

TENDER SPECIFICATION NO: TN- 02/ Rev/2017-18

Cost of tender specification Rs.1000/-

“To collect cash and operate computerized cash collection system for energy bills in Ajmer Discom”

**Office of Chief Accounts Officer(A&R),
Ajmer Vidyut Vitran Nigam Limited(AVVNL),
Vidyut Bhawn, Makarwali Road Panchsheel Ajmer**

--

Contact Details

Contact Personnel

Telephone No.

Email

CAO (A&R), AVVNL, Ajmer

0145-2644517

revenue.section@rediffmail.com

DISCLAIMER

This Tender Document (also referred as “Request for Proposal” or “RFP”) is not an agreement and is not an offer or invitation by AVVNL to any Bidder other than the one that qualifies based on evaluation of submitted bids. The purpose of this Tender Document is to provide information to the potential Bidders to assist them in responding to this Tender Document. Though this Tender Document is prepared with sufficient care to provide all required information to the potential Bidders, they may need more information than what has been provided. In such cases, the potential Bidder is solely responsible to seek the information required from AVVNL, at his / her own cost. AVVNL reserves the right to provide such additional information at its sole discretion. In order to respond to the Tender Document, if required, and with the prior permission of AVVNL, the potential Bidder may conduct his own study and analysis, as may be necessary.

AVVNL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the Tender Document. AVVNL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

ACRONYMS USED IN THIS DOCUMENT

Sl. No.	Acronym	Description
1.	AVVNL	Ajmer Vidyut Vitran Nigam Limited
2.	DISCOM	Distribution Company i.e. AVVNL
3.	EMD	Earnest Money Deposit
4.	PAN	Permanent Account Number
5.	PBG	Performance Bank Guarantee
6.	RFP	Request For Proposal
7.	T+1	Transaction date + one day
8.	SLA	Service level agreement
9.	DD / PO	Demand Draft / Pay Order
10.	BC	Banking Correspondents

AJMER VIDYUT VITRAN NIGAM LTD.
Regd. Office: Vidyut Bhawan, Panchsheel Nagar, Makarwali Road,
Ajmer-305004

NOTICE INVITING TENDER
“Through E-Tendering Process”

RFP SPECIFICATION NO. 02/Rev//2017-18

Technical & Financial e-Bids are invited for the work **“To collect cash and operate computerized cash collection system for energy bills in Ajmer Discom”** for a period of 3 years, from Scheduled Banks

Tendering Authority	The Chief Accounts Officer (A&R), Ajmer Vidyut Vitran Nigam Ltd., Panchsheel Nagar, Makarwali Road, Ajmer-305004.
Submission of Demand Draft for Tender Fee, with C.A.O. (A&R) in favour of Sr. A.O. (EA & Cash), A.V.V.N.L., Ajmer (non-refundable)	Rs. 1000/- (Rupees one thousand Only)
Submission Demand Draft for e-Tender Processing Fee with C.A.O. (A&R) in favour of M.D., RISL payable at Jaipur (non-refundable)	Rs.1000/- (Rupees One thousand only))
Estimated cost of Project (Approx)	Rs. 100 lacs (Rupees one hundred lacs only)
Submission of Earnest Money Deposit (EMD) with C.A.O. (A&R) in favour of Sr. A.O. (EA & Cash), A.V.V.N.L., Ajmer (in form of Demand Draft)	Rs. 2 lacs (Rupees two lacs only)
Publishing Date/Time	04.07.2017 at 9.30 AM
Downloading of tender document	From 04.07.2017 at 9.30 AM onwards at https://eproc.rajasthan.gov.in

	or http:// energy. rajasthan. gov. in / avvnl or http://sppp.rajasthan.gov.in
Bid submission Start Date/Time & Place of submission of bids	04.07.2017 from 9.30 AM onwards at https://eproc.rajasthan.gov.in
Pre-Bid meeting date, time & place	17.07.2017 at 11.30 AM at Conference Hall, Vidyut Bhawan, A.V.V.N.L., Panchsheel Nagar, Ajmer
End of Document Downloading Date/Time	03.08.2017 up to 3.00 PM
Bid submission Last Date/ Time	03.08.2017 up to 3.00 PM
Submission of Demand Draft cost of Tender Document, e-Tender Processing Fee and EMD with hard copies of proposals.	Up to 03.08.2017 up to 3.00 PM in the Office of Chief Accounts Officer (A&R), AVVNL, Vidyut Bhawan, Panchsheel Nagar, Ajmer.
Date, Time and Place of Opening of Technical Bids	04.08.2017 11.30 AM at Ajmer through https://eproc.rajasthan.gov.in
Date & Time of Opening of Financial Bids	Will be intimated later to the technically qualified bidders
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	www.avvnl.com https://eproc.rajasthan.gov.in http://sppp.rajasthan.gov.in
Bid & EMD Validity	120 days from date of opening of Technical bid or 90 days from the date of opening of Financial bid whichever is later.

The prospective bidder should have the necessary competence, sufficient experience, expertise and financial capabilities as per eligibility criteria. The other qualifying requirements are detailed in the specification.

Important Notes:-

1. The tender/bid shall be submitted through online tendering system of <https://eproc.rajasthan.gov.in>.
2. Bidders who wish to participate in this tender will have to register on <https://eproc.rajasthan.gov.in>. To participate in online tenders, Bidders will have to procure Digital Signature Certificate (Type – II or Type – III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, Safecrypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for future assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.

Contact No. 0141 – 4022688 (Help desk of RISL - 10.00 AM to 6.00 PM on all working days)

E-mail: eproc@rajasthan.gov.in

Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

3. Bidders should refer to the website <https://eproc.rajasthan.gov.in> and go through the link “Help For Contractors”, “Information About DSC”, “FAQ” and “Bidders Manual Kit” and **Section-I** to know the process for submitting the electronic bids at the website.
4. The ‘Instructions to bidders’ and other terms and conditions of this tender pertaining to the bidding process generally follow the guidelines of e-tendering system of the government of Rajasthan, available at URL <https://eproc.rajasthan.gov.in>. However, wherever there is any anomaly between terms related to the bidding process referred to in this document and the GoR e-tendering system, the latter shall be prevailed.
5. The complete bid document has been published on the websites www.avvnl.com, <https://eproc.rajasthan.gov.in> and <http://sppp.rajasthan.gov.in> for the purpose of downloading.
6. The downloaded bid document shall be considered valid for participation

in the bid process subject to submission of required Bid document fee of Rs. 1000/- only (Rupees one thousand only) in Demand Draft with C.A.O. (A&R), A.V.V.N.L., Ajmer in favour of Sr.A.O. (EA & Cash), A.V.V.N.L., Ajmer payable at Ajmer and e-Tender Processing Fee: Rs. 1,000/- (Rupees One Thousand only) in Demand Draft in favour of M.D, RISL payable at Jaipur. Scanned copies of the aforesaid DDs shall be enclosed with the submission of bid online whereas original DDs shall be furnished to the Chief Accounts Officer (A&R), A.V.V.N.L., Ajmer in separate envelopes up to the date & time specified for the submission of bid.

7. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally and stamped on each page by the designated authorized representative of the bidder.
8. No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder(s).
9. A.V.V.N.L. disclaims any factual or any other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
10. Bids will be considered only in the prescribed form/ document. Bids not submitted in the prescribed format will be summarily rejected. Also, bidders should refrain from providing the information which is not relevant.
11. Copies of various documents to be enclosed along with the bid-proposals must be legible and be self-attested by the authorized signatory with official seal. Claims made by bidder related to the project experience and other requirements shall be considered only when appropriate supporting documents are provided.
12. The Bids can be submitted up to date and time given as specified in the NIT.
13. The complete bidding process is defined in the RFP document.

