, then, will issue interpretation and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the bidder's proposal.

Verbal clarifications and information given by the owner or his employee(s) or his representative(s) shall not in any way be binding on the owner.

**19 GST**

The Bidder shall furnish details of applicable GST as on date to bidding which shall be paid

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

**20**      **POLICY FOR BIDS UNDER CONSIDERATION**

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

**21**      **SCOPE OF WORK / QUANTITIES**

The scope of work and quantities indicated for each item in the G-Schedule are tentative, AVVNL reserves right to delete or add any scope of work. The quantities indicated in the accompanied schedule are only provisional and owner reserves the right of revising the same at the time of placing the order. However the actual quantity of material and quantum of work involved shall be based on the final survey report duly authenticated by the Superintending Engineer (M&P). The owner reserves the right to split the quantities and to entrust the order for the line to one or more bidders. The bidder shall agree to execute part quantities order on him at the rates/ prices mentioned in his bid and/or accepted by the owner. The owner may provide part or full quantity of some items to the contractor as per his discretion depending upon the prevailing circumstances ,required in erection/execution of related work activity. No payment towards the cost of such material as indicated in ‘G’ Schedule of prices shall be payable to the contractor.

**22**      **LOCAL CONDITIONS**

It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. The owner shall not entertain any request for clarifications from the bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the owner. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the owner, which are based on the lack of such clear information or its effect on the cost of the works to the bidder.

**23**      **PRELIMINARY EXAMINATION AND EVALUATION:**

The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.



Prior to the detailed evaluation, the owner will determine the substantial responsiveness of each bid to the bidding document. For purpose of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way to the responsibilities or liabilities of the bidder of any right of the owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

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

The "Price bids" of the bidders whose "Techno- commercial bid" found in order & responsive and meets, the qualification requirements as specified in the bidding documents, only shall be opened.

Bid price shall mean the price quoted by each bidder in his proposal for the complete scope of works.

The owner may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

The owner will evaluate and compare the bids previously determined to be substantially responsive, pursuant to manner specified above, for each package separately. No bid will be considered if the complete requirements covered in the package is not included in the bid.

## **24 AWARD OF CONTRACT**

Notification of award of contract will be made in writing to the successful bidder(s) by the owner.

The contract will be awarded to the best qualified and the substantially responsive bidder offering the lowest evaluated bid in conformity with requirements of these specifications and documents and the owner shall be the sole judge in this regard and subject to the provisions of these instructions to bidders and other terms and conditions detailed out in these documents and specifications. A responsive bid is one which accepts all terms and conditions of these specifications and documents without any major modifications. A major modification is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way the responsibilities or liabilities of the bidder or any rights of the owner as required in these specifications and documents. However, the owner may waive any minor formalities or irregularities in the bid.

The contract will be awarded to first lowest responsive bidder after having discussions & negotiations with him, for ascertaining the reasonable price for tendered work. However where the prices quoted / agreed by such first lowest bidder, even after negotiation is considered higher, the competent purchase committee / authority may offer a still lower price, considered reasonable to all qualified participating bidders including first lowest one. On acceptance of such

price by one or more bidders, the contract would be awarded to bidder standing lowest among those counter offer prices) as per original comparative statement.

The contractor shall be fully responsible for the works to be executed under the contract and it should be expressly understood by him that any breach under any one of contract shall automatically be deemed as a breach of another contract and any such breach or occurrence giving the owner a right to terminate a contract and or recover the damages under that contract shall give owner a right to terminate the another contract and or recover the damages under such contract as well. However such breach or occurrence in any contract shall not automatically relieve the contractor of any of his obligations under another contract.

25 **PERFORMANCE BANK GUARANTEE:**

- 1.1 A Performance Bank Guarantee equivalent to 10% (Ten Percent) of Contract value shall be provided by the Successful Bidder within 15 days of receipt of Work Order from Discom, in cash or by crossed Bank Draft or by way of Bank Guarantee. The Performance Bank Guarantee shall be valid for three months in addition to the entire contract period. In case if the successful bidder provides a Performance Bank Guarantee for shorter duration then it would be the sole responsibility of the Successful Bidder to get the Performance Bank Guarantee extended well in advance to maintain the validity time. Discom may invoke the Performance Bank Guarantee without giving any information if validity of such Performance Security expires.
- 1.2 The Bank Guarantee in the prescribed format must be from the branch of any Nationalized/Scheduled Bank located in Rajasthan, The Agency may furnish Bank Guarantee on stamp paper of Rajasthan state and shall furnish a certificate of Banker that the stamp duty has been paid as per prevailing rules of that Rajasthan State.
- 1.3 In case of additional work order, Additional Performance Bank Guarantee shall be provided accordingly

26 **INSURANCE**

The bidder's insurance liabilities pertaining to the scope of works are detailed out in clause titled "Insurance" in clause No. 15.0 of "General Conditions of Contract and clause No. 25.0 of Erection Conditions of contract. Bidder's attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the contract.

27 **MAINTENANCE TOOLS AND TACKLES**

The proposal shall include all special tools and tackles required for the operation and maintenance of the equipment in each equipment package. The bidder shall indicate all the above items in the proposal sheets in the form of a schedule giving therein the description and the quantity of each item. The price to be quoted in "G" schedule by the bidder shall include prices of these tools and tackles. These tools and tackles shall be delivered at site along with the last consignment of equipment and in no case earlier than this unless otherwise specified in the Technical Specification.

Specification/ Tender document may be downloaded by any of the interested tenderer from <http://eproc.rajasthan.gov.in> for the consideration of his tender up to stipulated date & time. However, online tenders will only be considered if the tenderer have deposited requisite fee.

The supplier shall treat the details of the specification and other bid documents as private and confidential and they shall not be reproduced without the written authorization of the purchaser.

The purchaser does not bind him to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.

The fact of submission of bid to the purchaser shall be deemed to constitute a contract between the bidder and purchaser whereby such bid shall remain open for acceptance by the purchaser within the validity period and bidder shall not have any option to withdraw their offer or impair/ derogate the same. Where the bidder is notified about acceptance of their bid by the purchaser during the validity period, they shall be bound by the terms and conditions of various contract documents as per specifications of the bid documents in question until formal contract in this regard, has been executed between them and the purchaser.

The Successful bidder shall have to execute contract documents for the proper fulfillment of the same.

Any action on the part of the bidder to revise the rates/prices on their own after the opening of the bid may result in rejection of the bid and also debar them from submission of bids to the Nigam at least for one year or next bid whichever is later.

Purchase of a copy of this specification by the bidder is essential for the consideration of his Bid. Only one Bid will be accepted against each copy of the specification purchased. This specification is not transferable. The cost of specification will not be refunded under any circumstances.

The bidder shall treat the details of the specification and other Bid documents as private and confidential and shall not reproduce without the written authorization of the NIGAM.

The NIGAM does not bind itself to accept the lowest or any Bid or any part of the Bid and shall not assign any reason(s) for the rejection of any Bid or a part thereof.

The fact of submission of Bid to the NIGAM shall be deemed to constitute an agreement between the Bidder and NIGAM whereby such Bid shall remain open for acceptance by the NIGAM and Bidder shall not have option to withdraw his offer, impair or derogate the same. If the Bidder is notified during the period of validity of Bid that his Bid is accepted by the NIGAM, he shall be bound by the terms of agreement constituted by his Bid and such acceptance thereof by the

NIGAM, until formal contract of the same Bid has been executed between him and the NIGAM in replacement of such agreement.

The successful Bidder shall have to execute the contract agreement for the proper fulfillment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to AVVNL may be taken, if satisfactory clarification is not furnished within the prescribed period. AVVNL will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids. Telex, Telegraphic, or mailed, Fax, bids shall not be acceptable. AVVNL reserves the right to:

- ❖ Amend the scope of the proposed contract.
- ❖ Reject or accept any bid.
- ❖ Cancel the bid process and reject all applications.
- ❖ Vary the area.
- ❖ AVVNL shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.

## **29.0 SPECIAL CONDITIONS OF CONTRACT**

Following points are to be given personal attention by the bidder as these play vital role in the contract: -

- 29.1 “Time is the essence of agreement”. To honour this no time extension will be given in normal condition as the work is to be finished within scheduled time. However extension in work completion time will be considered /granted under force majeure conditions and on account of unforeseen or unavoidable circumstances beyond the control of owner/contractor as specified in this specification. Progress of the work will be examined on pro-rata basis. Priority/ Procedure of the work will be decided by Engineer in-charge..1 The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed date & time due to non-availability / hanging of website at last moments or any reason whatsoever. The last date of submission of bids will not be extended on such accounts.
- 29.2. Furnishing of Bid security/exemption certificate and proof for deposit Bid security, e-tender processing fees & cost of tender documents before techno- commercial bid opening is essential otherwise the techno-commercial bid in electronic form (cover II and III) will not be opened.
- 29.3 (i) The bidder will have to deposit prescribed cost of tender specification by DD/Banker’s Cheque payable in favour of Senior Accounts Officer (EA & Cash), AVVNL, Ajmer up to stipulated date & time in the office of the Superintending Engineer (TW), Ajmer Vidyut Vitran Nigam Limited, Ajmer  
  
(i) The bidder will have to deposit prescribed BID SECURITY by DD/Banker’s Cheque payable in favour of Senior Accounts Officer (EA &

Cash), AVVNL, up to stipulated date & time in the office of the Superintending Engineer (TW), Ajmer Vidyut Vitran Nigam Limited, Ajmer

- (ii) The bidder will have to deposit prescribed Processing Fee by DD/Banker's Cheque in favour of Managing Director, RISL, payable at Jaipur with the Superintending Engineer (TW), Ajmer Vidyut Vitran Nigam Limited, Ajmer up to stipulated date & time in in the office of the Superintending Engineer (TW), Ajmer Vidyut Vitran Nigam Limited,Ajmer
  - (iii) The bidder will furnish bank guarantee, if required as per qualifying requirement , in the office of the the Superintending Engineer (TW), Ajmer Vidyut Vitran Nigam Limited, ,Ajmer
- 29.4. Deviations, from technical and commercial terms & conditions, if any, shall invariably be stated in schedule 3 & 4. Mentioning of such deviations elsewhere will not be considered. The standard printed conditions of sales and other if any attached with the tender will not be considered.
- 29.5. Discom's reserve the right to accept minor deviation(s) in qualifying requirement and techno - commercial conditions on its merits.
- 29.6. The purchaser will respond in writing to any request for clarification on tender documents which it receives not later than 15 days prior to deadline for submission of tender, after which no correspondence shall be entertained.
- 29.7. The bidders should provide complete information at the time of submission of bid. However, if the bidders are asked to furnish some clarification/confirmation/documents, the bidders are required to furnish the same within specified time failing which; the case shall be finalized /decided on the basis of available information. The responsibility of their bid being ignored on account of delay in furnishing of desired information/documents shall be of the bidder.
- 29.8 All tender documents shall essentially be signed digitally and submitted on <http://eproc.rajasthan.gov.in> in time as per checklist provided with the tender document. The checklist along with relevant page nos. shall also be submitted with the tender.
- 29.9 The tender documents can be downloaded from web site <http://eproc.rajasthan.gov.in>. Details of this tender notification can also be seen in NIT exhibited on web site [www.avvnl.com](http://www.avvnl.com) and are to be submitted online in electronic format only on website <http://eproc.rajasthan.gov.in>.
- 29.10 The bidders who are interested in bidding can download tender documents from <http://eproc.rajasthan.gov.in> up to the stipulated date & time.
- 29.11 Bidders who wish to participate in this tender enquiry will have to register on <http://eproc.rajasthan.gov.in> (bidders registered on [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) before 30.09.2011 needs to be registered again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate (Type – II or Type – III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying

agency or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate. Contact No. 0141 – 4022688 (Help desk 10.00 AM to 6.00 PM on all working days) E-mail [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

- 29.12 Bidder shall submit their offer online in electronic formats both for technical and financial proposals. However, cost of specification and BID SECURITY in favour of Senior Accounts Officer (EA & Cash), AVVNL, Ajmer A/c No. 61186312571 up to stipulated date & time in the office of the the Superintending Engineer (TW), Ajmer Vidyut Vitran Nigam Limited, ,Ajmer and processing fees in the office of Superintending Engineer (TW), Ajmer Vidyut Vitran Nigam Limited, Ajmer , up to stipulated date & time. The tenderer shall upload scanned copies of DDs / acknowledgement of above fee documents along with their online bid.
- 29.13 Bidders are also advised to refer “Bidders Manual” available under “Downloads” section for further details about the e-tendering process.
- 29.14 All the required information shall be furnished strictly in prescribed Schedules/Formats only. Any information indicated other than the prescribed schedules/formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Schedules/Formats.

### **30.0 FIELD CONDITIONS:**

The bidder may in its own interest, before submitting the bid, inspect and examine the area involved and satisfy itself regarding the field conditions and present system of testing the meters for their accuracy at site including sealing, consumer wise data collection.

For ascertaining the field condition the Agency may contact the respective circle SE (O&M), AVVNL. The details of the area to be covered in the scope of the contract are available at Section III Part 1. No claim for change in the bid or terms & conditions of the contract shall be entertained on the ground that the conditions are different than what were contemplated.

### **31.0 AMENDMENTS TO BID DOCUMENT:**

At any time prior to the date for submission of bid, AVVNL may for any reason, whether of its own or by way of clarification given at the request of prospective Bidder, modify the bid document by issue of amendment(s) which shall form part of it. The amendments will make available on AVVNL website and the same can be downloaded by the bidders who shall submit one copy of it duly signed along with their bid or as per clause 13 of this section as the case may be. Extension to the due date, if considered necessary may be made

**ANNEXURE–A (INB-Section-I)**

*Bid Bank Guarantee (FOR BID SECURITY)*

(Bank Guarantee in lieu of 80% of Bid security on NJS 0.25% of BG value maximum up to  
Rs 25000 )

Ref : Bank Guarantee No. .... Dated: .....

To,  
The Superintending Engineer (TW),  
Ajmer Vidyut Vitran Nigam Limited,  
Vidyut Bhawan, Panchsheel Nagar, Makarwali Road,  
Ajmer-305004

1. Whereas .....[name of the Bidder] (hereinafter called “the Bidder”) has submitted its bid dated .....[date of submission of bid] for the construction of..... [name of contract] (hereinafter called “the Bid”).
2. KNOW ALL PEOPLE by these presents that WE..... [name of bank] of .....[name of country], having our registered office at..... [Address of bank] (hereinafter called “the Bank”), are bound unto..... [name of Purchaser] (hereinafter called “the Purchaser”) in the sum of Rs.\* \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_ day of \_\_\_\_\_ 200\_\_.
3. THE CONDITIONS of this obligation are:
  - i. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form; or
  - ii. If the bidder refuses to accept the correction of error in his Bid ; or
  - iii. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
    - (a) fails or refuses to execute the Contract agreement, if required; or
    - (b) fails or refuses to furnish the performance security, in accordance with the General Conditions of Contract;
4. we undertake and authorize our branch situated at Ajmer (Rajasthan) address: \_\_\_\_\_ to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.
5. The decision of the SUPERINTENDING ENGINEER (TW), AJMER VIDYUT VITRAN NIGAM LIMITED, AJMER shall be final whether breach has been committed on the right to demand the amount of guarantee from us which has accrued to the purchaser.
6. This guarantee shall not cease or determine, if the purchaser grants time or indulgence or vary the terms of the contract with the contractor or without our consent or knowledge.
7. The guarantee herein contained shall not be affected by any change in the constitution of the contractor.

8. We, \_\_\_\_\_ further undertake not to evoke this guarantee during its currency except with the previous consent of the SUPERINTENDING ENGINEER (TW), AJMER VIDYUT VITRAN NIGAM LIMITED, AJMER.
9. All disputes arising under the said guarantee between the Bank and the Nigam or between the Contractor and the Nigam pertaining to the guarantee shall be subject to the jurisdiction of Courts in Ajmer, Rajasthan alone.
10. This guarantee will remain in force up to and including one hundred Eighty (180) days after the date of the opening of bids, i.e. up to \_\_\_\_\_, with a further grace period of Ninety (90) days and any demand in respect thereof should reach the Bank not later than the above date.
11. Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee shall remain in force up to \_\_\_\_\_ unless demand or claim in writing is presented on the Bank within six months from that date, the Bank shall be released and discharged from all liabilities there under. However the validity of the bank guarantee shall be extended as and when required by the Nigam.

Yours faithfully,

Bankers (EXECUTANT)

Witness:-1.

2.

- The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of bid.



## GENERAL INFORMATION/SCOPE OF WORK

### 1. WORK AS REQUIRED BY AVVNL

1.1 AREA: The area covered under AVVNL in 12 Circles namely as below:

S. No.	NAME OF CIRCLE	NAME OF DIVISIONS
1	Ajmer(ACC)	City Div. I, City Div. II, & Dist. Div. Beawar except DF area
2	Ajmer (ADC)	Kekri, Nasirabad, & Kishangarh.
3	Bhilwara	D.D.I, D.D. II Mandal & Shahpura except MBC area
4	Nagaur	Nagaur , Deedwana , Merta City, Makrana & Kuchaman City
5	Sikar	(O&M) Siker, (Rural / DD) Siker, Laxmangarh, Danta Ramgarh, Reengus, Neem ka Thana
6	Jhunjhunu	(O&M) Jhunjhunu, (Rural) Jhunjhunu, chirawa, Nawalgarh, Khetri Nagar
7	Udaipur	CD-I, CD-II, DD-I, DD-II, Salumber
8	Chittoregarh	Chittoregarh, Kapasan, Neembahera
9	Rajsamnd	Amet, Kankroli, Nathdwara
10	Banswara	DD, Bagidora
11	Dungarpur	(O&M) Dungarpur, (O&M) Sagwara
12	Pratapgarh	(O&M) Pratapgarh, DD

1.2 CIRCLE WISE CONSUMERS:: Circle wise number of consumers of different categories in 12 Circles of AVVNL.

Sr No	Circle	Total No. Of Consumers(approx.)		No of Consumers Meters to be tested under TN-394 onsite	
		Single Phase	Three Phase	Single Ph.	Three Ph.
1	Ajmer(ACC)	212902	12921	23024	2387
2	Ajmer (ADC)	257372	18947	27833	3500
3	Bhilwara	426017	12900	46071	2383
4	Nagaur	625449	36862	67638	6809
5	Jhunjhunu	493778	19703	53399	3639
6	Sikar	605661	27417	65498	5064
7	Banswara	309719	6067	33494	1121
8	Dungarpur	299093	4936	32345	912
9	Chittoregarh	324647	12756	35108	2356
10	Pratapgarh	177057	2842	19147	525
11	Rajsamnd	279619	14269	30239	2634
12	Udaipur	612177	46942	66205	8670
	<b>TOTAL</b>	<b>4623491</b>	<b>216562</b>	<b>500000</b>	<b>40000</b>

NOTE:- The above quantity is provisional and Nigam will have right to revise the quantity as per requirement.

