

Request for Proposal (RfP)

**Appointment of Agency for Metering,
Billing, Collection and Associated
Services (MBC Services) in Bhilwara
City of AVVNL**

Issued by:

Addl. Chief Engineer (T&S - CSS)

Ajmer Vidyut Vitaran Nigam Limited (AVVNL)

Vidyut Bhawan, Panchsheel Nagar, Makarwali Road, Ajmer - 305004

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DISCLAIMER

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the AVVNL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the AVVNL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Bid pursuant to this RFP document. This RFP document includes statements, which reflect various assumptions and assessments arrived at by the AVVNL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the AVVNL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP Document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The AVVNL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The AVVNL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way for participation in this Bidding Process.

The AVVNL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP Document.

The AVVNL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP Document.

The issue of this RFP does not imply that the AVVNL is bound to select a Bidder for the Project and the AVVNL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the AVVNL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the AVVNL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Abbreviation & Definitions

Term	Definition
AMR	Automatic Meter Reading
AoA	means the Articles of Association
Appropriate Commission	means the Central Regulatory Commission referred to in sub-section (1) of section 76 or the State Regulatory Commission referred to in section 82 or the Joint Commission referred to in section 83 as defined in The Electricity Act, 2003
Associate	as defined in Clause 2.2.2 and 2.2.3 of the RFP Document
AT&C	Aggregated Technical & Commercial Losses
Bank	means the Scheduled Bank within the meaning of Reserve Bank of India (RBI)
Bid	means the technical and financial proposal/ bid to be submitted by the Bidder pursuant to this RFP Document
Bid Due Date	means the last date & time for submission of Bid
Bid Security	as defined in Clause 1.3.5 of the RFP document
Bid Validity Period	as defined in Clause 2.8.1 of the RFP document
Bidder	as defined in Clause 1.3.1 of the RFP Document
Bidding Process	as defined in Clause 1.3.1 of the RFP document
CCC	means Customer Contact Centre
CMRI	means Common Meter Reading Instrument
Conflict of Interest	as defined in Clause 2.2.6 of the RFP document
Consortium	as defined in Clause 2.2.(a) 1 of the RFP document
Consumer	means any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as defined in The Electricity Act, 2003
Contract Agreement	means the Agreement to be entered into between the AVVNL and the Service Agency (the SPV to be formulated by the Selected Bidder) with the Selected

Term	Definition
	Bidder as confirming party for implementation of the Project
Distribution Franchisee or Franchisee	means a persons authorised by AVVNL to distribute electricity on its behalf in a particular area within specified area of supply as defined in The Electricity Act 2004
Distribution Licensee or Licensee	means a licensee authorised to operate and maintain a distribution system for supplying electricity to the consumers in specified area of supply who has been granted a license under Section 14 of in The Electricity Act 2004
Distribution System	means the system of cables/wires and associated facilities between the delivery points on the transmission lines or the generating station connection and the point of connection to the installation of the consumers as defined in The Electricity Act 2004
DT	means Distribution Transformer
EHT	means Extra High Tension/ Voltage
Entity	means a single company or a group of companies
Extended Bid Validity Period	as defined in Clause 2.8.2 (a) of the RFP Document
Financial Qualification Criteria	as defined in Clause 2.2. (b) of the RFP Document
FY	means Financial Year
GoR	means Government of Rajasthan
HT	means High Tension/ Voltage
IR	means Infrared
AVVNL	means the Ajmer Vidyut Vitaran Nigam Limited (AVVNL)
km	means Kilometers
kv	Kilo Volt
Lead Member	as defined in Clause 2.3.3 of the RFP document
LoA	means written confirmation of award of the Project by the AVVNL to the Selected Bidder;
LoI	means Letter of Award (LoA)

Term	Definition
Lowest Bidder	as defined in Clause 3.2.5 of the RFP document
LT	means Low Tension/ Voltage
LT-CT	means Low Tension Current Transformer
MBC Services	means Metering, Billing, Collection and Associated Services (MBC Services) as defined in Annexure-2 (MBC Agreement) of the RFP document
MCB	means Miniature Circuit Breaker
MoA	means the Memorandum of Association
MUs	means Million Units
Network Nodes	means all the 33KV or 11KV side of 220KV and/or 132KV and/or 33 KV substations or the interception points with the adjoining areas of the Project Area
O&M	means operation & maintenance
Project	As defined in Clause 1.2.1 of the RFP document
Project Area	as defined in Clause 1.2.1 of the RFP document
Project Implementation Period	means the period as specified in Clause 2.1.2 of the Annexure-2 (MBC Agreement)
Qualification Criteria	as defined in Clause 2.2 of the RFP Document
RERC	means Rajasthan Electricity Regulatory Commission
RFP	means this Request for Proposal (RFP) document
RISL Processing Fee	as defined in Clause 1.3.4 of the RFP document
RSEB	means erstwhile Rajasthan State Electricity Board
RTPPA	means Rajasthan Transparency in Public Procurement Act (RTPPA), 2012
RTPPR	means the Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013
Selected Bidder	means the bidder/entity selected through transparent competitive bidding process pursuant to this RFP Document to undertake the implementation of the Project

Term	Definition
Service Agency	means the Special Purpose Vehicle (SPV) Company Constituted by the Selected Bidder
SLD	means Single Line Diagram
SPV	means the Special Purpose Vehicle (SPV)
T&D	means Transmission & Distribution
Technical Qualification Criteria	as defined in Clause 2.2 (c) of the RFP Document
Technically Qualified Bidder	as defined in Clause 1.3.7 of the RFP Document
Tender Fee	as defined in Clause 1.3.3 of the RFP Document
TOD	Means Time of Day
Unqualified Bidders	as defined in Clause 3.1.3 of the RFP Document

1. Introduction

1.1. Background

- 1.1.1. Ajmer Vidyut Vitaran Nigam Limited (the "**AVVNL**") is a company constituted in the year 1999 from the erstwhile Rajasthan State Electricity Board (RSEB) and has been engaged in distribution of electricity in the south & western part of the State of Rajasthan. Area covered under AVVNL is given in the table below:

S. N.	O&M Circle Covered under AVVNL	S. N.	O&M Circle Covered under AVVNL
1	Ajmer City	7	Bhilwara District
2	Ajmer District	8	Chittorgarh District
3	Jhunjhunu District	9	Udaipur District
4	Dungarpur District	10	Banswara District
5	Sikar District	11	Pratapgarh District
6	Nagaur District	12	Rajsamand District

- 1.1.2. AVVNL with the objective of providing better quality services to its Consumers and reduce Aggregated Technical & Commercial (AT&C) losses intends to engage a single agency to provide metering, billing, collection and associated services collectively.
- 1.1.3. To begin with AVVNL has selected Bhilwara City for which a competent and professional agency shall be selected through competitive bidding process which shall be responsible for providing metering, billing, collection and associated services for a specified period as per the terms of this RFP and the Contract Agreement shall be signed between the selected agency and the AVVNL.
- 1.1.4. Details of the Project Area for the purpose of this RFP are given in **Annexure-1**

1.2. Broad Project Structure

Broad structure of the Project is outlined below:

- 1.2.1. Ajmer Vidyut Vitaran Nigam Limited (the "**AVVNL**")has decided to select an agency through a competitive bidding process and enter into a contract agreement (the "**Contract Agreement**") with such selected agency (the "**Service Agency**") which shall be responsible for providing Meter supply, Meter installation, Meter reading, Billing,

Bill distribution, Collection and Associated Services (the "**MBC Services**") in Bhilwara City of AVVNL (the "**Project Area**") as per terms of this RFP and the Contract Agreement for a specified period of 10 (ten) years (the "**Contract Period**") collectively referred as (the "**Project**"). AVVNL may extend the contract period for a duration of 2 years, maximum of three times, on mutually agreed terms & conditions, and the Service Agency shall have to abide by the same.

- 1.2.2. Detailed scope of MBC Services which shall be provided by the Service Agency in the Project Area at its own cost & expenses for the entire Contract Period shall be as per the Scope of work in clause 5.2 of the draft MBC Agreement attached at Annexure- 2 of this RFP.

1.3. Brief Description of Bidding Process

- 1.3.1. The AVVNL has adopted a single-stage, two-part (Technical Bid and Price Bid), open competitive e-bidding process (collectively referred to as the "**Bidding Process**") for selection of an entity/ professional agency (the "**Bidder**") for award of the Project.
- 1.3.2. Bidders are invited to submit their Bids (Technical Bid and Price Bid separately) (the "**Bid**") in accordance with the provisions of the RFP document.
- 1.3.3. The cost of RFP document is Rs. 10,000/- (Rupees Ten Thousand Only) (the "**Tender Fee**"). The Tender Fee shall be remitted in the manner and form as prescribed in Clause 2.5 of the RFP document.
- 1.3.4. In terms of the RFP document, a Bidder shall be required to submit, along with its Bid, a processing fee of Rs. 1,000/- (Rupees One Thousand Only) to RISL for submission of online Bid at www.eproc.rajasthan.gov.in(the "**RISL Processing Fee**"). The RISL Processing Fee shall be remitted in the manner and form as prescribed in clause 2.6 of the RFP document.
- 1.3.5. In terms of the RFP Document, a Bidder shall be required to submit, along with its Bid, a Bid Security of Rs. 54.00 Lakhs (Rupees Fifty Four Lakhs Only) (the "**Bid Security**"). The Bid Security shall be remitted in the manner and form as prescribed in clause 2.7.
- 1.3.6. The Bid shall be valid for a period not less than 120 (one hundred twenty) days from the Bid Due Date.
- 1.3.7. In the first part, the Technical Bids of the Bidders shall be opened on the date and time as specified in Clause 1.4. Bidders whose Bids are responsive and also meet the Qualification Criteria as specified in Clause 2.2 and other terms of this RFP document shall be termed as "**Technically Qualified Bidders**". In the second part, the Price Bids of only the Technically Qualified Bidders shall be opened.

- 1.3.8. Bids are invited for the Project on the basis of an absolute fixed amount (in Rupees) per Consumer per month sought by a Bidder from the AVVNL for implementation of the Project (the **"MBC Charges"**) for the base year (year-1). The MBC Charges shall be escalated by 5% (five percent) annually on compounding basis.
- 1.3.9. Bidder(s) are required to quote MBC Charges up to 2 (two) digits only after decimal (such as Rs. 7.12). Any number mentioned beyond the second digit after decimal shall not be of any consequence.
- 1.3.10. Bidder who has quoted lowest MBC Charges in its Price Bid shall be declared as the **"Lowest Bidder"**.
- 1.3.11. Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3.2, be invited to match the Bid submitted by the Lowest Bidder, in case such Lowest Bidder withdraws or is not selected for any reason or does not execute the Contract Agreement for any reason whatsoever. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the AVVNL, may in its sole discretion, invite fresh Bids from the remaining Bidders or annul/terminate the Bidding Process, as deemed appropriate by it, without assigning any reasons for the same.
- 1.3.12. During the Bidding Process, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bid for award of the Project.
- 1.3.13. AVVNL on its part shall ensure that the terms and conditions for the Bidding Process for the Project are followed and applied uniformly to all Bidders in a non-discriminatory, transparent and objective manner. AVVNL or its authorized agency shall not provide to any party, any such information with regard to the Project or Bidding Process, which may have the effect on restricting competition.
- 1.3.14. Notwithstanding anything contained in this RFP document, the detailed terms specified in the Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 1.3.15. The statements and explanations contained in this Request for Proposal document (**"RFP"**) are intended to provide a proper understanding to the Bidders about the subject matter of this RFP document and should not be construed or interpreted as limiting in any way or manner the scope of works and obligations of the Service Agency set forth in the Draft Contract Agreement or the AVVNL's rights to amend, alter, change, supplement

or clarify the scope of work, the work to be awarded pursuant to this RFP document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the RFP document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the AVVNL.

- 1.3.16. The entire Bidding Process will be carried out as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013 through e-Procurement System at <http://eproc.rajasthan.gov.in>
- 1.3.17. Bidders shall submit/upload their Technical Bid and Price Bid in separate files at www.eproc.rajasthan.gov.in as per the provisions of this RFP document.
- 1.3.18. The provisions of RTPP Act, 2012 and RTPP Rules, 2013 thereto shall be applicable for this Bidding Process. Furthermore, in case of any inconsistency in any of the provisions of this RFP Document with the RTPP Act, 2012 and RTPP Rules, 2013 thereto, the later shall prevail.

1.4. Schedule of Bidding Process

- 1.4.1. AVVNL shall endeavor to adhere to the following schedule for Bidding :

S. No.	Event Description	Date
1	Issue of RFP Document (Start/End Date)	<p>Document can be downloaded from www.eproc.rajasthan.gov.in, www.avvnl.com</p> <p>Start Date : 14-Jan-2017, 03:00 PM</p> <p>End Date : 22-Feb-2017, upto 05:00 PM</p>
2	Date, Time and Place of Pre-Bid Conference	<p>Date & Time : 27-Jan-2017, 01:30 PM</p> <p>Venue : Conference Hall, First Floor Ajmer Vidyut Vitaran Nigam Limited Vidyut Bhawan, Panchsheel Nagar, Ajmer 305004</p>
3	Manner, Start/End Date for Submission of Bid (Bid Due Date)	<p>Bids to be submitted online at the State e-Procurement Portal i.e. www.eproc.rajasthan.gov.in only</p> <p>Start Date : 16-Feb-2017, 09:00 AM</p> <p>Bid Due Date : 22-Feb-2017, upto 05:00 PM</p>

S. No.	Event Description	Date
4	Submission of Original Demand Draft for Tender Fee, RISL Processing Fee and Bid Security	Date : 23-Feb-2017, upto 03:00 PM Venue : Office of the Addl. Chief Engineer (T&S-CSS) Ajmer Vidyut Vitaran Nigam Limited (AVVNL) Vidyut Bhawan, Panchseel Nagar, Ajmer-305004
5	Date, Time and Venue of Technical Bid Opening	Date : 23-Feb-2017, upto 03:00 PM Venue : Office of the Addl. Chief Engineer (T&S-CSS) Ajmer Vidyut Vitaran Nigam Limited (AVVNL) Vidyut Bhawan, Panchseel Nagar, Ajmer-305004
6	Date, Time and Venue of Price Bid Opening	Shall be intimated to the Technically Qualified Bidders at appropriate time
7	Issue of Letter of Award (LoA) to Selected Bidder	Shall be intimated to the Selected Bidder at appropriate time
8	Acceptance of LoA by the Selected Bidder	Within 7 (seven) days of issuance of LoA
9	Signing of Contract Agreement	Within 30 (thirty) days of issuance of LoA

The above schedule is tentative. AVVNL reserves the right to modify the said Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

Further the AVVNL reserves the right to hold, in its sole and absolute discretion, more than one pre-bid conference with the Bidders and in such an event the above schedule shall stand modified and amended to that extent.

2. Instructions to Bidders

A. GENERAL

2.1. Scope of Bid

2.1.1. AVVNL wishes to receive Bids for selection of a Bidder to whom the Project may be awarded as per the provisions of the RFP document and scope of work as given under

2.2. Qualification Criteria

Sub- Clause	Qualification Criteria	Supporting Documents Required
(a)	General Qualification Criteria	
1	<p>Bidder shall be a Company incorporated under the Companies Act 1956/ 2013 or a group of Companies (the "Consortium") with a formal intent to enter into a Contract Agreement to form a Special Purpose Vehicle (SPV) in case Project is awarded.</p> <p>A Consortium can have a maximum of 2 (two) members only including the Lead Member.</p> <p>The term Bidder shall include Single Entity Bidder and each member in case of Consortium Bidder.</p>	<ul style="list-style-type: none"> • Copy of certificate of incorporation duly certified by Authorised Signatory of the Bidder. • Copy of Memorandum of Association (MoA) and Article of Association (AoA) duly certified by Authorised Signatory of the Bidder. • Bidder shall submit Power of Attorney for signing of Bid in favor of Authorised Signatory in the format specified in Bid Forms (Tech Form-3)
(b)	Financial Qualification Criteria	
1	<p>Single Entity Bidder or Lead Member (in case of Consortium Bidder) shall have minimum average annual turnover of Rs. 150 Crores (Rupees One Hundred Fifty Crores Only) during the last 3 (three) consecutive financial years ending on March 31, 2016.</p>	<ul style="list-style-type: none"> • Copy of certificate specifying the average annual turnover of the Bidder during last 3 (three) consecutive financial years ending on March 31, 2016 in the format specified in Bid Forms (Tech Form-10) along with copy of the audited annual reports of the relevant financial years duly certified by statutory auditor of the Bidder.
	AND	
2	<p>Single Entity Bidder or Lead Member (in case of Consortium Bidder) shall not have negative gross cash accrual in any of the last 3 (three) consecutive financial years ending on March 31, 2016.</p>	<ul style="list-style-type: none"> • Copy of certificate specifying the gross cash accrual of the Bidder in each of last 3 (three) consecutive financial years ending on March 31, 2016 in the format specified in Bid Forms (Tech Form-10) along with copy of the audited annual reports of the relevant financial years duly certified by statutory auditor of the Bidder.
(c)	Technical Qualification Criteria	
1	<p>Single Entity Bidder or any member (in case of Consortium Bidder) shall be a</p>	<ul style="list-style-type: none"> • Original certificate issued from the concerned authority of the utility/

Sub- Clause	Qualification Criteria	Supporting Documents Required
	Distribution Franchisee in India/ abroad having experience of satisfactorily handled at least 18,000 (eighteen thousand) Consumers in the activities of distribution of electricity including operation and maintenance of distribution system, meter installation, metering reading, billing, bill printing, bill distribution and revenue collection services continuously for last 3 (three) consecutive years immediately preceding the Bid Due Date	board/ department certifying satisfactory performance of the Bidder as Distribution Franchisee in each of the last 3 (three) consecutive years seven days preceding the Bid Due Date and mentioning the number of Consumers and type of services satisfactorily handled in each of the 3 (three) years.
	OR	
2	Single Entity Bidder or any member (in case of Consortium Bidder) shall be a power transmission/ distribution license from an appropriate commission under Section 14 of Electricity Act 2003 of India or any other country as per appropriate Act/ Policy of the concerned country, for a period of at least three 3 (three) years immediately preceding the Bid Due Date	<ul style="list-style-type: none"> • Copy of power transmission /electricity distribution license issued by Central/State authority duly certified by Authorised Signatory of Bidder
	OR	
3	Single Entity Bidder or all member collectively (in case of Consortium Bidder) shall have experience of satisfactorily handled/ provided MBC services like meter supplying, meter installation, meter reading, billing, bill printing, bill distribution, revenue collection and IT services to a minimum Consumer base of 18,000 (eighteen thousand) per month to a Distribution Licensee/ Distribution Franchisee/ electricity utility in India/ abroad for continuously last 3 (three) consecutive years immediately preceding the Bid Due Date	<ul style="list-style-type: none"> • Original certificate issued from the concerned Distribution Licensee/ Distribution Franchisee certifying satisfactory performance of the Bidder in each of the last 3 (three) consecutive years immediately preceding the Bid Due Date and mentioning the number of Consumers and type of services satisfactorily handled in each of the 3 (three) years.

2.2.1. Bidder (Single Entity Bidder/Consortium Bidder) shall be required to form a Special Purpose Vehicle (SPV) as a Company incorporated under the Companies Act 2013, if Project is awarded to it.

- 2.2.2. In computing the Technical Qualification of the Single Entity Bidder/ any member (in case of Consortium Bidder) under clause 2.2 (c), the Technical Qualification of their respective Associates would also be eligible hereunder, provided that such entity whose Technical Qualification is being claimed shall continue to be the Associate of the Single Entity Bidder/any member (in case of Consortium Bidder) at least for a period of 5(five) years from the date of signing of Contract Agreement.
- 2.2.3. For the purpose of this RFP, Associate means, in relation to the Single Entity Bidder/ any member (in case of Consortium Bidder), an entity who controls, is controlled by, or is under the common control with such Single Entity Bidder/ any member in case of Consortium Bidder (the "**Associate**"). As used in this definition, the expression "**Control**" means the ownership, directly or indirectly, of more than 50% (fifty percent) of paid-up share capital of the other Company. Any bank or financial institutions shall not be considered as an Associate.
- 2.2.4. Any entity which has been barred by the (Central/ State Government, or any entity controlled by them) and under the Rajasthan Transparency Public Procurement (RTPP) Act, 2012 and Rajasthan Transparency Public Procurement (RTPP) Rules, 2013 from participating in Bidding Process and the bar subsists as on the date of Bid, would not be eligible to submit its Bid for this Project. Bidder shall submit self-declaration of no blacklisting in the format specified in **Bid Forms (Tech Form-7)**.
- 2.2.5. A Bidder including any Consortium member or an Associate should, in the last 3 (three) years, have neither failed to perform any contract, as evidenced by imposition of a penalty through a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such single entity bidder/ consortium member.
- 2.2.6. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. The Events of Conflict of Interest of a Bidder are given in Clause 6.2.
- 2.2.7. A Single Entity Bidder cannot at the same time be member of a Consortium Bidder. Further, a member of a particular Consortium Bidder cannot be member of any other Consortium Bidder or participate as a Single Entity Bidder.

2.3. General Conditions specific to Consortium Bidders

Where the Bidder is a Consortium, it shall comply with the following additional requirements:

- 2.3.1. Number of members in a Consortium shall not exceed 2 (two) including the Lead Member
- 2.3.2. Bid shall contain the information required for each member of the Consortium
- 2.3.3. Members of the Consortium shall nominate one member as the Lead Member (the "**Lead Member**") who shall have minimum 51% (fifty one percent) equity shareholding/contribution in the capital of the Service Agency/ Special Purpose Vehicle (the "**SPV**") throughout the subsistence of the Contract Agreement. The nomination (s) shall be supported by a Power of Attorney, as per the format specified in **Bid Forms (Tech Form-5)**, signed by both the members of Consortium
- 2.3.4. Bid shall be signed by the duly Authorised Signatory of the Lead Member and shall be legally binding on all members of the Consortium
- 2.3.5. Members of the Consortium shall enter into a Joint Bidding Agreement as per format specified in **Bid Forms (Tech Form-6)** for the purpose of submitting Bid.
- 2.3.6. Bid shall contain information about both the members of the Consortium and provide additional information whenever asked for.