14. In case, a bidder imposes conditions which are in addition or at variance or in conflict with the terms and conditions as specified in this RFP document, all such bid-proposals will be summarily rejected.
15. Tendering Authority reserves the complete right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/ rejected by the A.V.V.N.L./ tendering authority.
16. In case, a dispute arises with regard to interpretation/ omission/ error in the RFP document, bid submitted, other documents; the decision of A.V.V.N.L. will be final and binding upon the bidders.
17. Interested bidders may obtain further information from the office of The Chief Accounts Officer (A&R), Ajmer Vidyut Vitran Nigam Ltd, Panchsheel Nagar, Makarwali Road, Ajmer on any working day between 10:00 AM to 6:00 PM.

Chief Accounts Officer (A & R),
Ajmer Vidyut Vitran Nigam Ltd.
Panchsheel Nagar, Makarwali Road, Ajmer-305004

Tender Notice

AJMER VIDYUT VITRAN NIGAM LIMITED

Chief Accounts Officer (A&R)

TENDER SPECIFICATION NO.TN- 02/Rev/2017-18

Chief Accounts Officer (A&R), AJMER VIDYUT VITRAN NIGAM LIMITED (AVVNL) invites sealed tenders To collect cash and operate computerized cash collection system for energy bills in Ajmer Discom for a period of 3 years, from Scheduled Banks

Chief Accounts Officer (A&R)

AVVNL, Ajmer

Introduction

1.1 Background:

Ajmer Vidyut Vitran Nigam Limited (A.V.V.N.L.) is a Distribution Utility entrusted with the license for sub-transmission and distribution of electric power in the designated areas within the State of Rajasthan covering the district of Ajmer, Bhilwara, Chittorgarh, Nagaur, Jhunjhunu, Sikar, Rajsamand, Banswara, Udaipur, Pratapgarh and Dungarpur. The Company established on 19th July, 2000 by Government of Rajasthan under the provision of the Rajasthan Power Sector Reforms Act, 1999 as the successor company of RSEB and presently has its corporate office at Vidyut Bhawan, Panchsheel Nagar, Makarwali Road, Ajmer-305004.

1.2 General details:

S.No.	Description	Nos.
1.	Number of Zones :- Ajmer, Jhujhunu, Udaipur	3
2.	Number of O&M Circles:- Ajmer City Circle, Ajmer District Circle, Bhilwara, Chittorgarh, Nagaur, Jhunjhunu, Sikar, Rajsamand, Banswara, Udaipur, Pratapgarh and Dungarpur	12
3.	Other Accounting Units- Non O&M Circles:-EA-Cash, C.P.C., Ways & Means Jaipur, Internal Audit and Head office.	5

1.3 Overview of number of consumer of AVVNL.

No. of consumers as on April 2017	
Circle Name	Regular Category
Ajmer city circle	216955
Ajmer district circle	338547
Bhilwara	451732
Nagaur	528292
Udaipur	522120
Chittorgarh	243544
Rajsamand	291169
Banswara	132741
Pratapgarh	209360
Dungarpur	219982
Sikar	517008
Jhunjhunu	417880

1. GENERAL INFORMATION

The Chief Accounts Officer (A&R), AVVNL, Ajmer, Rajasthan invites two-part sealed Proposal on behalf of AVVNL from resourceful and experienced Scheduled Banks of India to collect amount of energy bills from consumers of AVVNL in cash /cheques / DD / PO through bank branches as well as through their agencies like bank mitras / banking correspondents, etc.

1.1. Structure of RFP

The tender document is broadly segregated into the following sections:

i) BID PROCESS

This section provides eligibility criteria for bidders, general terms & conditions with respect to eligibility criteria, management of bid process, evaluation criteria and evaluation methodology.

ii) TERMS OF REFERENCE

This section provides introduction to the project, Scope of work and SLAs of the proposed engagement.

iii) GENERAL TERMS & CONDITIONS

This section details the Terms & Conditions with respect to award of contract, payment schedules and general terms and conditions.

iv) Technical offer

v) Financial Offer Declaration

Section – I: Bid Process (Instructions to the Bidders)

1 General instructions

- i) Chief Accounts Officer(A&R), AJMER VIDYUT VITRAN NIGAM LIMITED (AVVNL), Vidyut Bhawan, Panchsheel Nagar, Ajmer shall receive bids in respect of services as set forth in the accompanying specification.
- ii) All bids must be prepared and submitted in accordance with these instructions.
- iii) Prior to filling the Bid proposal, the bidders in their own interest are advised to read these specifications and all the terms & conditions as incorporated in this bid documents carefully.
- iv) If the bidder has any doubt about the meaning of this specification or any portion thereof, he may refer the same to the Chief Accounts Officer (A&R), AJMER VIDYUT VITRAN NIGAM LIMITED, Ajmer, prior to submitting the bid well before the time & date specified or opening of bids so that the same may be clarified.
- v) 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 the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/ commented by the bidder in its bid document.
- vi) Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to this bid shall be rejected and returned to the respective bidders.

vii) The works referred herein above will be covered in the proposal which shall include commissioning, successful completion of performance and guarantee which AVVNL desires to get executed.

2. Bidding Instruction

2.1.1 Qualification Criteria

Following is the qualification criteria for the bidders. The qualification criteria must be met for qualification of the bids.

1. The bidder should be a Scheduled Bank.
2. The bidder should have at least 300 branches in the Discom area, out of which at least 150 should be situated in rural areas of the Discom.
3. Apart from regular Bank branches, the bidder should have at least 500 collection centers/bank mitras /banking correspondents, etc in Discom area.

NOTE: Documentary proof for all the above criteria has to be enclosed failing which the bid shall be liable for rejection.

2.1.2 EARNEST MONEY DEPOSIT (EMD):

1. The tenderer shall furnish Earnest Money Rs. 2,00,000/- (Rupees Two lacs only) through DD payable in the name of Sr. Accounts Officer (EA&Cash), AVVNL, Ajmer.
2. Scanned copy of the above instrument (DD) shall be enclosed with the submission of bid online whereas original DD shall be furnished to the Chief Accounts Officer (A&R) in separate envelope with the technical proposal up to the date & time specified for submission of bid.
3. Any tender not accompanied with the scanned copy of the DD against deposition of earnest money through bank draft shall be rejected and the tender shall not be opened.
4. EMD in respect of unsuccessful bidders shall be refunded against their written claim within one month from the date of award of order to successful bidder. The earnest money deposited by successful bidder is adjustable with Contract Performance Guarantee or shall be refunded on furnishing the Performance Guarantee as stipulated elsewhere in the bid document.

5. Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the Nigam in connection with some other bids/orders shall not be entertained.
6. No interest shall be payable on the amount of EMD.
7. The AVVNL reserves the right to forfeit Earnest Money deposit or a part thereof in circumstance, which according to it indicate that the bidder is not earnest in accepting/ executing any order placed under this specification.

2.1.3 COST OF TENDER SPECIFICATION AND E-TENDER PROCESSING FEES.

The bidders can download the bid document from <https://www.eproc.rajasthan.gov.in>. However, Cost of tender/bidding document Rs. 1,000/- (Rs. one thousand only, non-refundable) shall be deposited through Bank Draft payable to the Sr. Accounts Officer (EA&Cash), AVVNL, Ajmer. The bidder shall also deposit e-tender processing fee amounting to Rs. 1000/- (Rs. One thousand, non-refundable) through DD in favour of M.D, RISL payable at Jaipur. Scanned copies of the aforesaid DDs shall be enclosed with the submission of bid online whereas original DDs shall be furnished to the Chief Accounts Officer (A&R) in separate envelopes with the technical proposal up to the date & time specified for the submission of bid. The processing fee will be sent by the Sr. AO (Rev.) to the RISL.

3. CLARIFICATIONS AND AMENDMENTS & DEVIATION FROM BIDDING DOCUMENT

3.1.1 CLARIFICATIONS TO THE BID DOCUMENT

- i. If the prospective bidder has any doubts as to the meaning of any portion of the bidding document, then he is allowed to refer the same to the tendering authority and get clarifications. He may do so by contacting the tendering authority in writing at the address indicated in the NIT.