1.3 The above work under contract of onsite testing of energy meters is to be carried out during contract period of two years, however, Nigam shall review same as per need and same can be extended for one more additional year.

The NIGAM will review the progress of the contractor after end of each quarter or every three months from date of issue of work order, and in case the performance of the contractor is not found satisfactory or not up to the mark, the work order may be considered to put “on hold” or “cancelled” as per decision of the competent authority / committee of Nigam.

- 1.4 The agency will not test the meters onsite in the arbitrary manner of their own. The basis for onsite testing of meters shall be based on sub-division wise list of consumers as per billing output reports 26 A, 26 B, 26 C & 26 D or other relevant output. List of such consumers shall be collected by SE (M&P) and will be given to the agency on monthly basis. Apart from above the Nigam will have the right to get tested any meters on site as per our special requirement, as per clause 3 A of section:III-Part-2 of this spec. and as per Metering Regulation of RERC, 2007 (latest amended). The agency shall maintain consumer wise and sub-division wise data base of such meters and the sub-divisional officer shall ensure all corrective and remedial steps to attend short comings pointed out by agency. The consumer wise status and tracking shall be made available on web-site by the agency for monitoring by AVVNL. No meter shall be tested twice or repeatedly and this shall be ensured by the agency and AEN (O&M).
2. **GENERAL:** Above are some of the basic features. For more details, the prospective bidders may contact to The Assistant Engineer (O&M) of the area. The agency shall follow the correct practice so that there is no difficulty in taking over the system back by AVVNL on completion of the contract.

**AJMER VIDYUT VITRAN NIGAM LIMITED**  
**TECHNICAL SPECIFICATION**

1. **INTRODUCTION:** This section describes the objective and scope of work, which the Agency [or the consortium to be formed] is to develop, operate and maintain the proposed efficient Management System for testing and sealing of consumer meters at site & detailed study of meters installed on 11 KV outgoing feeders at 33/11 KV sub-stations in AJMER DISCOM.

2. **OBJECTIVES:**

(A) The objective is to develop consumer -Discom relationship by introducing an effective system for testing and sealing of consumer meters at site in AJMER DISCOM on demand testing as desired by AVVNL/ Consumer on priority within three days of following categories:-

- a. Domestic Service (DS) (upto 18.65 KW only).
- b. Non-Domestic Service (NDS) (upto 18.65 KW only).
- c. Small Industrial Service (SIP) (upto 25 HP only).
- d. Bulk Supply Mixed Load (ML) (upto 18.65 KW only).
- e. Agriculture Service -Metered Supply (AG-METERED, if asked).
- f. Any other consumer provided with whole current meter, if specifically desired by Nigam.

Verification/validation of consumer database & maintenance of database regularly include data collection regarding consumer details, meter details, installation status of service line and meter including meter's seals and other relevant data, Verification of correctness of wiring connection, testing the accuracy of meters. Complete display Parameters including defects / abnormalities detect at site and furnishing of draft assessment wherever required and to be submitted to the concerning AEN (O&M).

3. **SCOPE OF WORK OF AGENCY:**

A *Testing/checking and sealing of Single Phase and Three Phase Electro-Mechanical and Electronic Meters at site as desired by AVVNL, installed at consumers premises of Domestic Service (DS) (upto 18.65 KW), Non-Domestic Service (NDS)(upto 18.65 KW), Small Industrial Service (SIP), upto 25 Hp sanctioned load, Bulk Supply Mixed Load (ML)(upto 18.65 KW only)Agriculture Service -Metered Supply (AG-METERED,if asked for).*

*The testing of consumer meters at site will be according to clause no. 1.4 of Section III-Part-1and also includes the cases for which any secret information has been reported, on consumer's demand and where fall in consumption have been observed more then 30% considering the average consumption of six billing cycle. (clause nos. 7 of T&C). The list of such consumers (except clause no. 1.4 of Section III-Part-1 as per billing output report no. 26 A to D) shall be made available by SE(O&M) of circle to the agency.*

B Generation of test results including electrical parameters at site and preparation of output reports to enable supervision and monitoring of status and performance of the meters installed at consumers premises as per Clause 6 of this part. Consumer database shall be digitized into an electronic file. The file shall have the facility for editing and updating for future expansions and modifications.

- C. The vendor shall have a control office at each circle head quarter and one corporate office at AJMER. All these office shall have an exclusive land line telephone to attend the AVVNL calls for intimating the name & address of consumers who asks to check their meter on request. These offices will remain open during all working hours. The vendor shall intimate the telephone number to AVVNL to communicate all information.
- D. The meter is to be tested at consumers running load, consumers maximum load and with minimum 1KW heater load. The performance of meter will be recorded at these different loads. The copy of meter testing reports to be furnished to concerned AEN(O&M) will be authenticated by printed test results obtained from meter testing equipments. The agency / contractor shall provide system generated or auto meter onsite test results (stored in the memory of ERSS / reference meter without human intervention ) along with meter test / inspection report to concerning AEN (O&M) without any lapse of fail otherwise the testing shall be considered incomplete and no payment shall be released against such incomplete checking.
- E. The inspection report to be filled-in at consumer premises shall have printed book no. & serial no. with logo of AVVNL & the agency. For the duplicate copy double sided carbon will be used by the agency. One copy of inspection report is to be handed over to consumer with printed meter testing results at site.
- F. The agency will retrieve complete meter data of defective single phase and three phase meters through HHT (where communication ports are available in meters), which are lying in various subdivision stores. The HHT will be provided by the NIGAM. However, in case HHTs are not available with Nigam, the contractor shall provide/use their own HHT and software of different meter manufacturers shall be provided by AE(MT), AVVNL, Ajmer to the contractor within three to five days from date of his requisition to AEN(MT). The retrieved data shall be submitted by AEn(O&M) alongwith meter test reports with analysis .Beside this the firm has to carry out the on site testing work as per point no. 'G' below
- G On Site Testing Of Whole Current Meters Installed At The Premises Of Various Consumers The above work under contract of on site testing of energy meters is to be carried out during contract period of two years, however, Nigam shall review same as per need and same can be extended for one more additional year with mutual consent.
4. **METER TESTING AT SITE:** To carry out testing/checking and sealing of Meters at site, installed at consumers premises and down loading of all other data i.e. Consumer identification (Consumer Account Number), Serial Number and Meter constant of Meter Under Test and Number of revolutions/pulses for which accuracy test is being carried out through portable meter testing equipment with printed meter testing results at site.

At present different make of Single Phase and Three Phase Electro-Mechanical and Electronic Meters are installed at consumers' premises. The testing equipment so used shall be capable of measuring the accuracy of the each make of meter under test.

Following data shall be collected in respect of each consumer to verify/validate and update Consumer database.

### **METER DETAILS:**

- a) Meter serial number
- b) Make of meter
- c) Meter constant
- d) Type (electronic/ electro-mechanical and Single Phase / Three Phase),

During testing the following parameters shall be checked and reported in the inspection report:

#### **Status of Service Lines :**

- (i) Armored / Un -armored cable.
- (ii) Over Head / Under Ground
- (iii) Physical Status of cables and any joints / Cuts in Service Lines.
- (iv) Whether Cable is directly terminating to main side of meter
- (v) Whether any switch or cut out is provided before entry to main side of meter box.

#### **Status of Meter Box:**

- (i) Whether meter is easily readable.
- (ii) Whether Meter box is provided or not.
- (iii) IF provided : physical Condition of Box.
- (iv) Seals provided or not .
- (v) Details of seals on meter box
- (vi) Whether Seals provided intact or tampered / broken / damaged.
- (vii) Whether Meter Box( With Meter ) installed inside room or out side (so that meter can be read even in absence of consumer )

#### **Status of Meter**

- (i) Meter body seals Terminal cover seals / stickers provided or not. If provided intact or not.
- (ii) Whether meter is broken / damaged / burnt.
- (iii) Status of Electro Mechanical counter / LCD display: Whether operational / functioning or not on different loads.

#### **Meter display parameters**

**Display parameter be filled in the checking sheet and any abnormalities / defect noticed be intimated specifically in test report.**

The agency / contractor shall provide system generated or auto meter onsite test results (stored in the memory of ERSS / reference meter without human intervention ) along with meter test / inspection report to concerning AEN (O&M) without any lapse of fail otherwise the testing shall be considered incomplete and no payment shall be released against such incomplete checking.

Here in after the standard format shall be referred to as “Test Report”. The agency is required to prepare three copies of “Test Report” as per Annexure-I duly signed by team in charge and will get the signature of the consumer or its representative and then deliver one copy to the consumer at site, second copy to the concerned Assistant Engineer (O&M) within 2 days for his record & third copy for agency’s record. The auto test results of tested meter shall also be submitted with the test reports.

Under this contract the agency has to carry out the following work/action at site as below.

- I. At consumer's premises, the site officer of the agency will produce his as well as his team members' identification card to the consumer or its representative.
- II. The site officer then will ask the consumer or its representative for the latest electricity bill for verification of consumer details.
- III. The team of the agency will physically inspect the installation status of consumer's service line i.e. whether overhead/underground, details of seals provided on meter or meter box and its condition and will record the findings in test report.
- IV. The team of the agency shall check the forwardness/Blinking of the meter under test on each phase on heater load (minimum 1 KW) and display parameters.
- V. After completing the above the agency measure the burden of the current ckt and voltage ckt. of meter under test. Then the agency will proceed for testing of meter for its accuracy on running and maximum load provided by the consumer.
- VI. The testing shall be done through sub-standard reference meter having class of accuracy of at least 0.5 class or better however the ERSS shall always be complying with requirement of Metering Regulation 2007 of RERC ( latest amended). The test results of meter shall be stored in the reference meter and at the end of day prints of all testing results shall be taken and furnished along-with the site inspection report to the concerned Sub division/consumer.
- VII. The agency will prepare the test report as per Annex- I in three copies duly signed by team in charge and will get the signature of the consumer or its representative and then deliver one copy to the consumer at site. The agency shall also furnish second copy to the concerned Assistant Engineer (O&M) within 2 days for his record & third copy for agency's record.
- VIII. In case the agency detects any abnormality cover under "Terms & conditions of Supply" regarding Malpractice, Improper, Unauthorized or Un- fair Consumption, Abstraction, Use or Drawl of Energy the agency shall inform the concerned Executive Engineer/ Assistant Engineer /Junior Engineer (O&M) and Vigilance Wing for preparing Joint Report as per norms before leaving the site.
- IX. For on demand testing of meter as desired by consumer, the agency has to carry out the testing within three days and the agency will clearly indicate on test report as per Annexure - I " ON CONSUMER DEMAND TESTING ". The intimation for on demand testing will be communicated to agency over telephone.
- X. For the meters found Defective/ Stop/ Burnt or Error beyond the class of accuracy of the meter, a separate database is to be created as per Annexure-II & III and submitted to the concerned Assistant Engineer (O&M) at XEN (O&M) within three days.
- XI. Cases like premises found locked or meter not accessible for testing or meter could not tested due to consumer intervention shall be brought to the notice separately to the concerned Assistant Engineer (O&M).
- XII. The agency shall ensure about the accuracy of data related to tested meter.
- XIII. Since the meter testing is a manual process and depends on the quality of men employed, the meter tester should be trained minimum ITI and qualified enough to operate/handle such equipments.
- XIV. There are so many push-fit types of meters are installed in AVVNL. For testing of such meters the voltage input to the reference sub standard meters shall be taken from the load side CUT-OUT/ MCCB/ SWITCH/ SOCKET. In any case no cable cut shall be allowed.
- XV. The agency shall ensure proper sealing of metering system after completion of testing. The agency shall further maintain records of both old & new seals till the

completion of contract. Once the contract is over, the same details shall be handed over to AVVNL in soft copies.

Note:- The agency (the successful bidder) shall commence the work within 30 days from the date of receipt of work order with providing the applications suitable for Windows and Android so that officers of AVVNL may view and monitor all the required output information and progress covered under subject tender on laptops and smart phones. The applications so developed shall be users friendly. It also includes development of a Dash Board and the information and output reports shall be updated on daily basis with reports, MIS information / as per requirement of AVVNL. The code and software shall be property of AVVNL. There shall be provision of making access to above information on web site at different level and rights with valid login and password including admin rights to the designated officers of AVVNL to create new user to define right to them . The Nigam shall have right to ask any other relevant information, from the available data and test reports , from agency throughout the currency of this tender and the agency shall have to provide all such information within 15 days from the date of such intimation without any extra charges.

## **5. TECHNICAL DETAILS OF METER TESTING EQUIPMENT:**

- 5.1 The agency shall have a portable testing equipment (Sub- Standard Reference Meter) of suitable rating having class of accuracy 0.5 or better however the ERSS shall always be complying with requirement of Metering Regulation 2007 of RERC ( latest amended) to test Single Phase and Three Phase Electro-Mechanical and Electronic meters at site, installed at consumers premises of Domestic Service (DS), Non-Domestic Service (NDS), Small Industrial Service (SIP), Bulk Supply Mixed Load (ML) having load 18.65 KW or below, Agriculture Service -Metered Supply (AG-METERED,if asked for specifically). This equipment should be got calibrated from any NABL accredited lab (The calibration certificate of equipment shall not be older than one year as on date of testing ) & the agency / contractor also have to maintain the status of NABL accreditation on site testing through out the currency and validity of the contract violating or failing which the order shall be cancelled with adverse action against the defaulter agency / contractor.
- 5.2 The testing equipment (Sub- Standard Reference Meter) should be capable of measuring the accuracy of the meter under test after entering the meter constant and number of pulses/revolution. After sensing the same number of pulses/ revolution of the meter under test by the optical scanner. The meter testing equipment should directly display the percentage error of the meter under test.
- 5.3 The testing equipment (Sub- Standard Reference Meter) shall have class of accuracy of at least 0.5 class or better however the ERSS shall always be complying with requirement of Metering Regulation 2007 of RERC ( latest amended) in the clamp on mode so that testing can be carried out on consumer load (Running & Maximum available) at site without disconnecting the consumer supply.
- 5.4 The testing equipment (Sub- Standard Reference Meter) should be capable of displaying the following parameters at the time of testing.  
Per Phase Voltage per Phase Current  
Power factor (Lag/Lead) Load in KW  
Energy measurement during the test period.  
Percentage error of the meter under test (slow/fast).

- 5.5 The testing equipment shall have the facility to input/enter the following information. *Consumer Account Number for minimum Eight alphanumeric character Meter Serial Number for minimum Eight alphanumeric character Meter Constant in revolution or pulses per KWh for minimum 5 digits.*
- 5.6 The testing equipment shall have Non-Volatile Memory (NVM). The NVM shall be capable to store minimum 100 (One Hundred) test results with the following parameters logged in along with the test results.  
 Consumer identification (Consumer Account Number) Serial Number of Meter Under Test  
 Meter constant of Meter Under Test  
 Number of revolutions/pulses for which accuracy test is being carried out.  
 Per Phase voltages  
 Per Phase currents  
 Power factor (Lag/Lead)  
 Load in KW  
 Energy measurement during the test period.  
 Percentage error of the meter under test (slow/fast).  
 The testing equipment shall store the test result on first in first out (FIFO) basis.
- 5.7 The test results as obtained and recorded in the Non-Volatile Memory (NVM) of the Meter Testing Equipment shall be provided to the AEN (O&M) AVVNL in hard copy with each testing sheet and in the form of the CD. The same shall be provided for all meters tested at site for verification of the work done. In the event of the premises locked/meter not accessible/consumer intervention the same shall be brought to the notice separately and the same shall not be considered in the quantity of meters tested (obviously no payment shall be released for such untested meters).
- 5.8 The agency shall also furnish the latest calibration certificate (not older than one year from the date of order) of the instruments/ equipment used for testing of the meters at site as covered in the work order, from any NABL Accredited Lab having valid accreditation for the calibration of those instruments/ equipments. The agency shall also get calibrated the testing instruments/ equipments (after completion of one year of previous calibration) from any NABL Accredited Lab having valid accreditation for the calibration of those instruments/ equipments and shall also furnish the calibration certificate. The calibration certificate should not in any case, be older than one year. The agency / contractor shall use only duly calibrated instrument / equipment throughout the currency of this work order without any fail / lapse. In case however, the agency fails to comply with the conditions as aforesaid, a certificate in writing of the concerning officers /representative of the AVVNL that the agency has failed to provide the facilities shall be conclusive.
- 5.9 The agency / contractor shall submit the draft assessment, wherever required and needed to respective AEN (O&M).
- 5.10 The AVVNL also reserves the right to get tested / calibrated the testing instruments/equipment used for the testing of the meters at site as covered in the work order, in any Recognized Government Lab/ NABL Accredited Lab and claiming any compensation or rejecting the instrument/equipment, if not found in accordance with the specification / requirement / standard. All charges consequent to such rejection and rectification shall be borne by the supplier.



**6. COMPLETION SCHEDULE:**

- i. The agency should start the work within 30 days from the date of receipt of work order for calculation of penalties / work completion period this date shall be recorded.
- ii. The work under contract shall be for two years initially, however Nigam shall review the same as per need and same can be extended for more additional year.

**7. SEALING ARRANGEMENT:-**

Where push fit boxes are not provided. After testing/ checking, Meter Terminal cover and/ or Meter Box shall be sealed by the agency with the following: -

**POLY CARBONATE SEALS:** -Poly carbonate seals as per the specification of AVVNL (The specification of seals shall be provided to successful bidder) is to be supplied and provided by the agency after approval from Superintending Engineer (M&P), AVVNL, AJMER. This seal to be used to seal the terminal cover and meter box.

**PAPER STICKER:-** Besides PC seal as above, one paper sticker seal shall also be affixed to seal the meter box after testing. The date of testing shall be mentioned on sticker seal to identify when the meter was lastly tested.

Where Push fit type meter boxes are provided

The agency will never open push fit type boxes. One paper sticker seal shall be affixed to seal the meter box after testing. The date of testing shall be mentioned on sticker seal to identify when the meter was lastly tested.

**NOTE-** The polycarbonate and paper sticker seal shall have monogram of the agency as well as of AVVNL and same shall have to be get approved from SE (M&P), AVVNL, Ajmer, by agency before commencement of work but within 15 days from date of work order. The delay, if any, shall be on account of agency.

AVVNL reserves the right to ask the agency to provide the seals in addition of above sealing arrangements, which then will be supplied by the AVVNL.

**8. OUT PUT REPORTS:**

A. Sub-Division wise detailed output reports:

Part-1

S. NO	Detail of Report	Annex No.	Frequency of reporting
1	Inspection Report/ testing with meter test results	I	To consumer-at site To AEN (O&M)-2 days
2	Status of defective meters.	II	To AEN (O&M)-3 days
3	Consumer Data Base	III	To AEN (O&M) Monthly by 7 <sup>th</sup> in next month

The meter is to be tested at consumers running load, consumers maximum load and with minimum 1KW heater load. The performance of meter will be recorded at these different loads. The copy of meter testing reports to be furnished to concerned AEN(O&M) will be authenticated by printed test results obtained from meter testing equipments. The bidder may note that there is push fit type of meter installed at some of the consumer. Such meter have no provision of resealing i.e. the seals can't be broken. The vendor shall have appropriate arrangement to test such type of meters.