2.4. General Conditions of Bidding Process

- 2.4.1. AVVNL reserves the right to contact the Bidder(s), their bankers, their consultants, former clients of the Bidder(s) and other such sources for verifying the information, references and data submitted by the Bidder(s) in the Bid, without further reference to the Bidder(s).
- 2.4.2. Failure by the Bidder(s) to provide all requisite information in the Bid or additional information required by the AVVNL shall be at the Bidders' sole risk and cost, and may impact evaluation of the Technical Bid and/or Price Bid besides leading to rejection of Bid as being non-responsive.
- 2.4.3. AVVNL shall be fully entitled to disqualify any Bidder from Bidding Process for any reasons whatsoever including but not limited to the following:
 - a) failure to submit the requisite information and additional documents, based on which bidder has claimed Financial Qualification/ Technical Qualification, within the required timeframe sought by the AVVNL for evaluation of the Bid;
 - b) wilful misrepresentation in any document submitted by the Bidder;

- c) if a Bidder submits more than one Bid;
 - d) the information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation or was materially inaccurate or incomplete;
 - e) If a Bidder submits a non-responsive or qualified or conditional Bid;
 - f) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5 of this RFP document;
 - g) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
 - h) Any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP.
- 2.4.4. AVVNL may require Technically Qualified Bidders to demonstrate meeting Qualification Criteria again. The AVVNL shall disqualify any Bidder that fails to demonstrate meeting the Qualification Criteria again, if requested to do so. AVVNL shall promptly notify each Bidder requested to demonstrate meeting the Qualification Criteria again as to whether or not the Bidder has done so to the satisfaction of the AVVNL.
- 2.4.5. In the event the AVVNL disqualifies any Bidder under Clause 2.4.3 hereinabove, the AVVNL may forfeit the Bid Security of such disqualified Bidder.
- 2.4.6. Any attempts or efforts by a Bidder to influence the processing or evaluation of Bids or decision making process of the AVVNL or any officer, agent or advisor thereof, may result in the rejection of such Bidder's Bid. In the event of rejection of Bid in pursuance of this provision, the Bid Security of the concerned Bidder shall be forfeited by the AVVNL at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regard.
- 2.5. Tender Fee**
- 2.5.1. Bid shall be accompanied by Tender Fee of Rs. 10,000/- (Rupees Ten Thousand Only). Tender Fee shall be remitted in the form of Demand Draft issued by a Scheduled Bank in favour of "**Sr. AO (EA & Cash), AVVNL**" payable at Ajmer.
- 2.5.2. Scanned copy of Demand Draft for Tender Fee shall be submitted/ uploaded on www.eproc.rajasthan.gov.in along with the Technical Bid.
- 2.5.3. Original Demand Draft for Tender Fee shall be submitted physically to the AVVNL on date, time and venue as given in Schedule of Bidding Process at Clause 1.4.

2.6. RISL Processing Fee

- 2.6.1. The Bid shall be accompanied by RISL Processing Fee of Rs. 1,000/- (Rupees One Thousand Only). The RISL Processing Fee shall be in the form of Demand Draft issued by a Scheduled Bank in favour of **"Managing Director, RISL"** payable at **"Jaipur"**.
- 2.6.2. Scanned copy of Demand Draft for RISL Processing Fee shall be submitted/ uploaded on www.eproc.rajasthan.gov.in along with the Technical Bid.
- 2.6.3. Original Demand Draft for RISL Processing Fee shall be submitted physically to the AVVNL on date, time and venue as given in Schedule of Bidding Process at Clause 1.2 of the RFP document.

2.7. Bid Security

- 2.7.1. Bidder is required to deposit, along with its Bid, a Bid Security of Rs.54.00 Lakhs (Rupees Fifty Four Lakhs Only). Bidders shall have an option to provide Bid Security in the form of a **Demand Draft** in favour of **"Sr. AO (EA & Cash), AVVNL"** payable at Ajmer or a **Bank Guarantee** in its favour from a Scheduled Bank in India, as per format specified in **Bid Forms (Tech Form-12)** which can be invoked by the AVVNL at any of the issuing Bank's branch at Ajmer. The validity period of the Bid Security shall not be less than 180 (one hundred eighty) days inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the AVVNL and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 2.7.2. Any extension of the validity of the Bid Security {as may be mutually agreed between the AVVNL and the Bidder(s) from time-to-time} shall be provided to the AVVNL at the cost and expense of the Bidder, a minimum of 7 (seven) calendar days prior to the expiry of the validity of the Bid Security being extended. AVVNL reserves the right to reject the Bid submitted by any Bidder(s) who fail(s) to extend the validity of the Bid Security in line with provisions of this Clause.
- 2.7.3. Bid Security of Unqualified Bidder(s) shall be returned by the AVVNL without any interest as promptly as possible after signing of Contract Agreement or when the Bidding process is cancelled by the AVVNL.
- 2.7.4. The Bid Security of the Selected Bidder shall be released without any interest on receipt of Performance Security from it, in accordance with the provisions of the Letter of Award (LoA)/ Draft Contract Agreement.
- 2.7.5. AVVNL shall reject all such Bids, which do not include the Bid Security as per the provisions of this Clause 2.7.

2.7.6. The Bid Security shall be forfeited by the AVVNL, at its sole discretion in the following cases:

- a) if the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- b) the Bidder withdraws/modifies/substitutes its Bid after Bid Due Date and during Bid Validity Period, including any period of extension thereof;
- c) in case of a Selected Bidder, if it fails to sign the Contract Agreement or fails to furnish the required Performance Security to the AVVNL within the time specified herein and in the Letter of Award (LoA) or fails to sign and return a duplicate copy of the LoA with its acknowledgement within 7 (seven) days of issue thereof;
- d) in case the Bid of the Bidder is determined as being non-responsive due to its being "**Conditional**" or "**Qualified**" or for any other reason, in the opinion of AVVNL;
- e) if the Bidder refuses to accept the correction of errors in its Bid
- f) any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP Document.

2.7.7. AVVNL shall return the Bid Security after the earliest of the following events, namely:

- a) the expiry of Bid Validity Period; or
- b) the execution of Contract Agreement; or
- c) the cancellation/termination of Bidding Process for any reason whatsoever.

2.7.8. No interest will be payable on the Bid Security(s) submitted by Bidders.

2.7.9. Submission of Bid Security:

- a) Scanned copy of Demand Draft/ Bank Guarantee for Bid Security shall be submitted/ uploaded on www.eproc.rajasthan.gov.in along with the Technical Bid.
- b) Original Demand Draft/ Bank Guarantee for Bid Security along with Demand Draft for Tender Fee and RISL Processing Fee shall be submitted to the AVVNL on date, time and venue as given in Schedule of Bidding Process at Clause 1.2.

2.8. Bid Validity Period

2.8.1. The Bid shall remain valid for a period not less than 120(one hundred twenty) days from the opening of technical bid (the "**Bid Validity Period**"). AVVNL reserves the right to reject any Bid which does not meet this requirement.

2.8.2. Extension of Bid Validity Period

- a) AVVNL reserves the right to extend the Bid Validity Period by up to another 60 (sixty) days (the "**Extended Bid Validity Period**").
- b) Prior to the expiry of Bid Validity Period, the AVVNL, may request Bidders to extend the period of validity of their Bids for Extended Bid Validity Period. A Bidder's refusal for such extension shall be treated as withdrawal of the Bid and in such circumstance the Bid Security shall be returned to the Bidder as per the provisions of clause 2.7.
- c) Bidders who agree for Extended Bid Validity Period, their Bid Security shall be retained by AVVNL as per the provisions of clause 2.7 of the RFP document and the Bidders shall be required to extend the validity of Bid Security in conformity with Clause 2.7.2.
- d) When an extension of the Bid Validity Period is requested, Bidder(s) shall not be permitted to change the terms and conditions of their Bid(s).
- e) Bid Validity Period of the Selected Bidder shall be deemed to be automatically extended till the date on which the Contract Agreement is signed.

2.9. Number of Bids and Cost thereof

2.9.1. No Bidder shall submit more than 1 (one) Bid for the Project in response to the RFP document. Any Bidder who submits more than 1 (one) Bid for the Project shall be disqualified.

2.9.2. Bidders shall be responsible for all the cost associated with the preparation of their Bids and their participation in the Bidding Process. AVVNL shall not be responsible or in way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.10. Visit to the Project Area and Verification of Information

2.10.1. Bidder, at the Bidder's own responsibility, risk and cost can visit to examine the Project Area and obtain all information that may be necessary for preparing the Bid. The costs of visiting the Project Area shall be borne by the Bidder. AVVNL shall not be liable for such costs, regardless of the outcome of the Bidding Process.

2.11. Acknowledgement by Bidder

2.11.1. It shall be deemed that by submitting the Bid, the Bidder has:

- a) made a complete and careful examination of the RFP Document;
- b) received all relevant information requested from the AVVNL;
- c) accepted the risk of inadequacy, errors or mistake in the information provided in the RFP Document or furnished by or on behalf of the AVVNL relating to any of the matters referred to in clause 2.11.1 above; and
- d) agreed to be bound by the undertakings provided by it under and in terms hereof

2.11.2. AVVNL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP Document or the Bidding Process, including any error or mistake therein or in any information or data given by the AVVNL.

2.12. Right to Accept or Reject any or all Bids

2.12.1. Notwithstanding anything contained in this RFP Document, the AVVNL reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligations for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the AVVNL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.12.2. AVVNL reserves the right to reject any Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) Bidder does not provide, within the time specified by the AVVNL, the supplemental information sought by the Bidder for evaluation of the Bidder.

2.12.3. In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof including any of the Qualification Criteria conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any material incorrect or false information, the Bidder shall be disqualified forthwith if not yet selected as the Selected Bidder either by issue of Letter of Award (LoA) or entering into the Contract Agreement, and if the Bidder has already been issued the LoA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained herein or in this RFP Document, be liable to be terminated, by communication in writing by the AVVNL to the Bidder, without the AVVNL being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy

which the AVVNL may have under this RFP Document and the Draft Contract Agreement or under applicable law. In such case, AVVNL shall have right to forfeit the Bid Security/ or the Performance Security or any other sum of the Service Agency available with the AVVNL.

2.12.4. AVVNL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Document any time after the submission by the Bidder and till the subsistence of the Contract Agreement. Any such verification or lack of such verification by the AVVNL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the AVVNL.

2.13. Communication between the Bidders and the AVVNL

2.13.1. All communications to the AVVNL, in the context of this RFP Document and related issues, unless specified otherwise, shall be addressed to;

Addl. Chief Engineer (T&S – CSS)

Ajmer Vidyut Vitaran Nigam Limited (AVVNL)
Vidyut Bhawan, Panchsheel Nagar, Makarwali Road,

Ajmer – 305 004

Phone : 0145 – 2643528

Fax : 0145 – 2644502

E-mail : ceproject0145@gmail.com

2.13.2. All communications to the Bidders shall be sent to the designated person/representative of the prospective Bidder at the address mentioned in the covering/forwarding letter of its Bid, as addressed to the AVVNL unless the AVVNL is advised otherwise by the concerned prospective Bidder.

2.13.3. AVVNL shall not entertain or enter into any correspondence (written or oral) with the Bidders except where the AVVNL seeks clarification from prospective Bidder or where a prospective Bidder seeks clarification from the AVVNL in writing before submission of Bid, whereupon the AVVNL may provide written clarifications.

B. RFP Document

2.14. Availability of RFP Document

2.14.1. The RFP document (in PDF format) shall be available on www.eproc.rajasthan.gov.in and www.avvnl.com during the period mentioned in Schedule of Bidding Process at Clause 1.4.

- 2.14.2. Prospective Bidders can download the RFP document from the above websites but shall be required to remit the cost of RFP document in the manner and form as prescribed in clause 2.5.

2.15. Clarifications

- 2.15.1. A Pre-Bid Conference shall be held on a date, time and venue as specified in Schedule of Bidding Process at Clause 1.4 in order to clarify any provisions or requirements related to the Project/RFP document or any other related issue. All prospective Bidders may participate in the Pre-Bid Conference.
- 2.15.2. All queries to be raised at the Pre-Bid Conference should be submitted to the AVVNL in writing or by e-mail in accordance with Clause 2.13 before the date and time as mentioned in Clause 1.4. Queries received after the aforesaid time limit may not be considered during the Pre-Bid Conference.
- 2.15.3. Attendance of Bidders in the Pre-Bid Conference is not mandatory. Subsequent to the meeting, the AVVNL shall prepare responses of queries submitted by prospective bidders, without identifying its source. The responses to queries shall be published on www.eproc.rajasthan.gov.in or www.avvnl.com
- 2.15.4. AVVNL shall endeavour to respond the queries raised or clarification sought by the prospective Bidders. However, the AVVNL reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the AVVNL to respond to any query or to provide any clarification.
- 2.15.5. Verbal clarifications and information given by the AVVNL or its employees or representatives advisors/consultants shall not in any way or manner be binding on the AVVNL.

2.16. Amendment in the RFP Document

- 2.16.1. At any time prior to the Bid Due Date, the AVVNL 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 an **"Addendum"**. Any modification of the RFP Document which may become necessary as a result of Pre-bid Conference or otherwise shall be made by the AVVNL exclusively through the issue of Addendum and not through the Minutes of Pre-bid Conference.
- 2.16.2. Addendum shall be notified on www.eproc.rajasthan.gov.in and www.avvnl.com. Such Addendum shall become part of the RFP Document.

C. Preparation & Submission of Bid

2.17. Language of the Bid

2.17.1. The Bid and related documents to the Bid and all correspondence exchanged between Bidder(s) and the AVVNL shall be in English language. Supporting documents and printed literature furnished by the Bidder(s) in another language shall be accepted provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.18. Format and Signing of the Bid

- 2.18.1. The Bidder shall provide all the information sought under this RFP Document.
- 2.18.2. Bidder shall submit its Bids in accordance with the provisions set forth in this RFP Document. In order to enable consistency among Bids and to facilitate smooth evaluation by the AVVNL, some formats in which the Bidder shall provide information/data comprising Bids are given in this RFP Document. The AVVNL shall evaluate only those Bids that are received in the required format complete in all respects and in line with the instructions contained in this RFP Document.
- 2.18.3. The Technical Bid shall be signed and stamped on each page initialled by a person duly authorized to sign on behalf of Bidder holding Power of Attorney, as per the format as specified in **Bid Forms (Tech Form-3)**. The Technical Bid shall be in PDF format with all pages numbered serially along with an index. The pdf format shall be uploaded on the website as provided in this RFP.
- 2.18.4. The Price Bid shall be submitted in MS-Excel format as specified in **Bid Forms (FIN Form-1)**.
- 2.18.5. Any corrections in the Technical Bid such as interlineations, erasures or overwriting shall be valid only if they are signed and stamped by a person duly authorized to sign on behalf of Bidder.
- 2.18.6. A single stage two-part (Technical Bid and Price Bid) system shall be followed for the Bid:-
- (i) Technical Bid, including Fee details (Tender Fee, RISL Processing Fee, Bid Security) in PDF format
 - (ii) Price Bid in MS-Excel format
- 2.18.7. Technical Bid (the "**Technical Bid**") shall consist of the following documents:

S. No.	Document Type	Document Format
1	Letter of Bid	as per the format specified at Tech Form-1 (in PDF Format)
2	Tender Fee	Scanned copy of Demand Draft (in PDF Format)
3	RISL Processing Fee	Scanned copy of Demand Draft (in PDF Format)
4	Bid Security	Scanned copy of Demand Draft/Bank Guarantee as per format specified at Tech Form -12 (in PDF Format)
5	Details of Bidder	as per the format specified at Tech Form-2 (in PDF format)
6	Certified copy of certificate of Registration/ Incorporation in support of legal status of the Bidder	Scanned copy of documents (in PDF format)
7	Certified Copy of Memorandum of Association (MoA) and Article of Association (AoA)	Scanned copy of documents (in PDF format)
8	Power of Attorney for Signing AVVNL	as per the format specified at Tech Form-3 (in PDF format)
9	Board Resolution for Bidders (In case of Consortium)	as per the format specified at Tech Form-4 (in PDF format)
10	Power of Attorney for Lead Member of Consortium (In case of Consortium)	as per the format specified at Tech Form-5 (in PDF format)
11	Joint Bidding Agreement between Consortium Members (In case of Consortium)	as per the format specified at Tech Form-6 (in PDF format)
12	Self-Declaration – No Blacklisting	as per the format specified at Tech Form-7 (in PDF format)
13	Anti-Collusion Certificate	as per the format specified at Tech Form-8 (in PDF format)
14	Project Undertaking	as per the format specified at Tech

S. No.	Document Type	Document Format
		Form-9 (in PDF format)
15	Financial Qualification	as per the format specified at Tech Form-10 (in PDF format)
16	Technical Qualification	as per the format specified at Tech Form-11 (in PDF format)

2.18.8. Price Bid (the "**Price Bid**") shall consist of the following document:

S. No.	Document Type	Document Format
1	Price Bid	as per the format specified at FIN Form-1 (in MS-Excel format)

2.19. Submission of Bid

- 2.19.1. Bid shall be submitted in two separate files i.e. (i) Technical Bid (in PDF format) and (ii) Price Bid (in MS-Excel format). Technical Bid and Price Bid shall contain all documents/information as set forth in this RFP Document and in the format and manner as detailed in Clause 2.19 herein.
- 2.19.2. Bid shall be submitted/ uploaded online on www.eproc.rajasthan.gov.in only. Bidders must register on www.eproc.rajasthan.gov.in (Bidders already registered www.eproc.rajasthan.gov.in before 30-09-2011 must register again). Bidders are advised to refer to the orders issued by the Finance Department, GoR vide F.1(1)FD/GF&AR/2007 (Circular No. 19/2011) dated 30.09.2011 for getting acquainted with e-tendering process.
- 2.19.3. To participate in online Bidding Process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their Bids. Bidders can procure the same from any Controller of Certifying Authorities (CCA) approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 2.19.4. Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement website for further details about the e-Tendering process.
- 2.19.5. Training for the Bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.

Contact No. : 0141-4022688 (Help desk 10 am to 6 pm on all working days)

E-mail: eproc@rajasthan.gov.in

2.19.6. Bid (Technical Bid and Price Bid) submitted/uploaded on www.eproc.rajasthan.gov.in shall be digitally signed with DSC of the Authorised Signatory.

2.19.7. After submission of Bid on www.eproc.rajasthan.gov.in the Bidders shall submit original Demand Draft/Bank Guarantee for RISL Processing Fee, Tender Fee and Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process as given at Clause 1.4. Non-submission of the above shall lead to non-acceptance of the Bid submitted/uploaded by the Bidder.

2.20. Last Date of Submission of Bid (Bid Due Date)

2.20.1. Bid should be submitted/ uploaded on www.eproc.rajasthan.gov.in during the period given in Schedule of Bidding Process at Clause 1.4 in the manner and form as detailed in the RFP Document. ***Bidders are requested to upload their Bids well in time so as to avoid 11th hour issues such as slow speed of internet, website hanging/ choking/ slow downloading due to heavy load or any other unforeseen situation.***

2.20.2. AVVNL may at its sole discretion, extend the Bid Due Date by issuing an Addendum.

2.21. Withdrawal, Substitution and Modification of Bids

2.21.1. Bidders shall not be permitted to withdraw, substitute or modify its Bid after submission of the Bid on www.eproc.rajasthan.gov.in

D. Opening of Bids

2.22. Opening of Technical Bid

2.22.1. AVVNL, in first-part, shall open the Technical Bids on the date and time mentioned in the Schedule of Bidding Process given at Clause 1.4 in the presence of the Bidders or their authorized representatives who choose to attend.

2.22.2. AVVNL shall prepare a list of the Bidders or their representatives attending the opening of Technical Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses.

2.22.3. All the documents comprising of Technical Bid shall be downloaded from www.eproc.rajasthan.gov.in only for the Bidders who have submitted the original Demand Draft/Bank Guarantee for RISL Processing Fee, Tender Fee and Bid Security as

per the date, time and venue mentioned in Schedule of Bidding Process given at Clause 1.4 and in conformity with the provisions set-forth in the RFP Document.

- 2.22.4. Any information contained in the Bid shall not in any way be construed as binding on the AVVNL, its successors or assigns, but shall be binding on the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.22.5. AVVNL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.22.6. If any information furnished by the Bidder is found to be incomplete, or contained in format other than those specified herein, the AVVNL may, in its sole discretion, exclude the relevant information from evaluating the eligibility of the Bidder.
- 2.22.7. In the event that a Bidder claims credit for qualification under the Qualification Criteria, and such claim is determined by the AVVNL as incorrect or erroneous, the AVVNL shall reject such claim and exclude the same from admissibility for purposes of the Qualification Criteria. Where any information is found to be patently false or amounting to a material misrepresentation, the AVVNL reserves the right to reject the Bid in accordance with provisions of Clause 2.12.2 and 2.12.3.

2.23. Confidentiality

- 2.23.1. Information relating to examination, clarification, and recommendation for eligibility/qualification of the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the AVVNL in relation to or matters arising out of, or concerning the Bidding Process. AVVNL will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. AVVNL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the AVVNL or as may be required by law or in connection with any legal process.
- 2.23.2. AVVNL shall conduct a preliminary scrutiny of the opened Technical Bids to assess the prima-facie responsiveness and ensure that the:
 - (i) bid is accompanied by relevant document related to Tender Fee, Bid Security and RISL Processing Fee
 - (ii) bid is valid for the period specified in the RFP document

- (iii) bid is unconditional and the Bidder has agreed to give the required Performance Security;
 - (iv) other conditions as specified in the RFP Document are fulfilled.
 - (v) any other information which the AVVNL may consider appropriate has been furnished by the Bidder.
- 2.23.3. No Technical Bid shall be rejected at the time of Technical Bid opening except the Bids of the Bidders who have not submitted original Demand Draft/ Bank Guarantee for RISL Processing Fee, Tender Fee and Bid Security.
- 2.23.4. The Price Bid shall remain unopened which shall be opened later on a date, time and venue to be intimated to the Bidders who qualify in the evaluation of Technical Bids.

2.24. Tests of Responsiveness

- 2.24.1. Prior to evaluation of Bids, the AVVNL shall determine whether each Bid is responsive to the requirements of the RFP Document. A Bid shall be considered responsive only if:
- a) It is received as per the format specified in Bid Forms (Tech Form-1);
 - b) It is received by the Bid Due Date including any extensions thereof in pursuant to Clause 2.21;
 - c) it is signed and submitted in accordance with Clauses 2.19 and 2.20;
 - d) it is accompanied by the Power of Attorney in the format as specified at Tech Form-3;
 - e) it contains all the information and documents (complete in all respects) as requested in this RFP Document;
 - f) it contains information in formats same as those specified in this RFP Document;
 - g) it does not contain any condition or qualification; and
 - h) it is not non-responsive in terms hereof.
- 2.24.2. AVVNL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the AVVNL in respect of such Bid.

2.25. Clarifications

- 2.25.1. To facilitate evaluation of Bids, the AVVNL may, at its discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time

specified by the AVVNL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 2.25.2. If a Bidder does not provide clarifications sought under Clause 2.25.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the AVVNL may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the AVVNL.

2.26. Qualification of Bidders and Notification

- 2.26.1. After the evaluation of the Technical Bids in first-part, the AVVNL would announce a list of "**Technically Qualified Bidders**" whose Price Bids will be opened in the second part.
- 2.26.2. AVVNL shall upload the result of evaluation of Technical Bids on www.eproc.rajasthan.gov.in and www.avvnl.com notify each Bidder whether it has been qualified or unqualified in the evaluation of Technical Bid.
- 2.26.3. AVVNL shall also notify about the date, time and venue of opening of Price Bids on www.eproc.rajasthan.gov.in and www.avvnl.com also individually to each of the Technically Qualified Bidders.