- ii. Response shall be forward by the Tendering Authority to concerned Bidders and shall also be placed on the website of AVVNL, including the description of the inquiry but without disclosing its source.
- iii. As a result of clarification or otherwise, if the Tendering Authority deems it necessary to amend the Bidding Document, it shall do the same by issuing a revised bidding document / Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in the order to give reasonable time to the prospective Bidders to take into account the amendment.

3.1.2 AMENDMENT OF RFP DOCUMENT

- i. At any time prior to the Bid Due Date, the Authority may for any reason, whether on its own initiative or as a result of a response to a query received during Pre-Bid Conference, modify the RFP Document/extend Bid Due Date by issuing “**Amendment/Corrigendum/Addendum**”.
- ii. The Amendment/Corrigendum/Addendum shall be published on <http://www.avvnl.com>, <https://eproc.rajasthan.gov.in> and <http://sppp.rajasthan.gov.in>. Each such Amendment/ Corrigendum/ Addendum shall become part of the RFP Document.

3.1.3 DEVIATION FROM THE BID DOCUMENTS.

- 1 The offer must have ‘No Deviation’ certificate as per Form F-7 and F-8 of this tender document
- 2 If the bidder has certain deviations, such deviations may or may not be accepted on its merits due to financial and technical implications.
- 3 The bid must include a separate statement indicating all deviations from the bid documents as per format enclosed at Form No. F-6

- 4 All such deviations must be clearly mentioned in the Schedule of Deviation.

4. Bidder Inquiries and Responses

The mode of delivering written questions to the aforementioned contact would be through email only with subject line as TN – 02/Rev/2017-18 – “to collect amount of energy bills from consumers of AVVNL in cash/cheque/DD/PO through bank branches as well as through their agencies like bank mitras / banking correspondents, etc.”

The bidders shall send their queries at the following email address: **revnue.section@rediffmail.com**

In no event will the AVVNL be responsible for ensuring that bidder’s inquiries have been received by the AVVNL. The AVVNL will endeavor to provide a timely response to all questions. AVVNL would provide information to the extent it is currently available to the best of the knowledge of the AVVNL team. The responses will be communicated through email only.

5. Supplemental Information to the RFP

If AVVNL deems it appropriate to revise any part of this RFP or to issue additional data to clarify any provisions of this RFP, it may issue supplements to RFP. The amendments shall be published on the website (www.avvnl.com). Prospective bidders are advised to periodically browse this website to find out any further corrigendum/ addendum/ notice published with respect to this RFP. All such supplements shall be part of the RFP and the bidders shall submit their bids on that basis. AVVNL makes no representation or warranty as to the completeness or accuracy of any response, nor does the AVVNL undertake to answer all the queries that have been posed by the bidders.

6. Bid Preparation Cost

The bidder will be responsible for all costs incurred in connection with the participation in this process, including, but not Limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by AVVNL to facilitate the evaluation process, and in

negotiating a definitive Service Agreement and all such activities related to the bid process. Further, no reimbursable cost may be incurred in anticipation of award of contract.

7. Advice to Bidders

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of Bid by the bidder has been done after their careful study and examination of the RFP document with full understanding to its implications.

8. Transferability of the RFP document

This tender document is non-transferable.

9. Right to Terminate the Process

- i) AVVNL may terminate the bidding process at any time without assigning any reason. AVVNL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii) This RFP does not constitute an offer by AVVNL. The AVVNL may invite the bidder for further discussions and negotiation towards the process of selection. The commencement of such negotiations does not, however, signify a commitment by AVVNL to execute a contract or to continue negotiations. AVVNL may terminate negotiations at any time without assigning any reason.

10. Venue and Deadline for Submission of Proposals

- i) Proposals must be submitted to AVVNL at the address specified below:

Venue	The Office of Chief Accounts Officer (A&R), A.V.V.N.L., Vidyut Bhawan, Panchsheel Nagar, Ajmer.
Contact Number	0145-2644517
Last Date for Submission of Bids	03.08.2017 up to 3 PM

- ii) AVVNL may, at its discretion, extend the deadline for submission of bids by issuing an corrigendum or by intimating all bidders who have been provided the bid documents, in writing or by facsimile or through email or through Nigam's website (www.avvnl.com) in which case all rights and obligations of the proposed project and the bidders will thereafter be subject to the deadline as extended.

11. Late Bids

Bids received after scheduled date and time for any reason whatsoever, shall automatically stand rejected.

12. SUBMISSION AND OPENING OF BIDS:-

12.1 COST OF BIDDING

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

12.2 LANGUAGE OF BIDS

The Bid, as well as all correspondence and documents relating to this Bid shall be exchanged and considered by the Bidder and the tendering authority in English Language only. Supporting documents and printed literatures comprising part of the Bid may however be provided in English/ Hindi language.

12.3 BIDS ARE TO BE SUBMITTED IN TWO PARTS

12.3.1 Part-A (Technical part of bid):-This shall contain evidences towards (i) deposition of Cost of Tender documents (ii) deposition of e-Tender Processing Fees (iii) deposition of EMD (iv) Documents to ascertain the eligibility / qualification as per requirements of this tender (v) Technical offer comprising details & design of the proposed system(s) to meet out the work requirement together with its

capabilities. Scanned copies of above evidences (item i to v) should be uploaded in e-tender submission whereas hard copies of the same should be sealed in separate envelopes Cover I and Cover II (as mentioned in 12.6) marking name of the supporting evidence appropriately. All such envelopes should be kept in a big sealed envelope marking as “Tender for **To collect cash and operate computerized cash collection system for energy bills in Ajmer Discom from a schedule bank TN-02/Rev/2017-18** ” and shall be submitted physically to the Chief Accounts Officer (A&R), AVVNL, Room No. 319, Vidyut Bhawan, Panchsheel Nagar, Ajmer prior to the time and date of submission of this bid.

12.3.2 Part-B (Price bid):-This shall contain the financial offer for carrying out the scope of work. Hardcopy of the sealed envelope of price bid shall also be kept and sealed in the aforesaid big envelope mentioned at item 12.3.1 above.

12.4 SUBMISSION OF PROPOSALS

i. The Bidder shall submit their bid in electronic format at <https://eproc.rajasthan.gov.in>. The bid should be digitally signed and stamped on each page by a responsible and authorized person. The Bidder shall procure Digital Signature Certificate (DSC) as per IT act - 2000.

ii. Physical submission of bids

Apart from submission of bid at <https://eproc.rajasthan.gov.in>, the bidders are also required to submit technical & financial bid physically in hardcopies to the Chief Accounts Officer(A&R), AVVNL, Room No. 319, Vidyut Bhawan, Panchsheel Ajmer, before time specified for opening of the bid, as mentioned at item no. 12.3 above.

12.5 FILLING OF BIDS

i. The bid shall be submitted online in the electronic formats 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 case of the successful bidder.

- ii.** No alteration shall be permitted to the formats and schedules enclosed with this tender specification and the tenderer must entirely comply with the specification.
- iii.** 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.
- iv.** Hard copies should only be typed or filled in with ink legibly whereas soft copies must be submitted online after signing digitally.
- v.** All additions, alterations and over-writing in the bid must be clearly signed by the authorized signatory of the bidder failing which the bid shall be summarily rejected.
- vi.** The bidder must quote the prices strictly in the manner as indicated herein, failing which the bid shall be 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.
- vii.** All bids and accompanying documents shall be addressed to the Chief Accounts Officer(A&R), AVVNL, Room No 319 Vidyut Bhawan, Panchsheel Nagar, Ajmer
- viii.** The tenders/quotations given in the form other than the forms prescribed shall not be considered.
- ix.** After submission of valid authorization certificate of the authorized signatory of the bid, only one person shall be allowed for presence during the opening of the bid.