Agency shall furnish one hard copy and one soft copy of meter test results and electrical parameters as recorded in the Non-Volatile Memory (NVM) of the Meter Testing Equipment at site to the concerned AEN (O&M).

Agency shall also furnish one hard copy and one soft copy of above output report to concerned Circle SE (O&M) and XEN (O&M) monthly by 7<sup>th</sup> in next month.

The inspection report to be filled-in at consumer premises shall have printed book no. & serial no. with logo of AVVNL & the agency. For the duplicate copy double sided carbon will be used by the agency.

**B. Circle Summary reports (On Division & Sub. Div. basis for each circle) :**

**Part-2**

<b>S. NO</b>	<b>Detail of Report</b>	<b>Annex No.</b>	<b>Frequency of reporting*</b>
1	Status of category wise testing of meters (S/D& DIV. Basis)	IV	Monthly by 7 <sup>th</sup> in next month
2	Status of category wise testing of meters (Circle. Basis)	V	Monthly by 7 <sup>th</sup> in next month

\* Agency shall furnish above output reports of each circle by 7<sup>th</sup> in the next month. Agency shall also furnish the above output reports to the following officers.

- (i) One hard copy and one soft copy to concerned Circle SE (O&M).
- (ii) One hard copy and one soft copy to concerned XEN (O&M) and AEN (O&M).
- (iii) One hard and one soft copy of summary to the concerned CEs, AVVNL, AJMER for all assigned circles
- (iv) One hard and one soft copy of summary to SE (M&P) & SE (TW) for all assigned circles.

The formats of aforesaid output reports appended at Annexure I to V however AVVNL reserves the right to modify / alter the same or may ask the Agency to furnish the additional reports at any time during the contract period based upon the input data. The AVVNL shall reserves the right to ask agency to upload test reports, MIS information / output reports with AVVNL web site for sake of information and transparency for which no additional payment shall be allowed to the agency.

**9. BASIC REQUIREMENTS FOR BIDDERS:**

The bidder must possess the minimum qualification requirement to participate in the bid as per Section -IV Part-1 of this specification failing which their price bid shall not be opened.

**10. CONSORTIUM / JOINT Venture:**

Bidder may form the consortium (Not with Meter Manufacturer.). The consortium & Joint Venture is similar word for the purpose of this bid. The bidder may form consortium or JV as per provisions laid down as per Section -IV Part-1 of this specification.

**11. QUALIFICATION CRITERIA:**

Qualification will be assessed upon meeting all the minimum criteria regarding the applicant's general and particular experience, personnel capabilities, infrastructure availability financial position, system proposed, methodology and plans to be adopted as detailed in the Section -IV Part-1 of the specification. These qualifications possessed by the collaborators or associates of the Bidder are also acceptable, provided an agreement between the Bidder and such collaborator or associate exists or entered into. AVVNL reserves the right to waive deviations, if they do not materially affect the capability of an applicant.

THE OFFERS OF BIDDERS NOT SATISFYING THE ABOVE REQUIREMENTS" SHALL BE REJECTED.

**12. PERSONNEL CAPABILITIES:**

The agency shall ensure that employed personnel are trained and experienced for execution of the contract, so that all activities are carried out in a highly professional and sound managerial manner. As such as possible the agency shall not change the office in charge / nodal officer, frequently.

The bidder shall furnish documents regarding the qualification of the key personnel proposed to be employed by him.

The qualification for such personnel shall not be less than the following:

Person In charge: Graduate in Electrical / Electronic Engineering/Diploma in Electrical Engineering with 5 years experience in meter testing.

Other Personnel: ITI / Diploma in Engineering etc. with relevant experience.

AVVNL reserves the right to verify the above at any time.

**13. INFRASTRUCTURE AVAILABILITY:**

The bidder should confirm that he will own or have assured access to (through hire, lease, purchase agreement or other measurements) sufficient number of equipments of adequate technology for smooth & speedy execution of all activities of the proposed work. The bidder should spell out the infrastructure facilities he shall provide for the proposed job. The vendor shall have a control office at each circle head quarter and one corporate office at AJMER. All these office shall have a exclusive land line telephone to attend the AVVNL calls

for intimating the name & address of consumers who asks to check their meter on request. These offices will remain open during all working hours.

The agency will submit a monthly schedule for total assigned work indicating

number of teams and testing equipments circle wise.

14. **FINANCIAL CAPABILITY:**

The bidder must demonstrate that he has access to or have available required funding at credit or other financial means sufficient to meet the cash now needed in addition to bidder's commitment to other ventures. The cash flow needed shall be assessed by the bidder and indicated in Section IV Part 1 of this bid document.

15. **AVVNL's SCOPE:**

To make available the existing consumers database and details of meters installed.

16. **STANDARDS OF PERFORMANCE:**

The agency shall manage the system in an efficient manner according to the highest standards. The standards of performance, particularly for the following parameters shall be worked out by the Agency:

Verification/validation and updating of consumers database & maintenance of database regularly including related data

Proportion of satisfactory testing of meters out of total targeted meters installed at site.

Proportion of satisfactory and in time emergency testing of meters on request of AVVNL out of total such emergency testing at site.

Generation of test results at site and preparation of output reports to enable supervision and monitoring of status and performance of the meters installed at consumers premises.

17. **RECORDS MAINTENANCE:**

The agency shall maintain such records as are required for the purpose of verification of the same, if required, for a period six months after the completion of the contract.

18. **MONITORING:**

The Agency shall submit the out put. The AVVNL shall reserve the right to revise the desired information or may ask for additional information as per requirement. Permit AVVNL access to meter testing records and the related documents. Make available its management at all reasonable times to discuss with AVVNL the operations of the agreements and related matters.

## **QUALIFICATION REQUIREMENT**

### **1. INTRODUCTION**

This part covers the minimum requirement w.r.t. experience, capability and other particulars of the bidder to be considered eligible for participation in the bid for proposed work. The bidder shall become eligible to bid on satisfying the following “Bid Qualifying Requirements” and on production of the required documentary evidence along with the tender.

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

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

<b>S . No.</b>	<b>Qualifying Criteria</b>	<b>Supporting Documents Required</b>
1.	Proposals shall be submitted by an individual Bidder or through consortium of upto two firms.	Self-Declaration/ Consortium undertaking
2.	<p>Company/Firm should be registered under the Companies Act 1956/2013 or a Partnership firm including limited liability partnership (L.L.P.) registered under Partnership Act 1932/2008 or a Proprietor firms or society registered under societies act or by consortium of maximum 2 such entities.</p> <p style="text-align: center;">Or</p> <p>Registered with MSMED (for nature of work) situated in Rajasthan classified under section 7 (1) of MSME Development Act 2006 subject to fulfillment of qualifying requirement for turnover and work experience.</p> <p>However, the meter manufacturer company and their subsidiary company shall not bid for this activity as AVVNL intends to test/ check the meter performance through agencies other than meter manufacturers</p>	Self-attested copy of Company's/ Firms' Incorporation/ Society/ MSME. Registration Certificate.

3.	<p>The bidder should have experience to execute the works defined here under for minimum 5,000 consumer meters at site within last three financial years in any Electric Supply Utility in India.</p> <p>I. At site testing of single phase whole current meters.</p> <p>II. At site testing of three phase Whole current meters.</p> <p>III. Preparation of assessment against the performance of tested meters found beyond permissible limits.</p>	Self certified valid work order copies and completion certificate by work awarding utility.
4.	<p>The Bidder should possess class “A” Electrical license issued by Electrical Inspectorate of any state Govt. or Central Govt. of India and is a qualified contractor who regularly undertakes the projects of the type specified and has adequate technical knowledge and practical experience. If the bidder owns a license other than Rajasthan state, then he will have to obtain it within one month from Electrical Inspectorate of Govt. of Rajasthan before commencement of the work in case he is selected for award failing which the contract awarded is likely to be cancelled.</p> <p>An undertaking to this effect is to be furnished along with bid.</p> <p>The registration should be valid from the date of start of the work and shall remain valid up to 30 days from the date of completion of contract period.</p>	<p>Self Attested copy of registration certificate issued by Electrical Inspectorate or any other authorized agency of the state.</p> <p>Undertaking to register as class “A” contractor in the state of Rajasthan NJSP of Rs 500/-</p>
5.	Annual turnover of the firm should not be less than Rs. 05 (five) Crores in each for last three financial years.	<p>I. Audited Accounts of last three financial years (2016-17, 17-18, 18-19).</p> <p><b>II. Certificate issued by CA stating annual turnover with UDIN No.</b></p>
6.	The Bidder should have the required hardware / software tools for carrying out the service. Bidder shall have a brief write-up on the facility and the quantity of testing equipments i.e. Hardware tools, available	List of equipment with details.

	with them. The bidder shall submit the list of such equipments including CMRI, ERSS, etc. to be used along with the bid	
7.	The Bidder must have necessary trained and experienced staff to carry out this project. Bidder shall provide details of experience of their personnel, who are likely to be involved in this project	Self certified Resume of personnel to be involved in this project.
8.	The Bidder should possess a valid NABL accreditation in the field of electrical testing/calibration <b>for energy meters at site.</b>	Valid NABL scope
9.	The Bidder should possess ISO 9001:2000 certificate or higher. (Lead Member in case of Consortium)	Valid ISO Certificate
10.	The Bidder ( along with lead partner and all partner in case of consortium or JV) who has failed to execute the work orders of the AVVNL earlier or black listed /Debarred/sever of Business Relationship by AVVNL/ any of state government/ central government central or state Govt. undertaking/ Utilities/ private organization etc on the date bid submission shall not eligible to participate in this tender. Self declaration on appropriate not-judicial stamp paper duly notarized for the same needs to be submitted along with Bid offer.	Self-declaration for no blacklisting on appropriate non-judicial stamp paper duly notarized.
11.	Labour license or undertaking if required	

- a. In support of the Execution of works, the bidder is required to furnish a list of specified works executed during last three financial years in the prescribed format given at Schedule-6(B), duly supported by the following documents duly attested in respect of each work executed:-
  - i. The copies of the relevant detailed work orders.
  - ii. The 'G' Schedule / reports indicating various activities of works executed.
  - iii. Satisfactorily work completion certificate issued by concerned officer not below the rank of Executive Engineer or equivalent in case of Govt. utilities.
- b. In case of Joint Venture the Bid is to be evaluated by combination of various purchase orders /G-schedules/work completion certificate related to individual partners.

- c. As a part of technical evaluation, the Bidder shall be required to demonstrate the testing procedures for at least three makes of meters and the Bidder may be called upon to demonstrate the methodology to Technical Evaluation Committee.
- d. The meter manufacturer company and their subsidiary company shall not bid for this activity as AVVNL intends to test / check the meter performance through agencies other than meter manufacturers.
- e. The Bidder should not have been disqualified from any other Discom for technical incompetence or any violation of code of conduct.
- f. The bidder is required to furnish the year wise turn over figure of last three financial years duly certified by a registered practicing Chartered Accountant & duly supported by certified annual reports (balance sheets, Profit & Loss A/C etc.) alongwith UDIN No.

### **3. CONSORTIUM**

Bidder may form the consortium (Not with Meter Manufacturer). (The consortium & Joint Venture is similar word for the purpose of this bid).

Bids could also be submitted by a joint venture of two firms as partners and shall comply with the following requirements: -

- (i) The bid may be signed by the lead partner of the Joint Venture and in case of successful bidder the form of Joint Venture agreement shall be signed by all the partners, so as to be legally binding on all the partners.
- (ii) One of the partners shall be nominated as being partner in charge (lead partner) and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- (iii) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partner of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge (lead partner).
- (iv) BID SECURITY, and Performance Guarantee of a Joint Venture be in the name of lead partner or in the name of Joint Venture submitting the bid.
- (v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under (ii) above as well as in the form of bid and the form of agreement (in the case of a successful bid).
- (vi) In the event of any default by any partner/partners of Joint Venture, the other partner/partners shall accept the liability and execute the contract in full.
- (vii) Responsibilities in respect of execution of tendered work by the partner in charge (lead partner) as well as of each Joint Venture partner shall be clearly indicated in the JV agreement.
- (viii) The Joint Venture agreement shall not be cancelled or amended unilaterally. Without consent of the purchaser/AVVNL and a statement to this effect should appear in the JV agreement.



- (ix) A copy of the JV agreement entered into by the Joint Venture partners and registered at Ajmer shall be submitted with the bid; Alternatively a letter of intent to execute a JV agreement in the event of a successful bid shall be signed by all partners and submitted with the bid together with a copy of proposed agreement. The JV agreement shall be required to be registered as per law in force of Rajasthan-India before signing of contract in all cases.
- (x) The partner in charge (lead partner) should be responsible for execution of the total requirement. The other partners are also responsible for execution of total requirement. In order for a Joint Venture or consortium to qualify, all partners (combination) must meet the qualification in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.
- (xi) A firm can submit only one bid in the same bidding process, either individually as a bidder or as a partner of a Joint Venture. A bidder who submits or participates in more than one bid will cause all the bids in which the bidder has participated to be disqualified.
- (xii) Bids from agents are not acceptable in the case of Joint Venture and such bids will be treated as non-responsive.
- (xiii) The Joint Venture should furnish the relevant information and documents as specified under clause-1&2 above and should satisfy the various requirements stated in other clauses also.

THE OFFERS OF THE BIDDER NOT SATISFYING THE ABOVE "BID QUALIFICATION REQUIREMENTS" SHALL BE REJECTED.

#### **4. QUALIFICATION CRITERIA**

Qualification will be assessed upon meeting all the minimum criteria regarding the applicant's general and particular experience, personnel capabilities, infrastructure availability, financial position, system proposed, methodology and plans to be adopted as detailed in the Bidder's response to **Schedule-1**. These qualifications possessed by the collaborators or associates of the Bidder are not acceptable. Merely on the basis of qualifying the requirements does not mean that the Bidder is shortlisted / qualified for opening of financial offer.

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

#### **5. PERSONNEL CAPABILITIES**

The agency shall ensure that employed personnel are trained and experienced for execution of the contract, so that all activities are carried out in a highly professional and sound managerial manner. As such as possible the agency shall not change the officer In charge / nodal officer, frequently.

The Bidder shall furnish documents regarding the qualification of the key personnel proposed to be employed by him.

The qualification for such personnel shall not be less than the following:

- Person In charge: Graduate / Diploma in Electrical / Electronic Engineering with relevant experience.
- Other Personnel: Diploma in Engineering /ITI (wireman/electrical) etc. with relevant experience.

AVVNL reserves the right to verify the above at any time.

**6. INFRASTRUCTURE AVAILABILITY**

The Bidder should confirm that he will own or have assured access to (through hire, lease, purchase agreement or other measurements) sufficient number of equipments of adequate technology for smooth and speedy execution of all activities of the proposed work. The Bidder should spell out the infrastructure facilities he shall provide for the proposed job.

The above stated requirements are a minimum and the Nigam reserves the right to request for any additional requirement and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Nigam, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the works.

Notwithstanding anything stated above, the Nigam reserves the right to assess the capacity and capability of the Bidder to execute the work, should the circumstances warrant such assessment in the overall interest of the Nigam.

**AJMER VIDYUT VITRAN NIGAM LIMITED**  
**QUALIFICATION DETAILS / BID PROPOSAL**

**The Superintending Engineer (TW),  
Ajmer Vidyut Vitran Nigam Limited,  
Vidyut Bhawan, Panchsheel Nagar, Makarwali Road,  
Ajmer- 305004.**

**SUB:- OFFER FOR ENGAGEMENT OF AGENCY FOR TESTING AND SEALING OF SINGLE PHASE AND THREE PHASE ELECTROMECHANICAL AND ELECTRONIC METERS AT SITE, DATA COLLECTION, GENERATION OF TEST RESULTS AND RELATED INFORMATION FOR AVVNL AGAINST YOUR TENDER NO. AJD/ SE/ TW- TN-394.**

**Dear Sir,**

We have procured the bid documents for subject cited work against your AJD/ SE/TW-TN-394 We are submitting our proposals in duplicate each with complete set of enclosures. The details asked for are being furnished in accordance with the following:

**GENERAL PROFILE OF THE BIDDER:**

S.No.	DETAILS	RESPONSES
1.	NAME & COMMUNICATION DETAILS	
A	Full legal name of the firm	
B	Year of establishment	
C	Registered Office Address.	
D	Address for Correspondence.	
E	Telegraphic Address.	
F	Telephone No.	
G	E-Mail Address.	
H	Fax Number.	
I	Authorized person (s) to be contacted.	
J	Names and Addresses of the Proprietors/ Partners/ Consortium Members.	

K	Type of the firm Private limited/ Public limited/Government sector	
L	Whether registered under companies act or any other act	
M	Registration No & Date	
2.	<b>ORGANIZATIONAL CAPABILITIES</b>	
A	Field organization and resources to be deployed for the proposed job	Kindly provide chart in separate sheet
B	Personnel capabilities (name, qualification, experiences, association with firm and competence of the key personnel's / professionals staff to be deployed for the assignment)	Kindly provide in separate sheet
C	Details of the consultants if employed for the proposed job	
D	Details of infrastructure to be deployed	Kindly attach separate sheet
3.	<b>COLLABORATION DETAILS</b>	
A	Details of collaboration or consortium arrangement envisaged, if any, with a copy of agreement.	
B	Name & address of Collaborators, Licensers or Consortium or consortium Member	
C	Period of collaboration envisaged	
D	Details of involvement and responsibility of Collaborator or consortium member	
4.	<b>FINANCIAL DETAILS</b>	
A	Turnover FY 16 -17 in INR	
B	Turnover FY 17-18 in INR	
C	Turnover FY 18-19 in INR	
Enclose copies of Audited Balance Sheet and Profit and loss accounts for the past three years.		
5.	<b>EXPERIENCE</b>	

A.	Give detailed write-up on experience in testing, sealing of single phase and three phase electro-mechanical and electronic meters at site, installed at consumer's premises. Verification/ validation and updating of consumer database and maintenance of database regularly including related data collection. Generation of test results and relevant information.	Kindly attach separate sheet and write name of the clients here
A2.	Mention size and type of the consumer network Indicate the number of different type of consumers of Domestic Service (DS), Non-Domestic Service (NDS), Small Industrial Service (SIP), Bulk Supply Mixed Load (ML), Agriculture Service – Metered Supply (AG-METERED) and other. Enclose copies of order so executed/orders in hand	
6.	<b>METHODOLOGY</b>	
A	A write-up on the methodology to be adopted for the proposed work	Kindly attach separate sheet
B	List of meter testing equipments and other instruments along with technical specification to be deployed for the proposed work	Kindly attach separate sheet
C	Number and Qualification of the personnel's to be deployed for the proposed work	
D	Details and formats for generation of various output reports to be furnished to AVVNL on regular interval.	
7.	<b>GUARANTEED PERFORMANCE</b>	
A	Verification/validation and updating of consumer database & maintenance of database regularly including related data	
B	Proportion of satisfactory testing of meters out of total targeted meters installed at site.	
C	Proportion of satisfactory and in time emergency testing of meters on request of AVVNL out of total such emergency testing at site.	
D	Generation of test results at site and preparation of output reports to enable supervision and monitoring of status and performance of the meters installed at consumers premises.	