2.27. Opening of Price Bids

- 2.27.1. In the second part, the Price Bids of only Technically Qualified Bidders shall be opened who shall be informed about the venue, date and time of opening of Price Bids.
- 2.27.2. The Price Bids of only Technically Qualified Bidders shall be downloaded from www.eproc.rajasthan.gov.in and opened in the presence of representatives of the Technically Qualified Bidders, who wish to attend.

2.28. Proprietary data

- 2.28.1. All documents and other information supplied by the AVVNL or submitted by a Bidder to the AVVNL shall remain or become the property of the AVVNL.
- 2.28.2. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The AVVNL will not return any Bid or any information provided therewith.

2.29. Correspondence with the Bidder

- 2.29.1. Save and except as provided in this RFP document, the AVVNL shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3. Criteria for Evaluation

3.1. Evaluation of Technical Bids

- 3.1.1. In first part, AVVNL shall carry out a detailed evaluation of the Technical Bid in order to determine whether the Technical Bid is in accordance with the requirements set forth in the RFP.
- 3.1.2. Bidders who meet the Qualification Criteria set forth in Clause 2.2 shall be termed as **"Technically Qualified Bidders"**.
- 3.1.3. Bidders who do not meet the Qualification Criteria set forth in Clause 2.2 shall be termed as **"Unqualified Bidders"**.
- 3.1.4. AVVNL shall upload the result of Technical Bid Evaluation on www.eproc.rajasthan.gov.in and/or www.avvnl.com and notify each Bidder whether it has been qualified or unqualified in the evaluation of Technical Bid.
- 3.1.5. AVVNL shall also notify about the date, time and venue of opening of Price Bids in second part to the Technically Qualified Bidders.

3.2. Evaluation of Price Bids

- 3.2.1. In second part, the AVVNL shall examine and compare the Price Bids submitted by the Technically Qualified Bidders, taking into account the following factors:
 - a) Overall, completeness and compliance as per the instruction given in this RFP Document.
 - b) The Bid that does not meet minimum acceptable standards of completeness, consistency and detail as required by RFP document shall be rejected for non-responsiveness.
 - c) Conditional Bids are liable to be rejected.
- 3.2.2. Bids are invited for the Project on the basis of an absolute fixed amount (in Rupees) per Consumer per month sought by a Bidder from the AVVNL for implementation of the Project (the **"MBC Charges"**) for the base year (year-1). The MBC Charges shall be escalated by 5% (five percent) on year on year basis (annually).
- 3.2.3. Bidder(s) are required to quote MBC Charges up to 2 (two) digits only after decimal (for example Rs. 7.12). Any number mentioned beyond the second digit after decimal shall not be of any consequence.
- 3.2.4. Bidder whose has quoted lowest MBC Charges in its Price Bid shall be declared as the **"Lowest Bidder"**.

- 3.2.5. In the event the MBC Charges of two or more Bidders is same (the **"Tie Bidders"**), the AVVNL shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders or their authorized representatives who choose to attend.
- 3.2.6. In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the **"First Round of Bidding"**), the AVVNL may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the **"Second Round of Bidding"**). If in the Second Round of Bidding, only one bidder matches the Lowest Bidder, then it shall be the Lowest Bidder. If two or more Bidders match the said Lowest Bidder in the Second Round of Bidding, then the Bidder whose Bid was lower compared to other Bidder(s) in the First Round of Bidding shall be the Lowest Bidder. For example, if the third and fifth Lowest Bidders in the First Round of Bidding offer to match the said Lowest Bidder in the Second Round of Bidding, the said third Lowest Bidder shall be the Lowest Bidder.
- 3.2.7. In the event that no Bidder offers to match the Lowest Bidder in the Second Round of Bidding as specified in Clause 3.2.6, AVVNL, may, in its discretion, invite fresh Bids (the **"Third Round of Bidding"**) from all Bidders except the Lowest Bidder of the First Round of Bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in Third Round of Bidding to revalidate or extend their Bid Security, as necessary, and other fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such Third Round of Bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second Lowest Bidder in the First Round of Bidding.
- 3.2.8. After selection, a Letter of Award (the **"LoA"**) shall be issued in duplicate by AVVNL to the Lowest Bidder who shall, within 7 (seven) days of receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. Lowest Bidder shall be the **"Selected Bidder"** after it has acknowledged and accepted the LoA within the specified timeframe given herein above. In the event the duplicate copy of the LoA duly signed by the Lowest Bidder is not received by stipulated date, the AVVNL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Lowest Bidder to acknowledge the LoA, and the next eligible Bidder may be considered.
- 3.2.9. After acknowledgement of the LoA as aforesaid by the Lowest Bidder, it shall make the payments as specified in Clause 4.1 of and cause the Service Agency to execute the Contract Agreement within 30 (thirty) days of issue of LoA by the AVVNL. The Lowest

Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.

- 3.2.10. In case, the Contract Agreement is not executed within 30 (thirty) days, for reasons attributable to the Lowest Bidder, AVVNL reserves the right to cancel the Letter of Award (LoA) and appropriate/ forfeit the Bid Security/ Performance Security.

4. Others

4.1. Performance Security

- 4.1.1. For securing the due and punctual performance of its obligations under the Contract Agreement the Service Agency shall furnish to the AVVNL, within 15 (fifteen) days of issue of Letter of Award (LoA), a bank guarantee of Rs.25 Crore (Rupees Twenty Five Crores Only) from a Nationalised or Scheduled Bank, in favour of **"Sr AO (EA & Cash), AVVNL"** payable at Ajmer, having an initial validity period of 1 (one) year, from the date of execution of the Contract Agreement(the **"Performance Security"**) as per the format specified in the Draft Contract Agreement.
- 4.1.2. The amount of Performance Security shall be increased by 8% (eight percent) annually on compounding basis.
- 4.1.3. Service Agency shall be required to renew its Performance Security with the increased amount as stated in sub-clause 4.1 within 15 (fifteen) days before expiry of previous Performance Security.
- 4.1.4. AVVNL shall have the right to invoke the Performance Security in case of non-compliance to SLRs by the Service Agency or for other defaults in view of various stipulations in the Agreement.
- 4.1.5. In case of non-performance by the Service Agency and/or non-adherence of the SLRs by the Service Agency, any penalty levied by the rerc/government/court/ judicial or quasi-judicial body/any administrative authority on AVVNL the same shall be recoverable from the Service Agency against the performance security on a back to back basis unless the Service Agency pays to AVVNL within a period of 14 days from the date of issue of notice in this regard asking the Service Agency to pay the penalty.
- 4.1.6. In the event the performance security is invoked in part or full by AVVNL, Service Agency shall, within two weeks of invocation of the performance security by AVVNL, restore the same to the level prior to invocation or provide a fresh performance security, as the case may be failing which AVVNL shall have the right to terminate the Agreement.

5. Fraud and Corrupt Practices

5.1. Fraud and Corrupt Practices

- 5.1.1. Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the AVVNL may reject a Bid without being liable in any manner whatsoever to the Bid if it determines that the Bid has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 5.1.2. Without prejudice to the rights of the AVVNL under Clause 5.1.1 hereinabove, if a Bid is found by the AVVNL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the AVVNL during a period of 2 (two) years from the date such Bidder is found by the AVVNL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.1.3. For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the AVVNL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the AVVNL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Contract Agreement, who at any time has been or is a legal, financial or technical advisor of the AVVNL in relation to any matter concerning the Project;

- b) "fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) "coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d) "undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the AVVNL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6. Miscellaneous

6.1. Miscellaneous

- 6.1.1. The Bidding Process shall be governed by, and construed in accordance with, the RTPP Act, 2012 and RTPP Rules, 2013 and the Courts at Ajmer shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.1.2. AVVNL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a) suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) qualify or not to qualify any Bidder and/ or to consult any Bidder in order to receive clarification or further information; retain any information and/ or evidence submitted to the AVVNL by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.1.3. It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies the AVVNL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.2. Conflict of Interests

6.2.1. A Conflict of Interest for AVVNL or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations

6.2.2. The situations in which a AVVNL or its personnel may be considered to be in conflict of interest includes, but not limited to, following:-

- a) A conflict of interest occurs when AVVNL's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
- b) Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the AVVNL, employment after retirement from the AVVNL's service or the receipt of a gift that may place the AVVNL's personnel in a position of obligation.
- c) A conflict of interest also includes the use of AVVNL's assets, including human, financial and material assets, or the use of AVVNL's office or knowledge gained from official functions for private gain or to prejudice the position of someone AVVNL's personnel does not favour.
- d) A conflict of interest may also arise in situations where AVVNL's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from AVVNL's personnel's actions or decisions.

6.2.3. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-

- a) they have controlling partners in common;

- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the Bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) A Bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a Bidder, in more than one bid; or
- f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the Bidding Process.

6.3. Prohibition against Collusion amongst Bidder(s)

- 6.3.1. Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through connivance or collusion or pooling amongst two or more Bidder(s) shall be deemed to be invalid and the Bid Security of concerned Bidder(s) shall be forfeited at sole discretion of AVVNL.

6.4. Interpretation of Documents

- 6.4.1. AVVNL shall have the sole discretion in relation to:
- a) The interpretation of this RFP Document, the Bids and any documents provided in support of the Bids; and
 - b) All decisions in relation to the evaluation and ranking of the Bids
- 6.4.2. AVVNL shall have no obligation to explain or justify its interpretation of this RFP Document, the Bid(s) or their supporting/ related documents/ information or to justify the evaluation process, or selection of the Selected Bidder.

In the event of conflicts of any sort among the RFP Document and the Contract Agreement, the documents shall be given the priority in the following order:

- (i) Amendment to Contract Agreement (if any)
- (ii) Contract Agreement
- (iii) Amendment to RFP document (if any)
- (iv) RFP document

- 6.4.3. AVVNL reserves the right to use and interpret the Bid documents, data etc. it receives from the Bidder(s) in its absolute discretion.
- 6.4.4. The words and expressions beginning with capital letters and not defined herein, shall, unless the context otherwise requires, have the meaning ascribed thereto in the Contract Agreement.

6.5. Grievance Handling During Bidding Process

- 6.5.1. Any grievance of a Bidder pertaining to the bidding process shall be by way of filing an appeal to the first or second Appellate AVVNL, as the case may be, in accordance with the provisions of chapter III of The Rajasthan Transparency in Public Procurement Act, 2012 and chapter VII of The Rajasthan Transparency in Public Procurement Rules, 2013. The first Appellate AVVNL shall be the Chairman, AVVNL while the second Appellate AVVNL shall be the Principal Secretary, Energy Department, Government of Rajasthan, Jaipur.

7. Scope of Services

The Service Agency shall undertake the services as per the provisions of the Draft MBC Agreement (attached at Annexure-2 of this RFP) to be signed between AVVNL and the Service Agency.

It is specified that the final approach to complete all activities as covered under the Scope of Work shall be formulated in consultation with the Service Agency after the award of contract.

Annexure-1 Project Area

Table 1: Organizational Structure of Bhilwara City Electricity Distribution System

Name of circle	Name of Division	Name of Subdivision
Bhilwara City	DD-I Bhilwara	(CSD-I), Bhilwara
		(CSD-II), Bhilwara
		(CSD-III), Bhilwara
		(CSD-IV), Bhilwara

Note: The project area may be increased to include more subdivisions at a later stage, if desired by the AVVNL.

Table 2: Distribution Infrastructure Summary as on 31st March 2016

Particulars	Units	Particular
EHV Sub-station	Nos.	4
33 KV Input Point	Nos.	10
11 KV Input Point	Nos.	76
Total Input Points	Nos.	90
33 KV Substation	Nos.	14
33 KV Substation Capacity	MVA	182.6
33 KV Switching Station	Nos.	--
33 kV Outgoing Feeder	Nos.	10
11Kv Outgoing Feeders	Nos.	76
33 KV Lines		
Over Head Line	CKms	48.85
Under Ground	CKms	NIL
Total	CKms	48.85
11 KV Lines		
Over Head Line	CKms	315.66

Particulars	Units	Particular
Under Ground	CKms	NIL
Total	CKms	315.66
LT Lines		
Over Head Line	CKms	712.439
Under Ground	CKms	NIL
Total	CKms	712.439
Poles		
33 KV Lines	Nos.	840
11 KV Lines	Nos.	5260
L. T. Lines	Nos.	15830
Total	Nos.	21930

Table 2(a): Transformer Capacity

Transformer Capacity	Unit	Quantity
33/11 KV Transformer	Nos	33
	MVA	182.6
11/0.4 Kv Transformer	Nos	1536
	MVA	149.022

Table 2(b): 33/11Kv Transformer Capacity

33/11 Kv Transformer Capacity	Nos.	MVA
10 MVA	NIL	-
8 MVA	7	56

7.5MVA	NIL	-
5MVA	25	125
3/3.15/3.16 MVA	NIL	-
1.5/ 1.6 MVA	1	1.6
Total	33	182.6

Table 2(c): 11 Kv Substation Details

Particulars	Unit	Quantity
RMU	Nos	0
Breakers	Nos	110

Table 3: 11/0.4 kV Transformer Capacity

S. N.	Parameter	Nos.	MVA
1	750 KVA	1	750
2	500 KVA	11	5500
3	315 KVA	71	22365
4	250 KVA	143	35750
5	200 KVA	0	1400
6	160 KVA	81	12960
7	150 KVA	4	600
8	100 KVA	641	64100
9	63 KVA	169	10647
10	50 KVA	9	450
11	25 KVA	332	8300
12	16 KVA	45	720
13	40 KVA	25	1000
14	10 KVA	4	40
	Total	1445	164.582

Table 4: Losses and Average Billing and Revenue Realization for Bhilwara City

Year	Units Input (MUs)	Unit Billed (MUs)	T&D Loss (%)	Revenue Billed (in Rs Mn.)	Revenue collected (in Rs Mn.)	Collection Efficiency (%)
FY 2015-16	4676.63	4279.8	8.49	3331.941	3337.763	100.17

Table 5: Category wise Consumer Details for Bhilwara City

Particular	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
Domestic	59844	60181	62770	67810
Non-Domestic	15455	17593	18469	19691
Public Street Light	229	214	345	264
Agriculture (Metered)	421	596	697	749
Agriculture (Flat)	0	0	0	0
Small Industry	1643	1615	1656	1658
Medium Industry	569	591	609	623
Large Industry	179	180	176	170
Public Water Works (S)	298	303	313	240
Public Water Works (M)	5	5	5	113
Public Water Works (L)	1	2	2	3
Mixed Load / Bulk Supply	94	80	72	57
Electric Traction	0	0	0	10
Total	78738	81360	85114	91388

Table 6: Category wise Connected Load (KW) for Bhilwara City

Particular	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
Domestic	78975.0	39732.0	89437.0	97819.0
Non-Domestic	54432.0	40272.0	59249.0	62030.0
Public Street Light	2001.0	7203.0	7782.0	7520.0
Agriculture (Metered)	1462.0	1064.0	1922.0	2059.0
Agriculture (Flat)	0.0	0.0	0.0	0.0
Small Industry	9429.0	13335.0	9202.0	7298.0
Medium Industry	20497.0	28808.0	19690.0	13739.0
Large Industry	256.0	0.0	0.0	0.0
Public Water Works (S)	1503.0	2107.0	1606.0	1521.0
Public Water Works (M)	149.0	200.0	149.0	127.0
Public Water Works (L)	0.0	0.0	0.0	0.0
Mixed Load / Bulk Supply	1284.0	1546.0	1356.0	1144.0
Electric Traction	0.0	0.0	0.0	0.0
Total	169988.0	134267.0	190393.0	193257.0

Table 7: Category wise Unit Sales (MUs) for Bhilwara City

Particular	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
Domestic	1863.15	1660.88	1816.38	1149.38	2106.02
Non Domestic	705.51	723.58	797.41	517.83	973.12
Public Street Light	131.88	112.73	110.93	72.33	169.06
Agriculture (Metered)	37.00	47.55	30.61	24.76	60.63
Agriculture (Flat)	0.00	0.00	0.00	0.00	0.00
Agriculture (Nursery)	0.00	0.00	0.00	0.00	0.00
Agriculture (Polt)	0.00	0.00	0.00	0.00	0.00
Small Industry	111.04	88.69	86.82	52.70	89.16
Medium Industry	758.40	496.19	485.29	318.26	529.04
Large Industry	3613.90	3015.23	3303.95	2284.04	3030.19
Public Water Works (S)	55.86	48.65	48.93	25.08	57.43
Public Water Works (M)	9.74	2.06	2.28	0.00	2.39
Public Water Works (L)	29.04	32.72	25.64	21.43	32.27
Mixed Load/Bulk Supply	164.86	56.92	37.56	15.38	27.25
TOTAL	7480.38	6285.20	6745.80	4471.20	7076.56

Table 8: Category wise Revenue Billed and Collected (Rs. Cr.) for Bhilwara City

Particulars	Revenue Billed (Nigam Dues) (Rs Cr.)				Revenue Collected (Nigam Dues) (Rs Cr.)			
	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
Domestic	46.53	55.70	60.76	75.61	46.44	55.29	60.91	75.74
Non-Domestic	30.39	34.83	39.48	51.44	30.35	34.65	39.24	51.49
Public Street Light	3.33	3.69	3.95	6.85	3.33	3.76	4.20	6.77
Agriculture (Metered)	0.64	0.84	1.16	1.67	0.61	0.76	1.16	1.70
Agriculture (Flat)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Small Industry	2.99	2.72	3.16	3.66	2.96	2.90	3.14	3.70
Medium Industry	16.43	16.89	17.91	22.64	16.51	16.71	18.12	22.71
Large Industry	99.78	115.57	132.38	133.91	99.62	109.53	132.47	134.24
Public Water Works (S)	1.32	1.46	1.65	1.93	1.48	7.21	1.69	1.99
Public Water Works (M)	0.06	0.07	0.07	0.09	0.12	0.16	0.08	0.09
Public Water Works (L)	0.97	0.87	0.65	1.18	0.95	0.80	0.66	1.19
Mixed Load / Bulk Supply	1.76	1.33	0.97	1.02	1.78	1.26	0.91	1.02
Electric Traction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	204.19	233.96	262.15	300.00	204.14	233.03	262.58	300.64

Table 9: Metering Status as on 31st August 2016

Category	Status of Meters		
	OK Meter	Defective Meter	No Meter
Domestic	63542	869	0
Non-Domestic	14885	124	0
Public Street Light	246	18	0
Agriculture (Metered)	532	18	0
Agriculture (Flat)	0	0	0
Small Industry	929	10	0
Medium Industry	208	4	0
Large Industry	169	0	0
Public Water Works (S)	325	7	0
Public Water Works (M)	2	0	0
Public Water Works (L)	2	0	0
Mixed Load / Bulk Supply	46	0	0
Traction	0	0	0
Total	80886	1050	0

Table 10: Category wise Outstanding Arrear (Rs. Cr.) for Bhilwara City

Particulars	Outstanding Arrears (Nigam Dues) as on 31 st March 2015 (Rs. Cr.)	Outstanding Arrears (Nigam Dues) as on 31 st March 2016 (Rs. Cr.)
Domestic	1.1389	1.0073
Non-Domestic	0.3227	0.2659
Public Street Light	-0.4136	-0.3335
Agriculture (Metered)	0.053	0.0238
Agriculture (Flat)	0	0
Small Industry	0.0899	0.051
Medium Industry	0.0022	-0.0656
Large Industry	0.7667	0.4332
Public Water Works (S)	0.0263	-0.0283
Public Water Works (M)	-0.0059	-0.0064
Public Water Works (L)	-0.0132	-0.0216
Mixed Load / Bulk Supply	0.063	0.0634
Electric Traction	0	0
Total	2.03	1.3892

Annexure-2 Draft MBC Agreement

Draft Memorandum of Agreement (MoA)

between

Ajmer Vidyut Vitran Nigam Limited (AVVNL)

and

M/s. _____ Limited (SPV)

and

M/s. _____ Limited (the Selected Bidder)

for

**Providing Metering, Billing, Collection and
Associated Services (MBC Services)**

in

Bhilwara City of AVVNL

Stamp Paper of Appropriate Value

MBC Service Agreement

MBC Service Agreement between AVVNL, M/s. _____ Limited (SPV)
and M/s. _____ Limited (the Selected Bidder).

This Agreement made at Ajmer on this _____ day of _____, 2016

between

Ajmer Vidyut Vitran Nigam Limited, a company registered under the Companies Act, 1956 having its registered office at Vidyut Bhawan, Panchsheel Nagar, Makarwali Road, Ajmer (Raj.) – 305 004, hereinafter referred to as "AVVNL" (which expression unless repugnant to the context or meaning thereof shall include its successors and assigns) of the ONE PART

and

M/s. _____ Limited a company registered under the Companies Act, 1956/2013 having its registered office at _____, hereinafter referred to as "MBC Agency" or "the Agency" (which expression unless repugnant to the context or meaning thereof shall include its successors and permitted assigns) of the OTHER PART

and

M/s. _____ Limited a company registered under the Companies Act, 1956/2013 having its registered office at _____, hereinafter referred to as "the Bidder" (which expression unless repugnant to the context or meaning thereof shall include its successors and permitted assigns) who will be the guarantor of all the obligations and liabilities of MBC Agency of the OTHER PART.

WHEREAS:

- A. AVVNL is a Distribution Licensee under the provisions of the Electricity Act, 2003 (the "Act") having license to supply electricity in the Western part of the State of Rajasthan.
- B. Under the provisions of the Act, AVVNL is entitled to distribute electricity in a specified area within its jurisdiction of supply and is authorised to secure the selected services such as Metering, Billing, Collection and Associated Services (MBC Services) through another "person" (as defined in the Electricity Act, 2003).
- C. For the purpose of providing Metering, Billing, Collection and Associated Services (MBC Services) in the Bhilwara Urban Area i.e. Bhilwara City of AVVNL as more particularly described hereinafter, AVVNL selected M/s. _____ Limited through the competitive bidding process.
- D. AVVNL issued a Letter of Intent No. _____ dated _____ to the said Bidder and the same had been accepted by the Bidder. Pursuant to the terms of the Request for Proposal Tender No. _____ issued by AVVNL ("RFP") and this Agreement, M/s. _____ Limited has been incorporated by the Bidder to discharge the functions of MBC Agency as the special purpose vehicle (the "MBC Agency").
- E. The parties have agreed to record the terms and conditions for providing Metering, Billing, Collection and Associated Services (MBC Services) within the Service Area by executing this MBC Service Agreement.
- F. The parties are fully aware that this Agreement provides for Metering, Billing, Collection and Associated Services (MBC Services) within the Service Area through MBC Agency.