- x. The bidder shall clearly indicate the deviation such as Technical or Commercial Deviation in the prescribed format only. The deviation indicated elsewhere shall not be considered.
- xi. The tender offer shall be submitted within the time specified for submission of the bid at <https://www.eproc.rajasthan.gov.in> in electronic format in the following manner:-

COVER – I (to be filed in PDF format)

- i. Proof of deposition of EMD shall be submitted in the prescribed form as defined at Clause “Earnest Money Deposit (EMD)” i.e. the scanned copy of DD issued in favor of the Sr. Accounts Officer (EA&Cash), AVVNL, Ajmer towards deposition of EMD amount.
- ii. Proof of submitting e-tendering Processing Fees to RISL i.e scanned copy of DD issued in favor of M.D. RISL payable at Jaipur.
- iii. Proof of submission cost of tender document i.e. scanned copy of DD issued in favour of the Sr. Accounts Officer (EA&Cash), AVVNL, Ajmer payable at Ajmer

COVER – II (to be filed in PDF format)

- i. In this part of bid, tenderer shall furnish Guaranteed Technical Particulars with regard to all requirement details of Technical Specifications/fulfillment 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.

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

The price bid shall be submitted in excel file of BoQ. The price bid shall only be opened after examination of Technical and Commercial Bid as per requirement

stipulated in this specification and being satisfied about the fulfillment of the eligibility criteria and price bid of only successful and qualified bidders shall only be opened. The date of opening of the price Bids shall be intimated to successful bidders, after evaluation technical bid (Part-I).

12.6 DOCUMENTS COMPRISING THE BID TO BE SUMITTED IN HARD COPY

1. Cover - I Techno - Commercial Bid shall be comprises of the followings:-

- a. Proof of deposition of EMD.
- b. Proof of submission of e-tender processing fee.
- c. Proof of submission of cost of Tender documents.

2. Cover - II

Technical bid Covering letter on company's letter head.

- i. Form No. F1 : certificate as to corporate principal
- ii. Form No. F2 : Profile of Bidder
- iii. Form No. F3 : Bank Branches Name Discom area.(Rural area)
- iv. Form No. F4 : Bank Branches Name Discom area.(urban area)
- v. Form No. F5 : Details of collection centers / bank mitras / banking correspondents, etc in Discom area.
- vi. Form No. F6 : Schedule of deviations
- vii. Form No. F7 : Confirmation of "No deviation in commercial terms
- viii. Form No. F8 : Confirmation of "No deviation" in technical terms

3. COVER – III for Financial/Price Bid/BOQ: The financial proposal of the bidder.

12.7 ALTERNATIVE BIDS

Alternative bids shall not be considered.

12.8 BID PRICES

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

2. Prices/ Rates shall be written both in words and figures. There should not be any error or over-writings. Corrections/ alterations if any, should be made clearly and initialed with dates by the authorized signatory.
3. The transaction charges quoted in BOQ include all charges towards providing the cash collection services to AVVNL (Complete jurisdiction of AVVNL). This transaction charge is inclusive of all applicable taxes, insurance, bank charges etc. NO charges whatsoever shall be levied from users/consumers of AVVNL.
4. The quantity of total no. of consumer mentioned in the respective circle is on basis of April 2017 data. The payment shall however be made as per the actual work done during the month.

12.9 PERIOD OF VALIDITY OF BIDS

1. The submission of any bid connected with these documents and specification shall constitute an agreement that the Bidder shall have no cause of action or claim, against the AVVNL for rejection of its bid. The AVVNL 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.
2. The bids shall be valid for a minimum period of 120 days (One hundred twenty) days from the date of opening Part-I (Technical part of bid) or 90 (Ninety) days from the date of opening of Part-II (Price bid) wherever is later. Bids mentioning a shorter validity period other than specified are likely to be summarily rejected / ignored.
3. AVVNL 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 its original offer.

13. Bid Opening

- a. There will be two bid-opening events (a) for Pre-qualification cum Technical Bids and (b) for the Financial Bids.
- b. AVVNL will open Pre-qualification cum Technical Bids and list them for further evaluation. The 'Financial Bid' covers shall not be opened until the evaluation of the Pre-qualification cum Technical Bid is complete.

- c. After evaluation of Qualification cum Technical Bids, the financial bid of only those bidders, who qualify in Pre-qualification cum Technical Bids Evaluation, will be opened.
- d. All the proposals will be opened in presence of the bidders or their representatives, if present at the time of bid opening. However, if there is no representative of the bidder, AVVNL shall still go ahead and open the bids.

Total transparency will be observed while opening of proposals. AVVNL reserves the right at all times to postpone or cancel a scheduled bid opening.

In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.

14. Clarification of Offer

To assist in the scrutiny, evaluation and comparison of offers, AVVNL may at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

15. Hand written documents, Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Filling up of the information using terms such as “as given in brochure/manual” is not acceptable. AVVNL will treat offers not adhering to these guidelines as unacceptable.

16. Cost & Currency

The offer must be made in Indian Rupees only. Taxes, duties and levies as applicable at the time of submission of bids (inclusive in prices quoted) to be provided later by bidder separately.

17. Language of Bids

The bids and all correspondence and documents shall be written in English. All bids and accompanying documentation will become the property of the AVVNL and will not be returned.

18. Rejection

- a) The Bids are liable to be rejected in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:
- i) Proposal is not accompanied by EMD and tender cost.
 - ii) Proposal not submitted in accordance with this document.
 - iii) During validity of the proposal, or its extension period whichever the case, the bidder increases his quoted prices.
 - iv) The bidder qualifies the proposal with his own conditions.
 - v) Proposal is received in incomplete form.
 - vi) Proposal is not accompanied by all requisite documents.
 - vii) Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
 - viii) Financial proposal is enclosed with the same envelope as technical proposal.
 - ix) Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the bid process.
 - x) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.
 - xi) Financial Bid is not submitted in prescribed format
 - xii) More than one rate quoted for a single item in the financial bid.
 - xiii) Rates are not quoted both in 'figure and words'.
- b) Bidders may specifically note that while evaluating the proposals, if it comes to AVVNL's knowledge expressly or implied, that any bidder may have compounded in AVVNL, any manner whatsoever or otherwise joined to form an alliance / cartel, then the bidder so involved is liable to be disqualified for this contract as well as for a further period of two years from participation in any of the RFPs floated by AVVNL.

19. Bid Evaluation

A Two-part Bid System shall be followed for the bid evaluation. First part would be a pre-qualification criteria and technical evaluation. Second part would be a commercial/ financial evaluation.

The details of evaluation have been explained below:

- i) **Technical evaluation against qualification criteria:** The first stage of evaluation would involve examination of the bid documents of each of bidders against the qualification criteria set out. This is to ensure that the technical skill base, experience and financial capacity and other bidder attributes claimed therein are consistent with the needs of this project. These conditions have been listed down under the section I at Point 2.1.1 “Qualification Criteria”. AVVNL may ask bidder(s) for additional information, visit to bidder’s site and/or arrange discussions with their professional, technical faculty to verify claims made in bid documentation.

Please note that the technical proposal must NOT contain any pricing information.

- ii) **Financial evaluation:** The financial bids of only those bidders that meet each of the qualification criteria as mentioned at point 2.1.1 of section I, would be opened for financial evaluation. The financial evaluation will take into account the information supplied by the Bidders in the financial proposal, and the same shall be evaluated in accordance with the evaluation criteria specified in this RFP (Section I point 20). Please note that the financial bid should not be conditional and no technical information should be provided along with the financial proposal.

Note:

AVVNL may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

20. Method for Evaluation of bids

The rates are to be quoted in flat Rs. per transaction (**and not in percentage**), irrespective of the amount of energy bill, in the financial bid format as given at BOQ.

On opening of financial bids, the financial Bid shall be tabulated in the form of a comparative statement to evaluate the lowest and most advantageous bid on the basis of evaluation criteria set out in the bidding document as per rules. AVVNL reserves the right to offer the work to more than one bidder.