8.	OTHER DETAILS	
A.1	Whether application has been made to any other state/undertaking for similar venture	Yes / No
A.2	If yes, Name and details of the venture. Total Resources involved, Mode of raising finance current status of the venture	
B	Any other information bidder may like to highlight	
C	Details of the Inputs desired from AVVNL	
D	Whether vender is approved for site testing and having accreditation for same from NABL.	
9	Validity: 90 Days from date of opening technical bid.	

1. The prices as mentioned in schedule of Prices/Rates being furnished in separate envelope under the cover "PRICE BID", are on FIRM basis in all respect.
2. The prices quoted are valid for a period of 90days from the date of opening of "techno- bids".
3. The quoted /agreed prices are inclusive of all the statutory DUTY/CESS/TAXES etc. as applicable at the time of opening of the bid, such as following charges:
  - (a) GST, freight & Insurance charges, etc.
  - (b) Services Charges for labour / meter testing work.
  - (c) Other taxes/ levies/duties/ charges what- so- ever, if any.
4. We hereby certify that the quoted/agreed prices are inclusive of all tax / duty & other local duties and taxes applicable at the place of manufacturer and / or tenderer on the date of opening of bids and shall not be charged extra.
5. Any statutory variation in existing rates of taxes/duties/levies/charges during contracted completion period shall be to Nigam's account. However, for claiming any such statutory variation, the contractor is required to furnish the documentary evidence/proof in support of the same for scrutiny and approval. Any downward variation in above rates of taxes/duties/levies shall have to be passed on to the Nigam.
6. It is noted that the quantum of work as mentioned in the specification are tentative and we agree to execute any quantum of work as per your requirement , in any area of AVVNL.
7. We have noted the standard terms of payment and undertake to abide by be same.
8. We also note that conditional offers are likely to be rejected.
9. We confirm that we agree to adhere to all the commercial terms & conditions as well as the technical stipulation of your specification and there is no

deviation. Such acceptance has also been confirmed in prescribed schedule enclosed herewith.

10. We confirm that we are qualified for bidding in terms of Qualification Requirements specified in the bidding documents and have submitted the requisite qualification Certificate & data/ documents with the bid.
11. A formal contract is prepared and executed, this together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
12. We certify that, we (along with all partners in case of JV and consortium) are not a black listed firm by AVVNL/JVVNL/JDVVNL not imposed with any severment of business relationship by any of the office of the AVVNL.
13. We understand that you are not bound to accept the lowest or any bid you may receive.
14. The work as specified shall strictly be in accordance with time frame as given in the technical specification. In case we fail to complete the work as indicated in therein we shall pay penalty as per "PENALTY ON DELAY IN COMPLETION OF WORK" clause of the specification.
15. We understand that price quoted by us are "FIRM" and no price variation will be allowed
16. We also understand that the Nigam reserves the right to reject any bid or all the bids without assigning any reason thereof.
17. We agree to abide by all the conditions governing the bids and decisions of the AVVNL.

Note: - We understand the all qualifying requirements as per Section -IV, part 1 of this specification and are enclosing all related documentary proof and supporting documents in support of each qualifying requirement.

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

Encl: Schedules and Annexures duly filled in

Place:

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

Date:

Designation: \_\_\_\_\_

Signature:

\_\_\_\_\_ [Authorized  
Signatory]

Seal / common seal

**AJMER VIDYUAT VITRAN NIGAM LIMITED**  
**SECTION – IV - PART – 2**  
**Bill of Quantities**

(Not to be filled here)  
(Financial offer has to be furnished in BOQ excel file)

**NOTE: BIDDER IS REQUIRED TO READ CAREFULLY THE FOLLOWING BEFOREQUOTING THE PRICES**

- i. The format enclosed herewith is to be used to quote the price. No other format shall be used.
- ii. The price bid in the other formats may be rejected.
- iii. No cover letter is required to be enclosed with the price bid.
- iv. The quoted prices are inclusive of applicable tax/GST any statutory variation and imposing new tax by government shall be on Discom account.
- v. Price schedule is for reference purpose only. Bidder has to quote the price in BOQ.xls only.

Please do not fill the prices here.

<b>Sr. NO.</b>	<b>Particular of activity</b>	<b>Quoted rate</b>
1.	Testing and Sealing of single phase current meters installed at site in different areas of Ajmer Discom	
2.	Testing and Sealing of three phase whole current meters installed at consumer's site in different areas of Ajmer Discom	

**CLARIFICATION REGARDING BID PRICE SCHEDULE:**

**The bidder will furnish the type of each tax clearly, as per the prevailing rate on the bid date in compliance document of financial offer. Any statutory variation and imposing new tax by government subsequently during the currency of contract shall be on AVVNL account.**



**SCHEDULE-3**

**Commercial Terms & Conditions**

Bidder's Name & Address:

To  
The Superintending Engineer (TW),  
AJMER Vidyut Vitran Nigam Limited,  
Vidyut Bhawan, Panchsheel Nagar,  
Makarwali Road,  
AJMER – 305004

---

Dear Sirs,

Sub : Confirmation for “No Deviation” in Commercial terms & conditions of package No. AJD/ SE/ TW/ TN-394

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

Date :

Place :

(Signature).....

(Name).....

(Designation).....

(Common Seal).....

**Technical Terms & Conditions**

Bidder's Name & Address :

To

The Superintending Engineer (TW),  
AJMER Vidyut Vitran Nigam Limited,  
Vidyut Bhawan, Panchsheel Nagar,  
Makarwali Road,  
AJMER – 305004

Dear Sirs,

Sub :- Confirmation for “No Deviation” in Technical terms & conditions of package No. AJD/ SE/ TW/ TN-394

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

We also confirm that tendered material shall be procured from vendors approved by AVVNL and shall be conforming to various requirements of relevant ISS/Specification/orders and as per design and drawing approved by the Nigam.

Date : (Signature) .....

Place : (Name).....  
(Designation) .....  
(Common Seal).....

**SCHEDULE-5**

**DELIVERY/COMPLETION SCHEDULE (AJD/ SE/ TW/ TN-394)**

NAME OF TENDERER \_\_\_\_\_

We hereby quote that we will start the work as per specification within 30 days from the date of receipt of work order to us and we will complete on site testing of single phase and three phase meters, circle wise, @ 25% per half yearly as per spec.

**Signature of Tenderer in full**

**Rubber Seal  
(Name in full and designation)**

**AJMER VIDYUAT VITRAN NIGAM LIMITED**

**SCHEDULE :VA**

**SCHEDULE OF DEVIATIONS (AJD/ SE/ TW/ TN-394)**

**TECHNICAL DEVIATIONS**

<b>S. No.</b>	<b>AVVNL'S SPECIFICATION SECTION NO</b>	<b>REFERENCE CLAUSE NO.</b>	<b>DEVIATION SOUGHT BY THE BIDDER</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Certified that we agree to all tech. specification of the NIT except for the deviation to the extent indicated above.

Name \_\_\_\_\_

Authorized signatory.

**AJMER VIDYUAT VITRAN NIGAM LIMITED**

**SCHEDULE :VB**

**COMMERCIAL DEVIATIONS (AJD/ SE/ TW/ TN-394)**

<b>S. N.</b>	<b>AVVNL'S SPECIFICATION SECTION NO.</b>	<b>REFERENCE CLAUSE NO.</b>	<b>DEVIATION SOUGHT BY THE BIDDER</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Certified that we agree to all the commercial terms & condition as laid down in General condition of contract to the specification except for the deviation to the extent indicated above.

Name \_\_\_\_\_

Authorized signatory.

Qualification Requirements  
(Tender No. AJD/ SE/ TW/ TN-394)

Details of Turnover during last three financial years (2016-17, 2017-18 & 2018-19)

Bidder's Name & Address:

To  
The Superintending Engineer (TW)  
Ajmer Vidyut Vitran Nigam Limited  
Vidyut Bhawan, Panchsheel Nagar, Makarwali Road,  
Ajmer- 305004..

Dear Sirs,

We hereby declare that we are qualified for bidding in reference to “Qualification Requirements” indicated in Sec.III of the bidding documents as per details given here under:

S.No	PARTICULARS	DETAILS	
1	Turn Over	( In Crores of Rs. only)	
		FY 2016-17	
		FY 2017-18	
		FY 2018-19	
2	Net Profit After Int. & Dep.	( In Crores of Rs. only)	
		FY 2016-17	
		FY 2017-18	
		FY 2018-19	
3	Corporate/ Income Tax Paid	( In Lacs of Rs. only)	
		FY 2016-17	
		FY 2017-18	
		FY 2018-19	

and submitting the following certificate(s) /documents in support of the above: -

1. Copy of Valid Contractor License.
2. Copy of registration with Ajmer-Discom, if registered.
3. Copies of Audited Balance Sheet pertaining to last three years
4. Furnishing of a certificate issued by a registered /practicing Chartered Accountant certifying of specified qualification requirements is essential. The name, stamp and the registration no. of the Chartered Accountant are necessary of the certificate alongwith UDIN No.

Place:

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

Date:

Designation: \_\_\_\_\_

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

**Qualification Requirements**

(Tender No. AJD/ SE/ TW/ TN-394)

**Details of Works Executed during last three financial years (2016-17, 2017-18 & 2018-19)**

Order Awarding Authority	Description of Work	Work order		Stipulated completion	Date of commencement	Date of actual completion	No of meters onsite tested (as per completion certificate) during last FY 2016-17, 2017-18 & 2018-19)				After 31.3.19/ balance	Remarks
		No.& Date	No of whole current meters for onsite testing				2016-17	2017-18	2018-19	Total		
<b>TOTAL:</b>												

Note:

- Copy of each work order, G-schedule & completion report be enclosed.
- Completion report must be certified by a competent technical officer only, as per cl. No. 1 (c) (iii) of Qualification Requirement and should also be duly attested by Notary Public.
- Furnishing of the completion report of each of work executed specially indicating the amount thereof, is essential as the qualification of the bidder shall be determined on this basis. The Work experience shall not be counted on account of non-furnishing of such documents.

(Signature) .....

Date :

Place :

(Name).....

(Designation) .....

(Common Seal).....

**List of Past Experience**

Bidder's Name & Address :

To,  
The Superintending Engineer (TW),  
Ajmer Vidyut Vitran Nigam Limited,  
Vidyut Bhawan, Panchsheel Nagar,  
Makarwali Road,  
AJMER – 305004

Dear Sirs,

We have completed /executed the work orders Turn key packages Labour contracts required as per spec under TN-394 successfully as per details given hereunder:-

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

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

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

Date :

(Signature).....

Place :

(Name).....

(Designation).....

(Common Seal).....



**LIST OF EQUIPMENTS AND TECHNICAL HANDS**

Bidder's Name & Address :

To,  
The Superintending Engineer (TW),  
Ajmer Vidyut Vitran Nigam Limited,  
Vidyut Bhawan, Panchsheel Nagar,  
Makarwali Road,  
AJMER – 305004

Dear Sirs,

We hereby declare that we have sufficient men & machinery for successful execution of work against this tender enquiry, the details of which are given as under:-

-----

-----

Note: The details of manufactures from whom the required material conforming to requirement of ISS/ specification shall be bought ,are also to be indicated. Attested copies of calibration certificates by NABL accredited lab for equipment/instruments (wherever applicable) shall be submitted with bid. Copy of qualification certificates of officers, technical personnel required as per spec shall be enclosed.

Date :

(Signature).....

Place :

(Name).....

(Designation).....

(Common Seal).....

**ANNEXURE I.**

(Draft/specimen format/ shall be revised by AVVNL as per need)

**Inspection Report for Checking/ Testing of DS/ NDS/SIP/ ML/AG(metered)**

Connection

Page No.

Book No.

Name of Consumer & Address-----  
-----

1. A/c No./ Service No. -----

2. Category -----

3. S. Load /Connected Load-----

4. Name of O&M Sub-Div/Div/Circle-----

5 Reason of Testing consumer complaint / department requirement

6 Status of Service Line : Armored / un armored OH/UG

7 Whether Any Joint in Service Line  
(on main side from pole to meter terminal) Yes/ No

8 Meter box Provided Yes/ No

9 Meter Terminal Cover Provided Yes/ No

10 Details of Meter

(a) Meter Installed

Make		Type(Ele/Mech/ LCD)			Date in meter
S.No		Revolution/puls e			
Amp.		3-Ph/1-Ph			Time in meter
Volt		Reading (KWH)			

(b) Details of Reference Meter used

Sr No.		Calibration Details	
Make			
Class		Calibration Validity	

11. Meter Performance:

(a).Meter forwardness Checked with heater:

R-element	Y-element	B-element

(b) Meter Performance Checked with standard meter testing equipment and found as under:

Load in KW	Electrical Parameters								(% )Error
	V1	V2	V3	I <sub>1</sub>	I <sub>2</sub>	I <sub>3</sub>	pF	L	
Running Load									
Maximum Load									

(C) Meter Burden in VA

Current Circuit			Voltage Circuit		
R	Y	B	R	Y	B

12.Details of seals provided before (including status) & after inspection

Particulars	Before test/Inspection	After test/Inspection
Meter body seal Meter Terminal seal Box seal		

13.Action suggested-----

14.Remarks: -----

-----

-----

Signature of Consumer/

Signature of tester.

Signature of team incharge.

/his representative in

Support of above testing -----

-----

**CONSUMER DATA BASE**

**Annexure : II**

Report : MDB

Reporting Month:

Name of Circle

Name of Div. :

Name of Sub-

Sr. No	Name of Consumer	A/c No	Category	Sanction load	Service line ( OH / UG)	Meter Type (E / M).	Meter (SP / PP)	Meter Sr. No.	Status of meter (Working Stop / Burnt / Defective)	If working % Error of meter	Status of Meter seals		Status of meter box and sealing details			Status of meter box and sealing details			
											No.	Condition OK / Br / Mr	Box (Y/ N)	Existing Seal	New seal no.	T. C. (Y/ N)	Existing Seal		New seal no
												No	Condition OK / Br / Mr			No	Condition OK / Br / Mr		

Note:

- (iv) OH- Overhead & UG underground
- (v) E- Electronic & M – Electromechanical meter
- (vi) SP- Single Phase & PP- Poly Phase
- (vii) Y- Yes & N- No.
- (viii) OK- OK, Br. Broken & MS- Missing.

## STATUS OF DEFECTIVE METER

**Report – A1**

**ANNEXURE : III**

Reporting Month :

Name of Circle :

Name of Div

Name of Sub- Div :

Sr. No.	Name of Consumer	A/C no,	Category	Sanction Load	Meter Type (E/M)	Meter (SP/PP)	Meter Sr. No.	Status of Defective Meter			Assessment (Rs) to be filled by agency	Realization(Rs) to be given by AVVNL
								Stop / Burnt / Def./ Erroneous	If erroneous then % error			
									Running Load	Maximum Load		

Note:

- (i) E- Electronic & M- Electromechanical meter.
- (ii) SP- Single Phase & PP- Poly phase

**STATUS OF CATEGORY WISE TESTING OF METERS (SUBDIVISION/DIVISION BASIS)**

**ANNEXURE - IV**

Report - A2

Reporting Month

Name of Circle :

Name of Division:

Sr. No	Name of SUB Division	DS Category				NDS Category				SIP Category				Ag. Category		Metered		Mixed Category		Load	
		Checked		Defective		Checked		Defective		Checked		Defective		Checked		Defective		Checked		Defective	
		E	M	E	M	E	M	E	M	E	M	E	M	E	M	E	M	E	M	E	M

Note:

- (i) Defective meter includes: Stop/Burnt/Erroneous.
- (ii) E- Electronic & M- Electromechanical meter.
- (iii) Division basis information is to be incorporated in the report on total basis

**STATUS OF CATEGORY WISE TESTING OF METER(CIRCLE WISE)**

ANNEXURE - V

Report – A3

Reporting Month

Name of Circle :

Sr. No.	Name of SUB Division	DS Category				SIP Category				NDS Category				Ag. Category (Metered)				Mixed Load Category				
		Checked		Defective		Checked		Defective		Checked		Defective		Checked		Defective		Checked		Defective		
		E	M	E	M	E	M	E	M	E	M	E	M	E	M	E	M	E	M	E	M	

Note:

- (i) Defective meter includes: Stop/Burnt/Erroneous.
- (ii) E- Electronic & M- Electromechanical meter.
- (iii) Circle basis information is to be incorporated in the report on total basis.