NOW, THEREFORE, IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS, PREMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Definitions and Interpretation:

1.1. Definitions

In this Agreement, unless the context otherwise requires,

Term	Definition
Agreement Representative	shall mean the person nominated by the Parties as set forth in Clause 19.2.
AMR	Automatic Meter Reading
AoA	means the Articles of Association
Appropriate Commission	means the Central Regulatory Commission referred to in sub-section (1) of section 76 or the State Regulatory Commission referred to in section 82 or the Joint Commission referred to in section 83 as defined in The Electricity Act, 2003
AT&C	Aggregated Technical & Commercial Losses
AVVNL Distribution Assets	shall mean the assets created and deployed by AVVNL in the Service Area as on Effective Date, beyond secondary side of Distribution Transformers for distribution of electricity including, 11 kV and LT Lines, both overhead and underground, , control rooms, 11/0.4 KV Sub-stations, LV underground cables, electrical plant, control switch gear, meters having design voltage 11 kV and below, service lines and other similar assets at the consumer end and other assets employed by AVVNL for distribution of electricity including metres, Service cables and ABC cables and other accessories
Base Year	shall mean the Financial Year 2015-16.
Billing	shall mean to generate, print and deliver energy consumption bills to the Consumers in the formats prescribed by AVVNL as per different billing cycle.
Capital Expenditure	shall mean the amount to be invested by MBC Agency in the Service Area for the purpose as given in the Clause 5.2.1 & 5.2.2 of this Agreement
CCC	means Customer Contact Centre
Collection Efficiency	shall mean the ratio of revenue actually realized from consumers (including the subsidy amount, if any) and energy amount billed to Consumers (including the subsidy amount, if any), in percentage terms for a particular period and shall be calculated as below: Collection Efficiency = (Revenue Realized from consumers in Rupees/Assessment in Rupees) x100
Complaint	shall mean any written or electronic correspondence by a Consumer expressing dissatisfaction with the products/level of service provided by MBC

Term	Definition
	Agency.
Condition Precedent	shall mean the conditions set out in Clause 2 hereof to be satisfied by AVVNL and MBC Agency after signing of the Service Agreement before the Effective Date.
Condition Subsequent	shall mean the conditions set out in Clause 2 hereof to be satisfied by AVVNL and MBC Agency after the Effective Date.
Consumer	shall mean the consumer, irrespective of voltage level at which electricity is supplied to him/her, and as defined under the Electricity Act, 2003.
Contract Year	shall mean each successive period of one year beginning from the Effective Date of this Agreement.
Damages	shall mean the amount payable by MBC Agency to AVVNL in case Event of Defaults and Non-Performance by MBC Agency as set forth in this Agreement under Clauses 19.1.1 and 19.1.2.
Distribution	Means the supply and conveyance of electricity by means of distribution system
Distribution Assets	shall mean the assets deployed by AVVNL / MBC Agency in the Service Area for performing the services as set out in this Agreement
Distribution Losses	shall mean the difference between energy supplied at the Input Points and Energy Billed to Consumers in percentage terms for a particular period and shall be computed as below:
Distribution System	Means the network of transmission cables and associated functional devices between the generating stations and the end delivery points including installation of connections to the Consumers
DT	means Distribution Transformer
Effective Date	Shall mean the date of handing over of the business operations of Service Area by AVVNL to MBC Agency pursuant to this Agreement after the Conditions Precedents are satisfied
Expiry Date	Shall mean the 10 th (tenth) anniversary of the Effective Date, any date effective after project extension or earlier termination as the case may be
Extra Voltage/Tension or High or EHV or EHT	Shall mean any voltage equal to & above 132,000 Volts subject to permissible variations

Term	Definition
Force Majeure	without limiting the general limitations of liability in any way arising under this Agreement neither party is responsible for failure or delay in performance of services or obligations hereby undertaken due to occurrence of any event of Force Majeure including acts of God, acts of any Government (de jure or de facto) or regulatory body or public enemy, war, riots, embargoes, industry-wide strikes, the reduction in supply due to outage of generation facilities/ transmission lines or any other causes, circumstances, or contingencies, whether of a similar or dissimilar nature to the foregoing, beyond the parties control, which cannot be reasonably forecast or prevented, thereby, hindering the performance by the Parties of any of their obligations hereunder
GoR	means the Government of Rajasthan or any other Department/ instrumentality/ Authority of the Government of Rajasthan
High Voltage/Tension or HV or HT	shall mean any voltage equal to & above 33,000 Volts subject to permissible variations
IR	means Infrared
Law	means, in relation to this agreement, all laws in force in India and would include any statute, ordinance, regulation, notice, circular, code, rule or direction, or any interpretation of any of them by a Governmental instrumentality and also includes all applicable Rules, Regulations, Orders, Directions, Notifications by a Governmental instrumentality pursuant to or under any of them and shall include all Rules, Regulations, Decisions, Directions and Orders of RERC
Major Incident	means an incident associated with Metering, Billing, Collection and Associated Services in the Service Area, which results in a significant interruption of service, substantial damage to equipment, or loss of life or significant injury to human beings and shall include any other incident, which AVVNL expressly declares to be a major incident. Significant interruption of service for this purpose shall mean interruption impacting more than 10,000 Consumers continuously for a period of more than 24 hours and substantial damage to equipment shall mean damage to the Assets exceeding Rs 50 Lacs in gross value
MBC Services	means Metering, Billing, Collection and Associated Services (MBC Services) as defined in Annexure-2 of the RFP document
MBC Agency ("the Agency")	Means the Special Purpose Vehicle incorporated by the Selected Bidder under the Indian Companies Act, 2013 to discharge the obligations of the Selected Bidder as set out in this Agreement

Term	Definition
MBC Assets	Shall mean the assets created and deployed by MBC Agency for performing the services as set out in this Agreement
MUs	means Million Units
Network Nodes	means all the 33KV or 11KV side of 220KV and/or 132KV and/or 33 KV substations or the interception points with the adjoining areas of the Project Area
Officer-in-Charge	Shall mean any person, nominated by each of the Parties as set forth in Clause-19.3
Open Access	shall mean open access as defined in the Electricity Act 2003
O&M	means operation & maintenance
Party	means either the AVVNL or the MBA Agency. Collectively they shall be referred to as "Parties"
Person	Shall include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person
Project Implementation Period	means the period as specified in clause 2.1.2
Prudent Utility Practices	Shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe and efficient distribution of electricity, operation and maintenance of Distribution Assets etc
RERC	Shall mean the Rajasthan Electricity Regulatory Commission, Jaipur, or its successor(s)
Service Area	shall mean Bhilwara Urban Area i.e. Bhilwara City of AVVNL as mentioned in the Annexure – 1 in respect of which MBC Agency shall perform the services as set out in this Agreement
Service Period	shall mean a term of ten (10) years of time from the Effective Date
Service Right	Means the rights granted by AVVNL to MBC Agency to act as an Agency for performing the services as set out in this Agreement
SLD	means Single Line Diagram
T&D	means Transmission & Distribution
Termination Payment	shall mean the payment to be made on Termination of the Agreement by

Term	Definition
	either Party to the other Party as per Clause 16
TOD	Means Time of Day

1.2. Interpretations:

In this Agreement, unless the context otherwise requires:

- (i) A reference to the singular shall include a reference to the plural and vice versa; and a reference to any gender shall include a reference to the other gender.
- (ii) A reference to any Article, Clause, Appendix, Schedule, Attachment or Annex shall be to an Article, Clause, Appendix, Schedule, Attachment or Annex of this Agreement.
- (iii) The Appendices, Schedules, Attachments and Annexes form an integral part of this Agreement. In the event of any conflict between any provision of the Clauses and any provision of the Appendices, Schedules, Attachments or Annexes, the provision of the Clauses shall prevail.
- (iv) Reference to any law or regulation having the force of law includes a reference to that law or regulation as from time to time amended, modified, supplemented extended or re-enacted.
- (v) Any reference to time shall, except where the context otherwise requires, be construed as a reference to the time in India. Any reference to the calendar shall be construed as reference to the Gregorian calendar.
- (vi) The headings of the Articles, Clauses, Appendices, Schedules, Attachments and Annexes in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- (vii) The words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases.
- (viii) Unless the context otherwise requires, any period of time referred to shall be deemed to expire at the end of the last date of such period.
- (ix) If any provision in Clause 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive

provision in the body of this Agreement;

- (x) The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply;
- (xi) All references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, modified, substituted, novated or assigned from time to time.

2. Conditions Precedent & Conditions Subsequent to the Agreement

2.1. Conditions Precedent to be satisfied by MBC Agency & AVVNL

2.1.1 Submission of Performance Guarantee

MBC Agency shall submit and maintain valid for the term of this Agreement, a performance guarantee to the satisfaction of AVVNL in the form of an irrevocable and unconditional Performance Guarantee in the form of Bank Guarantee from any nationalized bank or Scheduled Bank for an amount of Rs. 25 Crore (Rs Twenty Five Crore only). The Performance Guarantee shall be governed as per Clause 9 of this Agreement.

2.1.2 Capital Investment Plan

MBC Agency shall submit details of Capital Expenditure Plan to be carried out for installation of advanced metering system (meters & associated equipments) at all Network Nodes, Distribution Transformers (DTs) and at Consumer premises, establishment of Customer Care Centre (CCC), development of new billing and collection software etc. over a period of 7 months from the Effective Date (**Project Implementation Period**). The competent authorities of AVVNL shall approve the Capital Expenditure plan after a prudent check. The actual purchase orders and invoices of all purchase/ procurement by the Agency shall be submitted to AVVNL from time to time for AVVNL to prepare the fixed asset register of the Agency. This shall be used to determine the amount payable by AVVNL to the Agency during expiry/ termination of the project.

2.1.3 Completion of Joint Audit of Various Parameters

A Joint Audit Team of AVVNL and MBC Agency shall carry-out an audit of the parameters listed below:

- i. Category-wise number of Consumers in the Service Area
- ii. Number of network nodes, distribution transformers installed in the Service Area
- iii. Existing Distribution Network and Infrastructure of the Service Area
- iv. Finalisation of process flow for Billing, Collection and consumer complaint handling
- v. Ongoing Contracts for Metering, Billing, Collection and Associated Services, if any, as on Effective Date

All the Conditions Precedent stated clause 2.1.1, 2.1.2 & 2.1.3 shall be satisfied within 60 (sixty) days of signing of this Agreement. The above time-period may be extended by the parties as mutually agreed.

2.2. Conditions Subsequent to be satisfied by MBC Agency & AVVNL

- 2.2.1. Service Agency shall conduct survey and collect data of the households and networks in the Project Area and submit a Detailed Project Report (DPR). The DPR shall consist of following:
 - i. As-Is Assessment of the Project Area.
 - ii. Number and type of meters along with metering equipment (if any) installed, their make and model.
 - iii. Operational plan that includes the details of approach and methodology to be followed by the Service Agency

3. Term of Agreement

3.1. Term of Agreement:

The term of this Agreement shall be for a period of Ten (10) years from the Effective Date, or as extended as per mutual consent of AVVNL and MBC Agency.

3.2. Early Termination

This agreement can be terminated before the expiration of the Service Period as per the provisions of Clause-15 of this Agreement.

3.3. Event of Abandonment

3.3.1. If MBC Agency ceases to operate all and/or any substantial part of the MBC Services for a period of fifteen (15) consecutive days without the prior written consent of AVVNL, then AVVNL or its designates shall be entitled to immediately enter any and/or all of the Operations, provided however that:

3.3.2. An event of abandonment shall not have been set to occur, if the cessation of operation has resulted from –

- (i) an event of Force Majeure; or
- (ii) Non-providing of approval/support for essential services by AVVNL over a period of fifteen (15) consecutive days

3.3.3. It is however expressly agreed that if MBC Agency is proceeding with diligence and good faith to overcome or remedy such event and such event is overcome or remedied within a further period of seven (7) days, then such an event shall not be treated as an event of abandonment.

3.3.4. It is hereby expressly agreed that all third party liabilities arising out of the event of abandonment shall be borne by MBC Agency alone. MBC Agency shall indemnify and hold AVVNL and its Consultant harmless against the same as provided in Clause 11.1 MBC Agency shall compensate AVVNL for the losses suffered by AVVNL, if any, as provided in Clause 11.

3.4. Survival

The expiry or termination of this Agreement shall not affect accrued rights and obligations of the parties under this Agreement, nor shall it affect any continuing obligations for which this Agreement provides, either expressly or by necessary implication post its expiry or termination.

4. Grant of MBC Service Rights

4.1. Grant of MBC Service Rights

Subject to the terms and conditions of this Agreement and the Act, AVVNL agrees to appoint the Agency for providing Metering, Billing, Collection and Associated Service (MBC Services) in the Service Area and the Agency hereby agrees that it shall perform all the obligations and accept all the liabilities of AVVNL as associate/partner of AVVNL for the Service Area as stipulated in this Agreement. In consideration of the above, MBC Agency shall have "Right to Use" AVVNL Distribution Assets and all other rights, powers and authorities available to AVVNL as a Distribution Licensee to perform its obligation under this Agreement. MBC Agency however shall not be the owner of AVVNL Distribution Assets.

4.2. Legal Status of MBC Agency

MBC Agency shall be a Professional Partner/Associate/Service Provider of AVVNL and it shall not be a licensee under Section 14 of the Act.

4.3. Exclusivity

MBC Agency shall be the exclusive Service Provider of AVVNL for providing MBC Services in the Service Area. MBC Agency is entitled to assign or transfer its rights and obligations under this agreement only to banks /financial institutions/financing agencies who are lenders to this specific project. Apart from the aforesaid, MBC Agency shall not be entitled to assign or transfer in any manner its rights and obligations under this Agreement to its affiliate or any other third party without the prior written approval of AVVNL. However MBC Agency may appoint sub-contractor(s) for outsourcing some of its activities with a prior seven (7) days written intimation to AVVNL. It is however clarified that MBC Agency alone shall be liable and responsible to AVVNL for the due performance of this Agreement and any default / breach of any of the terms and conditions of this Agreement by any such sub-contractor(s) shall be deemed to be a default / breach by MBC Agency.

4.4. Service Area

Details of the Service Area for providing the Services as stipulated in this Annexure – 1 of the RFP document. Notwithstanding the details given at

Annexure – 1 of the RFP, the professional fee quoted by MBC Agency with the Financial Proposal and accepted by AVVNL for the contract period shall remain unchanged.

4.5. Effect of Acceptance

By accepting and executing this Agreement, MBC Agency accepts and agrees to comply with the provisions of this Service Agreement and the Act.

4.6. Directions

MBC Agency shall comply with AVVNL directives issued for compliance of the Laws, Regulations, Orders and Directives of RERC. However, MBC Agency shall have an option to adopt alternative methods for complying with applicable Laws, Regulations, Orders and Directives of RERC.

4.7. Intent

It is the intent of both the Parties that each Party shall enjoy all rights and be subject to all obligations of this Service Agreement for the entire term and to the extent any provisions have continuing effect, after its expiration.

5. Activities of MBC Agency:

5.1. 'Right of Use' to AVVNL Distribution Assets

- 5.1.1. MBC Agency shall be entitled to use AVVNL Distribution Assets to perform its obligation under this Agreement free of cost. However recurring expenditure, if any, shall be at the Agency's cost. AVVNL shall, however, continue to be the owner of such assets.
- 5.1.2. MBC Agency shall use and maintain such assets at its own cost to keep them in good working condition as per Prudent Utility Practices.
- 5.1.3. MBC Agency shall not dispose off or alienate or in any way encumber such assets of AVVNL. If any assets need to be replaced, except for those which are in the scope of the Agency as per this Agreement, the Agency shall timely inform AVVNL for replacement of such asset at AVVNL's cost.
- 5.1.4. If any asset needs to be scrapped, MBC Agency as per direction/concurrence of AVVNL may remove such asset and the same shall be deposited at AVVNL's designated store in/nearby the Service Area by MBC Agency at its cost. AVVNL

shall duly identify the scrap against its Asset register for Transformers & accessories and HT network.

- 5.1.5. A separate Asset Register for the Service Area shall be maintained for the Assets created by MBC Agency, which shall be duly verified and signed by both the parties in compliance of the provisions of this Agreement. The Joint Audit team shall time to time verify the assets register with physical inventory and the assets created/used in the Service Area.
- 5.1.6. On termination/ expiry of this agreement, MBC Agency shall without demur hand over physical possession/ custody of AVVNL Distribution Assets, if any, in same condition, subject to normal wear and tear and Clause 5.1.4.
- 5.1.7. Any shortfall in the quantity of AVVNL Distribution Assets in due course, as verified and recorded jointly by AVVNL and MBC Agency as per clause 2.1.3 shall be recovered from MBC Agency at the cost of replacement of such asset. MBC Agency shall have the option to replace such missing or lost equipment (shortfall) with comparable equipment.
- 5.1.8. If MBC Agency intends to utilize other services of AVVNL such as Testing facilities for HT/LT metering etc. the charges as applicable for the same shall be payable to AVVNL.
- 5.1.9. Under no circumstances MBC Agency shall use AVVNL's asset or assets created by it in the Service Area for any purpose other than the objective of this agreement i.e. Providing Metering, Billing, Collection and Associated Service (MBC Service) in the Service Area. However, under exceptional circumstances, if such need arises then the written permission of AVVNL would be necessary.

5.2. Duties and Responsibilities of MBC Agency

5.2.1. Capital Expenditure

5.2.1.1. Installation of Advanced Metering System

- i. Service Agency shall replace metering at all existing network nodes, Distribution Transformers and Consumer meters with new advanced metering system. All meters must comply with relevant Indian Standards & applicable RERC regulations/guidelines. Prepayment metering system should also be deployed on

- 1-ph & 3-ph consumers to the maximum possible extent as per the guidelines of RERC/ state government.
- ii. Metering system shall be equipped with latest technology, high reliability, low failure rate meters and features such as Time of Day (TOD), load profile and demand measurement.
 - iii. All the Advanced metering system at Network Nodes, DTs and **Consumers (having sanctioned load of 10 KW and above)** shall be equipped to obtain meter reading remotely through Automated Meter Reading (AMR) without human intervention. AMR enabled meters shall be installed along with data communication equipment. Agency shall be responsible for selection of network service provider and all the operational activities related to data communication equipment for AMR enabled meters.
 - iv. All the Advanced metering system for **Consumers having sanctioned load below 10 KW** shall be equipped to obtain meter reading through Common Meter Reading Instrument (CMRI) or any other advanced technology without human intervention.
 - v. The replacement/installation of meters of **consumers (other than Agricultural connections) having load above 18.65 KW** shall be executed by the Service Agency in presence of authorized officials of M&P wing of AVVNL. Installation of modem etc. for these consumers shall also be carried out in presence of M&P wing.
 - vi. Service Agency shall install complete metering system such as meter, Current Transformers (CTs), Potential Transformers (PTs) structure, modems, tamper resistant boxes, connectors, seals etc. as needed for each Consumer type as per the specifications followed by AVVNL, and must comply with relevant Indian Standards and applicable Regulations and Orders issued from time-to-time.
 - vii. All the Metering System must have High in-circuit reliability of shall have **a failure rate of not more than 2%**, during the entire **Contract Period i.e. 10 years**.
 - viii. The Agency shall follow the procedure and documentation as required by AVVNL for replacement of meters. The Agency shall deposit all the replaced meters and associated metering ensemble/ equipment from the Network Nodes, Distribution Transformers (DTs) and Consumer's premises to designated AVVNL's stores.

- ix.** The Agency shall update all the records/details of consumer database in its own IT system/ server and updates of the same shall be sent to the existing AVVNL's IT system/ server while replacing old meters.
- x.** For each old Meter replaced by a new one, The Agency shall provide the last meter reading of the old meter to AVVNL. The initial meter reading of newly installed meter shall also be documented by the Agency.
- xi.** The Agency shall ensure that the warranty of new meters shall be **minimum 10 (ten) years**. To ensure the same The Agency shall be required to submit an annual report in a form prescribed by AVVNL covering in-circuit performance of the entire installed base of meters/ meter ensembles.
- xii.** The Agency shall be responsible to operate and maintain the new advanced metering system for the entire term of the Contract Period at its cost and expenses. Any replacement of meters and associated metering equipment during the term of Contract Period shall be borne by the Agency without charging any fee/ service charges to Consumers or AVVNL except as mentioned in Clause 5.2.1.1 (xiii).
- xiii.** Service Agency shall replace service cable for all direct connected meters of Low Tension (LT) Consumers with uniform colour coded armoured cables. The old service cable shall be deposited in the designated store of. Cost of replacement of service cable for High Tension (HT), Extra High Tension (EHT) Consumers and LT-CT meters shall not be in the Scope of the Agency which shall be borne by AVVNL.
- xiv.** The Service Agency shall perform the work of sealing of the energy meter and meter box. For this purpose, the Service Agency shall implement a suitable seal management system as per the prevailing practices of AVVNL and applicable Regulations.
- xv.** AVVNL reserves the right to inspect the meter stocks held by the Agency at any point of time during Contract Period. Such random inspections conducted by or on behalf of AVVNL on meter stocks held by the Agency shall pass all the routine test requirements as per relevant Indian Standards. In case of failure, the Agency shall replace all the defective meters with the desired quality meters to the satisfaction of AVVNL within timelines as specified in this Agreement
- xvi.** Service Agency shall install new advanced metering system at all Network Nodes, Distribution Transformers (DTs) and Consumer premises as per the Scope of

Services mentioned herein and project report/ work plan approved by AVVNL as per the timelines given below:

S. No.	Particulars	Timelines
1	<ul style="list-style-type: none"> Installation of new advanced metering system at all Network Nodes and Distribution Transformers (DTs) as per the Scope of Services Minimum 40% of HT & EHT Consumers in Project Area 	Within 60 (sixty) from the Effective Date
2	Installation of new advanced metering system at Consumer Premises <ul style="list-style-type: none"> All HT & EHT Consumers in Project Area Minimum 20% of LT Consumers in project Area 	Within 120 (one hundred twenty) days from the Effective Date
3	Installation of new advanced metering system at Consumer Premises <ul style="list-style-type: none"> Minimum 70% of LT Consumers in project Area 	Within 180 (one hundred eighty) days from the Effective Date
4	Installation of new advanced metering system at Consumer Premises <ul style="list-style-type: none"> All LT Consumers in project Area 	Within 210 (two hundred ten) days from the Effective Date

xvii. In the event, Service Agency fails to install new advanced metering system as per the timelines given above and such delay has not occurred as result of breach of the Contract Agreement by AVVNL or due to Force Majeure, then the Service Agency shall pay to AVVNL Damages in an amount calculated at the rate of 0.001% (zero point zero-zero one percent) of the Performance Security for each day's delay until the fulfillment of the timelines given in Clause 5.2.1.1 (xv) hereinabove subject to maximum onetime extension of 60 (sixty days) after which AVVNL shall have right to terminate the Contract Agreement on account of Service Agency's Event of Default and forfeit the Performance Security of the Service Agency.