Note:-

- i) The bid should be comprehensive and inclusive for all the services to be provided by the bidder as per scope of his work. The payments would be made to selected bidder on the basis of the following bid and further negotiations between the AVVNL and the bidder only. No separate payment shall be made for services that are to be delivered by the vendor as part of his scope of work for this project.
- ii) The prices quoted shall be inclusive of all applicable taxes, duties and statutory payments incident upon the bidder. The price shall be firm for entire duration of the contract. Once the price has been quoted to AVVNL, no change/ modification will be entertained for any cause whatsoever (including changes in regulation, tax and duty structure etc.). The price once provided by the bidder will be valid for the entire period of validity of the bid as defined in the bid document.
- iii) Any revision (increase or decrease) in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid will be to the account of the bidder.
- iv) The vendor shall be responsible for the costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed with respect to the execution of this project before or after the award of the contract.

SECTION II

Term of Reference

SCOPE OF WORK

The objective of this tender document is to select a scheduled bank to collect amount of energy bills from consumers of AVVNL in cash/cheque/DD/ PO through bank branches as well as through their agencies like bank mitras / banking correspondents, etc.

The major scope of work includes collection of amount against energy bills of AVVNL through bank branches as well as through their agencies like bank mitras / banking correspondents, etc. situated in Discom area.

1. Remittance of collected amount

The cash collection work should be done on a real time basis for which access to the Discom's data center situated at Jaipur shall be allowed by the Discom. However, entire integration work including any software / hardware / connectivity shall be done and borne by the bidder.

The amount collected by Bank Branches shall be first deposited in a separate bank account opened by AVVNL in the bidder's bank then the entire amount of energy bills so collected shall be deposited in Nigam's centralized collection account in the following manner :-

- 1.1. Amount of energy bills collected by Bank branches in cash / DD on T+1 basis.
- 1.2. The amount of energy bills collected in cash / DD through Agents / BC shall be deposited in Nigam's centralized collection account on T+2 basis.
- 1.3. Only Local cheques should be accepted however collection charges if any leviable, same shall be borne by the bidder.
- 1.4. The amount collected by Bank Branches through local cheques shall be first deposited in a separate bank account opened by AVVNL in the bidder's bank and after realization same shall be transferred to Nigam's collection account on T + 1 Basis. The agents / BCs are not allowed to accept payment through cheques.
- 1.5. If T + 1 day is a bank holiday than the collected amount of energy bills shall be deposited on next working day.
- 1.6. No charges other than per bill collection charges shall be paid by the Discom.
- 1.7. No hardware, software, space, manpower or connectivity shall be provided by the Discom and bidder has to arrange all requirements at their own cost.

1.8. The Consumer shall not be allowed to pay less than the bill amount payable up to due date or after due date, as the case may be.

2. COLLECTION SYSTEM OPERATION

- i. The payment may be accepted in various modes – Cash / Cheque / DD / PO.
- ii. Cashier will use the cash collection software interface provided for online payment to complete the payment process.
- iii. If the payment mode is through Cheque or DD or PO, cashier will manually check the correctness of Cheque / DD / PO and also check required information's like Consumer number, Name, Address written on back side of the cheque / DD / PO.
- iv. Immediately after a payment record is saved into the system, receipt is to be generated automatically. This receipt shall be printed and issued to the consumer after Seal / signature /stamp of the bidder. The receipt for cheque shall be issued as 'subject to realization'.
- v. The receipt shall be issued on pre-printed stationary approved by AVVNL.
- vi. The bidder, at their own cost will supply all consumables, printing stationery & receipts for the payments made by consumers as per format approved by Discom.
- vii. The Bidder shall depute competent personnel who shall generate and maintain daily reports, cash & its detail, cheques and data as specified by AVVNL & handover the same to the Nodal Officer of AVVNL on day to day basis.
- viii. The Bidder shall track the payment realization for each transaction and shall take suitable actions in case of defaults to ensure realization of payment to Nigam's Account.
- ix. The Bidder shall investigate if the amount paid by consumer has not been remitted & ensure realization of payment to Nigam's Account.
- x. All payment related issues should be directly handled by the Bidder and issues should be resolved within 3 working days for cash transactions and 7 working days for other instruments. A monthly MIS report in respect of the customer issues count, pending issues and resolved issues should be generated & submitted to Nodal Officer of AVVNL. All stationary charges shall be borne by the agency.
- xi. The Bank shall also be responsible for accounting of dishonored cheques. For this purpose Bank shall generate a separate report as prescribed by AVVNL, and submit the same (through email also) on daily basis to the **Nodal Officer of AVVNL** for taking necessary action.

- xii. Bidder is also responsible for the proper reconciliation on quarterly basis with Nodal officer of the AVVNL.
- xiii. Bidder should be able to integrate with the existing systems of Ajmer Vidyut Vitran Nigam Limited and provide daily MIS as per the requirements of Ajmer Vidyut Vitran Nigam Limited. Separate MIS shall be required of each sub-divisions, circles.
- xiv. Bidder would be responsible for reconciliation of all transaction on daily basis. Further reconciliation is also done at the level of sub-division & circle so bidder shall provide various MIS report i.e. Sub- division/Circle/Discom Level in formats and frequency specified by AVVNL.
- xv. The bidder shall not sub contract any part of the work to any third party without written permission of AVVNL.

SECTION III

GENERAL TERMS & CONDITIONS

1. AWARD OF CONTRACT

1.1. Award Criteria

AVVNL will award the contract to the successful bidder as per Section II of this RFP.

1.2. Contract Period

The contract shall remain in force for a period of three year from the date of issue of work order and is extendable for another one (1) year after expiry of initial contract period duly assessing performance and mutually agreed terms & conditions.

1.3. Right to Accept/ Reject any or All Proposals

AVVNL reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any financial or other liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for AVVNL's action.

1.4. Notification of Award (LOI)

AVVNL will notify the successful bidder in writing or by fax or by email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract.

1.5. Signing of Contract

After the AVVNL notifies the successful bidder that its proposal has been accepted, the successful Bidder shall be required to furnish the required Bank Guarantee and enter into a contract agreement with AVVNL within 15 (fifteen) days from the date of receipt of notification of award of the work. The format of contract agreement is given at Annexure-IV and shall be

executed on Rajasthan Non Judicial stamp of appropriate value at the time of execution of contract.

1.6 Safe Custody cum Performance Bank Guarantee

- 1.6.1 The successful bidder has to furnish Safe Custody cum Performance Bank Guarantee equivalent to three days average cash collection (assuming 25 working days in a month) in the form of bank guarantee.
- 1.6.2 Initially on award of work the bidder has to furnish Safe Custody cum Performance Bank Guarantee equal to INR 10,00,000/- (Rupees Ten Lacs Only) on provisional basis which shall be reviewed after four months from start of work. Thereafter the SCPBG shall be reviewed on yearly basis. The revised SCPBG shall be deposited within 15 days from the date of issue of notice.
- 1.6.3 Within 15 days of receipt of letter of intent (LOI), the successful bidder will furnish initial safe custody cum performance guarantee (SCPBG) amounting to Rs. 10,00,000/- in the form of BG, in prescribed Performa, on non judicial stamp of appropriate value of the state of Rajasthan from a Nationalized/scheduled bank of India for faithful execution of contract to the entire satisfaction of AVVNL. The firm, if situated out of the state of Rajasthan and unable to furnish the BG on NJ stamp of Rajasthan, in such a situation the firm has to furnish a declaration that the BG is duly stamped as per stamp law applicable in its state and difference of stamp duty shall be furnished by the firm on NJ stamp of Govt. of Rajasthan.
- 1.6.4 All charges and expenses whatsoever such as premium; commission etc. with respect to the Bank Guarantee shall be borne by the bidder.
- 1.6.5 No interest shall be payable on the Safe Custody cum Performance Bank Guarantee equivalent to three days average cash collection.
- 1.6.6 The Bank Guarantee shall be valid till 6 months after the completion of the contract period. The Bank Guarantee may be discharged/ returned by AVVNL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the Bank Guarantee.