**SECTION – GCC****TABLE OF CONTENTS**

Clause No.	Description
1.0	<u>DEFINITION OF TERMS</u>
2.0	<u>CONTRACT</u>
3.0	<u>SCOPE OF CONTRACT</u>
4.0	<u>CONTRACTOR TO INFORM HIMSELF FULLY</u>
5.0	<u>CONTRACT DOCUMENTS AND AGREEMENTS</u>
6.0	<u>COMPLETENESS OF CONTRACT</u>
7.0	<u>SECURITY DEPOSIT</u>
8.0 (A)	<u>ASSIGNMENTS AND SUB-LETTING OF CONTRACT</u>
8.0 (B)	<u>PROCUREMENT FROM SUB – VENDORS:</u>
9.0	<u>PATENT RIGHTS AND ROYALTIES</u>
10.0	<u>CONTRACT PRICE</u>
11.0	<u>CHANGE OF QUANTITY</u>
12.0	<u>DEDUCTION FROM CONTRACT PRICE</u>
13.0	<u>CERTIFICATION OF COMPLETION OF WORKS</u>
14.0	<u>CERTIFICATION OF COMPLETION IN STAGES</u>
15.0	<u>INSURANCE</u>
16.0	<u>LIABILITY FOR ACCIDENTS AND DAMAGES</u>
17.0	<u>DELIVERY AND TIME FOR COMPLETION</u>
18.0	<u>DELAY IN COMPLETION</u>
19.0	<u>CONTRACTOR'S DEFAULT</u>
20.0	<u>DELAYS BY OWNER OR HIS AUTHORISED AGENT.</u>
21.0	<u>TERMINATION OF CONTRACT ON OWNER'S INITIATIVE</u>
22.0	<u>CHANGE OF NAME OF THE BIDDER/CONTRACTOR</u>
23.0	<u>CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR</u>
24.0	<u>SETTLEMENT OF DISPUTES</u>
25.0	<u>AGENCY'S RIGHTS</u>
26.0	<u>FALL BACK ARRANGMENT</u>
27.0	<u>NOTIFICATION:</u>
28.0	<u>LANGUAGE AND MEASURES</u>
29.0	<u>RELEASE OF INFORMATION</u>
30.0	<u>CONSTRUCTION OF THE CONTRACT</u>
31.0	<u>COMPLETION OF CONTRACT</u>



- 32.0 ENFORCEMENT OF TERMS
- 33.0 ENGINEER'S SUPERVISION AND DECISION
- 34.0 COOPERATION WITH OTHER CONTRACTORS AND ENGINEERS
- 35.0 INSPECTION, TESTING AND TEST CERTIFICATES
- 36.0 COMMENCEMENT OF WORKS, PROGRAMME OF WORKS, TIME FOR COMPLETION ETC
- 37.0 POWER TO VARY OR OMIT WORK
- 38.0 RULES & REGULATIONS
- 39.0 COMPLIANCE OF LABOUR LEGISLATION
- 40.0 ELECTRICITY RULES AND REGISTRATION
- 41.0 GOVERNING LAWS AND JURISDICTION
- 42.0 JURISDICTION FOR LEGAL PROCEEDINGS
- 43.0 DEFENCE OF SUITS
- 44.0 LIMITATION OF LIABILITIES
- 45.0 SAFETY OF SYSTEM
- 46.0 GRAFTS AND COMMISSIONS ETC.
- 47.0 CONDUCT OF AGENCY'S STAFF
- 48.0 LIEN
- 49.0 MAINTENANCE OF FACILITIES AND PERSONNEL FACILITY
- 50.0 PERSONNEL:
- 51.0 TAXES, PERMITS AND LICENCES
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- 53.0 TERMS OF PAYMENTS
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- 58.0 HANDING OVER ON TERMINATION
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Annexure - A (GCC) Performa of application for payments

Annexure - B (GCC) Performa of Contract Agreement

Annexure - D (GCC) Performa of Security Bank Guarantee

Annexure - E (GCC) Performa of Performance Bank Guarantee

Appendix - 1 (GCC) Details of progress

Appendix - 2 (GCC) Check list of contract agreement

Appendix - 3 (GCC) Check list of Bank Guarantee

## GENERAL CONDITIONS OF CONTRACT

Notwithstanding anything contained to the contrary in the specification or bid or any subsequent exchange of correspondences, the General Conditions of Contract shall prevail and shall be binding on the contractor and any change or variation expressed or impressed howsoever made shall be inoperative, unless expressly sanctioned by the NIGAM. The contractor shall be deemed to have fully informed himself and to have specific knowledge of the provisions of the General conditions of contract mentioned hereunder.

### 8.0 DEFINITION OF TERMS

9.0 In constructing these general conditions and the annexed specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction.

10.0 The "Purchaser" shall mean the AJMER VIDYUT VITRAN NIGAM LTD represented by Managing Director and shall include their legal personnel, representative, successors and assignees. The "Nigam" or "Customer" or "Owner" shall mean the "Purchaser".

11.0 The "Bidder" shall mean and include one or more persons or any firm or any Company or Body incorporate who has submitted the Bid in response to "Invitation To Bid"/"Tender Notice".

12.0 The "Contractor" or "Supplier" shall mean the Bidder/Tenderer whose Bid/Tender has been accepted by the NIGAM and shall include the Bidder's heirs, legal representative, successors and assignees approved by the NIGAM.

13.0 The "Sub-contractor" shall mean the firm or the persons named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the NIGAM and shall include his heirs, legal representative, successors and assignees approved by the NIGAM.

14.0 The "Chairman" shall mean the Chairman, AJMER VIDYUT VITRAN NIGAM LTD, Ajmer and "MD" shall mean Managing Director, AJMER VIDYUT VITRAN NIGAM LTD, Ajmer.

15.0 The "Engineer" shall mean the Chief Engineer or other Engineer or officer for the time being or from time to time duly authorized and appointed in writing by the NIGAM to act as Engineer or Inspector for the purpose of the contract. In case where no such Engineer has been so appointed, the word "Engineer" shall mean the NIGAM or his duly authorized representative.

16.0 "Plant ", "Equipment", "Materials", "Stores", "Works", shall mean and include the plant and materials to be provided and work or works to be done by the Contractor under the Contract.

17.0 The 'contract' shall mean and include the following:

1. Invitation of Bid.
2. Instructions to Bidders.
3. Bid Form including schedule of prices.
4. Cost of Tender Specification and Earnest money receipt/security guarantee.
5. Letter of Intent and its acknowledgement.
6. Composite Bank Guarantee for security and performance /obligations.
7. Formal work order.
8. Guaranteed test performance and Warranty.
9. General Conditions of Contract.
10. Erection Conditions of Contract.
11. Special instructions.
12. General Technical Conditions and specification.
13. Site conditions.
14. Specification, specific conditions, schedules and drawings.
15. Addenda which may hereafter be issued by the NIGAM, to the Contractor in the form of letter and covering letters and schedule of prices as agreed between the Contractor and the NIGAM.
16. The Agreement to be entered into under Clause 5 of this section.

1.10 The "Specification" shall mean the specification, specific conditions annexed to the

General Conditions of Contract and the schedules thereto, if any.

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

1.12 The "Site" shall mean the place or places named in the Contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.

1.13 The "Place of delivery" shall mean the place of delivery at which the Contractor/ Supplier is responsible to deliver the materials at the contract price.

1.14 The "Test of completion" shall mean such tests as are prescribed in the contract to be made by the Contractor before the Plant is taken over by the NIGAM as per the General Conditions.

1.15 "Commissioning" shall mean the satisfactory operation of the plant or equipment specified herein, after all necessary initial checks, adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and the plant has been in continuous and unrestricted commercial use specified for at least thirty (30) days or as otherwise.

1.16 "Letter of Intent" shall mean the NIGAM's letter conveying his acceptance of the Bid subject to such reservations as may have been stated therein.

1.17 The "Contract price" shall mean the sum named in or calculated in accordance with the provisions of the Contract/purchase or any amendments thereto.

1.18 "Formal work order" shall mean the Owner's letter which may be issued in the way of letter of intent containing detailed terms and conditions of the work/supply and such other particulars which the owner may like to convey the Contractor/supplier pending execution of a formal written agreement in accordance with clause 5.0 of this section.

- 1.19 The Consignee shall mean and include the Asstt. Controller of Stores, Store Superintendents and or any other officer / official of the AJMER VIDYUT VITRAN NIGAM LTD all over jurisdiction of AVVNL, performing the duties of the consignee.
- 1.20 "Commercial Use" shall mean that use of the work which contract contemplate or which it is to be commercially capable.
- 1.21 "Writing " Shall include any manuscript, type written or printed statement under or over signature or seal as the case may be.
- 1.22 The Word "Codes" shall mean the Indian Boiler Regulation and rules made there under with such special modifications which may be agreed upon by the Chief Inspector of Boilers, Rajasthan from time to time which shall also include the Indian Electricity Rules, IS Code of practice and Factory Rules and Regulations applicable in the State of Rajasthan on the date of issue of the letter of intent or such modifications thereof as may be specially stipulated by competent State authorities i.e. Electrical Inspector and Chief Inspector of Factories, Rajasthan.
- 1.23 Words importing "PERSON" shall include firms, companies, corporation and other bodies whether incorporated or not.
- 1.24 Words importing the singular only shall also include the plural and vice versa where the context requires.
- 1.25 Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Sale of Goods Act (No.III of 1930), fulfilling that in the Indian Contract Act (Act IX of 1872) and falling that in the General clauses Act 1897 including amendments thereto.
- 1.26 When the words "approved", "subject to approval", "satisfactory", "Equal to", "proper", "Requested", "as directed", "where directed", "when directed", "determined by", "accepted", "permitted" or words and phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of the owner/engineer.\
- 1.27 'Works', shall mean and include the supplying of equipment, labour and services, as per the technical specifications and complete erection, testing and commissioning of the equipment including all transportation, handling, unloading and storage at the site as defined in the contract, intended to be executed on a supply and erection basis.
- 1.28 The term 'Equipment Portion' of the contract price shall mean the all adjusted F.O.R. destination value of the equipment.
- 1.29 The term 'Erection Portion' of the Contract Price shall mean the value of field activities of the Contract including erection, testing and commissioning to be performed at site by the Contractor

- 1.30 'Inspector' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or works under the Contract, and/or the duly authorized representative of the Owner.
- 1.31 'Date of Contract' shall mean the date on which both the parties have signed the Contract Agreement.
- 1.32 'Start-Up' shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and checkout of equipment and supporting sub-systems; initial operation of the complete equipment covered under the Contract to obtain necessary pre trial operation data, perform calibration and corrective action; shut down, inspection and adjustment prior to the trial operation period.
- 1.33 'Initial Operation' shall mean the first integral operation of the complete equipment covered under the Contract with sub systems and supporting equipment in service or available for service.
- 1.34 'Trial Operation' 'Reliability Test', 'Trial run', "Completion Test", shall mean the extended period of time after the start-up period. During this trial operation period the equipment shall be operated over the full load range. The length of trial operation shall be as determined by the engineer, unless otherwise specified elsewhere in the contract.
- 1.35 'Performance and Guarantee Test', shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristic as specified in the contract documents.
- 1.36 The term 'Final acceptance' shall mean the owner's written acceptance of the works performed under the contract, after successful completion of performance and guarantee Tests.
- 1.37 'Guarantee Period/ Maintenance period' shall mean the period during which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.
- 1.38 'Drawings/ Plans' shall mean all:

Drawing furnished by the owner/ consultant as a basis for proposals. Supplementary drawings furnished by the owner/consultant to clarify and to define in greater detail intent of the contract.

Drawing submitted by the contractor with his proposal provided such drawings are acceptable to the owner/consultant. Drawings furnished by the Owner/Consultant to the Contractor during the progress of the work ; and Engineering data and drawings submitted by the contractor during the progress of the work provided such drawings are acceptable to the engineer.

## 2. **CONTRACT**

The Contractor and the Nigam shall as soon as possible, unless otherwise agreed upon enter into a signed agreement for the proper fulfilment of the contract. The expenses of completing and stamping the agreement shall be paid by the contractor and the Nigam

shall be furnished free of charge with an executed stamped counterpart of the agreement with three copies after the tender/bid has been accepted by the purchaser/owner. All orders/instructions to the contractor shall except as herein otherwise provided, be given by the engineer on behalf of the purchaser/owner.

#### 19.2 SCOPE OF CONTRACT

19.3 The scope of the contract including the Testing , Sealing, Data Retrieval & Compilation of test results and related information of single phase and three phase Electromechanical and Electronic Meters, at consumer's site, & detailed study of meters installed on 11 KV outgoing and incoming Feeders at 33/11 KV sub-stations under AVVNL domain.

19.4 The General terms and conditions mentioned herein shall form a part of the specification and documents.

19.5 All the works covered by the contract shall be in accordance with the Indian Electricity Act 2003 with the latest amendments and the Indian Electricity rules 1956 made there under.

#### 4.0 CONTRACTOR TO INFORM HIMSELF FULLY

The Contract shall be considered to have come into force from the date of the issue of Letter of Intent / Letter of Award. The contractor shall be deemed to have carefully examined the General Conditions, specifications, schedules and drawings also to have satisfied himself as the nature and character of the work to be executed and where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the owner or the Engineer shall not be in any way relieve the contractor from his responsibility for the supplying of the plant and equipment and executing the work in terms of the contract including all details and incidental works and supply all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection and safe and efficient working of the plant and equipment if he has any doubt as to the meaning of any portion of the general and any special conditions of contract and specifications, he shall before offering his bid proposal, set- forth the particulars thereof and submit them to the Engineer in writing in order that such doubt , misunderstanding, misconceptions, whatsoever could be allied.

#### 5.0 CONTRACT DOCUMENTS AND AGREEMENTS

The order placed under this specification shall be governed by the terms and conditions as incorporated in this section of the Specification and as given in the detailed work order and its annexure(s). The terms and conditions as specified in this section if differ from the terms indicated in the detailed work order and its annexure(s) the latter shall prevail. The contract shall for all purposes be construed according to the Laws of India and subject to jurisdiction of Rajasthan Courts only. For the due fulfilment of the contract, the contractor shall execute an agreement in the prescribed form Annexure-C on Rajasthan State Non- judicial stamp paper of 0.25% work order value. The expenses of completing and stamping the contract agreement shall be borne by the Contractor. Such agreement shall be executed and signed by the competent authority of the contractor on each page thereof. The original copy is only to be executed on the stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement form along with the contract documents together with a

"Power of Attorney" in favour of the Executants shall be required on NJS Rs 500/- to be returned to the owner within a period of 15 days from the receipt of order duly signed on each page. One copy of the executed agreement duly signed by the purchaser/owner shall be sent to the supplier for his reference. The contract documents shall mean and include the following:

1. Contract agreement along with letter of Intent.
2. Work order and its annexures.
3. Instructions to bidders Section-I.
4. Bid proposal form and its schedules including price schedule and completion schedules.
5. General Conditions of Contract Section-II.
6. General Technical Conditions and Specifications Section-III Part-2
7. Power of Attorney in favour of the signatory.
8. PBG of 10% value of contract on NJS 0.25% of BG value maximum upto Rs 25000/-

## **6 COMPLETENESS OF CONTRACT**

The equipment shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally supplied with such equipment even though not specifically detailed in the specification unless included in the list of excluded items. The contractor shall not be eligible for any extra payment in respect of such mounting, fittings, fixtures and standard accessories etc. which are needed for the safe operation of the equipment as required by applicable codes only as per contract, and they may not have been included specifically in the contract.

## **7.0 PERFORMANCE BANK GUARANTEE**

- 7.1 In order to secure/assure due fulfilment of the contract, the successful Bidder(s) upon receipt of preliminary acceptance letter/detailed work order as the case may be shall furnish within a period of 15 days a PBG equivalent to 10% (Ten percent) of the contract value in cash or by crossed Bank Draft or by way of Bank Guarantee from any scheduled Bank in the prescribed Performa (Annexure-D of GCC) acceptable to the owner on a Rajasthan State Non judicial stamp paper of 0.25% of BG value maximum upto Rs 25000/-applicable duly authenticated by a I<sup>st</sup> Class Magistrate or notary public or directly confirmed by the issuing Banker. Such Bank Guarantee should be valid for a minimum period of 24 months from the date of receipt of award with 6 months claim period.. If required by the NIGAM, the validity of the Bank guarantee shall have to be further extended for such period as desired. The B.G. is to be furnished in whole Rupees with validity upto last day of required calendar month. Bank commission charges or any other charges, if any, shall be to the Contractor's account. "In case of invocation of Bank guarantee issuing Bank must authorize for entertaining the case at the sister branch located in Rajasthan". The Bank guarantee must be from any Nationalized/Scheduled Bank.
- 7.2 Unless otherwise specifically required to be retained/forfeited by the NIGAM, the Security deposit shall be refundable on request of the contractor after three months on completion of the entire work to the satisfaction of the NIGAM.
- 7.3 If the contractor fails or neglect to observe or perform any of his obligations under the contract, it will be lawful for the NIGAM to forfeit either in whole or in part at his absolute discretion, the Security deposit furnished by the contractor.
- 7.3 No interest shall be payable on such deposits.

- 7.4 If the contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the NIGAM shall be entitled to make other arrangements at the risk and expenses of the contractor and the Earnest money deposited by the Contractor shall stand forfeited by the NIGAM.

### **8.0 (A) ASSIGNMENTS AND SUB-LETTING OF CONTRACT**

- 8.1 The Contractor may, after informing the engineer and getting his written approval assign or sublet the contract or any part thereof other than for raw materials, for minor details or any part of the plant for which makes are identified in the contract. Suppliers of the equipment not identified in the contract or any change in the identified supplier shall be subject to approval by the engineer. The experience list of the equipment vendors under consideration by the contractor for this contract shall be furnished to the engineer for approval prior to procurement of all such items/equipments. Such assignment / sub letting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of Engineer shall be void.
- 8.2 For components/equipments procured by the Contractors for the purposes of the Contract, after obtaining the written approval of the owner, the contractor's purchase specifications and enquiries shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plans called for from the vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the vendors quality control organization, the relevant reference documents/ standards used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendor shall be discussed and finalized in consultation with the engineer and shall form a part of the work order / contract between the contractor and the vendor. Within 3 weeks of the release of the same work order / contracts for such bought out terms/ components a copy of the same without price details but together with detailed specifications, quality plans and delivery conditions shall be furnished to the engineer by the contractor.

### **8.0 (B) PROCUREMENT FROM SUB – VENDORS:**

The Contractor shall be permitted to procure materials from the manufacturers who have following qualified requirements:

- The vendor or manufacturing unit shall have ed, manufactured and supplied such equipment at least for a period of five years on the day of bid opening.
- Such equipment shall be in successful operation for a period of at least two years on the day of bid opening.
- The manufacturing units shall have all facilities for conducting acceptance & routine tests of equipment / materials.
- The vendor must have supplied materials as per specifications laid down in the bid – documents of erstwhile RSEB/ NIGAMS and have arranged their type testing not before last three years,
- The sub - vendor approvals shall be obtained for supply of the equipment / materials from the Engineer well in advance.

### **9.0 PATENT RIGHTS AND ROYALTIES**

Royalties and fees for patents covering materials, articles, apparatus, devices, equipments or process used in the works shall be deemed to have been included in



the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the owner indemnified in that regard. The contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works, and, in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/comply and decree, order or award made against the owner. But it shall be understood that no such machine, plant, work material or thing has been used by the owner for any purpose or any manner other than that for which they have been supplied and installed by the contractor and specified under these specifications. Final payment to the contractor by the owner will not be made while any such suit or claim remains unsettled, in the event any apparatus or equipment, or any part thereof supplied by the contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the contractor shall, at his option and at his own expense either procure for the owner, the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so, it become non-infringing.

#### **10.0 CONTRACT PRICE**

- (a) The lump sum price with details of price of each item for equipment & erection portion as mentioned in 'G' schedule of the bid with additions & deletions as may be agreed before signing of the contract for the entire scope of the work shall be treated as the contract price.
- (b) Prices agreed by the bidder and subsequently termed as contract price shall remain firm and no price variation shall be allowed.

#### **11.0 CHANGE OF QUANTITY**

The owner reserves the right to increase or decrease the quantities of items or groups of items as specified in the accompanying technical specifications as may be necessary, during the execution of the contract. Any item can be deleted in total, if not required during execution.

The quantities of no. of consumers to be tested will depend up to the following factors:-

- (i) The consumers who wants to get the meter tested.
- (ii) The information based on the meter reader reports(form no. A-30)
- (iii)The AEN(O&M) & above concerned / other higher authorities to desire the testing of meter in the interest of Nigam.
- (iv)Besides this the agency will scrutiny the binders / ledger of concerned O&M subdivision and check the consumers whose consumptions fall below 30% bills & 6 billing cycles (monthly) with the concern of subdivision officer. The reasons of testing along with test reports such consumers should be intimated to concern AEN(O&M) subdivision within three days. However in case of any abnormality observed it should be immediately convey to AEN(O&M)/(Vigilance) concern telephonically.