5.2.1.2. Establishment of 24 x 7 Customer Care Centre (CCC)

- i.** The Agency shall establish, operate and maintain a Customer Care Centre (CCC) for the purpose of receiving and redressing complaints/applications relating to Services under the Agency's scope.
- ii.** CCC shall allow Consumers to establish contact through means of communication of their choice e.g. telephone call, SMS, e-mail and letters by post. Such contact shall be established to record a complaint relating to MBC Services stipulated under The Agency's scope.
- iii.** CCC shall have ultramodern facilities like IVRS, call logging, recording and shall be equipped with capacity to cater to the Consumers in Project Area.
- iv.** All communications shall be either in Hindi or English depending on the choice of the Consumer (voice call, SMS etc.)
- v.** CCC shall gather all details/facts about the complaint, record and raise the necessary internal workflows required to deliver the Service required. The Agency shall resolve the Consumer Complaint within specified time period as per applicable rules of AVVNL and Appropriate Commission.
- vi.** The Agency shall provide access to Consumers for tracking the status of their complaints in its IT-enabled server through CCC portal, mobile application, SMS etc. The Agency shall also update the status of the consumer complaints on their registered e-mail ID and mobile number.
- vii.** Publish and keep up- to date the process adopted for resolving common Consumer complaints and for all requests that a Consumer can make for new services. This should include the normal time the Agency expects to take for each complaint / new service.
- viii.** The Service Agency shall generate summary report related to complaints/request as per agreed schedule and share with AVVNL.
- ix.** MBC Agency shall complete the task of installation of Customer Care Centre as within seven (7) month from the Effective Date. In case MBC Agency fails to do so, then AVVNL may invoke Performance Guarantee partly/fully as deemed appropriate.
- x.** All cost associated with the establishment of CCC shall be borne by MBC Agency. The Price Quoted by MBC Agency shall be deemed to have taken into account the cost of finance and depreciation on account of these investments.

- xi.** Upon expiry/termination of this Agreement, MBC Agency shall hand over all Assets of Service Area created by it, to AVVNL in working condition subject to normal wear and tear at zero cost. MBC Agency shall not have a right whatsoever to take back these assets, if the same are to be compensated by AVVNL in terms of the Agreement.

5.2.2. Technical Duties & Responsibilities

The broad duties and responsibilities would include, but not limited to the following activities:

5.2.2.1. Maintain In-circuit Metering Equipment

- i.** To minimize/ eliminate meter failure, to reduce estimated energy bills for better consumer satisfaction and to reduce revenue loss on account of defective meters, the Agency shall identify meters that are defective, either at its own level or on the basis of consumer complaints or wilful vandalism or theft and shall replace all defective meters with new ones.
- ii.** The Agency shall ensure preventive maintenance at regular interval in order to ensure reliability of the in-circuit metering equipment.
- iii.** The Agency shall ensure that any damage to AVVNL's property caused by their action shall be rectified at their own risk and cost.

5.2.2.2. Testing of in-Circuit Metering Equipment on Consumer Request

- i.** Upon receiving request from a Consumer, Service Agency shall carry out a valid and traceable test of the meter on the consumer's actual load maximum 2 (two) times in a year and shall follow the RERC norms of metering. Any additional testing requests shall be catered by the Service Agency on chargeable basis as per AVVNL prevailing norms.
- ii.** Service Agency shall carry out assessment of the revenue lost/ gained due to defective metering system as per the applicable provisions of AVVNL.
- iii.** The Service Agency shall fulfill all the necessary prerequisites and Specifications of meters and associated equipment of AVVNL for testing and checking of the meters at the time of procurement. All the meters (removed/new) shall be tested and sealed in the Central Testing Lab facility of AVVNL or any other lab facility as prescribed by AVVNL. The Service Agency shall bear all the cost for this testing and checking of new meters procured by them.

5.2.2.3. Reading of Meters of at Network Nodes, DTs and Consumers Electronically

- i. The Agency shall obtain meter readings of meters installed at Network Nodes, DTs and Consumer premises.
 - a. The Agency shall obtain readings from all Network Nodes, DTs and Consumer (having sanctioned load of 10 KW and above) remotely through AMR without any human intervention.
 - b. The Agency shall obtain all meter readings of meters installed at Consumers (having sanctioned load below 10 KW) electronically through CMRI or any other advanced technology without any human intervention.
 - c. Agency shall read all Consumer meters on monthly basis as per the different billing cycle making it convenient for monthly billing system.
 - d. The Agency shall take the readings of meters of flat rate Consumers at-least once in a 3 (three) month period.
 - e. The Agency shall read all meters installed at Network Nodes and DTs at-least once a day on the time as mutually agreed between AVVNL and the Agency.
- ii. All the necessary requirements like protocol details, BCS, MRI resident software etc. shall be arranged by the Agency.

5.2.2.4. Bill Generation & Bill Distribution

- i. The Agency shall be responsible for establishing and maintaining an efficient billing system. If the Agency wants to improve the existing billing system, it can do so after prior written approval of AVVNL. In case, AVVNL wants to upgrade/improve the existing billing software as per the requirement of RERC/AVVNL, the Service Agency shall have to do the same at its own cost. The Service Agency shall generate bills and share the generated bill files with the AVVNL billing server.
- ii. The Agency shall develop its own IT enabled data base server which shall be integrated with AVVNL's existing IT System and provide the data on daily basis to AVVNL server. AVVNL shall provide necessary interface requirements.
- iii. The Agency shall print the bills in the bill formats prescribed by AVVNL.

- iv. The Agency shall distribute the energy bills of all Consumers under the Project Area at the door-step of Consumer as per the billing cycle.
- v. The Agency shall also e-mail the energy bills to Consumers (if e-mail ID of Consumers is available) and shall intimate consumers on their registered mobile number. Agency shall keep collecting/ updating Consumer database (including their mobile number, e-mail ID etc.) for effective and efficient customer service management.
- vi. The Agency shall intimate Consumer by SMS, phone calls, e-mails about the last date of depositing the pending bill amount to ensure timely payment of bill by Consumer.
- vii. The Agency shall issue duplicate bills, if so requested by the Consumer, free of cost.
- viii. The Agency shall maintain an auditable trail for meter reading and billing value for a period of 6 (six) years. The Agency shall provide access of the audit trails of metering, billing and associated transactions performed to AVVNL and provide information to AVVNL's auditors or similar authorities having jurisdiction as may be required.
- ix. The Agency shall also develop a web enabled software/ portal giving access to Consumer to view their bills and platform for making online payment of bills. Portal shall also have other data/ information e.g. soft copies of past bills and payment history (at least last 12 bills), complaint lodging system etc.
- x. The Agency shall provide details and summary reports pertaining to billing data in mutually agreed format to AVVNL.
- xi. The Agency shall provide data/ information to AVVNL auditors or similar authorities having jurisdiction as may be reasonable required against a duly authorized Work Ticket system.
- xii. Service Agency shall be liable to establish the infrastructure to handle prepaid/ smart metering to the maximum possible extent as per the guidelines of RERC/ State Govt. as and when directed by RERC/ State Govt. for specified categories of consumers, at its own cost.

5.2.2.5. Revenue Collection

- i. The Agency shall set-up multiple channels for revenue collection like cash

collection counters, online payment through Agency's IT-enabled billing server, mobile application, e-mitra, e-payment gateways e.g. Bill-Desk, WSS, paytm etc. This collection can be against energy bills, arrears and any other charges/ fee (e.g. new connection charges, reconnection charges etc.) as instructed/ directed by AVVNL.

- ii.** The Agency shall ensure presence of cash collection counters (including e-mitra counters) as given below:
 - a. For urban area, The Agency shall provide at least one cash collection counters for every 3000 Consumers of the whole urban area for monthly billing cycle.
 - b. For rural area, The Agency shall provide at least one cash collection centres for every 1500 Consumers or within radius of 5 km (whichever quantity as derived is lesser) of the whole rural area for monthly billing cycle.
- iii.** The Agency shall also be equipped with the infrastructure required to provide hassle free token recharge facilities at its cash collection counters and near vicinity of the Consumer if AVVNL also brings in the prepaid/smart metering the Project Area. Detailed framework shall be designed post implementation of prepaid/ smart metering system
- iv.** The Agency shall ensure that the transaction details of payment collected through various channels (e.g. cash collection counters, online, e-mitra counters etc.) shall be shared between The Agency's server and AVVNL's server for the purpose of accounting on daily basis.
 - a. All revenue collected through online mode shall be deposited directly in AVVNL designated bank account. The Service Agency shall create a link on its portal which shall redirect the Consumer to the Payment gateway of AVVNL. The AVVNL shall update the bill payment information to the server of the Service Agency with respect to consumers who had paid their bills online.
 - b. All revenue collected at the Service Agency's cash collection counter shall be deposited in AVVNL designated bank account within maximum period of 2 (two) days of payment received from Consumers, however the payment status of Consumer shall be updated in The Agency's server and

AVVNL's server on daily basis.

- c. The Agency shall provide to Consumers electronically generated receipts instantly on their registered mobiles number and e-mails upon making payments to its cash collection centre, online payment gateway and any other mode as discussed herein above. No manual/ handwritten receipts shall be given to Consumers
- d. The Agency shall also carry out reconciliation of the collected revenue from Consumers at various channels (e.g. cash collection counters, online, e-mitra counters etc.) on daily basis and prepare a record of total amount collected from each Consumer against energy billed, arrears, security deposit, and taxes & duties etc. and submit update in its server and AVVNL server at end of each day.
- v. The Agency shall not be entitled to charge and retain any fee/ services charge/ revenue from Consumer in any circumstances for providing MBC Services. All revenue generated from the Consumers shall be deposited in AVVNL's designated bank account.
- vi. AVVNL, as per its rules and regulations, shall have right to charge the Consumer for the MBC Services provided by the Agency. The Agency on behalf of AVVNL shall collect such service charges/fee and deposit the amount in AVVNL's designated bank account within 2 (two) days of receiving of amount from the Consumer.

5.2.2.6. Disconnection/ Reconnection Orders

- i. Within 3 days of end of each billing cycle, the Agency shall submit the list of Consumers who has not paid their bills for necessary actions by AVVNL as per their rules.
- ii. The Agency shall be entitled to serve disconnection notices for defaulting Consumers for non-payment of bills after completing all procedural requirements of AVVNL in this respect.
- iii. The Agency shall keep intimating Consumer by SMS, phone calls, emails, visiting the Consumer premises to persuade them to pay pending amounts during notice period.
- iv. After expiry of the notice period, the Agency shall disconnect the supply of

Consumer premises in case payments are not made by such Consumer after completing all procedural requirements. Approval of AVVNL shall, however, be obtained before disconnecting the supply.

- v. In cases of disconnection, the Agency shall remove all metering equipment from the Consumer's premises and deposit them to the designated store, after the issuance of Meter Removal Order (MRO).
- vi. Agency shall reconnect the supply of Consumer in case it has paid after receiving all his dues and reconnection charges, until & unless specifically advised by AVVNL for not reconnecting the same.
- vii. Any request for connection, disconnection and reconnection should be informed to AVVNL and will be executed by the Agency as per prevailing norms until & unless specifically advised by AVVNL for not allowing the connection.
- viii. All data related to connection, disconnection, reconnection, temporary connection etc. shall be recorded and updated in Consumer database at the Agency's server and will be made available on AVVNL server on daily basis.

5.2.2.7. No Current Complains Redressal Services

- i. The Agency shall establish a mechanized system to provide a just and hassle free process for speedy rectification of "no current" complaints related to services lines, distribution transformers' fuse failure complaints.
- ii. The Agency shall be responsible for restoration of supply in case of supply related fault like blowing of HT fuse on DTR/ LT fuse/MCB prior to meter at Consumer premises or DT or due to loose connections at meter or service line at Consumer premises. The Agency shall obtain necessary work permit, clearances and shutdown from AVVNL for carrying out such supply related faults.
- iii. The Agency shall analyse the network conditions based on network data and provide recommendations for improvement like load balancing and phase balancing at DT etc.
- iv. The Agency shall operate a system for the speedy resolution of complaints in a manner that is fair and transparent towards the interests of the Consumer and AVVNL and conforms to all applicable regulatory guidelines, government orders & circulars, statutory provisions and safety measures.
- v. The Agency shall provide access to Consumers for tracking the status of their

complaints at its server through CCC portal, mobile applications, SMS etc.

- vi. The Agency shall make prior request to AVVNL for shut down/permit to work, whenever required.
- vii. The Agency shall generate a monthly summary of shut downs and submit the same to AVVNL.
- viii. Settlement of Complaints related to MBC Services

In case of billing disputes, the Agency shall speedily analyze the facts of the case and produce estimates for previous billing based on these facts and any Regulatory guidelines/ rules/ regulations/ orders covering such methods.

5.2.2.8. Add new Consumers and alter Connection Conditions for Existing Consumers

- i. The Agency shall be allowed to carry out works like issuance of new connections, increase/decrease load, shift connection, change name, address and category, etc. as per the Terms and Conditions for Supply of Electricity-2004 along with latest amendments and others rules, regulation and circulars issued by RERC from time to time after completing all procedural requirements until & unless specifically advised by AVVNL for not doing so.
- ii. The Agency shall accept applications for the above-mentioned services electronically through its IT-enabled system/ server that shall be capable of status tracking and accepting electronic payments. The applications can also be submitted at AVVNL office. Such application shall also be processed through the IT-enabled system/ server of The Agency.
- iii. The Agency shall process such applications as per the applicable rules & procedures of AVVNL. The Agency shall assess the technical feasibility of the application and submit its recommendation to AVVNL for connections wherever line / capacity augmentation is required. AVVNL shall strive to provide expeditious approvals to MBC Agency. Upon approval of application by AVVNL, the Agency shall provide the connection and other services as specified in the Scope of Work.
- iv. The Agency shall also update details of new Consumers and any change related to Consumer data in its IT-enabled server and AVVNL's server.
- v. The Agency shall ensure processing of such applications within the specified time

period as per applicable rules of AVVNL and Appropriate Commission.

5.2.2.9. Services to Identify and Reduce Revenue Loss from Meters

- i. The Agency shall collect billing, load survey & tamper data of all consumers.
- ii. The Agency shall operate an analytical system that operates on metering data collected from Consumer meters, DT meters, Network Meters to effectively identify Consumers who may indulge in theft of electricity.
- iii. The Agency shall design and operate a system for the identification of electricity theft from meters/DT/Network Node, based on which it can collect evidence of electricity theft. The Agency shall estimate the quantity of energy stolen/any audit observations/matters under dispute and shall inform to AVVNL for necessary action. The Agency shall help AVVNL to prepare assessment reports for theft cases based on meter data analysis at Consumer meter, DT meter, and Network Node meter.
- iv. The Agency shall provide two broad categories of service to AVVNL as under:
 - a. Reporting Service: Under this category, the Agency shall collect metering information from all Network Node, DT, and Consumer meters and process that information to produce periodic reports in the format as approved by AVVNL. The Agency shall make these reports accessible to authorized officers of AVVNL on its server and make available these reports on AVVNL's sever as well.
 - b. On demand Information Service: Under this category, The Agency shall provide the latest information about one or more Network Node, DT and Consumers meters as requested by AVVNL.

5.2.2.10. Vigilance Activities

- i. The Agency shall carry out vigilance activities partly/ fully, as may be delegated by AVVNL from time-to-time in conformity with the applicable laws & regulations as may be prevailing at a given point of time during the course of Contract Period.
- ii. For the activities which cannot be delegated by AVVNL the Agency shall actively provide all assistance to AVVNL in performing these activities effectively.

5.2.2.11. Support AVVNL for Efficient Operational Management of Network Assets

The Agency shall collect metering information from all Network Nodes, DTs, and Consumer premises and process such information to produce periodic reports pertaining to overloading, under loading, unbalancing, interruptions, reliability indices in the format approved by AVVNL for taking necessary decisions for efficient utilization and operational management of network assets.

5.2.2.12. Provide Node-wise Monthly Energy Accounting Reports to AVVNL

- i. The Agency shall analyse information received on meters on the network Nodes, DT and the information from its Consumer meters to produce a consistent and credible picture of the losses at each level in the form of Energy Audit Report.
- ii. Based on the above analytics and its own judgment, the Agency will prioritize and identify actionable items in each month.
- iii. The Agency shall provide consistent and credible trend reports for network-wise losses, DT wise losses and feeder wise losses
- iv. AVVNL shall support the Service Agency by providing the Single Line Diagram (SLD) of its distribution network, at the time of signing of the Agreement. Further, in case of any change/ augmentation made by AVVNL, the updated SLD shall be provided to the Agency for completing and updating consumer indexing.

5.2.2.13. Operate, Maintain & Update Consumer Database and Generate Periodic MIS/Commercial Reports

- i. The Agency shall record accurate and up to date information about all Consumers. All information related to consumers shall be suitably indexed for easy retrieval of information/ data.
- ii. The Agency shall record all the data related to Consumer transaction accurately. The information about all these transactions shall be available for last five financial years (prior to 2016-2017). Older information shall be stored month wise in data base and archived in such a manner that it can be retrieved when needed.
- iii. Provide web access to AVVNL for accessing Consumer and CCC database
- iv. Provide web access to Consumer for accessing its data on CCC portal

- v. Provide suitable data security mechanism for keeping Consumer data confidential and secured.
- vi. AVVNL may, from time to time, require information / reports on various transactions which were not envisaged at the time of entering the contract. AVVNL may request such information from the Agency at any time by way of a work ticket. If the report requires development of new forms / screen / report layouts, work ticket shall be accompanied by a change note. The Agency shall provide this requested information as per the schedule determined by the work ticket / change note procedures.

5.3. Activities Not Covered under the Scope of MBC Agency

Following activities/ project components shall not be covered under the Agency's scope (exclusions):

- 5.3.1 Cost of Procurement of HT, LT-CT & EHT Consumer service cable and jointing kits required for replacing the existing meters with new advanced metering system as per the Scope mentioned hereinabove
- 5.3.2 Any network augmentation like line extension / substation / Distribution Transformers (DTs) related work
- 5.3.3 Any civil work, if required, during installation of new advanced metering equipment
- 5.3.4 Validation of legacy data
- 5.3.5 Supply of power cables including jointing kits as required during installation of new advanced metering system at Network Nodes and DTs.
- 5.3.6 Renovation/augmentation of feeders, Distribution Transformers (DTs) /substations
- 5.3.7 Maintenance of feeders, Distribution Transformers (DTs) and sub-stations
- 5.3.8 Any disputes from incorrect readings from old meters before taking over of the Consumer's account by the Agency.
- 5.3.9 Any dispute prior to the Effective Date
- 5.3.10 Complaints relating to distribution network or any matter not related with MBC Services.
- 5.3.11 Complaints not attributable to MBC Services

- 5.3.12 All network enhancement related activities.
- 5.3.13 All preventive maintenance activity related to Network Nodes, Distribution Transformers (DTs) and electricity lines. All the activities like 33KV/ 11KV/ LT line maintenance and breakdown, 33/11KV substation and 11/0.4KV Distribution Transformer maintenance and breakdown.
- 5.3.14 Any field work pertaining to network viz. augmentation/reorientation / maintenance

5.4. Duties and Responsibilities of AVVNL

To enable the Agency to execute MBC Services effectively and efficiently as per the Scope mentioned hereinabove, AVVNL shall be responsible for the following activities for the entire term of Contract Period:

- i. AVVNL shall provide the database relating to existing Consumers, metering system and infrastructure at Network Nodes, Distribution Transformers (DTs) along with Single Line Diagram (SLD) of existing electricity distribution infrastructure and network in the Project Area showing specifications of all transformers and lines. AVVNL shall also provide revised Single Line Diagram (SLD) on every occasion due to any change in Network Nodes.
- ii. AVVNL shall examine the work ticket systems proposed by the Agency and inform its entire staff about the same. AVVNL, subject to availability, shall provide vacant office space to the Agency at its head office and other offices of the Project Area free of cost. The Agency shall equip with required furniture & fixtures at its own cost to set-up its office (also to the Office space provided by AVVNL in its premises, if any), Customer Care Centre (CCC), collection centers and store etc. Charges for electricity and other utilities shall be paid by Agency additionally as per actual. AVVNL's role in this respect shall be limited to provide vacant space only.
- iii. AVVNL shall provide all required support to the Agency for Vigilance Activities including Police Force, Protections etc.
- iv. AVVNL, at the request of the Agency, shall provide safe shutdown on any energized circuit to permit the Agency to carry out preventive maintenance any installation or replacement of meters etc.
- v. AVVNL shall support MBC Agency to adopt innovative practices to bring about

effectiveness and to achieve enhanced efficiency in the Services.

- vi. AVVNL shall provide the necessary support to MBC Agency for testing of meters and other equipment in their NABL accredited testing facilities at Bhilwara or any other location on payment of prescribed charges.

5.5. Safety Provisions

The Agency shall at its own expense, arrange for the safety of its personnel/ staff engaged in providing MBC services in Project Area as per applicable safety precautions and rules & regulations of concerned regulatory authority. The Agency shall indemnify AVVNL and its Consultants from all liabilities arising out of MBC Services as per the Scope of Services mentioned in this document.

5.6. Compliance of Rajasthan Guaranteed Delivery of Public Services Act, 2011 and Subsequent Rules

MBC Agency shall comply with Rajasthan Guaranteed Delivery of Public Services Act, 2011 and Rules made thereunder. Any penalty imposed on account of delayed services or non-performance of the services, for reasons attributable to MBC Agency, shall be payable by MBC Agency as per the provisions of this Act and Rules thereof.

5.7. HR Practices

The Agency shall ensure deployment of personnel with suitable qualifications and experience for discharging its obligations as per this Agreement. The Agency shall issue proper Identity Cards & adhere to the Dress Code (Uniform) for its staff deputed for metering, billing, collection and dealing no-current complaints for performing their official duties, in line with Prudent Utility Practices.

6. Treatment of Ongoing Contracts Related to MBC Services

- 6.1.1 For the activities –related to metering, billing and collections services outsourced by AVVNL to other agencies prior to the Effective Date, if the Agency does not agree to continue with such outsourced activities, AVVNL will cancel such outsourced agreements with the concerned agencies and termination cost; as

specified in the contract between AVVNL and concerned agencies; shall be borne by AVVNL.

- 6.1.2 MBC Agency can use the Customer Care Centre (CCC) of AVVNL up to seven (7) months from the Effective Date. For using this facility AVVNL shall not charge any rent from MBC Agency up to seven months. However, if the Agency wants to continue using the CCC of AVVNL after the seven months of the Effective Date till the time of establishment of its own CCC, the same shall be made available by AVVNL on payment of applicable charges.
- 6.1.3 Neither party shall undertake any obligation or liability under this Agreement if AVVNL fails to successfully handover the operation of MBC Service to the Agency.

7. Liabilities and Obligations

- 7.1 MBC Agency shall accept all liabilities and perform all obligations of AVVNL in the Service Area, in compliance with the Law, Regulations and Directives of RERC issued from time to time as if they were to apply to AVVNL and directives of AVVNL for compliance of laws, regulations and orders.
- 7.2 Neither party shall undertake any obligation or liability under this Agreement if AVVNL fails to successfully handover the operation of MBC Service to the Agency.