- 1.6.7 In the event of the bidder being unable to service the contract for whatever reason, AVVNL would invoke the BG. Notwithstanding and without prejudice to any rights whatsoever of AVVNL under the contract in the matter, the proceeds of the BG shall be payable to AVVNL as compensation for the pre-estimated, pre-determined and pre-agreed loss resulting from the bidder's failure to perform/comply its obligations under the contract. AVVNL shall notify the bidder in writing of the exercise of its right to receive such compensation within a reasonable time.
- 1.6.8 AVVNL shall also be entitled to make recoveries from the bidder's bills, Bank Guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconception or misstatement.

1.7 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event AVVNL may award the contract to the next best value bidder or call for new proposals or invoke the BG.

2. PAYMENT TERMS

Payment shall be made on monthly basis, subject to submission of invoice in triplicate with breakup details of statutory levies if any. Monthly invoices shall be raised in favour of the Nodal Officer of AVVNL, Ajmer by 7th of every month. Nodal Officer of AVVNL shall ensure that all terms & conditions of the contract have been complied. Thereafter the Nodal Officer of AVVNL shall verify the invoices and forward the same to Sr. A.O. (EA & Cash) for payment within 7 days. AVVNL shall release the payment through Sr. Accounts Officer (EA & Cash) AVVNL, Ajmer within 30 days of receipt of the invoice from Nodal Officer of AVVNL. However, no interest shall be paid on late payments, if any.

Charging the correct applicable taxes and depositing with the Government shall be the sole responsibility of the firm. Also no extra transaction/service/ convenience fees shall be levied on the consumer.

Any fluctuation in prices due to inflation, tax regulations will be borne by the bidder and not be passed on to the consumer or AVVNL.

3. Liquidated Damage

The basic consideration & the essence of the contract shall be strict adherence to the time schedule of LOA & the essence of the contract lies in uninterrupted faithful discharge of duty & timely remittance of collected amount and information. Any deviation from the preset standards on the part of bidder may attract liquidated damage as stipulated here under:-

- i. For delay in deposit of collected amount beyond specified time limit, LD @ 2% per month on undeposited amount shall be levied for total days of default without any ceiling limit on amount.
- ii. For delay in sending requisite information beyond specified time limit, LD @ Rs.200/- per day shall be levied for the total days of default without any ceiling limit on amount.
- iii. Any LD realizable under any of the aforementioned clauses shall be realizable from the available any financial hold of bidder lying with AVVNL.

4. OTHER TERMS & CONDITIONS

4.1 Termination for Default

Default is said to have occurred:

- 4.1.1 If the selected Bidder fails to deliver any or all contracted services as per service standards specified in the Contract.
- 4.1.2 If the selected Bidder fails to perform any other obligation(s) under the Contract.
- 4.1.3 If the selected Bidder in the judgment of the AVVNL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 4.1.4 If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from AVVNL (or takes longer period in spite of what AVVNL may authorize in writing), AVVNL may terminate the contract/ work order in whole or in

part. In addition to above, AVVNL may at its discretion also take the subsequent actions.

- 4.1.5 In the event AVVNL terminates the Contract in whole or in part, AVVNL may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the selected Bidder shall be liable to AVVNL for any excess costs for such similar services. However, the Bidder shall continue performance of the Contract to the extent not terminated. Alternately, AVVNL would be free to fully take over the assets and operations earlier being undertaken by the Bidder on mutually agreed terms, without prejudice to any other action as contemplated in the Contract.

4.2 Termination for Insolvency

AVVNL may at any time terminate the contract by giving 30 days written notice to the selected Bidder if the later becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the AVVNL.

4.3 Force Majeure

- 4.3.1 The successful Bidder shall not be liable for forfeiture of its Performance Guarantee, Liquidated Damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 4.3.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the successful Bidder and not involving the successful Bidder's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the AVVNL in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 4.3.3 If a Force Majeure situation arises, the successful Bidder shall promptly notify the AVVNL in writing of such condition and the cause thereof. Unless otherwise directed by the AVVNL in writing, the Bidder shall continue to

perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.4 Resolution of Disputes

4.4.1 AVVNL and the selected Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

4.4.2 Settlement Committee: In any time any question, dispute or difference whatsoever which may arise between AVVNL and the bidder, the same shall be decided by MD of AVVNL, or by the settlement committee constituted by him and shall be final and binding on both the parties.

4.4.3 If, after thirty (30) days from the commencement of such informal negotiations, AVVNL and the selected Bidder have been unable to resolve amicably resolve dispute, either party may require that the dispute be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996.

4.5 All Arbitration proceedings shall be held at Ajmer (Rajasthan).

4.6 Arbitration:

4.6.1 All disputes or differences in respect of which the decision, if any, of the Officer in-charge of AVVNL has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

4.6.2 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Bidder and the AVVNL and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

4.6.3 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modification thereof. The place & venue of arbitration shall be AJMER.

- 4.6.4 The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- 4.6.5 The arbitrator shall have full powers to review and/or revise any, decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract, and neither party shall be Limited in the proceedings before such arbitrators to the condense or arguments out before the Engineer for the purpose of obtaining the said decision.
- 4.6.6 No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.
- 4.6.7 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

4.7 Notices

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address. The term "in writing" means communicated in written form with proof of receipt. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, telex, email or facsimile to such Party's address.

Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of facsimiles, twenty four (24) hours following confirmed transmission.

A party may change its address for notice hereunder by giving the other party notice of such change. For notices, the AVVNL's contact details shall be:

The Chief Accounts Officer (A&R)
A.V.V.N.L., Vidyut Bhawan, Panchsheel Nagar,
Ajmer.

4.8 Confidentiality

The selected bidder shall not, without AVVNL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample of information furnished by or on behalf of the AVVNL in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.9 Governing Law and Jurisdiction:

This tender shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Ajmer (Rajasthan) and any dispute or difference arising under/out of or in connection with this tender or contract shall be subject to exclusive jurisdiction of the Ajmer Court.

4.10 Other Terms & Conditions:

- a) The Bidder shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to AVVNL and shall, at all times, support and safeguard AVVNL's legitimate interests in any dealings with Third parties.
- b) AVVNL reserves the right to assess the performance of the bidder prior to commencement or in between the work progress. The assessment may cover all

areas related to the assigned work order, especially methodology, manpower, infrastructure etc.

- c) The selected bidder shall indemnify the AVVNL against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof.
- d) If the selected bidder is not able to fulfill its obligations under the contract, which includes non-completion of the work, AVVNL reserves the right to select another bidder to accomplish the work. Any costs, damages etc. resulting out of the same shall have to be borne by the selected bidder
- e) The selected bidder shall not outsource the works assigned to any other party under any circumstances. This violation will attract forfeiture of EMD/Security deposit and cancellation of work order. The cost incurred on executing the work order through alternate sources will also be recovered from the outstanding bills or by raising claims.
- f) The original documents / photographs or any other material given to bidder for digitization or any other requirement should be handled with utmost care. The originals given to bidder should be returned without any damage. Protecting the sanity of originals is complete responsibility of the bidder. Any damages to the originals will invite penalties as decided by AVVNL and recoverable from the negligent bidder.

SECTION IV TECHNICAL OFFER

(TO BE FURNISHED BY BIDDER WITH THE COVER LETTER)

AJMER VIDYUT VITRAN NIGAM LIMITED

Chief Accounts Officer (A&R)

TENDER SPECIFICATION NO.TN- 02/Rev/2017-18

To be submitted complete with all enclosures

Date

The Chief Accounts Officer (A&R),
Ajmer Vidyut Vitran Nigam Limited,
Room No.-319, Vidyut Bhawan,
Makarwali Road, Panchsheel Nagar,
Ajmer

Subject: For providing of work “To collect cash and operate computerized cash collection system for energy bills in Ajmer Discom”

Dear Sir,

We have procured tender specification TN- 02/Rev/2017-18 for providing of work of collecting cash and operating computerized cash collection system for energy bills in Ajmer Discom

We agree to implement the system and provide services as per the scope of work given under this tender specification.