However in any case the number of circle wise consumers would not exceed more than the ordered numbers.

## **12.0 DEDUCTION FROM CONTRACT PRICE**

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

## **13.0 CERTIFICATION OF COMPLETION OF WORKS**

When the whole of the works have been substantially completed and have satisfactorily passed any final test that is prescribed in the contract, the contractor may give a notice to that effect to the Engineer/Engineer's representative accompanied by an undertaking to complete any outstanding work during the period of guarantee. Such notice and undertaking shall be in writing and shall be deemed to be a request by the contractor for the Engineer to issue a certificate of completion in respect of the works. The Engineer shall, within twenty one days of the date of delivery of such notice either issue to the contractor with a copy to the employer, a certificate of completion stating the date on which, in his opinion, the works were substantially completed in accordance with the contract or give instructions in writing to the contractor specifying all the works which, in the Engineer's opinion, requires to be done by the contractor before the issue of such certificate. The Engineer shall also notify the contractor of any defects in the works affecting substantial completion (within twenty one days of completion) to the satisfaction of the Engineer of the works and making good any defects so notified.

## **14.0 CERTIFICATION OF COMPLETION IN STAGES**

14.1 Similarly, in accordance with the procedure set out in clause No. 13 above, the contractor may request and the Engineer shall issue a certificate of completion in respect of:

- a) any section of the permanent works in respect of which a separate time for completion is provided in the contract and
- b) any substantial part of the permanent works which has been both completed to the satisfaction of the Engineer and occupied or used by the owner.

14.2 If any part of the permanent works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract, the Engineer may issue a certificate of completion of the whole of the works and, upon the issue of such certificate, the contractor shall be deemed to have undertaken to complete any outstanding work in that part of the works during the period of Maintenance.

14.3 Provided always that a certificate of completion given in respect of any section or part of the permanent works, before completion of the whole, shall not be deemed

to certify completion of any ground or surfaces requiring reinstatement, unless such certificate shall expressly so state.

## **15. INSURANCE**

- 15.1 The contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect his interest and interest of the owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of contract shall be of contractor alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the contractor shall be in a joint name of the owner and the contractor. The contractor shall, however, be authorized to deal directly with Insurance Company or companies and shall be responsible in regard to maintain of all insurance covers. Further the insurance should be in freely convertible currency.
- 15.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the contractor. The contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer to title shall not in any way relieve the contractor of the above responsibilities during the period of contract. The contractor shall provide the owner with copy of all insurance policies and documents taken out by him pursuant of the contract. Such copies of documents shall be submitted to the owner immediately after such insurance coverage. The contractor shall also inform the owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc. as may be necessary well in time.
- 15.3 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, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, flood & earth-quack, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks upto and including delivery of goods and other costs till the equipment is delivered at site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.
- 15.4 All costs on account of insurance liabilities covered under the contract will be on contractor's account and will be included in contract price. However, the owner may from time to time during the pendency of the contract, ask the contractor in writing to limit the insurance coverage, risks and in such a cases, the parties to the contract will agree for a mutual settlement, for reduction in contract price to the extent of reduced premium amount. The contractor, while arranging the insurance, shall ensure to obtain all discounts on

premium, which may be available for higher volume or for reasons of financing arrangement of the project.

15.5 The Clause entitled 'Insurance' under this section, covers the additional insurance requirements for the portion of the works to be performed at the site.

15.6 **STORAGE CUM WORKS INSURANCE:**

15.6.1 The contractor shall take necessary insurance against loss, damage, theft, pilferage, fire, accident and damages during transit from stores to site for all the materials/good either belonging to him or issued to him by the NIGAM for the purpose of execution of work. The insurance shall also cover for loss, damage, accidents occasioned by the contractor in the course of operation carried out by him for the purpose of complying with his contractual obligations thereof. The insurance shall cover the entire cost of materials, erection & commissioning portion on comprehensive basis during the entire period of contract.

15.6.2 The insurance as per clause 15.1& 15.2 shall be in the joint names of the NIGAM and the contractor so that the NIGAM and the contractor are covered for the entire period of contract from the commencement of the contract till handing over all the works completed in all respects to the engineer.

15.6.3 All the equipment and materials (including that for tower foundations) being supplied by the contractor shall be kept completely insured by the contractor at his own cost from the time of dispatch from the contractor's works, upto the completion of erection, final checking, testing and commissioning at site and taking over of the line by the owner.

15.6.4 Further all the equipment and materials being supplied by the owner for the erection of the lines, shall be kept insured by the contractor against loss, damage, theft, pilferage, fire etc. for the complete period of storage, erection and commissioning upto the time of taking over the line by the owner.

15.6.5 It will be the responsibility of the contractor to lodge, pursue and settle all claims (for all the equipment) with the insurance company in case of any damage, loss, theft, pilferage or fire and the owner shall be kept informed about it. The losses, if any, will have to be borne by the contractor if the claims are not lodged and pursued properly in time or if the same are not settled by the insurance company.

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

The contractor shall also ensure the following: -

- i. The insurance premium should be one time paid basis.
- ii. Deductible franchise should be minimum as per insurance rules. In case of any loss to the extent of deductible franchise, the same shall be borne by the contractor.
- iii. The insurance should be valid from the date of start of work and shall remain valid upto 30 days from the date of handing over of the line to Engineer- In- charge.

- iv. Insurance policy shall be in joint name of Ajmer Vidyut Vitran Nigam Limited and contractor.
- v. Computerized and stamped insurance policy shall be furnished by the contractor. Insurance cover shall not be acceptable.
- vi. A copy of insurance policy shall invariably be furnished to concerned Zonal Chief Engineer, Ajmer Vidyut Vitran Nigam Limited.
- vii. Insurance policy shall be taken from Ajmer based office of Nationalized Insurance Companies.

#### **15.7 THIRD PARTY INSURANCE:**

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

#### **15.8 REMEDY ON CONTRACTORS FAILURE TO INSURANCE:**

If the contractor shall fail to effect and keep in force insurance referred to in clause 15.1 to 15.3 hereof or any other insurance which he may be required to effect under the terms of contract then the NIGAM may effect and keep in force any such insurance and pay such premium(s) as may be necessary for that purpose and from time to time deduct the amount so paid by the NIGAM as aforesaid from any money due or which may become due to the contractor or recover the same as debt from the contractor.

#### **16.0 LIABILITY FOR ACCIDENTS AND DAMAGES**

- 16.1 The contractor shall be responsible for loss, damage or depreciation of the plant until the same is taken over under clause No.46.0 or is deemed under that clause to have been taken over, provided always that the contractor shall not be responsible for any such loss, damage and depreciation occurring during such period that the plant is operated by the owner's staff prior to being taken over in accordance with clause No.46.0
- 16.2. Until the plant is taken over or is deemed to have been taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the owner in respect of all injury to person or damage to property resulting from the negligence of the Contractor or his workman or sub contractors or from defective or work but not from any other cause.
- 16.3 Provided that the Contractor shall not be liable for any loss or profit or loss of Contract or any other claim made against the owner not already provided for in the contract, not for any injury or damage caused by or arising from the acts of

the owner or of any other person or due to circumstances over which the contractor has no control, not shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.

16.4 The Contractor will indemnify and save harmless the owner against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the owner or his employees) suffered prior to the date when the plant shall have been taken over under clause No. 46.0 hereof by persons employed by the contractor or his sub-contractor on the work, whether at common law or under the workman's compensation Act.1923 or any other statute in force at the date of contract relating to the question of the liability of employees for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurances to over such indemnity.

16.5 The contractor shall insure against such liabilities with an insurer approved by the Engineer and shall continue such insurance, during the whole of the time that any person(s) are employed by him on the works and shall when required produce to the engineer or the Engineer's representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Engineer is indemnified under the policy, but the contractor shall require such sub-contractor to produce to the Engineer or the Engineer's representative, when required, such policy of insurance and the receipt for the payment of the current premium.

#### 17.0 **DELIVERY AND TIME FOR COMPLETION**

17.1 The lines, equipments/ works included in this specification are required to be erected/completed / commissioned within the period specified in enclosed schedule. The bidders are advised to furnish the PERT chart indicating the delivery of individual items so as to commensurate with the erection and commissioning/completion of the work.

17.2 The purchaser reserves the right to defer the delivery/completion period as indicated in the purchase order. The period, during which the works have been so deferred, shall not be reckoned as delay in completion in term of clause "Delay in Completion".

#### 18.0 **DELAY IN COMPLETION**

18.1 The time and the date of delivery/ completion period specified in the work order shall be deemed to be the essence of the contract and the works shall have to be completed not later than the period specified therein. Should the contractor fail to complete the work on order or any part thereof within the specified completion period, the owner shall be entitled at his option.

(a) **To effect recovery for delay in completion of ordered works as per clause no. C of 4.11 of Section III Part-2 Technical Specification.**

(b) To get completed from elsewhere without giving notice to the contractor on his account and risk, the work not executed without cancelling the contract for the work not yet due for completion.

(c) To cancel the contract or part thereof and if so desired, to get the work

completed/ executed at the risk and cost of contractor.

18.2 Any financial liability arising from and consequent upon the failure of the contractor to adhere to the stipulated completion schedule shall be to the contractor's account.

18.3 Adjustment in regard to the amount recoverable if any shall be made from the cash deposits or from the firms dues of by operating the bank guarantee(s) as may be available with Nigam and/or in any other manner as may be deemed appropriate by the purchaser.

18.4 **FORCE MAJEURE CONDITIONS:-**

18.4.1 If at any time during the continuance of the contract the progress in whole or in part is prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or any acts of Gods (herein after referred to as events), then provided, a notice and adequate proof of production/ dispatch/ execution having suffered on account of these events, is given within 21 days from the day of occurrence thereof, the provisions of sub-para of this clause shall not be invoked by the owner, provided further that the execution under the contract shall be resumed, as soon as practicable after such event(s) has/ have ceased to exist and the decision of the owner as to whether execution so resumed as soon as practicable after such event(s) has/ have ceased to exist and the decision of the owner as to whether execution so resumed or not, shall be final and conclusive, provided further that in case the strike/lockout prolongs beyond a period of 30 days the contractor shall immediately inform about it to the owner, in which case the owner reserves the right to procure the material /equipment/ get the work on order or part thereof executed from any other source at the risk and cost of the contractor.

18.4.2 Non availability/ scarcity/ non-allocation of raw material shall not constitute as a force majeure condition ' in any case and it will be sole responsibility of the contractor to arrange the raw material for timely execution of the order.

18.4.3 The delay in execution due to unforeseen and unavoidable reasons and the circumstances beyond the control of contractor/owner leading to delay in execution may also form force majeure conditions.

19.0 **CONTRACTOR'S DEFAULT**

19.1 If the contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the engineer in connection with the works or shall contravenes the provisions of the contract, the owner may give notice in writing to the contractor make good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the owner shall think fit, it shall be lawful for him without prejudice to any other right he may have under the contract, to take the works wholly or in part out of the contractor's hands and re - contract with any other person or persons complete the works or any part thereof and in that event the owner shall have free use of all contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the contractor over the same, and the owner shall be entitled to retain and apply any balance which may be necessary, the payment of the cost

of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the contractor shall have to pay if the completion of works is delayed.

19.2 In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 18.0 of this section.

19.3 The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

20.0 **DELAYS BY OWNER OR HIS AUTHORISED AGENT.**

In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorized agents, then the contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the owner has caused delay in the contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the Chief Engineer (M&P), Ajmer Vidyut Vitran Nigam Limited, Ajmer shall be final.

21.0 **TERMINATION OF CONTRACT ON OWNER'S INITIATIVE**

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

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

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

21.4 If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased contractor of the contract, The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete, the owner shall not hold the estate of the deceased contractor and / or the surviving partners of the estate of the deceased contractor and /or the surviving partners of the contractor's firm liable to



damages for not completing the contract.

## **22.0 CHANGE OF NAME OF THE BIDDER/CONTRACTOR**

22.1 At any stage after Biding, the Owner shall deal with the Contractor only in the name and at the address under which he has submitted Bid. All the liabilities/responsibilities for due execution of the Contract shall be that of the Contractor and in no circumstance, he shall be relieved of any obligations under the Contract. The Owner may, however, at his discretion deal with the, Agents/ Representatives/ Distributors/ Manufacturers/ Associates/ Principals/ Sister concerns and such dealings shall not absolve the Contractor(s) from his responsibilities/ obligations/ liabilities to the Owner under the contract.

22.2 Any change/Alteration of name / Constitution / Organization of the Contractor shall be duly notified to the Owner and the Owner reserves the right to determine the Contract, in case of any such Notification. In the event of such determination, the Owner may effect the purchase of material not supplied from elsewhere at the risk and cost of the Bidder/Contractor.

## **23.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR**

No interim payment certificate of the engineer nor any sum paid on account by the owner nor any extension of time for execution of the works granted by the engineer shall affect or prejudice the rights of the owner against the contractor or relieve the contractor of his obligations for the due performance of the contract, or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the owner to pay for alterations, amendments, variations or additional works not ordered, in writing by the engineer or discharge the liability of the contractor for the payment of which he is bound to indemnify the owner nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the contractor against the owner.

## **24.0 SETTLEMENT OF DISPUTES**

24.1 All disputes, differences, questions whatsoever so arising between the owner & contractor upon or in relation to or in connection with contract shall be deemed to have arisen at Ajmer (Rajasthan.) and no court other than court in Ajmer (Rajasthan) shall have jurisdiction to entertain the same.

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

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

- |   |           |
|---|-----------|
| i) Reference fee for CE level settlement committee -        | Rs.1000/- |
| ii) Reference fee for corporate level settlement committee- | Rs.3000/- |

iii) Fee for review of cases by corporate level settlement committee- Rs.5000/  
\* The Nigam has rights to revise above fees without any prior notice.-

24.3 The settlement committee fees as shown above shall be deposited in cash/demand draft /pay order with the Sr. Accounts Officer (EA & Cash) AVVNL, Ajmer and shall furnish receipt thereof with a request for referring their disputes to the settlement committee for consideration/decision.

#### 25.0 **AGENCY'S RIGHTS**

The agency will be given rights to operate in the area during the agreement period for carrying out the work of testing of single phase and three Phase whole current meters and sealing at site, which shall cease to exist on completion of the said period or on termination of the contract.

The Agency's rights in the area will be as an agent of AVVNL for site testing of the electromagnetic and electronic meter installed at the consumer premises.

#### 26.0 **FALL BACK ARRANGMENT**

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

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

#### 27.0 **NOTIFICATION:**

AVVNL shall complete formalities towards due notifications to all parties involved about the site testing and data collection of the consumer and meters at site and other relevant data from concerned circle Superintending Engineer and the authority of the Agency to act on behalf of AVVNL.

#### 28.0 **LANGUAGE AND MEASURES**

All documents pertaining to the Contract including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the contract.

#### 29.0 **RELEASE OF INFORMATION**

The contractor shall not communicate or use in advertising, publicity, sales, releases or in any other medium photographs or other reproduction of the works under this contract, or description of the site, dimension, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the owner.

#### 30.0 **CONSTRUCTION OF THE CONTRACT**

The contract shall in all respects be constructed and governed according to Indian Laws.

### 31.0 **COMPLETION OF CONTRACT**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the guarantee period as provided for under the clause entitled 'Guarantee' in this section of the Volume -I.

### 32.0 **ENFORCEMENT OF TERMS**

The failure of either party to enforce at any time any of the provisions of this contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have.

### 33.0 **ENGINEER'S SUPERVISION AND DECISION**

33.1 All the work shall be carried out under the direction and to the reasonable satisfaction of the Engineer. The contractor shall be responsible for the correctness of the positions, levels and dimensions of the works according to the drawings notwithstanding that he may have assisted by the Engineer in setting out the same.

33.2 In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificate, the engineer shall, if required to do so by the contractor, give in writing a decision thereon.

33.3 If in the opinion of the contractor, a decision made by the engineer is not in accordance with the meaning and intent of the contract, the contractor may file with the engineer within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the aforesaid allotted time will be considered as acceptance of the engineer's decision and the decision shall be final and binding.

33.4 The engineer's decision and the filing of the written objection thereto shall be the right to request arbitration. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the engineer as passed shall be promptly adhered to.

**33.5 Nodal Officer:** - To interact between the field officers and contractor, the Superintending Engineer (M&P), Ajmer Vidyut Vitran Nigam Limited, Ajmer will be the Nodal Officer of the project work for their respective Circles. **Similarly, the agency shall communicate the name of the authorized person(s) for each circle that would act as a Nodal Officer(s) from his side**

### 34.0 **COOPERATION WITH OTHER CONTRACTORS AND ENGINEERS**

The contractor shall agree to cooperate with the owner's other contractor and engineers and freely exchange with them such technical information as is necessary to obtain the most efficient, innovative and economical and to avoid unnecessary duplication of efforts. The engineer shall be provided with three copies of all correspondence addressed by the contractor to other sub-contractor

(s) and engineers in respect of such exchange of technical information.

## 35.0 **INSPECTION, TESTING AND TEST CERTIFICATES**

### 35.1 INSPECTION & TESTING

- (a) The engineer and his duly authorized representative shall have at all reasonable times access to the Contractor's premises of works and shall have the power at all reasonable time to inspect drawing of any portion of the work to examine the material and workmanship of the plant during its manufacture there, and if part of the plant is being manufactured on other premises, the contractor shall obtain for the Engineer and/or his duly authorized representative permission to inspect it as if the plant was manufactured in the Contractor's own premises.
- (b) The engineer shall, on giving seven days notice in writing to the contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject any drawings and all or any plant, or workmanship connected with such work which in his opinion are not in accordance with the contract or are in his opinion, defective for any reason whatsoever.
- (c) The Bidder shall state in his Bid the places of manufacture, testing and inspection of various equipments offered by him. Unless specifically provided otherwise all tests shall be carried out at the Contractor's works before shipment.
- (d) The contractor shall intimate at-least 15 days in advance through notice(s) about the readiness of material for dispatch commensurate with specific delivery schedule, so as to enable the owner to depute his representative for inspection, testing & checking of the material/equipment. For this purpose the date of receipt of the letter in the office of the work order placing authority shall be deemed as the date of call for inspection and not the date mentioned in the letter or the date of dispatch. In case material/equipment is not found ready by the representative of the owner deputed for inspection to the extent of the quantity indicated in the inspection call with tolerance of (-) 10% or if the inspection is not got carried out by any reason(s) attributed to the contractor an amount of Rs.7500/- only for the contractor's work located in the State of Rajasthan and an amount of Rs.15,000/- for the contractor's works located outside the State of Rajasthan will become payable by the contractor on this account to the Sr. Accounts Officer (EA & Cash), AVVNL, Ajmer. Further, in cases where traveling by air is involved the inspection charges will be recovered on actual basis. The contractor will deposit the amount with the Sr. Accounts Officer (EA & Cash), AVVNL, Ajmer immediately under intimation to the work order placing authority, failing which the subsequent call for inspection shall not be entertained.
- (e) In case the firm offers for the inspection and subsequently withdraw the inspection by telephone or by letter / FAX /email or at the time of visiting of Nigam's officer at his work for inspection then re-inspection charges Rs. 7,500.0 from the local supplier and Rs. 15,000.0 from the outside supplier would be recovered at every occasion.
- (f) In case of re-inspection of the material on account of failure of CTL checking, the re-inspection charges as mentioned above would also be liveable in all such cases.