8. Payment of MBC Service Charges

8.1. MBC Charges

- 8.1.1. In lieu of providing MBC Services as outlined in the RFP document, the Service Agency shall be paid an absolute fixed amount (in Indian Rupees) per Consumer per month by AVVNL (the "MBC Charges") as quoted by the Selected Bidder in its Price Bid for the base year (year-1).
- 8.1.2. The MBC Charges shall be escalated by 5% (five percent) on year on year basis (annually) starting from the MBC Charges as quoted by the Selected Bidder in its Price Bid for the base year as per methodology and procedures given below:

Year	Price Revision Formula	Applicable Month
Year-1	P1 = Final MBC Charges for year 1 as per Work Order issued by AVVNL.	From 1 st Month starting from Effective Date to 12 th Month of Contract Agreement
Year-2	$P2 = P1 + 5\% \text{ of } P1$	From 13 th Month to 24 th Month of Contract Agreement
Year-3	$P3 = P2 + 5\% \text{ of } P2$	From 25 th Month to 36 th Month of Contract Agreement
Year-4	$P4 = P3 + 5\% \text{ of } P3$	From 37 th Month to 48 th Month of Contract Agreement
Year-5	$P5 = P4 + 5\% \text{ of } P4$	From 49 th Month to 60 th Month of Contract Agreement
Year-6	$P6 = P5 + 5\% \text{ of } P5$	From 61 th Month to 72 nd Month of Contract Agreement
Year-7	$P7 = P6 + 5\% \text{ of } P6$	From 73 th Month to 84 th Month of Contract Agreement
Year-8	$P8 = P7 + 5\% \text{ of } P7$	From 85 th Month to 96 th Month of Contract Agreement
Year-9	$P9 = P8 + 5\% \text{ of } P8$	From 97 th Month to 108 th Month of Contract Agreement
Year-10	$P5 = P4 + 5\% \text{ of } P9$	From 109 th Month to 120 th Month of Contract Agreement

8.2. Process of payment

- i. Service Agency, after completion of every month shall submit the monthly invoice for that month to the TA to SE (O&M) in triplicate.
- ii. The invoice shall be submitted by hand in three copies marked Original to Nodal office, AVVNL copy, and Service Agency copy.
- iii. The Nodal officer, AVVNL upon receipt of the complete invoice and accompanying documentation, shall verify the invoice within 7 (Seven) Working Days and send it to accounts for processing of payment.

- iv. The Service Agency shall enclose following documents with the monthly invoice:
- Details of the number of meters replaced dully verified by respective Executive Engineer of the Division.
 - Energy Audit Report (in the format mutually agreed between AVVNL & Service Agency)
 - Details of meter reading, bill generation, bill distribution, reconciliation statement of the revenue collected for that month.
 - Automated report for billing data integration with AVVNL IT/Billing System.
 - Reports for other activities (as per scope of work defined in the RFP) carried out by the Service Agency dully verified by the respective Executive Engineer of the Division.
 - Automated report for Customer Care Centre and Complaint redressal.
- v. The nodal officer shall verify the invoice within 7 (seven) working days of the receipt of the invoice and verify the number of consumers who have been served the energy bills. The total MBC fee shall be determination as product of quoted MBC fee per consumer per month and No. of consumers who have been served with energy bills in the particular calendar month.
- vi. 75% of the MBC Charges shall be released within 7 (seven) working days of receiving the verified invoice. Balance 25% amount shall be released within 15 (fifteen) days after necessary data integration and submission of reports mentioned in clause 8.2(iv) of this Agreement.
- vii. Based on verified Invoices, Payment shall be made by Circle Account Officer.
- viii. Payment of MBC Charges by AVVNL to Service Agency shall be subjected to Tax Deduct at Source (TDS) by AVVNL as per applicable rate.

8.3. Incentive & Penalty for AT&C Loss reduction

8.3.1. AVVNL and the Service Agency shall form a joint team to formulate a methodology to be adopted for calculation of AT&C losses in the Project Area.

8.3.2. On completion of the Project Implementation period, the joint team shall determine the AT&C losses for the past financial year and the cumulative collection efficiency for current financial year.

8.3.3. A tentative approach to determine AT&C loss % is given as under:

$$\text{AT\&C loss\%} = (1 - \text{Billing Efficiency} * \text{Collection Efficiency}) * 100\%$$

Where,

$$\text{Billing Efficiency} = \frac{\text{Energy Sold to 11 kV \& LT consumers/}}{\text{Energy Input at 11 kV}}$$

$$\text{Collection Efficiency} = \frac{\text{Revenue Collected/}}{\text{Amount Billed}}$$

8.3.4. The target of AT&C losses for the remaining period of the present financial year and next year shall be determined as per the given formulae:

$$\text{AT\&C loss\% target for next financial year (ATCny)} = \text{Max (ATCpy, ATCcy)}$$

Where,

$$\text{ATCpy} = \text{AT\&C loss\% for the past completed financial year}$$

$$\text{ATCcy} = \text{Cumulative AT\&C loss\% for the current financial year}$$

8.3.5. The incentive and penalty for increase/ decrease in the achieved AT&C loss% (ATCach) vis-à-vis AT&C loss% target, shall be determined on an annual basis as below:

$$\text{If ATCach} > \text{ATCny, Incentive} = \frac{[(\text{ATCach} - \text{ATCny}) / \text{ATCny}] * 100 * \text{monthly MBC charge} * 12}$$

$$\text{If ATCach} < \text{ATCny, Penalty} = \frac{[(\text{ATCny} - \text{ATCach}) / \text{ATCny}] * 100 * \text{monthly MBC charge} * 12}$$

The MBC charge shall be as per clause 8.1 of this DFA.

8.4. Indicative Service Level Requirements and Applicable Penalties

Service Agency shall be required to adhere following Indicative Service Level Requirements (SLRs) for providing MBC Services as mentioned in the Scope of Services. Non-Compliance of these SLRs on Service Agency's part shall attract the penalties as given below:

S. N.	Reference to	Parameter	Service Level Requirements (SLRs)		Commencement	Frequency	Penalty for failure to achieve stated SLRs
			Urban (U)	Rural (R)			
1	Average Billing on account of 'burnt /defective meters' and 'Reading Not Taken'	Consumers billed on average readings (excluding wilful vandalism or theft) because of Meter defects as % of total bills issues.	<=0.1 % per Month	<=0.1 % per Month	After Project implementation on period	Monthly	Rs. 50 per meter for each percent or part thereof above 0.1% and up to 0.25% and Rs. 100 per meter for each percent or part thereof above 0.25%
2	Read Meters of all Consumers, DTs & Network Nodes electronically	% of all HT meters read as per billing cycle:	99.50 %	99%	After completion of Project Implementation on Period	As per billing cycle	Rs. 5000 for every 1% or part thereof below 99.5 % (U)/ 99% (R) and up to 98.5% (U)/98% (R) and Rs. 10000 for every 1% percent or part thereof below 98.5%(U)/98% (R)
		% of LT-CT meters read as per billing cycle:	97%	95%	After completion of Project Implementation on Period	As per billing cycle	Rs. 5000 for every 1% or part thereof below 97 % (U)/ 95% (R) and up to 96%(U)/95% (R) and Rs. 10000 for every 1% or part thereof below 96%(U)/ 95% (R)
		% of three phase whole current meters as per billing cycle:	95%	90%	After completion of Project Implementation on Period	As per billing cycle	Rs. 5000 for every 1% or part thereof below 95 % (U)/ 90% (R) and up to 90%(U)/85% (R) and Rs. 10000 for every 1% or part thereof below 90% (U)/85% (R)
		% of Single Phase whole current meters as per billing cycle:	95%	85%	After completion of Project Implementation on Period	As per billing cycle	Rs. 5000 for every 1% or part thereof below 95 % (U)/ 85% (R) and up to 90%(U)/80% (R) and Rs. 10000 for every 1% or part thereof below 90%(U)/ 80% (R)
3	Generate and deliver periodic bills to Consumers	% of all HT meters as per billing cycle for which billing data is fed in AVVNL IT/ billing System	100%	100%	From Effective Date	As per billing cycle	Rs. 50000 for every 1% or part thereof below 100 % (U)/ 100% (R) and up to 99% (U)/99% (R) and Rs. 100000 for every 1% or part thereof below 99%(U)/99% (R)
		% of LT-CT as per billing cycle for which billing data is fed in AVVNL IT/Billing System	99.5%	98.5%	From Effective Date	As per billing cycle	Rs. 5000 for every 1%or part thereof below 99.5 % (U)/ 98.5% (R) and up to 98% (U)/95% (R) and Rs. 10000 for every 1%or part thereof below 98%(U)/95% (R)

S. N.	Reference to	Parameter	Service Level Requirements (SLRs)		Commencement	Frequency	Penalty for failure to achieve stated SLRs
			Urban (U)	Rural (R)			
		% of three phase whole current meters as per billing cycle for which billing data is fed in AVVNL IT/Billing System	99%	97%	From Effective Date	As per billing cycle	Rs. 5000 for every 1% or part thereof below 99% (U)/ 97% (R) and up to 98%(U)/95% (R) and Rs. 10000 for every 1% or part thereof below 98% (U)/95% (R)
		% of Single Phase whole current meters as per billing cycle for which billing data is fed in AVVNL IT/Billing System	99%	97%	From Effective Date	As per billing cycle	Rs. 5000 for every 1% or part thereof below 99% (U)/ 97% (R) and up to 98%(U)/95% (R) and Rs. 10000 for every 1% or part thereof below 98% (U)/95% (R)
4	Execute disconnection / reconnection orders	G1= No. of Days taken to execute disconnection (in payment related default) from end of notice period on payment default	G1 <=4 Days		From Effective Date	Monthly	Rs. 500 per consumer for every increase in one working day beyond service level
		G2= No. of Days taken to execute re-connection post-consumer qualifies for re-connection	G2 <=1 day		From Effective Date	Monthly	Rs. 500 per case for every increase in one working day beyond service level
		All operational management reports with recommendations.	By 15 th of every Month			Monthly	
5	Provide No Current Complaint redressal Service	I1=Time taken to close No current consumer complaints	I1<= 4 hours	I1<= 24 hours	From effective date	Monthly	1-Phase Consumers Rs.150 per case per Day 3-Phase Consumers INR250 per case per Day LTCT Consumers INR500 per case per Day HT Consumers INR1000 per case per Day
6	Add new Consumers and alter connection conditions for existing Consumers	J1= No. of Days to Connect new consumer to the distribution network measured from the date of application (where no network augmentation is required)	7 Days	7 Days	From effective date	Monthly	Rs. 1000 per case for every increase in one working day beyond service level

S. N.	Reference to	Parameter	Service Level Requirements (SLRs)		Commencement	Frequency	Penalty for failure to achieve stated SLRs
			Urban (U)	Rural (R)			
		J2= No. of Days to Connect new consumer to the distribution network measured from the completion of required augmentation works by AVVNL (Where Augmentation, extension of line etc. is required)	7 Days	7 Days	From effective date	Monthly	Rs. 1000 per case for every increase in one working day beyond service level
7	Alter connection condition	J3= No. of Days to alter connection condition from date of application	7 Days	10 Days	From effective date	Monthly	Rs. 500 per case for every increase in one working day beyond service level
		J4= No. of Days to alter connection condition from from the completion of required augmentation works by AVVNL(Where Augmentation, extension of line etc. is required)	7 Days	10 Days	From effective date	Monthly	Rs. 500 per case for every increase in one working day beyond service level
		M3= No. of days (from date of demand of report) taken to provide periodic report	M3 <= 1 day		Three Months from Effective Date	Monthly	Rs. 2000 for every increase in one working day beyond service level
		M4= (Number of completed information provided in on-demand report)/ (Total number of information required in on-demand report)* 100	M4 >= 95%		Three Months from Effective Date		Rs. 500 for each percent or part thereof below 97% and up to 90%and Rs. 1000for each percent or part thereof below 90%

8.4.1. These service level indicators are indicative and shall be mutually finalized after 6 (Six) months of operation of Service Agency.

8.4.2. In addition to SLAs mentioned in this Clause Service Agency shall also be required to adhere prevailing AVVNL's Terms and Conditions for Supply of Electricity and bear applicable penalties over and above penalties applicable for SLAs in this RFP document.

8.4.3. Any discount / rebate passed on to Consumers caused by any activity of Service Agency as mentioned in the Scope of work (Clause 5 of this Agreement) shall be

on account of the Service Agency. Penalty as per SLA finalized in conditions precedent shall be applicable over and above this Cost.

9. Force Majeure Events

A Force Majeure Event means any event or circumstance or a combination of events and circumstances (occurring in India) set out hereunder or consequence(s) thereof which affect or prevent the Party (AVVNL or the Agency) claiming Force Majeure (the "**Affected Party**") from performing its obligations, in whole or in part, under the Contract Agreement and which event or circumstances

- i. is beyond the reasonable control and not arising out of the fault of the Affected Party
- ii. the Affected Party has been unable to overcome such event or circumstance by exercise of reasonable efforts, skill and care or due diligence, and
- iii. has a material adverse effect on the Project.

9.1 Political Force Majeure Events/ AVVNL's Event of Default

- 9.1.1 Change in law
- 9.1.2 Expropriation or compulsory acquisition by AVVNL of the Project or by any competent authority
- 9.1.3 Any unlawful or unauthorized or without jurisdiction revocation of or refusal to renew or grant without valid cause any clearance required by the Agency or any of the Subcontractors to perform their respective obligations.
- 9.1.4 Non-payment of MBC Charges by AVVNL continuously for 3 (three) months for reasons not attributable to the Agency

9.2 Non-Political Force Majeure Events

- 9.2.1 Acts of God or natural disasters beyond the reasonable control of the Affected Party
- 9.2.2 Meteorites or objects falling from aircraft or other aerial devices, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at high speeds

- 9.2.3 Fire or explosion, chemical or radioactive contamination or ionising radiation
- 9.2.4 Strikes, lock-outs or other industrial action or labour disputes (excluding those by the Agency or its employees or agents, or Contractors or their employees or agents, in any such case employed on the implementation of the Project or the supply of goods or services to the Project) in so far as they have a material adverse effect on the implementation of the Project
- 9.2.5 Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, revolution, religious strife, bombs, sabotage, terrorism or threat of such acts or other similar events of a political or social nature
- 9.2.6 Political bandhs, transporters' agitation, merchant agitation, riots, civil disturbances of any kind including civil commotion and disturbances by local bodies or people at or around the Project Site that have a material adverse effect on the implementation of the Project
- 9.2.7 Any judgment or order of any court of competent jurisdiction or statutory body in India made against the Agency in any proceedings (which are non-collusive and duly prosecuted by the Agency) for reasons other than failure of the Agency or of any Person claiming through or under it to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of the Contract Agreement or exercise of any of its rights under the Contract Agreement by AVVNL
- 9.2.8 Any event or circumstances of a nature analogous to the foregoing

10. Performance Guarantee

- 10.1 As provisioned in the Clause 2.1.1 of this Agreement, MBC Agency shall furnish and maintain valid for the term of this Agreement, a performance guarantee to the satisfaction of AVVNL in the form of an irrevocable and unconditional Performance Guarantee in the form of Bank Guarantee from any nationalized bank or Scheduled Bank for an amount of Rs. 25.00 Crore (Rs Twenty Five Crore only). The Performance Guarantee shall be governed in the manner described in this Clause. The amount of Performance Security shall be increased by 8% (eight percent) annually on compounding basis.

- 10.2 The Performance Guarantee in lieu of Performance Guarantee shall be in the format prescribed by AVVNL valid for the entire term of the Agreement (i.e. for a period of ten (10) years) from the Effective Date and any further period as extended by AVVNL. The Performance Guarantee shall be
- 10.3 AVVNL shall have the right to invoke the Performance Guarantee in case of non-compliance to Standards of Performance by the Agency or for other defaults in view of various stipulations in this Agreement.
- 10.4 In case of non-performance by the Agency and/or non-adherence of the standards of performance by the Agency, any penalty levied by the RERC/Government/Court/ Judicial or quasi-judicial body/Any Administrative Authority on AVVNL the same shall be recoverable from the Agency against the Performance Guarantee on a back to back basis unless the Agency pays to AVVNL within a period of 14 days from the date of issue of notice in this regard asking the Agency to pay the penalty.
- 10.5 In the event the Performance Guarantee is invoked in part or full by AVVNL, MBC Agency shall, within two weeks of invocation of the Performance Guarantee by AVVNL, restore the same to the level prior to invocation or provide a fresh Performance Guarantee, as the case may be failing which AVVNL shall have the right to terminate this Agreement.

11. Indemnification

11.1. Indemnification by MBC Agency to AVVNL and its Consultants:

- 11.1.1.** MBC Agency during the term of this Agreement shall indemnify, defend and hold AVVNL, its officials, and consultants harmless against:
- i.** Any acts of omissions/commission of MBC Agency with regard to the services provided by AVVNL. In such an event, MBC Agency shall have no claim for compensation, incentive or any other claim against AVVNL except in the case where such loss is attributable to AVVNL.
 - ii.** Claims against AVVNL made by any third party for any act of commission or omission by MBC Agency. MBC Agency shall indemnify and hold AVVNL harmless and compensate all the losses so caused to AVVNL.

- iii. All monetary obligations or losses or implications arising out of such action of MBC Agency in the nature of costs, expenses or damages, AVVNL shall have no liability in respect of loss of profit, loss of income, loss of agreement or any other losses or damages suffered or arising out of or in connection with existence of any defects whether latent or apparent in electricity network and the obligation of MBC Agency to provide support services shall remain unaffected thereby.
- iv. Non-payment of all taxes, duties, and statutory / local levies by the Agency arising as a result of this Agreement, if any.
- v. Non-compliance of the Laws, regulations, orders and directives of RERC by MBC Agency pertaining to the Services under this Agreement.
- vi. Any penalty imposed on account of non-compliance as stated hereinabove.

11.1.2. This Indemnification shall survive the term of this Agreement.

11.2. Indemnification by AVVNL to MBC Agency:

11.2.1. AVVNL shall indemnify, defend and hold MBC Agency harmless against:

- i. Acts of commission or omission in the Service Area by AVVNL prior to the Effective Date.
- ii. Third party claims on account of AVVNL Distribution Assets including Metering, Billing and Collection system as on Effective Date, for a period of six months from the Effective Date provided MBC Agency has taken all reasonable care of such Assets. However such indemnity shall be limited only to legally established claims.

11.3. Procedure for Claiming Indemnity

11.3.1. Third Party Claims

- (a) Where either Party is entitled to indemnification from the other Party pursuant to clause 10.1 or clause 10.2, it shall promptly notify the other Party of such claim, proceeding, action or suit referred to in clause 10.1 or clause 10.2 in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim, proceeding, action or suit. The indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice.

Provided however that, if:

- (i) the Parties choose to contest, defend or litigate such claim, action, suit or proceedings in accordance with clause 10.3.1(c) below; and
 - (ii) the claim amount is not required to be paid/deposited to such third party pending the resolution of the dispute,
- (b) The indemnifying Party shall become liable to pay the claim amount to indemnified Party or to the third party, as the case may be, promptly following the resolution of the dispute, if such dispute is not settled in favour of the indemnifying Party.
- (c) The Indemnified Party may in consultation with the Indemnifying Party, contest, defend and litigate a claim, action, suit or proceeding for which it is entitled to be indemnified under clause 11.1 or clause 11.2 and the indemnifying Party shall reimburse to the indemnified Party all reasonable costs and expenses incurred in this respect. However, the indemnified Party shall not settle or compromise such claim, action, suit or proceedings without first getting the consent of the indemnifying Party, which consent shall not be unreasonably withheld or delayed.
- (d) The indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the indemnified Party, if it acknowledges its obligation to indemnify, gives prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost.

11.4. Indemnifiable Losses

Where either Party is entitled to Indemnifiable Losses from the indemnifying Party pursuant to clause 11.1 or clause 11.2, it shall promptly notify the indemnifying Party of the Indemnifiable Losses. The indemnifying Party shall pay the Indemnifiable Losses within (30) thirty days of receipt of the notice seeking Indemnifiable Losses by indemnified Party. It is expressly agreed herein that the Indemnifiable Losses of either Party shall be restricted to costs and expenses for all claims except for the Indemnifiable Losses for third party claims, wherein consequential damages shall also be included, if applicable.

12. Insurance:

- 12.1** MBC Agency at its own discretion shall insure the Assets created by it during the term of this Agreement in its own name.
- 12.2** MBC Agency shall also obtain and keep in effect all insurances required under the Laws of India.

13. Events of Default:

13.1. MBC Agency Event of Default

The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure event or a breach by AVVNL its substantial obligations under this Agreement, shall constitute a MBC Agency Event of Default:

13.1.1. Critical Event of Default

Following shall constitute Critical Events of Default of MBC Agency:

- (a)** Failure to deposit the entire revenue received from Consumers in AVVNL designated bank account within the specified time period as per the terms of Contract Agreement
- (b)** Failure to maintain Performance Guarantee as per the terms of Contract Agreement
- (c)** Failure to satisfy the Conditions Precedent for the reasons attributable to The Agency
- (d)** Failure to take over/ commencement of MBC services as per the terms of Contract Agreement
- (e)** Installation of meters/ meter ensembles and other hardware of specifications below/ sub-standard as approved by AVVNL
- (f)** Failure to abide by any law and regulation as may be applicable to the MBC Services
- (g)** Engagement in corrupt practice or/and fraudulent practice in executing the Contract Agreement
- (h)** Unlawful repudiation of the Contract Agreement or otherwise expression of an intention not to be bound by this Agreement

- (i) Any representation or warranty made by The Agency during the term of the Agreement found to be false or misleading at any stage of bidding, thereafter or during subsistence of the Contract Agreement
- (j) Indulge in any malpractice or corrupt practice or fraudulent practice(s)
- (k) Continuation of a Non-Critical Events of Default for a period of 60 (sixty) days shall be considered as Critical Event of Default
- (l) A resolution for winding up has been passed by the majority shareholders of the Agency
- (m) Abandonment of MBC Services for a continuous period of more than two (2) days

13.1.2. Non-critical Event of Default

Non-critical Event of Default by MBC Agency shall mean failure or refusal by MBC Agency to perform the following obligations under the Agreement:

- (a) Failure to submit periodic performance report as per the terms of the Contract Agreement
- (b) Inconsistencies, if observed by AVVNL during periodic/ unscheduled inspection.
- (c) Failure to comply with any other material terms and conditions, as applicable under this Agreement for a consecutive period of 30 (thirty) days
- (d) Persistent non-compliance of Standards of Performance laid down by RERC, AVVNL and other concerned statutory authorities for MBC services
- (e) Failure on account of the Agency to comply with all the relevant labour laws
- (f) Failure to comply with prudent utility practices as per terms of the Agreement and non-compliance of reasonable directives issued by Managing Director, AVVNL.
- (g) Failure to execute/ provide MBC Services other than those covered in Critical Event of Default.