We also agree that:-

1. The prices as mentioned in “Financial offer” are firm in all respect.
2. The prices quoted are valid for a period of 120 days from the date of opening of bid.
3. We also understand that the quantities mentioned in the price schedule shall be meant for bid evaluation and payment shall be made to us on the basis of actual number of items supplied / services delivered.
4. We have understood the terms of payment and undertake to abide by the same.

5. We understand that conditional offers are likely to be rejected.
6. The execution of work shall strictly be in accordance with the work completion schedule as given by AVVNL. In case we fail to complete the work as indicated therein we shall pay penalty as per “Delay in Completion” clause of the specification.
7. The services provided/material supplied by us shall conform to the specifications.
8. We confirm that we agree to adhere to all the commercial terms and conditions as well as the technical stipulation of your specification and there is no deviation. Such acceptance has also been confirmed in prescribed schedules.
9. Until a formal contract is prepared and executed, this is in acceptance and support of award which shall constitute a binding contract between us.
We also understand that the AVVNL reserves its right to reject any or all of the bids without assigning any reason.
We agree to abide by all the conditions governing the proposals and decisions of the AVVNL.

Thanking you,

Yours faithfully,

Designation _____

Place

Seal of the company

Date

Enclosed:

- i) Form No. F1 : certificate as to corporate principal
- ii) Form No. F2 : Profile of Bidder
- iii) Form No. F3 : Bank Branches Name Discom area.(In Rural area)
- iv) Form No. F4 : Bank Branches Name Discom area.(In Urban area)
- v) Form No. F5: Details of collection centers/ bank mitras /banking correspondents, etc. in Discom area.
- vi) Form No. F6 : Schedule of deviations
- vii) Form No. F7 : Confirmation of “No deviation in commercial terms
- viii) Form No. F8 : Confirmation of “No deviation” in technical terms

FORM NO. F-1

CERTIFICATE AS TO CORPORATE PRINCIPAL

(to be filled by a body corporate)

(To be signed by any of Board Directors or Company Secretary)

I _____ certify that I am _____ of the Bank/Company under the laws of and that _____ who signed the above tender is authorized to bind the Company by authority of its governing body.

Signature

Seal:

Full Name of Company:

Address:

FORM NO. F-2

Profile of Bidder

1		Name of Bank	
2		Schedule Bank	Yes / No _____
2		Year of incorporation	
3	a)	Registered office	
		Address Office Telephone Number Fax Number Email Address	
	b)	Contact Person	
		Name Personal Telephone Number Email Address	
4	a)	Local Contact at Ajmer	
		Name Personal Telephone Number Email Address	
5		Registration Details	
		Permanent Account Number	
		Service Tax Registration Number	
6		Total Number of Branches	
	a)	In Rajasthan	
	b)	In AVVNL DISCOM Area	
	c)	In Rural Area of DISCOM	
7		Total Number of Collection	

		Centers / Banking Correspondents / Bank Mitras etc. in DISCOM Area (apart from regular bank branches)	
--	--	---	--

(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:
(Name and address of Bidding Company)(Seal/Stamp of Bidder)

FORM NO. F-3

Details of Bank branches in Ajmer Vidyut Vitran Nigan Limited Ajmer Area

BANK NAME

Branches of Rural Area

List must be sort in following sequence ':

first	District
second	Tahsil
Last	Village

S.no	IFC Code of Branch	Branch Name and address	District	Tahsil	Village

FORM NO. F-4

Details of Bank branches in Ajmer Vidyut Vitran Nigam Limited Ajmer Area

BANK NAME

Branches of Urban Area

List must be sort in following sequence ':

first District

next Nagar Nigam/Nagar Palika/Nagar Parishad

S.no	IFC Code of Branch	Branch Name and address	District	Nagar palika/Nagar Nigam/Nagar Parishad

FORM NO. F-5

Details of collection centers/bank mitras/banking correspondents in Ajmer Vidyut Vitran Nigam Limited Ajmer Area

BANK NAME

Details of Collection centers/bank Mitras/Banking correspondents in Ajmer Vidyut Vitran Nigam Limited Ajmer Area

S.no	Collection centers/bank Mitras/Banking correspondents	
	Name	Address

FORM NO. F-6

Schedule 1: Schedule of deviations

Technical Deviations

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

Commercial Deviations

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

II. Form No. F-7: Confirmation of “No deviation” in commercial terms and conditions of this tender

Commercial Terms & Conditions

Bidder's Name & Address:

To

The Chief Accounts Officer(A&R),
Ajmer Vidyut Vitran Nigam Limited,
Room No.-319, Vidyut Bhawan,
Makarwali Road, Panchsheel
Ajmer

Dear Sirs,

Sub: Confirmation for “No Deviation” in Commercial terms & conditions under NIT No. AVVNL/CAO/A&R/TN-02/Rev/2017-18 .

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

Date:-

Place:-

(Signature).....

(Name).....

(Designation).....

(Seal).....

III. Form No. F-8: Confirmation of “No deviation” in technical terms and conditions of this tender

Technical Terms & Conditions

Bidder's Name & Address:-

To

The Chief Accounts Officer(A&R),
Ajmer Vidyut Vitran Nigam Limited,
Room No.-319, Vidyut Bhawan,
Makarwali Road, Panchsheel
Ajmer

Dear Sirs,

Sub: Confirmation for “No Deviation” in Technical terms & conditions of NIT No.AVVNL/CAO/A&R/TN-02/Rev/2017-18

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

We also confirm that tendered services shall be conforming to the various requirements and relevant Specification /orders as per design and drawing approved by AVVNL.

(Signature).....

Date :

Place:

(Name).....

(Designation).....

(Common Seal).....

SECTION V: FINANCIAL OFFER DECLARATION

AJMER VIDYUT VITRAN NIGAM LIMITED CAO(A&R)

(Must be filled by the bidder and returned with the tender)

(TN-02/Rev/2017-18)

To
The Chief Accounts Officer (A & R),
Ajmer Vidyut Vitran Nigam Ltd.,
Makarwali Road, Panchsheel Nagar,
Ajmer – 305004,
RAJASTHAN

I/We have submitted my/our financial proposal in excel file of BOQ through e-procurement website of GoR.

Condition:

(i). Selection of lowest price offer:

- a)** For calculation of lowest price offer, least value per transaction as mentioned in BOQ shall be declared as L1.

We declare the following:

1. The rates quoted above are firm.
2. The Charges per successful transaction are quoted in flat INR and not as a percentage of the amount of energy bill.
3. **Flat charge in INR per successful transaction is quoted irrespective of the mode of payment. The consumer / user shall have option to choose the mode of payment i.e. by cash / cheque / DD / PO but transaction charge shall not vary.**
4. The transaction charges quoted above include our all charges towards providing the cash collection services to AVVNL (Complete jurisdiction of AVVNL). This transaction charge is inclusive of all applicable taxes, duties, insurance, bank charges etc. NO charges whatsoever shall be levied from users/consumers of AVVNL.
5. The rates have been quoted unconditionally, since conditional offers are liable to be rejected.

6. We understand that evaluation of lowest bids will be based upon the financial offer prices

a We also understand that the rates quoted for the work shall be applicable for entire jurisdiction of AVVNL and not limited to any specific area or location.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/ company/firm/organization and empowered to sign this document as well as such other documents which may be required in this connection

Dated:

(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and address of Bidding Company)(Seal/Stamp of Bidder)

Tender Inviting Authority: Chief Accounts Officer (A&R), AVVNL, Ajmer.

Name of Work: Collection of cash and operate computerized cash collection system for energy bills in Ajmer Discom by schedule Bank.