- (g) Packing: - The material/equipment shall be offered duly packed so as to enable the inspecting Officer to seal the inspected / cleared material for identification. The supplier/ contractor shall provide such packing of the goods as is required to prevent their damages or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation rough handling during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, salt and precipitation during transport and open storage. Packing case size and weights shall be taken into consideration where appropriate keeping in view , remoteness of the good's final destination and absence of heavy mechanised handling facilities at all points in transit as well as at the destination. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract or in any subsequent instructions imparted by the owner.
- (h) In all cases where the contract provides for tests, whether at the premises of works of the Contractor or of any Sub-contractor and test(s) at site, the contractor except where otherwise specified shall provide free of charge to the owner, such labour, materials, electricity. fuel, water, stores, apparatus and instruments as may reasonably be demanded to carry out efficiently such tests of the plant, in accordance with the contract and shall give facilities to the Engineer or his authorised representative to accomplish such testing.
- (i) The Owner reserves to himself the right of having any inspection or special test of reasonable nature at contractor's premises or at sites, in addition to those prescribed in applicable standards and the enclosed technical specification.
- (j) When the tests have been satisfactorily completed at the Contractor's or sub- contractors works the Engineer shall issue a certificate to that effect but if the tests were not witnessed by the Engineer or his representative, the certificate would be issued after the receipt of test certificate by the Engineer, No Plant shall be shipped/ dispatched before such a certificate has been issued. The satisfactory completion of these tests or the issue of this certificate, shall not bind the Owner to accept the Plant, should it, on further tests after erection, be found not to comply with the contract.
- (k) The authorised representative of the owner shall have at all reasonable times access to the works and premises of the contractor and/or his associates, if any, and shall be free to inspect the works, examine & test the product(s) including raw materials used and the workmanship employed during/after manufacture.
- (l) The contractor shall also furnish the latest calibration certificate(s) of the testing instruments/equipments used for the testing of the materials/equipments as covered in the owner order, to the inspecting Officer. The testing instruments/machines should be got calibrated by the contractor from time to time from the Manufacturer of the testing instruments or any Govt. recognized testing laboratory. The calibration certificate(s) should not, in any case, be older than one year at the time of presenting the same to the inspecting Officer. In case the contractor fails to comply with the conditions as aforesaid, a certificate in writing of the inspector/representative of the

Owner that the contractor has failed to provide the facilities shall be conclusive.

- (m) Unless the inspection is specifically waived, no material shall be dispatched without inspection and clearance for dispatch by the owner's representative.
- (n) The owner reserves the right to reject all or any part of the material being manufactured or awaiting dispatch, due to any defect or deviations from the standard specifications prescribed, as observed during the inspection. In case of any dispute/difference in this regard the decision of the Chief Engineer (M&P), AVVNL, Ajmer shall be final and binding.
- (o) The owner also reserves the right to get the material/equipment tested in any Government recognized Laboratory / NABL Accredited Lab & claiming any compensation or rejecting the material/ equipment, if not found in accordance with the specification. All charges whatsoever consequent to such rejection and replacement/ rectification shall be borne by the contractor.
- (p) Cost of Tests: The cost of making any test shall be borne by the contractor, if such test is clearly intended by or provided for in the contract and, in the cases only of a test under load or of a test to ascertain whether the of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill, is particularized in the contract in sufficient details to enable the contractor to price or allow for the same in his bid.
- (q) Cost of tests not provided for :If any test is ordered by the Engineer which is either
  - (i) not so intended by or provided for or
  - (ii) not so particularized or
  - (iii) though so intended or provided for is ordered by the Engineer to be carried out by an independent person or agency at any place other than the site or the place of manufacture of fabrication of the materials tested, then the cost of such tests shall still be borne by the contractor.
- (r) The inspection and testing of materials shall be arranged by the S.E.(TW) who shall also issue dispatch instructions for inspected & cleared material.
- (s) At the beginning of the month, the contractor has to submit a detailed programme related to the material to be got inspected to the Superintending Engineer (TW).

### 35.2 **TEST CERTIFICATES**

- (a) Original/attested photocopies of the latest test certificate(s) not older than three years from any Government recognized Laboratory / NABL Accredited Lab for all type tests wherever prescribed in the relevant latest edition of ISS (as applicable) as mentioned in technical specification shall be furnished along with the Bid. However, the owner reserves the right to get type tests conducted afresh by the contractor.
- (b) In case of any specific alternative requirement of type tests, the same shall be furnished as per Technical specification Volume-I.

- (c) The Bid not accompanied with the type test certificates in terms of Para (a) above, are liable to be ignored.
- (d) The contractor shall be required to furnish the routine/manufacturer(s) factory test certificate(s) for the tests carried out during manufacture in accordance with the relevant standard specifications.

36.0 **COMMENCEMENT OF WORKS, PROGRAMME OF WORKS, TIME FOR COMPLETION ETC**

36.1 **Programme of Works**

- (i) The contractor shall on award of the contract subject to provisions in the conditions of contract submit to the Engineer for approval, a programme showing the sequential order of procedure in which he proposes to carry out the works. The contractor shall whenever required by the Engineer/Engineer's representative also provide in writing for his information a general description of the arrangements and methods which the contractor proposes to adopt for the execution of the works.

**The agency should start the work within 30 days from the date of receipt of work order for calculation of penalties / work completion period this date shall be recorded.**

- (ii) If at any time, it should appear to the engineer that the actual progress of works is not in consistency with the approved programme referred to in clause No.35.1 (i) above, the contractor shall produce at the request of the Engineer, a revised programme showing the modifications to the approved programme necessary to ensure completion of the works within the time for completion as defined in clause No.35.3 hereof.
- (iii) The submission to and approval by the Engineer/Engineer's representative of such programme(s) or furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

36.2 **Commencement Time And Delays**

The contractor shall commence the works on site within the period specified in clause No.35.1(i) and after the receipt by him of a written order to this effect from the Engineer and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the contractor's control.

36.3 **Time For Completion**

Subject to any requirement in the contract as to the completion of any section of the works before completion of the entire work the whole of the works shall be completed, in accordance with clause No. 17.0 hereof within the time stated in the contract calculated from the last day of the period specified in clause No. 35.1(i) as that within which the works are to be commenced, or such extended time as may be allowed under clause No. 35.4 hereof.

36.4 **Extension Of Time For Completion**

Should the amount of extra or additional work of any kind or any cause of

delay referred to in these conditions or other special circumstances of any kind whatsoever which may occur, other than through a default attributable to the contractor, be such as fairly to entitle the contractor to an extension of time for the completion of the works, the engineer shall determine the period of such extension and shall notify the owner and contractor accordingly provided that the Engineer is not bound to take into account any extra or additional work and any extra financial liability whatsoever or other special circumstances unless the contractor has within twenty eight days after such work has commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the Engineer's representative full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

### **36.5 No Night Work Or Work On Sundays And Holidays**

Subject to any provision to the contrary contained in the contract, none of the permanent works shall, save as hereinafter provided be carried on during the night or on Sunday or on other declared holidays or other locally recognised days of rest, except when the work is unavoidable or is absolutely necessary for the saving of life or property or for the safety of the works in which case the contractor shall advise the Engineer's representative accordingly and obtain written permission thereof, if necessary.

### **36.6 Rate Of Progress**

If for any reason, which does not entitle the contractor to an extension of time, the rate of progress of the works or any section is at any time in the opinion of the Engineer, too slow to ensure completion by the prescribed time or extended time for completion, the Engineer shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the Engineer may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to take additional payment for taking such steps. If, as a result of any notice given by the Engineer under this clause, the contractor shall seek the Engineer's permission to do any work on Sundays or other holidays or other locally recognised days of rest.

### **36.7 Disruption Of Progress**

- (i) The contractor shall give written notice to the Engineer whenever planning or progress of the works is likely to be delayed or disrupted, unless any further drawing or order including a direction, instruction or approval is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.
- (ii) If, by reason of any failure or inability of the Engineer to issue within a reasonable time in all the circumstances any drawing or order requested for by the contractor in accordance with clause No. 35.7(i) above, the delay suffered by the contractor shall be taken into account in determining any extension of time to which the contractor is entitled under clause No. 35.4.



### **36.8 Suspension Of Work**

- (i) The AVVNL shall not be liable to pay the contractor any compensation whatsoever arising from suspension of works or for idle labour.

### **37.0 POWER TO VARY OR OMIT WORK**

- 37.1 No alterations, amendments, omissions, suspensions or variations of the work (hereinafter referred to as variation) under the contract as detailed in the contract documents, shall be made by the contractor except as directed in writing by the engineer but the engineer shall have the full powers subject to the provision hereinafter contained from time to time during the execution of the contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract. The contractor shall carry out such variation and be bound by the same conditions as far as applicable as through the said variation occurred in the contract documents. If any suggested variations would, in the opinion of the contractor if carried out, prevent him from fulfilling any of his obligations or guarantee under the contract, he shall notify the engineer thereof in writing and the engineer shall decide forthwith, whether or not the same shall be carried out and if the engineer confirms his instructions, contractor's obligations and guarantee shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.
- 37.2 In the event of the engineer requiring any variations, such reasonable and proper notice shall be given to the contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any , drawings or pattern made or work done require to be altered, a reasonable and agreed sum in respect thereof shall be paid to the contractor.
- 37.3 In any case in which the contractor has received instructions from the engineer as to the requirements of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the contractor involve a claim for additional payments the contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the engineer to that effect, but the engineer shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the engineer.
- 37.4 If any variation in the works results in reduction of contract price the parties shall agree, in writing for the same, before contractor proceeds further.
- 37.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the engineer shall prevail.
- 37.6. Not with standing anything stated above in this clause, the engineer shall have the full power to instruct the contractor in writing during the execution of the contract to vary to quantities of the items or groups of items in accordance with the provisions of clause entitled change of quantity in section INB of this Volume II. The contractor shall carry out such variations and be bound by the same conditions, and the said variations occurred in the contract documents. However the contract price shall be adjusted at the rates and the price provided for the original quantities in the contract.

### **38.0 RULES & REGULATIONS**

The job shall be carried out as per the rules, regulations and other details for meter reading, data collection as prevailing in Terms & Conditions of Supply, which shall be made available to the agency. These rules and regulations may be modified by AVVNL from time to time and would be intimated to the Agency.

The Agency will also follow the labour regulations and the directions of Government and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time.

### **39.0 COMPLIANCE OF LABOUR LEGISLATION**

The tenderer shall discharge its liability of employer/ contractor in respect of personnel to be engaged for service, as said out in EPF and MP Act, 1952 ESI Act, 1948 (in ESI implemented area), workmen's compensation act, 1923 (in non ESI implemented area) contract labour (R&A) Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948 etc. The tenderer is required to get separate code under the provision of EPF and ESI Acts, if not already taken and deposit the employer's contribution along with employee subscription, as per rule and submit copy of challans at the time of claiming payment, as per clause 28, failing which an amount equivalent to employer's contribution and employees subscription shall be deducted from his each bill and deposited with the concerned authorities. The tenderer shall be solely responsible for any consequences arising out of breach of any legislation.

### **40.0 ELECTRICITY RULES AND REGISTRATION**

All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made there under applicable in the State of Rajasthan on the date of letter of intent with such special modification thereof as may be specially stipulated by competent State Authorities i.e. The Chief Electrical Inspector of Rajasthan.

Bidder (in case of consortium, the lead partner) should be registered as class-A electrical contractor in any state and/or in union territory of India. Adequate documentary evidence of the same shall have to be furnished.

However, for successful Bidder (in case of consortium, the lead partner), it shall be mandatory to get registered as class-A electrical contractor in State of Rajasthan before commencing the work. The registration should be valid from the date of start of work and shall remain valid up to 30 days from the date of handing over of the work to Engineer In charge. Agency shall also furnish the adequate documentary evidence of the same before commencing the work.

### **41.0 GOVERNING LAWS AND JURISDICTION**

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

### **42.0 JURISDICTION FOR LEGAL PROCEEDINGS**

The contract shall be governed by the laws of India for the time being in force and be subject to the court of competent jurisdiction at Ajmer City (RAJASTHAN) INDIA. All disputes, differences questions whatsoever arising between the AVVNL and the agency upon or in relation to or in connection with the contracts shall be deemed to have arisen at Ajmer City only and no

court other than court at Ajmer, Rajasthan shall have jurisdiction to entertain or try the same.

#### 43.0 **DEFENCE OF SUITS**

If any action in court is brought against the owner or engineer or an office or agent of the owner. for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contractor for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives or his subcontractors, workmen, contractors or employees, the contractor shall in all such cases indemnify and keep the owner, and the engineer and/ or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

#### 44.0 **LIMITATION OF LIABILITIES**

The final payment by the owner in pursuance of the contract shall mean, the release of the contractor from all his liabilities under the contract. Such final payment shall be made only at the end of the guarantee period as detailed in clause "37" above and till such time as the contractual liabilities and responsibilities of the contractor, shall prevail. All other payments made under the contract shall be treated as on-account payments.

#### 45.0 **SAFETY OF SYSTEM**

The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of meter books and other documents and records if transferred to it and developed later. These documents and records shall be maintained in updated condition and handed over back to AVVNL in good working order on completion of the contract. Agency shall make well to AVVNL any loss suffered by it due to default of the agency in this respect.

#### 46.0 **GRAFTS AND COMMISSIONS ETC.**

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

#### 47.0 **CONDUCT OF AGENCY'S STAFF**

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

#### 48.0 **LIEN**

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

#### 49.0 **MAINTENANCE OF FACILITIES AND PERSONNEL FACILITY**

The Agency shall maintain all requisite facilities of its own as required to carryout site testing and sealing of meters installed at the consumer premises including emergency testing as desired by AVVNL on priority within two days, validate, update and collect the related data of the consumers. Agency shall also submit the report along with the testing results taken at site of individual consumer.

The Agency shall provide and maintain a controlling office with requisite infrastructure at respective O&M Circle Headquarter of AVVNL and a corporate office at AVVNL with proper staff, & facilities and shall remain open at all reasonable hours to receive communications.

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

**50.0 PERSONNEL:**

The Agency shall maintain supervisory and other personnel for efficient management of the work under contract.

Officer-In-Charge	To have adequate experience and vision to take charge of the entire project and resolve problems so as to evolve an ideal system.
Meter Testers	Sufficient manpower to achieve minimum guaranteed performance minimum ITI in Electrical or Wiring trade.
Office Staff	Adequate manpower to handle data base, its updating and maintenance and generate information

Person in-charge or an alternate shall be available for communication during all business hours.

Agency shall not change the office in charge / nodal officer, frequently.

The Agency shall furnish documents regarding the experience of the key personnel proposed to be employed by him. AVVNL has right to verify the above at any time.

Agency shall issue identification cards to all its personnel engaged in the work under the contract. The identification card duly signed by Officer- In-Charge of the agency shall be consisting of Bio-Data and photograph of the concerned personnel along with name and logo of the agency. Concerned circle Superintending Engineer after countersigning these identification cards will return the same to the agency for distribution to the concerned personnel. The identification cards shall be handed over to the concerned Superintending Engineer after the completion of work under the contract.

**51.0 TAXES, PERMITS AND LICENCES**

The contractor shall be liable and pay all imported items/equipment taxes, duties, levy, lawfully assessed against the owner or the contractor in pursuance of the contract. In addition the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property only. This clause shall be read in conjunction with clause 14.0 of Section INB of this Volume.

**52.0 PROGRESS REPORTS**

During the various stages of the works in the pursuance of the contract, the

contractor shall at his own cost submit periodic progress reports as may be reasonably required by the engineer with such materials as charts, net-works, test certificates, etc. such progress reports shall be in the form and size as may be required by the engineer and shall be submitted in at least three (3) copies.

### 53.0 **TERMS OF PAYMENTS**

53.1 The terms of payment for testing , sealing, data retrieval & compilation of test results and related information of single phase and three phase electromechanical and electronic meters, at consumer's site, under AVVNL domain are detailed herein. The payment to the contractor shall be made by the concerned Circle Accounts Officer AVVNL, on the basis of value of bill(s) submitted after fulfilment of the contractual formalities as per Section-III Part-2 of this Tender Specification:

- (a) Acceptance of letter of award and signing of Contract Agreement.
- (b) Submission of performance bank guarantee in the format given at Annexure 'D' GCC.

53.2 The payment shall be made as under:-

- (a) 90% payment of monthly billed amount shall be released on or after 30 days from the date of receipt of invoices in the office of concerned Circle A.O.
- (b) Balance 10% of each monthly bill shall be retained for performance deposit. The payment of balance retention 10% of each monthly bill shall be made after 3 months of successful completion of contract period in all respect, on recommendation of Superintending Engineer (M&P), AVVNL, Ajmer after seeking satisfactory performance report from concern O&M circle office in which the work has been executed. However, no payment shall be released in case of failure of contractor to discharge their obligations during performance period.

Alternatively, the Agency shall furnish PBG equivalent to 10% of contract value to SE (TW), AVVNL, Ajmer for acceptance, thereafter, 100% payment shall be released for each billed amount. The PBG shall be released after 3 months of completion of contract and also ascertaining satisfactory performance of contract. You shall extend validity of PBG as per requirement of Nigam.

Currency of Payment: All payments under the contract shall be made in Indian Rupees only.

53.3 The payment will become due and payable by the Nigam on 30<sup>th</sup> day (Thirtieth) from the date of receipt of contractor's bill(s)/ invoice(s) with supporting documents in duplicate in the office of concerned circle Accounts Officer provided the documents submitted are complete in all respects. No interest on the outstanding payment or extension in work completion period shall however be admissible on account of delay in payments.

The payment shall be made within 30 Days from the date of receipt of invoices in the office of concerned AO (O&M) as per the contractual formalities:

The agency shall furnish the monthly bills sub-division wise to the respective Assistant Engineer (O&M). The ARO of sub-division and AEN shall verify the bill after ensuring fulfillment of requirement as per work order and after verification the invoice/bill to the concerning Executive Engineer (O&M).

It will be duty of ARO of sub-division to provide required billing data / copy of binder to the agency for proposing draft assessment in case same is required as per test report of the meters. The ARO shall provide such billing data / copy of binder to the agency within 3 days from the date of receipt of such intimation to the sub-division from agency. The agency shall prepare and submit draft assessment to the sub-division within 7 days from the date of receipt of billing data / copy of binder. The ARO shall confirm and ensure the receipt of assessment before verification of bills.

The Executive Engineer after countersigning such duly verified invoice/bill would send the same to the circle A.O (O&M).