13.2. AVVNL Event of Default

The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by MBC Agency of its substantial obligations under this Agreement, shall constitute a AVVNL Event of Default:

13.2.1. Critical Event of Default

AVVNL fails to pay professional fee to MBC Agency consecutively for two (2) months without any valid reason or without any deficiencies in the services provided by the Agency.

13.2.2. Non-Critical Event of Default

Breach of any other material terms and conditions, as applicable under this Agreement, for a consecutive period of thirty (30) days. If the default continues for a period of more than sixty (60) days, it shall become a Critical Event of Default.

14. Governing Law and Dispute Resolution

14.1. Governing Law

- 14.1.1 This Agreement has been executed and delivered in India and its interpretations, validity and performance shall be construed and enforced in accordance with the laws of India and also the laws applicable to the State of Rajasthan.
- 14.1.2 Any dispute arising out of compliance/non-compliance of this Agreement shall be exclusively under the jurisdiction of court at Ajmer.
- 14.1.3 Disputes between the Consumers in the Service Area and AVVNL shall be referred to the existing relevant Consumer Grievance Redressal Forums.

14.2. Amicable Settlement

- 14.2.1 Either Party shall be entitled to raise any dispute or differences of whatever nature arising under, out of or in connection with this Agreement including its existence or validity by giving a written notice to the other Party, which shall contain:
- (i) The details of the dispute;
 - (ii) The grounds for such dispute; and
 - (iii) All documentary evidence in support of its claim.
- 14.2.2 The other Party shall, within thirty (30) days of receipt of dispute notice issued under Clause 14.2.1, furnish:

- (i) Counter-claim and defences if any regarding the Dispute; and
- (ii) All documentary evidence in support of its defences and counter-claim.

14.2.3 Both the parties shall constitute a permanent dispute resolution body with two persons nominated by each Party. The disputes or differences arising under this Agreement shall be referred for resolution to this body, which shall communicate its decision within thirty (30) days.

14.2.4 In case of non-settlement of dispute by the permanent dispute resolution body, such dispute or differences shall be referred for decision to a body constituted by Managing Director, AVVNL and Head, MBC Agency which shall communicate its decision preferably within a period of fifteen (15) days.

14.2.5 Any dispute arising out of, in connection with or with respect to this Agreement, the subject matter hereof, the performance or non-performance of any obligation hereunder, which cannot be resolved by negotiation between the Parties and the Dispute Resolution procedure as stated in the foregoing Clauses, shall be initiated to be settled through arbitration at the request of either party upon written notice to that effect to the other party. The proceedings shall be conducted subject to the provisions of the Arbitration and Conciliation Act, 1996 (the Arbitration Act) by a panel consisting of three arbitrators.

14.2.6 While submitting the dispute or difference for arbitration in accordance with this Clause the Party so submitting shall, in its notice, specify the name of one arbitrator appointed by it. Within thirty (30) days of the receipt of notice, the other Party shall appoint an arbitrator. The third arbitrator (who will act as the Presiding Arbitrator) shall be nominated by the two arbitrators appointed as aforesaid or, failing such nomination within thirty (30) days of the appointment of the second arbitrator, shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.

14.2.7 The language of the arbitration shall be English. The venue of Arbitration shall be Ajmer City.

14.2.8 The arbitration award shall be in writing. The arbitrators shall also decide on the costs of the arbitration proceedings.

14.2.9 The Parties agree that the award of the arbitrators shall be final and binding upon the Parties.

14.2.10 Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Clause 14.2.3 shall survive the Termination of this Agreement.

14.2.11 Both the parties shall continue to perform their respective obligations during the conduct of the Dispute Settlement Procedure.

14.3. Disputed Payments

14.3.1 An invoice raised by the Agency in terms of Clause 7 can be disputed by AVVNL; however, AVVNL shall remit the payment under protest against the same to the Agency within the stipulated time. Cases of excessive/incorrect/misleading/false billing, if any, during the last three months shall be jointly identified by AVVNL and the Agency and shall be referred to the committee as envisaged under clause 14.2.3.

14.3.2 In case the dispute is resolved in favour of AVVNL, the Agency shall within seven (7) days of settlement of such dispute refund the excess amount along with interest @ 12% per annum for the period between the date of realization of such excess payment and the date of refund of the same by the Agency.

14.3.3 The information submitted by MBC Agency and forming the basis for the invoice can also be disputed by AVVNL.

14.3.4 In case the dispute is resolved in the favour of the Agency, AVVNL within seven (7) days of settlement of such dispute shall release the payment towards professional fee payable to the Agency, if not paid earlier, with interest @ 12% per annum from the date of such payment become due.

14.4. Severability

If any section, provision or Clause of this Agreement is held by a court of Competent jurisdiction to be invalid or unenforceable, or is pre-empted by central or state laws, regulations or regulatory agencies, the remainder of this Agreement shall not be affected, except as is otherwise provided in this Agreement. However if the implication of such a situation is significant, both the parties may mutually decide the future course of action.

15. Step In Rights of AVVNL

15.1. Step-in Rights in case of Event of Default after serving of Final Termination Notice

- a) AVVNL or its Designate(s) shall be entitled to immediately enter any and/or all of the Site(s) and operate the System.
- b) AVVNL shall have the right to invoke and forfeit the Performance Guarantee.
- c) MBC Agency shall transfer all the Fixed Assets brought in as a part of the Capital Expenditure in the Service Area in accordance with the clause 5.

15.2. Step-in Rights in the event of abandonment by MBC Agency

- a) In the event of abandonment by the Agency, AVVNL or its Designate(s) shall be entitled to immediately enter any and/or all of the Site(s) and operate the System at its own level or through other external agency as deemed appropriate by it.
- b) AVVNL shall issue a take-over notice to the Authorized Representative of the Agency and serving of such notice shall be treated as a deemed takeover of all operations by AVVNL.
- c) AVVNL shall have the right to forfeit and invoke the Performance Guarantee.
- d) All Current Assets of MBC Agency in the Service Area shall stand transferred to AVVNL.
- e) All Capital (Moveable and Immoveable) Assets of MBC Agency brought in the Service Area in accordance with clause 5 shall stand transferred to AVVNL.
- f) However, the liability of meeting the repayment obligations on account of financing arrangements for such assets shall lie with MBC Agency.
- g) The Lenders to the project shall be entitled to bring in an eligible operator in place of MBC Agency, subject to approval from AVVNL. Such eligible operator shall take over the Service Area with the same rights and obligations, applicable from Effective Date, as were vested with the original MBC Agency.

16. Termination of the Agreement

Termination procedure to be adopted by either Party shall comprise of the following:

- a)** Issue of Notice for Event of Default (Non-Critical as well as Critical) to the defaulting Party
- b)** Issue of Preliminary Notice of Termination in the event adequate measures are not taken by the defaulting Party to remedy/mitigate such default/s within the specified time frame despite the notice issued by the other Party as at (a) above. The notice period under Preliminary Notice of Termination shall be thirty (30) days
- c)** Final Notice of Termination shall be issued by the non-defaulting Party to the other Party in the event of unsatisfactory response or no response by the defaulting Party to the Preliminary Notice of Termination issued as per (b) above. On issue of such Final Notice, the Termination shall take effect.

16.1. On the occurrence of MBC Agency Non-Critical Event of Default

- a) On the occurrence of MBC Agency Non-Critical Event of Default, AVVNL shall issue a Non-Critical Event of Default Notice to MBC Agency.
- b) MBC Agency shall remedy/mitigate such Default within a period of 60 (sixty) days, which may be extended (at the discretion of AVVNL), from the date of issuance of Non-Critical Event of Default Notice.
- c) In case Non-Critical Event of Default is not remedied/mitigated within the time-period as specified hereinabove or the extended period, such Default shall be treated as Critical Event of Default for which a Notice to this effect shall be issued by AVVNL.

16.2. On the occurrence of MBC Agency Critical Event of Default

- a) On the occurrence of MBC Agency Critical Event of Default AVVNL shall issue a Critical Event of Default Notice to MBC Agency.
- b) MBC Agency shall remedy/mitigate Critical Events of Default as specified in sub-clauses 13.1.1 within a period of 60 (sixty) days, from the date of issuance of Critical Event of Default Notice. The period for remedy/mitigation specified in this sub-clause may be extended by AVVNL at its sole discretion.

- c) In case Critical Event of Default as specified in clause 13.1.1. is not remedied/mitigated within the time-period as specified above or within the extended period as the case may be, AVVNL shall issue a Preliminary Notice of Termination to MBC Agency elaborating the Critical Event of Default.
- d) If the Default is not cured within a period of 30 (thirty) days from the date of issue of the Preliminary Notice of Termination, this Agreement may be terminated after serving the Final Termination Notice to MBC Agency.
- e) Notwithstanding anything contained in sub-clauses above, in case of Critical Event of Default as specified in clause 13.1.1 AVVNL shall directly issue Final Notice of Termination to MBC Agency without issuing a Notice of Event of Default and Preliminary Notice of Termination.
- f) It is expressly agreed that both the parties shall continue to perform their respective obligations until the serving of Final Termination Notice, whereupon this Agreement shall terminate on date of such notice.

16.3. Termination Procedure for AVVNL Event of Default

- a) On the occurrence of Event of Default by AVVNL, MBC Agency shall issue an Event of Default notice to AVVNL.
- b) AVVNL shall eliminate/ mitigate consequences of such Event of Default within a period of thirty (30) days.
- c) In case AVVNL is unable to eliminate/ mitigate the consequences of Event of Default, a Preliminary Notice of Termination may be served by MBC Agency to AVVNL, elaborating the Event of Default by AVVNL.
- d) If the default is not cured within a period of thirty (30) days from the date of serving of Preliminary Termination Notice, this Agreement may be terminated by MBC Agency after serving the Final Termination Notice to AVVNL.
- e) It is expressly agreed that both the parties shall continue to perform their respective obligations until the serving of Final Termination Notice, whereupon this Agreement shall terminate on the date of such notice.
- f) AVVNL shall Step-in after receiving the Final Termination Notice. MBC Agency shall be obliged to extend transition assistance for a period of Sixty (60) days from the serving of such Final Termination Notice, failing which the costs and expenses incurred by AVVNL on the account of such assistance not being

provided by MBC Agency, shall be recovered from the Termination Payment admissible to MBC Agency.

16.4. Consequences of Termination

16.4.1. Consequences of Termination for MBC Agency Event of Default:

- a) Without prejudice to the other rights of AVVNL in case of Termination, MBC Agency shall pay all the dues payable to AVVNL, if any, on the date of Termination. MBC Agency shall make payments to other parties only after it has made all due payments to AVVNL.
- b) AVVNL shall have the right to invoke the Performance Guarantee.
- c) AVVNL unconditionally reserves the right to claim from MBC Agency any costs, expenses or loss that it may have incurred by reason of breach of failure on the part of MBC Agency to observe and perform any of the terms and conditions of the agreement.
- d) On Termination of this Agreement, however occasioned, MBC Agency shall forthwith deliver to AVVNL all papers including the forms used, partially used and unused receipt books, all promotional materials and documents which may have come into its possession or custody under the terms of this Agreement or otherwise.
- e) MBC Agency shall furnish a certificate of non-encumbrance to claim the amount due to him as per provisions of clause 5.2

16.4.2. Consequences of Termination for AVVNL Event of Default:

Without prejudice to the other rights of MBC Agency in case of Termination, AVVNL shall pay all the dues payable to MBC Agency on the date of Termination.

17. Termination Payments

In the event of termination of the Contract Agreement due to Force Majeure Event or an Event of Default by either of the Party (AVVNL or The Agency), AVVNL shall, upon handing over the MBC Services infrastructure created by the Agency to AVVNL or its nominated agency, pay to the Agency the following Termination Payments:

17.1. Termination Due to Non-Political Force Majeure Event

17.1.1 AVVNL shall release the Performance Security to the Agency after adjustment of amount payable to AVVNL, if any, as on the date of Termination

17.1.2 AVVNL shall pay to the Agency by way of Termination Payment an amount equal to 100% (one hundred percent) of the Depreciated Value of Capital Cost Component of MBC Charges at the Time of Termination.

17.2. Termination Due to the Agency's Event of Default

17.2.1 Before fulfilment of Conditions Subsequent as per Clause 2.2.1 and 2.2.2:

- AVVNL shall forfeit the Performance Security furnished by the Agency.

17.2.2 After fulfilment of Conditions Subsequent as per Clause 2.2.1 and 2.2.2:

- AVVNL shall forfeit the Performance Security furnished by the Agency.
- AVVNL shall pay to the Agency by way of Termination Payment an amount equal to 50% (fifty percent) of the Depreciated Value of Capital Cost Component of MBC Charges at the Time of Termination.

17.3. Termination Due to Political Force Majeure Event or AVVNL's Event of Default

17.3.1 AVVNL shall return the Performance Security to the Agency after adjustment of amount payable to AVVNL, if any, as on the date of Termination

17.3.2 AVVNL shall pay to the Agency by way of Termination Payment an amount equal to 120% (one hundred twenty percent) of the Depreciated Value of Capital Cost Component of MBC Charges at the Time of Termination.

Depreciated Value of Capital Cost Component of MBC Charges at the Time of Termination	=	Depreciated value @ 5.28% annually till the date of termination of 70% of MBC Charges quoted by The Agency in its Price Bid for year – 1	X	Number of Consumers in year – 1	X	120
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18. Handing over of MBC Services Infrastructure

The Agency, upon expiry of the Contract Period or prior termination, shall handover the entire infrastructure created (metering system, meters & associated equipment, hardware, software, database, records, MIS, documents, achieves, customer care centre's hardware, software and assets, etc.) to AVVNL free of cost.

19. Miscellaneous Provisions

- 19.1** AVVNL shall refrain from unreasonably interfering with MBC Agency in exercising of its rights or the performance of or compliance with its obligations under this Agreement.
- 19.2** AVVNL shall make all reasonable efforts to ensure that its staff (whether assigned to the Service Area or not) does not impede MBC Agency from exercising its rights or performing its obligations under this Agreement.
- 19.3** The Parties shall establish formal communication means for purposes of exercising their respective rights and performing or complying with their respective obligations under this Agreement. Each of the Parties shall designate an Officer-In-Charge who is duly authorized to act on behalf of the respective Parties, to liaise for purposes of and carry out Agreement Management pertaining to the management of all matters related to the compliance with the requirements of this Agreement. The Officer-In-Charge shall be of the rank of Superintending Engineer or above from AVVNL and a person of the rank of Senior Manager or above from MBC Agency.
- 19.4** Both the parties shall duly appoint their respective Agreement Representatives and the Disputes or differences arising out of the execution of this Agreement shall be dealt with by them. The Agreement Representative shall be of the rank of Director or above from AVVNL and a person of the rank of Executive Director or above from MBC Agency. To address any unforeseen situation in future, this Agreement \document can be modified / amended through mutual consent of both the Parties. On AVVNL side, any such proposed amendment shall be approved by AVVNL Board.

- 19.5** MBC Agency may consider the use of innovative operating systems and technical solutions for loss reduction, theft prevention, credit control, etc. If such a system is being implemented then MBC Agency will submit information about such plans, processes and procedures to AVVNL. All these systems must be in compliance with Regulatory and Licensing conditions. AVVNL, in consultation with MBC Agency may depute a reasonable number of its employees to be trained on such new systems and processes.
- 19.6** In the event MBC Agency undergoes merger/ acquisition/ amalgamation, it will duly seek approval from AVVNL for assignment of this agreement to the new entity. This would facilitate better coordination with the new entity.
- 19.7** The necessary approvals/consents under this agreement shall not be withheld or delayed unreasonably by any of the party. Any approval or consent given under this Agreement by either Party shall be valid only if given in writing.
- 19.8** The language of communication between two parties shall be English only.
- 19.9** MBC Agency shall not use AVVNL assets for any other purpose except for the purpose set-out in this Agreement.
- 19.10** AVVNL shall mark a copy of the Directives received by it under applicable laws, Regulations and Directives of RERC, which are not in the public domain.

20. General Provisions

20.1. Notices

Notices to be given under this Agreement shall be in writing and in the English language. All notices must be delivered personally, by registered or certified mail or by facsimile transmission on the address given below (To be filled up at the time of execution of the MBC Service Agreement):

For Ajmer Vidyut Vitran Nigam Ltd.

Officer-In-Charge:

Phone:

Fax:

E-Mail:

MBC Agency Representative:

Officer-In-Charge:

Phone:

Fax:

E-Mail:

For Disputes & their Resolution

For Ajmer Vidyut Vitran Nigam Ltd.

MBC Agency Representative:

Chairman/ Managing Director/ Member:

Executive Director (Operations)

Phone:

Phone:

Fax:

Fax:

E-Mail:

E-Mail:

20.2. Agreement Representative

All notices shall be effective: (i) if sent by facsimile transmission, when sent (on receipt of confirmation of the correct number or address); (ii) if sent by registered post or certified mail, within 5 days of dispatch; and (iii) if delivered personally, on receipt by intended recipient, provided that all notices given by facsimile transmission shall be confirmed by registered or certified mail. Each party shall forthwith notify the other party of any change in its address to which notices under this Agreement are to be delivered, mailed or facsimiled.

20.3. Amendment:

This Agreement may be amended only by written consent of the Parties hereto, duly executed by authorized representative of each of the Parties hereto.

20.4. Non-Waiver

The failure in any one or more instances of a Party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

20.5. Binding Effect

This Agreement and the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

20.6. Annexure attached hereto form part of the Agreement.

AVVNL and MBC Agency hereby represent and warranty that:

- (a) They are not prevented under the applicable Laws and Regulations to enter into this Agreement;
- (b) They have obtained the required authorizations/ permits to sign this Agreement.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of AVVNL

For and on behalf of MBC Agency

(Signature with Seal)

(Signature with Seal)

Name_____

Name_____

Designation_____

Designation_____

Witness:

Witness:

Signature_____

Signature_____

Name_____

Name_____

Designation_____

Designation_____

Forms for Submission of Bids

Tech Form - 1: Letter of the Bid

Ref.

Dated:

Addl. Chief Engineer (T&S – CSS)

Ajmer Vidyut Vitaran Nigam Limited (AVVNL)

Vidyut Bhawan, Panchsheel Nagar, Makarwali Road,

Ajmer – 305 004

Phone : 0145 – 2643528

Fax : 0145 – 2644502

E-mail : ceproject0145@gmail.com

**Sub:- RFP Metering, Billing, Collection and Associated Services (MBC Services) in
Bhilwara City of AVVNL**

Dear Sir,

Being duly authorized to represent and act on behalf of _____
(hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the
qualification requirements and information provided, the undersigned hereby expresses its
interest and apply for qualification for Metering, Billing, Collection and Associated Services (MBC
Services) in Bhilwara City of AVVNL(the "**Project**")

We are enclosing our Bid with the details as per the requirements of the RFP Document, for your
evaluation.

The undersigned hereby also declares that the statements made and the information provided in
the Bid are complete, true and correct in every detail.

We confirm that our Bid is valid for a period of 120 days from the due/last date of submission of
Bid (Bid Due Date) and our Technical Bid and Price Bid are unconditional. We also agree to
extend the Bid Validity Period by 60 days if requested by the AVVNL and to extend the validity of
Bid Security accordingly.

We hereby also confirm the following:

1. The Bid is being submitted by ----- (name of Single Entity
Bidder/Lead Member in case of Consortium) who is the Single Entity Bidder/ Lead
Member (in case of Consortium) comprising (mention the

names of the entities who are the Consortium Members), in accordance with the conditions stipulated in the RFP Document.

2. As the(name of the Single Entity Bidder/Lead Member in case of Consortium, we hereby confirm to abide by the roles and responsibilities assigned to us as per the Joint Bidding Agreement between the Consortium Members and as outlined in this RFP document.
3. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by Office of Addl. Chief Engineer (T&S – CSS),Ajmer Vidyut Vitaran Nigam Limited ("**AVVNL**")and in any subsequent communication sent by the AVVNL.
4. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the Project, including legal due diligence, Service Agency's obligation for MBC Services and on the basis of its independent satisfaction hereby agree to undertake the Project at our cost and expense in accordance with the terms and conditions of this RFP document.
5. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from AVVNL.
6. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
7. We agree to submit Bank Guarantee for a sum of *Rs. 25.00 Crores (Rs Twenty Five Crore Only)* as Performance Security on being identified as Selected Bidder as per terms and conditions of RFP Document.
8. In the event of our Bid being accepted, we agree to enter into the Contract Agreement the AVVNL for exclusive implementation, incorporating the conditions of the Bid including the Draft Contract Agreement thereto annexed and written acceptance thereof.
9. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Bid and as required to develop, operate and manage the Project in the event that we are finally selected.
10. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 120days from the last date of submission of Bid (Bid Due Date).

Thanking You,

Yours faithfully,

For and on behalf of : ----- (Name of the Single Entity Bidder/ Lead
Member in case of Consortium Bidder and the Company Seal)

Signature : ----- (Authorised Signatory)

Name of the Person : -----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

Tech Form - 2: Details of the Bidder

1	Name of Bidder	
2	Type of Bidder (Single Entity Bidder/ Consortium)	
3	Legal Status	
4	Date of Incorporation/Registration	
5	Address of Bidder	
6	Brief Description of Bidder's Organisation a) Ownership Structure b) Background of Promoters c) Management Structure	
7	Details of Individual(s) who shall serve as the point of contact/communication for the AVVNL	Name: Designation: Address: Telephone: Fax: E-mail:
8	Particulars of Authorised Signatory	Name: Designation: Address: Telephone: Fax: E-mail:

Note:

- a) In case of Consortium, the above Tech Form-2 shall be submitted by all the members of the Consortium Bidder
- b) Bidder/each member (in case of Consortium Bidder) shall submit:
 - (i) Copy of certification of Registration/ Incorporation in the support of its legal status duly certified by Authorised Signatory of the Bidder
 - (ii) Copy of the Memorandum of Association (MoA) and Article of Association (AoA) duly certified by Authorised Signatory of the Bidder

Tech Form - 3: Power of Attorney for Signing Authority

Know all men by these presents, We ----- (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), ----- who is presently employed with us, ----- (name of the Single Entity Bidder/Lead Member in case of Consortium) and holding the position of -----, as our true and lawful attorney (hereinafter referred as the "**Authorised Signatory**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **Metering, Billing, Collection and Associated Services (MBC Services) in Bhilwara City of AVVNL**(the "**Project**") issued by Addl. Chief Engineer (T&S – CSS), Ajmer Vidyut Vitaran Nigam Limited (the "**AVVNL**") including but not limited to signing and submission of all Bids, Bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/responses to the AVVNL, representing us in all matters before the AVVNL, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the AVVNL in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the AVVNL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Authorised Signatory pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, WE THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2016

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Authorised Signatory)

Notes:

- To be executed by the Single Entity Bidder/ Lead Member (in case of Consortium Bidder) as the case may be.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Tech Form - 4: Format for Board Resolution for Bidders (in case of Consortium)

(Format for Lead Member)

“RESOLVED THAT approval of Board be and is hereby granted to join Consortium with
----- (name and address of the
consortium members) for joint submission of bids for Metering, Billing, Collection and Associated
Services (MBC Services) in Bhilwara City of AVVNL(the **“Project”**)

“RESOLVED FURTHER THAT the **“Joint Bidding Agreement”** to be entered into with the
consortium members (a copy whereof duly initialized by the Chairman is tabled in the meeting)
be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. -----(name), ----- (designation) be
and is hereby authorized to enter into the Joint Bidding Agreement, on behalf of the company,
with the consortium members and to sign the bidding documents on behalf of the consortium for
submission of the bidding documents and execute a power of attorney in favour of the Company
as the Lead Member.”