Contract No: 02/REV/2017-18

Bidder Name:	
---------------------	--

PRICE SCHEDULE

Bidders must note that:-

- 1. This BOQ template must not be modified/replaced and the same should be uploaded after filling the relevant columns,**
- 2. Bidders are only allowed to enter bidder name & value of rates offered in INR (Rs).**
- 3. For calculation of lowest price offer, least value per transaction as mentioned in BOQ shall be declared as L1.**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Financial Offer Format in Excel

“BOQ”

Sl. No	Description	Charges per Successful transaction in Rs. (including all applicable taxes, bank charges, insurance etc.)	Rate per successful transaction (In word) (including all applicable taxes, bank charges, insurance etc.)
1	2	3	4
1.	For work “To collect cash and operate computerized cash collection system for energy bills in Ajmer Discom”		

Selection of lowest price offer:-

1. For calculation of lowest price offer, least value per transaction as mentioned in BOQ shall be declared as L1.

Annexure – IV

Format of Contract Agreement under TN (-----) to be signed on appropriate value of Non-Judicial Stamp of Rajasthan

THIS AGREEMENT is made at Ajmer this _____ day of _____ 2017,

BETWEEN

AJMER VIDYUT VITRAN NIGAM LIMITED, AJMER, a company incorporated under the provisions of the Companies Act, 1956 having its office at Vidyut Bhawan Panchsheel Nagar, Makarwali Road, Ajmer (hereinafter referred to as "the Ajmer Vidyut Vitran Nigam Limited " or "AVVNL" or "DISCOM"

AND

AJMER VIDYUT VITRAN NIGAM LIMITED contact details are listed below:

Ajmer Vidyut Vitran Nigam Limited Name, Key Contact's name and complete Mailing address:

1. Name and designation:
2. Telephone number/s including mobile number of Key contact:
3. e-Mail:-
4. Postal address:
5. E-mail address: (Corporate Email) mdajmerinfo@gmail.com
6. Website: **www.avvnl.com**

_____ (Name of the firm)_____ Name, Key Contact's name and complete Mailing address:

1. Name and designation:
2. Telephone number/s including mobile number of Key contact:
3. e-Mail:-
4. Postal address:

5. E-mail address: (Corporate Email):
6. Website :

The Parties hereto are desirous of executing this Agreement to record the terms and conditions of the services as under:

1. Definitions:

- 1.1 "Agreement" shall mean this agreement, declaration and indemnity and any and all schedules, appendices, annexure and exhibits attached to it or incorporated in it by reference.
- 1.2 "Customer" means any person who purchase services from the Ajmer Vidyut Vitran Nigam Limited and makes payment for the same through cash / Cheque / DD / PO etc.
- 1.3 "Effective Date" means the date of execution of this Agreement by the Ajmer Vidyut Vitran Nigam Limited

2. Term; Non-Exclusive

- a) Term: This Agreement shall become effective on the Effective Date.
- b) Non-exclusive: Nothing in this Agreement shall prohibit the Bank from furnishing the services similar to those provided under this Agreement to others, including competitors of the Ajmer Vidyut Vitran Nigam Limited.

3. Covenants of The Ajmer Vidyut Vitran Nigam Limited & _____.

- 3.1 In consideration of the Bank performing the services as mentioned above, the Ajmer Vidyut Vitran Nigam Limited and the _____ hereby declares, assures, undertakes and covenants as under:
- 3.2 The Ajmer Vidyut Vitran Nigam Limited shall prior to accepting any instructions from the Customer ensure that appropriate agreements have been executed with the Customer in accordance with the requirements of applicable laws and regulations.
- 3.3. In the event of any Customer complaining of any deficiency in service of payment mechanism, the Bank shall take such measures as may be required to rectify the same.
- 3.4 The Bank shall ensure that the best service standards in the industry are adopted and shall ensure delivery of all services purchased for Customers in accordance with the highest standards.

3.5 In the event of any dispute between the Ajmer Vidyut Vitran Nigam Limited and the Customer whether in relation to any deficient, improper or incomplete service provided by the Bank or otherwise, the AVVNL shall not be made a party to any litigation, arbitration or other proceeding instituted in respect of such disputes.

3.6 The Bank shall take all precautions as may be feasible to ensure that there is no breach of security and that the integrity of the link between The Ajmer Vidyut Vitran Nigam Limited's server, and the Payment Mechanism is maintained at all times during the term of this Agreement. In the event of any loss being caused as a result of the link being breached or as a consequence of the link being improper or being in violation of the provisions of this clause, the loss shall be to the account of the Bank.

3.7 The Bank shall not (whether on-line or otherwise):

- a. describe itself as agent or representative of the AVVNL;
- b. make any representations to Customer or any third party or to give any warranties which may require the AVVNL to undertake to or be liable for, whether directly or indirectly, any obligation and/or responsibility to Customer or any third party.

3.8 The AVVNL and the Bank shall not at any time require the Customer to provide any details of the accounts held by them with the Bank including, the passwords, account number and PIN which may be assigned to them by the Bank from time to time.

3.9 The Bank shall not use the AVVNLs services and facilities in any manner or in furtherance of any activity, which constitutes a violation of any law or regulation or which may cause the AVVNL to be subject to investigation, prosecution or legal action. The Bank shall use the information regarding a customer (including name, address, e-mail address, telephone numbers and other data) conveyed to the Bank by the AVVNL, only for the purpose of completing the transactions for which it was furnished, and not to sell or otherwise furnish such information to others unless the Bank has an independent source of such information or obtains the express consent of such customer.

3.10 The Ajmer Vidyut Vitran Nigam Limited and the Bank shall inform each other of its change of ownership or legal status or its cessation of business in writing at least 30 working days prior to its effective date.

3.11 The Bank _____, does by these presents agree to execute / complete the work of **“To collect cash and operate computerized cash**

collection system for energy bills in Ajmer Discom” (TN _____) to the AVVNL and the AVVNL does agree to execute/complete the work from the Bank _____, as specified in the work order No. _____ appended and on the terms & conditions constrained in the said order, amendment letter, RFP and its amendments. The General terms and conditions of the contract appended hereto are considered a part of this agreement.

The Bank _____ is also bound to fulfill all the conditions mentioned in the above work order / RFP and its amendments under TN _____.

3.12 The work to be executed under this agreement shall be as per terms and conditions mentioned in the above work order / RFP and its amendments.

3.13 The Work shall be effected and completed as per the work order no. _____ issued against TN _____.

3.14 The Bank _____ has deposited/Furnished Rs.10,00,000/- (Rs. ten Lakh Only) towards performance guarantee and safe custody as per clause _____ of the work order in the form of Bank Guarantee No. _____ issued by _____ and having validity upto _____ & having claim period upto _____.

3.15 If the Bank fails wholly or in part to fulfill this agreement, the AVVNL shall be entitled at its discretion to retain the whole or any part of the deposit made by the Bank and if the loss suffered by the AVVNL exceeds the amount of said deposit, it will be entitled to recover the said loss from the Bank.

3.16 If any sum remains due or becomes recoverable from the Bank on account of the non-fulfillment of this agreement or on account of any other reason, the Bank shall pay the same immediately on demand, the AVVNL shall be entitled to recover the same from the Bank as arrears.

4. TERMINATION, FORCE MAJEURE, ARBITRATION

Shall be governed by clause _____ of the work order No. _____ issued under TN IT _____.

IN WITNESS WHEREOF, the parties here to have set and subscribed their hands here to on the date and the year first above written.

On behalf of the

AJMER VIDYUT VITRAN NIGAM LIMITED
Bank

On behalf of the

Signature

Signature

Title:

Title:

Address:

Address:

In the presence of

In the presence of

*1. -----

*1. _____

Name:-

Name:-

Address:-

Address:-

*2. -----

2* _____

Address:

Address:

In the presence of

In the presence of

1. -----

1. _____

2. -----

2. _____

Name:-

Name:

Address:-

Address:-