The circle A.O (O&M) after receiving the verified and counter signed invoice/bills from the Executive Engineer (O&M), will arrange the payment as per contract

#### 54.0 **MODE OF PAYMENT**

54.1 The payment to the contractor shall be made by the concerned Circle Accounts Officer AVVNL on the basis of value of bill(s) submitted as per provisions of clause 53.0.

54.2 The payment of 10% of retentions amount from monthly bill(s) shall be made after 3 months of successful completion of contract period in all respect as per provision of clause 53.0.

54.3 To effect recoveries from a supplier/ contractor of one company by other companies:-

After finalizing of recoveries, the supplier will be informed to deposit the amount with in a period of '30' days under intimation to the AO of concerned circle. If the supplier fails to deposit the recoveries within the stipulated period, immediate action shall be taken to recover/ adjust the due amount from the financial hold / pending payment of supplier available with accounts branch. In case sufficient financial hold is not available, the custodian of vendor registration will be asked to recover the balance amount from the financial hold available against vendor registration, if any. If complete recovery cannot be affected even after that, then with the approval of the co-ordination committee the request will be made to the other companies to recover the amount from the financial hold of the supplier available with them.

#### 55.0 **BANKRUPTCY**

If the contractor shall die or dissolve or commit any act of bankruptcy or being a Corporation commence to be wound up except for reconstruction purpose of carry on its business under a receiver, the executors, successors or other representative in law of the state of the Contractor or any such receiver, liquidator, or any person in whom the Contract may become vested, shall forthwith give notice thereof in writing to the owner and shall for one (1) month during which he shall take all reasonable steps responsible to prevent

stoppage of the works, have the option of carrying out the contract subject to his or their providing such guarantee, as may be required by the Owner but not exceeding the value of the work for the time being remaining as un-executed, provided however, that nothing above said shall be deemed to relieve the contractor or his successors of his or their obligations under the contract under any circumstances. In the event of stoppage of the works, the period of the option under this clause shall be fourteen (14) days only. Provided that, should the above option not be exercised, the Contract may be determined by the owner by notice in writing to the Contractor and it shall be lawful for the Owner to take the work full or in part out of the contractor's hands and re-contract at reasonable prices with any other persons and the Owner shall be entitled to retain and supply any balance which may be otherwise due on the Contract by him to the Contractor, or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid

#### **56.0 ACCEPTANCE OF THE ORDER**

The acceptance of order shall be conveyed to the Superintending Engineer (TW), Ajmer Vidyut Vitran Nigam Limited, Vidyut Bhawan, Panchsheel Nagar, Makarwali Road, Ajmer with a copy of same to the Superintending Engineer (M&P), Opp. 220 KV GSS, Naka Madar, Ajmer within ten days of the receipt of order failing which it will be presumed that the terms and conditions incorporated in the order are acceptable to the contractor.

#### **57.0 HANDING OVER ON TERMINATION**

The contract agreement shall require the parties to cooperate in handing back the facilities, records, and database and in good working order to owner after termination of agreement.

Upon termination of the agreement, the agency's authority to act in the area shall immediately cease.

#### **58.0 NON-ASSIGNMENT**

Neither party may assign nor transfer any of its rights and obligations under the Agreement to any person without the other party's consent.

#### **59.0 TENDER FORMS AND ACCEPTANCE OF TENDER:**

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

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

## **60. FAILURE TO EXECUTE THE CONTRACT**

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

### **61.0 EFFECTING RECOVERIES**

Any loss, arising due to non-fulfilment of this contract or any other contract, will be recovered from the Security Deposit held and or any other amount due to the agency from the AVVNL from this Contract as well as from other contracts

### **62.0 ACCEPTANCE OF CONTRACT**

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

### **63.0 COMPENSATION / PENALTY FOR NON EXECUTION/DELAY IN EXECUTION OF WORK**

(A) Delay in execution of works

In case of delay in execution of works beyond stipulated period the following recovery /action shall be made applicable

- i. Recovery shall be effected for delay in delivery/ execution @ ½% per week or part thereof subject to a maximum of 10% of Contract value.
- ii. Uncompleted work shall be cancel with levying penalty as per (i) above and if so desired to get the work completed by the other agencies/contractor that shall be done at the risk and cost of the contractor.
- iii. Non availability of matching material will not be counted as delay on the part of the contractor.
- iv. The adjustment in regard to the amount recoverable, if any, in terms of para 14(a) shall be made from the cash deposits/dues of the firm or by operating the Bank Guarantees as may be available with the Nigam and/or in any other manner as may be deemed appropriate by the Nigam.
- v. The agency shall complete the target of testing @ 25% of ordered quantity per half yearly in respect of each circle as per work order
- vi. In the event of 25% work of ordered quantity of particular circle is not completed within 6 months, on the balance quantity of meters, the AVVNL shall effect a penalty of HALF PERCENT (0.5%) per week or part thereof subject to a maximum of TEN PERCENT (10%) of delayed work amount, shall be recovered from the account of Agency for the work of onsite testing of meters

(B) Penal Provision for non execution of contract/works.

**1. The taken from a bidder shall be forfeited in the following cases, namely**

- a) When the bidder withdraws or modifies its bid after opening of bids.



- b) When the bidder does not execute the agreement, if any , after placement of supply /work order within the specified period;
- c) When the bidder fails to commence the supply of the goods or service or execute the work as per supply / work order within the time specified.
- d) When the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
- e) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter 6 of these rules.

**2. Rule 82 of RTPP rules 2013. Breach of code of integrity by the bidder.-**

Without prejudice to the provisions of Chapter IV of the RTPP Act 2012, 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 RTPP Act 2012.

**3. Interference with procurement process.-**

(1) Whoever-

- a. interferes with or influences any procurement process with the intention of securing any wrongful gain or undue advantage for any prospective bidder or bidder; or
- b. interferes with the procurement process with the intention of causing any unfair disadvantage for any prospective bidder or bidder; or
- c. engages in any action or lobbying, directly or indirectly, with the objective of unduly restricting fair competition; or
- d. intentionally influences any procuring entity or any officer or employee thereof or wilfully or fraudulently makes any assertion or representation that would restrict or constrain fair competition in any procurement process; or
- e. engages a former officer or employee of a procuring entity as an employee, director, consultant, adviser or otherwise, within a period of one year after such former officer or employee was associated with a procurement in which the employer had an interest; or
- f. engages in any form of bid-rigging, collusive bidding or anticompetitive behaviour in the procurement process; or
- g. intentionally breaches confidentiality referred to in section 49 for any undue gain, shall be punished with imprisonment for a term which may extend to five years and shall also be liable to fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

(2) A bidder who-

- (a) withdraws from the procurement process after opening of financial bids;
- (b) withdraws from the procurement process after being declared the successful bidder;
- (c) fails to enter into procurement contract after being declared the successful bidder;
- (d) fails to provide performance security or any other document or security

required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding documents or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

**4. Vexatious appeals or complaints.-**

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under this Act, with the intention of delaying or defeating any procurement or causing loss to any procuring entity 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.

**5. Debarment from bidding.-**

- (1) A bidder shall be debarred by the State Government if he has been convicted of an offence -
  - (a) under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
  - (b) 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.
- (2) A bidder debarred under sub-section (1) as above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- (3) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of section 11 of RTPP Act 2012, it may debar the bidder for a period not exceeding three years.
- (4) Where the entire or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- (5) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

PROFORMA OF APPLICATION FOR PAYMENTS

ANNEXURE – A (GCC)

Project : \_\_\_\_\_

Equipment : \_\_\_\_\_ Date : \_\_\_\_\_ Name of Contractor : \_\_\_\_\_ Contract  
No. : Contract Value: \_\_\_\_\_ Contract Name :Until \_\_\_\_\_ reference:  
Application : \_\_\_\_\_  
Serial number \_\_\_\_\_ :

To,

\_\_\_\_\_  
The Superintending Engineer (TW),  
Ajmer Vidyut Vitran Nigam Limited,  
Vidyut Bhawan, Panchsheel Nagar, Makarwali Road,  
Ajmer-305004

Dear

Sir, Sub: Application for Payment \*

Pursuant to the above referred contract dated ..... the undersigned hereby  
applies for payment of the sum of

.....  
(Specify amount) The above amount is on  
account of : (Check whichever applicable)

1.Completed works including supply & erection against running bills

2.Final payment (Schedule \*\*)

as detailed in the attached schedule(s) which form an integral part of this application.

3. The payment claimed is as per item(s) No.(s) ..... of the payment schedule  
annexed to the above mentioned contract.

4. This application consists of this page, a summary of claim statement (Schedule\*\*) and the  
following signed schedule:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

The following documents are also enclosed:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Signature of Contractor/authorised signatory

\* Applications for payment will be made to 'Engineer' as to be Designated for this purpose at  
the time of award of the contract.

\*\* Proforma for the schedules will be mutually discussed and agreed to during the  
finalisation of the contract agreement.

AJMER VIDYUT VITRAN NIGAM LIMITED  
AGREEMENT

(On non-judicial stamp paper of Govt. of Rajas than having stamp duty as applicable)

This indenture made at \_\_\_\_\_ on \_\_\_\_\_ this \_\_\_\_\_ day of the Month of \_\_\_\_\_ of the year \_\_\_\_\_ between the Managing Director, Ajmer Vidyut Vitran Nigam Ltd.

(hereinafter referred to as the Owner) which expression unless the context does not permit includes successors and assigns) of the one part and

(I) To be used in case of Limited Companies

M/s \_\_\_\_\_ a private/ Public Limited Company incorporated

\_\_\_\_\_ under the \_\_\_\_\_ companies act and having

its Registered office at \_\_\_\_\_ (hereinafter referred to as Contractor which

expression unless the context does not permit includes their successors and permitted assigns).

(2) To be used in case of Partnership concerns

M/s \_\_ a Partnership Firm consisting of the following Partners namely:

(Name) (Age) (Residence) (Occupation)

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

(hereinafter referred to as Contractor which expression unless the context does not permit includes their respective heirs, executors, administrators, legal representatives, permitted assigns) of the second part, witness the as follows:-

(1) The contractor, does by these presents agree to supply and execute/complete the erection work of \_\_ (Name of work) to the Owner and the Owner does agree to purchase and execute/complete the erection work from the Contractor, the material/equipment and erection work as

specified in the work order No. \_\_\_\_\_ dated \_\_\_\_\_ and amendment letter No. \_\_\_\_\_

\_\_\_\_\_ dated \_\_\_\_\_ appended and on the terms & conditions constrained in the said order and amendment letter. The General terms and conditions of the contract appended hereto are considered a part of this agreement.

(2) The Contractor has deposited Rs. \_\_\_\_\_ Rs. (In \_\_\_\_\_ word

\*(a) In cash, or

s

\*(b) by furnishing a Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn in favor of \_\_\_\_\_ or

\*(c) by furnishing a Bank Guarantee amounting to Rs. \_\_\_\_\_ towards security and performance of

(\* delete which is not applicable)

(3) The contractor is also bound to fulfill all the conditions mentioned in the above work order.

(4) The work to be executed under this agreement shall be as per terms and conditions mentioned in the above work order.

(5) In case of dispute as to whether any materials supplied are or are not in accordance with specifications set forth in the schedule, the decision of The Superintending Engineer

(TW), AVVNL shall be final and binding on both the parties.

(6) The delivery shall be effected and completed as per clause No. \_\_\_ of the work order from the date of this Work Order and amendment letter No. \_\_\_\_\_ dt. \_\_\_\_\_. The first installment of supplies will begin as per clause No. \_\_\_\_\_ of the work order and amendment letter No.

\_\_\_\_\_ dt. \_\_\_\_\_ to the work order.

(7) Payment of the work executed under this agreement shall as under :

As per clause No. \_\_\_\_\_ of the Work Order and amendment letter No. \_\_\_\_\_ dt \_\_\_\_\_ to the work order.

(8) If the Contractor fails wholly or in part to fulfill this agreement, the Owner shall be entitled at his discretion to retain the whole or any part of the deposit made by the Contractor under clause (2) and if the loss suffered by the Owner exceeds the amount of said deposit, he will be entitled to recover the said loss from the Contractor.

(9) If any sum remains due or becomes recoverable from the Contractor on account of the non- fulfillment of this agreement or on account of any other reason, the Contractor shall pay the same immediately on demand, the Owner shall be entitled to recover the same from the Contractor as arrears of Land Revenue.

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

Signed and delivered by

In case of \_\_\_\_\_ (1)Signature \_\_\_\_\_

Limited/Partnership Shri  
Companies & Firms ation

(2)Signature \_\_\_\_\_

For and on behalf of \_\_\_\_\_ (1) Signature \_\_\_\_\_

In presence of witnesses (2) Signature \_\_\_\_\_

Signed and delivered

by (1) Signature \_\_\_\_\_

In case of individuals \_\_\_\_\_

Shri

Signed and delivered by

In case of Individuals Shri \_\_\_\_\_ (1) Signature \_\_\_\_\_ In the presence of witness:

(1) Shri \_\_\_\_\_ ation \_\_\_\_\_ (2) Shri \_\_\_\_\_ ation \_\_\_\_\_ (2) Signature \_\_\_\_\_

Signed and delivered by the \_\_\_\_\_ AVVNL

by order and on behalf of the MD of AVVNL

## ANNEXURE-E (GCC)

### PERFORMA FOR PERFORMANCE BANK GUARANTEE FORM (NJS 0.25% of BG value maximum upto Rs 25000/-

To,

The Superintending Engineer (TW),  
Ajmer Vidyut Vitran Nigam Ltd.,  
Vidyut Bhawan, Panchsheel Nagar,  
Makarwali Road,  
Ajmer-305004

Dear Sir,

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

WHEREAS MESSERS \_\_\_\_\_ (hereinafter called contractor) agreed for -----turnkey basis to the SUPERINTENDING ENGINEER (TW), AJMER VIDYUT VITRAN NIGAM LTD. against Work order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the contract).

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

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

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

1. The Bank hereby guarantees to the SUPERINTENDING ENGINEER (TW), AJMER VIDYUT VITRAN NIGAM LIMITED, the fulfillment by the contractor of the various obligations imposed on him under the aforesaid contract including the obligations of the contractor to supply material and to timely execute /complete erection work of good quality and workmanship and the bank further guarantees to the AJMER VIDYUT VITRAN NIGAM LTD. that the contractor shall substitute and supply any material and execute /complete free of cost, any additional work that may be required due to defects arising from faulty design and workmanship and the Bank undertakes to indemnify and keep the SUPERINTENDING ENGINEER (TW), AJMER VIDYUT VITRAN NIGAM LTD. indemnified to the extent of Rs. \_\_\_\_\_ (in words Rupees \_\_\_\_\_) against any loss or damage that may be caused to or suffered by the AJMER VIDYUT VITRAN NIGAM LTD. by reason of any failure by the contractor to timely supply material and executing/completing erection work of good quality and workmanship as aforesaid and further undertake to pay to the SUPERINTENDING ENGINEER (TW), AJMER VIDYUT VITRAN NIGAM LTD. on demand a sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in the event of the contractor failing or neglecting to perform and discharge the aforesaid duties and obligations on their part to be observed and performed under the said contract.

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

2. The guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the obligations to the AJMER VIDYUT VITRAN NIGAM LTD. under or by force of the contract have been fully and properly discharged by the said contractor, subject however, to the conditions that the AJMER VIDYUT VITRAN NIGAM LTD. will have no right under this guarantee after \_\_\_\_\_ months from the date of completion / commissioning / taking over of the line, provided further that if any, claim arises by virtue of this guarantee before the aforesaid date, the same shall be enforceable against this bank not withstanding the fact that the same is enforced after the aforesaid date.
3. The guarantee herein contained shall not be affected by any change in the constitution of the contractor or Bank.
4. The SUPERINTENDING ENGINEER (TW), AJMER VIDYUT VITRAN NIGAM LTD. shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by the NIGAM against contractor and either to enforce or forebear from enforcing any of terms and conditions of the said contract and the Bank shall not be released from its liability under this guarantee and exercise of the AJMER VIDYUT VITRAN NIGAM LTD. of the liberty with reference to the matter aforesaid or by the reasons time being given to the contractor or any other forbearance, act or omission on the part of the AJMER VIDYUT VITRAN NIGAM LTD. to the contractor or by any other matter or thing whatsoever which under the law relating to the sureties shall but for this provision have the effect of so releasing the bank from such liability.
5. The decision of the SUPERINTENDING ENGINEER (TW), or any other officer exercising the powers of SUPERINTENDING ENGINEER (TW), AJMER Vidyut Vitran Nigam Ltd. shall be the final.
6. The Bank further undertake not to revoke the guarantee during its currency except with the previous consent of the, SUPERINTENDING ENGINEER (TW), AJMER Vidyut Vitran Nigam Ltd. in writing.
7. All disputes arising under the said guarantee, between the Bank and the Nigam or between the contractor and the Nigam pertaining to the guarantee, shall be subject to the jurisdiction of Courts, only at AJMER in Rajasthan alone.
8. Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee shall remain in force up to \_\_\_\_\_ unless demand or claim in writing is presented on the Bank within six months from that date, the Bank shall be released and discharged from all liabilities there under. However the validity of the bank guarantee shall be extended as and when required by the Nigam.
9. IN WITNESS WHEREOF THE BANK HAS executed these presents the day and year written above.

Yours faithfully,

Bankers(Executants)

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

Witness 1.

Witness 2.

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

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

DETAILS OF PROGRESS

1. Details of progress achieved during I/II fortnight of month \_\_\_\_\_
2. Order No. and Date \_\_\_\_\_
3. Name of Line: \_\_\_\_\_

(A)	S.No	Erection activity (All)	Unit	Total work involved	Work done upto last fortnight	Work done during fortnight	Total work done upto this	Balance work to be done	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

- (B) Details of work done (activity-wise)

SIGNATURE OF THE CONTRACTOR



**CHECK LIST CONTRACT AGREEMENT**

- 1) Required stamp paper of Rs. 0.25% of work order value (Non judicial stamp paper of Rajasthan Government)
- 2) Stamp paper should be in the name of firm
- 3) Stamp paper should be valid (should not be old more than six month)
- 4) Should be in triplicate
- 5) Contract agreement should be according to our prescribed format
- 6) The enclosures should be attached as required by Work Order
- 7) All the pages of agreement along with its enclosures should be signed by the authorized signatory
- 8) The clause Number of work order should be recorded in the blank space wherever required along with other information like work order No., details of firms, details of deposit etc.
- 9) The agreement should be witnessed by the two persons along with their name and address
- 10) The Power of Attorney in respect of authorized signatory should be attached with the contract agreement duly attested by first class magistrate or Notary Public on Non judicial stamp paper of Rs. 500/- or as provided in stamp and registration Act, bearing the seal of stamp paper issuing authority to firm along with seal and signature of issuing authority.
- 11) The power of attorney should be witnessed by two persons along with their name and address
- 12) The Power of Attorney should be in triplicate
- 13) The contract agreement is to be executed between the Managing Director, AVVNL, Ajmer and the firm.