(Format for Other Member)

“RESOLVED THAT approval of Board be and is hereby granted to join Consortium with
----- (name and address of the Lead
Member) for joint submission of Bid for Metering, Billing, Collection and Associated Services
(MBC Services) in Bhilwara City of AVVNL(the **“Project”**)

“RESOLVED FURTHER THAT the **“Joint Bidding Agreement”** to be entered into with the
consortium members (a copy whereof duly initialized by the Chairman is tabled in the meeting)
be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. -----(name), ----- (designation) be
and is hereby authorized to enter into the Joint Bidding Agreement with the consortium
members and execute a power of attorney in favour of the ----- as Lead Member”

Tech Form - 5: Format for Power of Attorney for Lead Member of Consortium

Whereas Addl. Chief Engineer (T&S – CSS), Ajmer Vidyut Vitaran Nigam Limited (the “**AVVNL**”) has invited Bids from interested parties for Metering, Billing, Collection and Associated Services (MBC Services) in Bhilwara City of AVVNL(the “**Project**”)

Whereas(name of lead member) and (name of other member) (Collectively the “**Consortium**”) being members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Whereas, it is necessary for the members of the consortium to designate one of them as the Lead Member with all necessary power and AVVNL to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS We, M/s (name of other member) having our registered office at (hereinafter referred to as the “Principal”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. (name of lead member) having its registered office at, being one of the member of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its proposal for the Project, including but not limited to signing and submission of all Bids, and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the AVVNL, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the AVVNL.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers

conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2016

For

(Authorised Signatory, name, designation and address of Other Member -1)

For

(Authorised Signatory, name, designation and address of Other Member -2)

(Notarized)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Tech Form - 6: Format for Joint Bidding Agreement In Case of Consortium

(to be executed on stamp paper of appropriate value)

This Joint Bidding Agreement entered into thisday of2016 at

Among

M/s (hereinafter referred to as ".....") and having registered office atas the Lead Member

And

M/s (hereinafter referred to as ".....") and having registered office at as the Other Member

The expressions of ----- (*name of lead member*)and ----- (*name of other member*) (which expression shall unless repugnant to the context or meaning thereof mean and indicate its successors and assignees) shall collectively be referred to as the **"Consortium"** and individually as the **"Member"**

Whereas the Addl. Chief Engineer (T&S – CSS), Ajmer Vidyut Vitaran Nigam Limited (AVVNL)(the **"AVVNL"**) has issued Request for Proposal (RFP) document for Metering, Billing, Collection and Associated Services (MBC Services) in Bhilwara City of AVVNL (hereinafter called the **"Project"**).

AND WHEREAS the Members have studied the RFP document and have agreed for formation of a Consortium for jointly bidding for the said Project (and for formation of SPV in case the project awarded) and have reached an understanding on the following points with respect to the Members' rights and obligations towards each other and their working relationship:

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE MEMBERS AGREED AND DECLARED AS FOLLOWS:

That the Members shall jointly submit the Bid for the said Project (and formation of SPV as a Company under Companies Act 2013 in case the project awarded) to execute and implement (in case project awarded) the same as per the terms & conditions, specifications and other obligations as per the Agreement with the AVVNL.

M/s ----- (*name of Lead Member*) shall be the Lead Member of the consortium for all intents and purpose and shall:

be authorized for all or any of the acts, deeds or things necessary or incidental for submission of the proposal, responding to queries and submission of information/ documents, execute and implement (in case the project awarded) the Project as per the terms & conditions, specifications

and other obligations as per the Agreement with the AVVNL with regard to the same on behalf of the consortium and represent the Consortium in its dealings with the AVVNL and receive instructions for and on behalf of any or all Members of Consortium.

In case the Project is awarded, all members of the consortium shall be jointly and severally liable for the execution and due performance of the contract in accordance with the terms and conditions of the contract.

All members of the consortium shall be bound by all acts, representations, deeds and things of the lead member with respect to their Bid.

ROLES AND RESPONSIBILITIES

Following distribution of responsibilities shall be followed in the event of the Consortium Bid is accepted by the AVVNL.

S. No.	Member	Role & Responsibility
1	Lead Member	
2	Other Member	

That, in case of successful bidding, M/s ----- (name of Lead Member), M/s ----- (name of Other Members----- (All the Members of the Consortium) shall carry out all responsibilities as Selected Bidder in terms of RFP.

In case the Project is awarded, the Selected Bidder acknowledges and commits that the Lead Member shall have majority equity shareholding/contribution in the capital of the Service Agency/ Special Purpose Vehicle (the "**SPV**") throughout the Contract Agreement

That this Joint Bidding Agreement shall remain valid for the period of validity of the offer submitted by the Consortium and in case successful, till signing of the detailed Consortium/ SPV Agreement for the due performance of the Contract Agreement for the said Project.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this Contract Agreement to be duly executed on the date and year above mentioned.

Signed by Authorised Signatory	Witness
Lead Member	1 2
Other Member	1

	2
--	---

Note:- All witnesses and sureties shall be person of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Bid documents shall be dated.

Tech Form - 7: Self Declaration – No Blacklisting

***(to be submitted by Single Entity Bidder/ Each Member in case of Consortium Bidder
on its Letter head)***

Addl. Chief Engineer (T&S – CSS)

Ajmer Vidyut Vitaran Nigam Limited (AVVNL)

Vidyut Bhawan, Panchsheel Nagar, Makarwali Road,

Ajmer – 305 004

Phone : 0145 – 2643528

Fax : 0145 – 2644502

E-mail : ceproject0145@gmail.com

In response to RFP for Metering, Billing, Collection and Associated Services (MBC Services) in Bhilwara City of AVVNL dated -----, as an Authorised Signatory of (name of Bidder), I hereby declare that presently the ----- (name of Bidder), at the time of bidding:

- a) competent to get into a contract as per the provisions of Indian Contract Act, 1872.
- b) possess the necessary professional, technical, financial and managerial resources and competence required by the RFP Document issued by Addl. Chief Engineer (T&S – CSS),Ajmer Vidyut Vitaran Nigam Limited(the "**AVVNL**").
- c) have fulfilled our obligation to pay such of the taxes payable to the Union and the State Government or any local AVVNL as specified in the RFP Document.
- d) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices and barred either indefinitely or for a particular period of time by any State/ Central Government/ Union Territory (UT)/ Public Sector Undertaking (PSU).
- e) is not barred under the Rajasthan Transparency Public Procurement (RTPP) Act, 2012 and Rajasthan Transparency Public Procurement (RTPP) Rules, 2013 from participating in Bidding Process and the bar subsists as on the date of submission of Bid.
- f) does not have any previous transgressions with any entity in India or any other country during the last 3 (three) years.
- g) does not have any debarment by any other procuring entity.

- h) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- i) does not have, and our directors/officers/office bearers (*wherever applicable*) not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of 3 (three) years preceding the commencement of the Bidding Process, or not have been otherwise disqualified pursuant to debarment proceedings.
- j) does not have a conflict of interest as mentioned in the RFP Document which materially affect the fair competition.
- k) will comply with the code of integrity as specified in the RFP Document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security maybe forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of : ----- (name of the Bidder)

Signature : ----- (Authorised Signatory)

Name of the Person : -----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

Tech Form - 8: Anti-Collusion Certificate

***(to be submitted by Single Entity Bidder/ Each Member in case of Consortium Bidder
on its Letter head)***

We hereby certify and confirm that in the preparation and submission of this Bid issued by Addl. Chief Engineer (T&S – CSS), Ajmer Vidyut Vitaran Nigam Limited (the “**AVVNL**”) for Metering, Billing, Collection and Associated Services (MBC Services) in Bhilwara City of AVVNL (the “**Project**”) we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor paid nor shall offer nor pay, directly or indirectly, any illegal gratifications, in cash or kind, to any person or agency in connection with the Bid.

Date this.....Day of2016

For and on behalf of : ----- (name of the Bidder)

Signature : ----- (Authorised Signatory)

Name of the Person : -----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

Tech Form - 9: Project Undertaking

(On the Letter Head of the Single Entity Bidder/Lead Member in case of Consortium)

Ref.

Dated:

Addl. Chief Engineer (T&S – CSS)

Ajmer Vidyut Vitaran Nigam Limited (AVVNL)

Vidyut Bhawan, Panchsheel Nagar, Makarwali Road,

Ajmer – 305 004

Phone : 0145 – 2643528

Fax : 0145 – 2644502

E-mail : ceproject0145@gmail.com

**Sub:- RFP for Metering, Billing, Collection and Associated Services (MBC Services) in
Bhilwara City of AVVNL**

We have read and understood the Request for Proposal (RFP) for Metering, Billing, Collection and Associated Services (MBC Services) in Bhilwara City of AVVNL(the "**Project**") issued by Addl. Chief Engineer (T&S – CSS), Ajmer Vidyut Vitaran Nigam Limited (the "**AVVNL**").

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the RFP document

For and on behalf of : ----- (name of the Bidder)

Signature : ----- (Authorised Signatory)

Name of the Person : -----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

Tech Form - 10: Financial Qualification

***(to be submitted by Single Entity Bidder/Lead Member in case of Consortium Bidder
on its Letter Head)***

Certificate of Annual Turnover

S. N.	Particulars	Annual Turnover (in Rupees)
1	FY 2015-16	
2	FY 2014-15	
3	FY 2013-14	
	Average	

Certificate of Gross Cash Accruals

S. N.	Particulars	Amount (Rupees)
1	FY 2015-16	
2	FY 2014-15	
3	FY 2013-14	

Gross Cash Accruals = Profile after Tax + Depreciation + Non-Cash Expenses

Note:-

- 1 The above Form shall also be filled and certified by the statutory auditor of Bidder.
- 2 Bidder shall also submit certified copy of audited annual report for the relevant financial year i.e. FY 2015-16, FY 2014-15, FY 2013-14.

Tech Form - 11: Technical Qualification

S. N.	Technical Qualification Criteria	Supports Documents to be Submitted by the Bidder
1	If Bidder is claiming Technical Qualification under Clause 2.2 (c) 1	Original certificate issued from the concerned authority of the utility/ board/ department certifying satisfactory performance of the Bidder as Distribution Franchisee in each of the last 3(three)consecutive years immediately preceding the Bid Due Date and mentioning the number of Consumers and type of services satisfactorily handled in each of the 3 (three) years.
OR		
2	If Bidder is claiming Technical Qualification under Clause 2.2 (c) 2	Copy of power transmission / electricity distribution license issued by Central/ State authority duly certified by Authorised Signatory of Bidder
OR		
3	If Bidder is claiming Technical Qualification under Clause 2.2 (c) 2	Original certificate issued from the concerned Distribution Licensee/ Distribution Franchisee certifying satisfactory performance of the Bidder in each of the last 3(three)consecutive years immediately preceding the Bid Due Date and mentioning the number of Consumers and type of services satisfactorily handled in each of the 3 (three) years.

**Tech Form - 11 A. Format of Certificate to be issued by Utility/ Board/ Department, if
Bidder is claiming Technical Qualification under Clause 2.2 (c) (1)**

Addl. Chief Engineer (T&S – CSS)

Ajmer Vidyut Vitaran Nigam Limited (AVVNL)

Vidyut Bhawan, Panchsheel Nagar, Makarwali Road,

Ajmer – 305 004

Phone : 0145 – 2643528

Fax : 0145 – 2644502

E-mail : ceproject0145@gmail.com

**Sub:- RFP for Metering, Billing, Collection and Associated Services (MBC Services) in
Bhilwara City**

This is to certify that M/s. <Insert name of Bidder> have the experience of satisfactorily handling/ providing services (meter reading, bill printing, bill distribution and revenue collection) in (name of project area when services has been provided) to the Consumer base as tabulated below:

Year	Number of Consumers Provided the above mentioned Services (in figure)
2015-16	
2014-15	
2013-14	

Name and Designation of Certificate Issuing Authority-----

Date: -----

**Tech Form - 11 B. Format of Certificate to be issued by Distribution Licensee/
Distribution Franchisee If Bidder is claiming Technical Qualification under Clause 2.2
(c) (3)**

Addl. Chief Engineer (T&S – CSS)

Ajmer Vidyut Vitaran Nigam Limited (AVVNL)

Vidyut Bhawan, Panchsheel Nagar, Makarwali Road,

Ajmer – 305 004

Phone : 0145 – 2643528

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**Sub: RFP for Appointment of Metering, Billing, Collection and Associated Services
(MBC Services) Agency in Bhilwara City of AVVNL**

This is to certify that M/s. <Insert name of Bidder> have the experience of satisfactorily handling/ providing services (meter reading, bill printing, bill distribution and revenue collection) in (name of project area when services has been provided) to the Consumer base as tabulated below:

Year	Number of Consumers Provided the above mentioned Services (in figure)
2015-16	
2014-15	
2013-14	

Name and Designation of Certificate Issuing Authority-----

Date: -----

Tech Form - 11 C. Letter of Authorisation from Affiliate(s) of Bidder whose financial capability has been used by the Bidder

[On the letter head of the Affiliate(s) whose financial capability has been used by Bidder]

(The letter of Authorisation to be submitted, along with the Technical Bid, shall be from each of the Affiliate(s), if any, the financial capability of which is desired to be considered for the purpose of meeting the financial Qualification Requirements)

Addl. Chief Engineer (T&S – CSS)

Ajmer Vidyut Vitaran Nigam Limited (AVVNL)

Vidyut Bhawan, Panchsheel Nagar, Makarwali Road,

Ajmer – 305 004

Phone : 0145 – 2643528

Fax : 0145 – 2644502

E-mail : ceproject0145@gmail.com

Sub: RFP for Appointment of Metering, Billing, Collection and Associated Services (MBC Services) Agency in Bhilwara City of AVVNL

We refer to the RFP dated..... issued by you for appointment of the MBC Agency for Bhilwara City. We confirm that M/s. <Insert name of Bidder> has been authorised by us to use financial capability for meeting the Qualification Requirements for the appointment of the MBC Agency for Bhilwara city.

We have carefully read and examined in detail the RFP, and confirm that , we hereby submit legally binding undertaking supported by a board resolution that all the equity investment obligations of M/s. <Insert name of Bidder>, shall be deemed to be our equity investment obligations and in the event of any default by M/s..... <Insert the name of the Bidder> the same shall be met by us.
.....

(Signature of the Authorised Signatory of the Affiliate (s) duly authorised by the Board of Directors/power of attorney)

Name:

Date:

Place:

Date:

Please also affix affiliate's Rubber stamp)

Note:

The Bidder shall also attach the Board resolution to be passed by the Affiliate(s) of the Bidder where credentials of such Affiliate(s) have been used to meet the financial capability prescribed in RFP document. The Bidder shall also attach the Board resolution/power of attorney to be passed by the affiliate(s) of the Bidder for the authorised signatory.

Tech Form - 12: Bid Security (Bank Guarantee)

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

This Deed of Guarantee is made on this _____ day of _____, 2016 at _____ by _____, a Bank within the meaning of the Reserve Bank of India Act, 1934 having its Registered Office at _____ and inter alia an operational branch office at _____, Ajmer (hereinafter referred to as **"the Bank"** or **"the Guarantor"**, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of **"Sr. Accounts Officer (EA & Cash), AVVNL"** payable at Ajmer."

WHEREAS, AVVNL undertaking the process of competitive bidding for selection of a Bidder for "Metering, Billing, Collection and Associated Services (MBC Services) in Bhilwara City of AVVNL" for which purpose AVVNL issued a Request for Proposal (**"RFP"**) document inviting Bids from the Bidders (**the "Project"**);

WHEREAS, [name of Bidder] (hereinafter called **"the Bidder"**) has been submitting its Bid dated [date] for the implementation of the Project (hereinafter called **"the Bid"**).

In the event of any breach or non-performance of the terms and conditions contained in the RFP document, including but not limited to the following:

- (1) if the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; or
- (2) if the Bidder withdraws/modifies/substitutes its Bid after Bid Due Date and during Bid Validity Period, including any period of extension thereof; or
- (3) in case of a Selected Bidder, if it fails to sign the Contract Agreement and/or furnish the required Performance Security to the AVVNL within the time specified herein and in the Letter of Award (LoA) or sign and return a duplicate copy of the LoA with its acknowledgement within 7 (seven) days of issue thereof; or
- (4) in case the Bid of the Bidder is determined as being non-responsive due to its being **"Conditional"** or **"Qualified"** or for any other reason, in the opinion of AVVNL; or
- (5) if the Bidder refuses to accept the correction of errors in its Bid; or
- (6) any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under the RFP Document.

The Guarantor absolutely, irrevocably and unconditionally guarantees and undertakes to pay to

AVVNL a sum of Indian Rupees (Rupees in words), without any protest or demur and upon receipt of first written demand from AVVNL. This Guarantee is independent of the terms and conditions of the RFP and shall not be affected in any manner by any amendments made to the RFP and no prior consent or notice to the Guarantor is needed for any amendment to the RFP.

This Guarantee shall remain in force up to 120 days from the Bid Due Date (inclusive of due date) and we confirm that the AVVNL shall be entitled to invoke this Bank Guarantee at-----Branch at Ajmer (give complete address of Ajmer Branch).

The jurisdiction in relation to this Guarantee shall be the Courts at Ajmer, Rajasthan and Laws in India shall be applicable. *(This Clause may be deleted if the Bank Guarantee is issued by Ajmer branch of the Bank).*

Notwithstanding anything contained herein above:-

- a) Our liability under this bank guarantee shall not exceed Rs (Rupees in words)
- b) This bank guarantee shall be valid up to.....
- c) We shall be liable to pay any amount under this bank guarantee or part thereof only if we receive (if you serve upon us) a written claim or demand under this guarantee at (Bank Address) within a period of 3 (three) months after the expiry of validity period, i.e. on or before (Date).

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this ____ day of _____ and year first herein above written.

Signed and delivered by the above named _____ Bank by its Authorized Signatory as authorized by

Board Resolution passed on ____/Power of Attorney dated [.....]

Authorized Signatory

Name :

Designation:

In the presence of:

1.

2

Financial Form - 1: Price Bid

Item description	Unit	Basic price (per unit)	Service Tax & other taxes (per unit)	Any other levies (per unit)	Unit price inclusive of Taxes and Duties
		Rs.	Rs.	Rs.	Rs.
Customer Engagement Services inclusive of all services as per Scope of Work	per Consumer / month				

NOTE:

- 1) Monthly billing cycle scattered throughout the calendar month shall be considered for payments for total number of consumers whose bill has been printed.
- 2) Metering Units will have the same meaning as that of Metering System but will also include communication equipment like modems, connectors, cables etc.
- 3) **Bids will be financially evaluated on the basis of Cost/consumer/month as quoted by bidder.

Signature.....

In the capacity of.....

Duly authorized to sign tender proposal for and on behalf of.....

Seal of the Company: -

Date.....

Place.....

Annexure-3 Format for Performance Bank Guarantee

Performa of Performance Bank Guarantee

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

Addl. Chief Engineer (T&S – CSS)

Ajmer Vidyut Vitaran Nigam Limited (AVVNL)

Vidyut Bhawan, Panchsheel Nagar, Makarwali Road,

Ajmer – 305 004

Phone : 0145 – 2643528

Fax : 0145 – 2644502

E-mail : ceproject0145@gmail.com

Ref.: (LOI No ----- Dated -----)

Date:

Bank Guarantee No.....

This deed of Guarantee is made this day of of the year between the Addl. Chief Engineer (T&S – CSS), Ajmer Vidyut Vitran Nigam Limited, Vidyut Bhawan, Panchsheel Nagar, Makarwali Road, **Ajmer** (Raj.) – 305 004 (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the one part and the..... (Name of issuing Bank), having its head office..... Hereinafter called "The Bank" (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the other part

1. In accordance with the Distribution Franchisee Agreement No. _____ between Ajmer Vidyut Vitaran Nigam Limited (hereinafter referred to as the "AVVNL") for the work of Metering, Billing, Collection and Associated Services (MBC Services) for Bhilwara City of Rajasthan, with M/s (Company Name)..... Address(hereinafter referred to as "MBC Agency"), a Bank Guarantee for a sum of Rs _____ valid for a period of _____ from.....,as required to be furnished by the Distribution Franchisee, we the(Name of the Bank).....(hereinafter referred to as "The Bank") do hereby unequivocally and unconditionally guarantee and undertake to pay during the above

said period, on written request by AVVNL, an amount not exceeding Rs. ----- Only to AVVNL without any reservation. The guarantee would remain valid up to 5.00 P.M. of (date) and if any further extension to this is required, the same will be extended as and when required by AVVNL.

2. We, the (Indicate the name of the Bank) do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from AVVNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by AVVNL by reason of any breach of any of the terms of conditions of the said MBC Service Agreement by the Agency. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We, the (Indicate the name of the Bank) undertake to pay to AVVNL any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding instituted/ pending before any court of tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.
4. We, the (Indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of days and it shall continue to be so enforceable till all the dues of AVVNL under or by virtue of the said MBC Service Agreement have been fully paid and its claims satisfied or discharges or till AVVNL certifies that the terms and conditions of the said MBC Service Agreement have been fully and properly carried out by the said MBC Service Agreement and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (Date 3 months after the expiry of Bank Guarantee) We shall be discharged from all liability under this guarantee thereafter.
5. We, the (Indicate the name of the Bank)

further agree with AVVNL that AVVNL shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said MBC Service Agreement or to extend time of performance by the said MBC Service Agreement from time to time or to postpone for any times or from time to time only of the powers exercisable by AVVNL against the MBC Service Agreement (MBC Agency) and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said MBC Agency or for any forbearance act or omission on the part of AVVNL or any indulgence by AVVNL to the said Agency or by any such matter or thing what-so-ever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

The decision of the Addl. Chief Engineer (T&S – CSS), AVVNL or any other officer exercising the power of the Addl. Chief Engineer (T&S – CSS), AVVNL shall be final in respect of this bank guarantee.

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

We, the (Indicate the name of the Bank) lastly undertake not to revoke this guarantee during its subsistence except with the previous consent of the Addl. Chief Engineer (T&S – CSS), AVVNL in writing.

Dated, the day of

Witness:

1.

2.

For

(Indicate name of Bank)