

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)

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DISCLAIMER

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

This RfP is not an agreement and is neither an offer nor invitation by 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. This RfP includes statements, which reflect various assumptions and assessments arrived at by 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 may not be appropriate for use by all persons, and it is not possible for AVVNL, its employees and consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfP. The assumptions, assessments, statements and information contained in the RfP 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 and obtain independent advice from appropriate sources.

Information provided in this RfP 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. AVVNL and its consultants accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

AVVNL, its employees and consultants 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 or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RfP and any assessment, assumption, statement or information contained therein or deemed to form part of this RfP or arising in any way for participation in this Bidding Process.

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.

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.

The issue of this RfP does not imply that AVVNL is bound to select a Bidder for the Project and 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 AVVNL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be borne by the Bidder and 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.

**Addl. Chief Engineer (T&S – CSS)
AVVNL, Ajmer**

Abbreviation & Definitions

Term	Definition
AoA	means Articles of Association
Appropriate Commission	means the Central Electricity Regulatory Commission referred to in sub-section (1) of section 76 or the State Electricity 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	means Aggregated Technical & Commercial Losses
AVVNL	means Ajmer Vidyut Vitaran Nigam Limited (AVVNL)
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
Bid Due Date	means the last date & time for submission of Bid as per Clause 1.4 of the RfP
Bid Security	shall have the meaning assigned thereto in Clause 1.3.5 of the RfP
Bid Validity Period	shall have the meaning assigned thereto in Clause 2.7 of the RfP
Bidder	shall have the meaning assigned thereto in Clause 1.3.1 of the RfP
Bidding Process	shall have the meaning assigned thereto in Clause 1.3.1 of the RfP
CCF	means Consumer Care Facilities
Conflict of Interest	shall have the meaning assigned thereto in Clause 6.2 of the RfP
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 the case may be, as defined in The Electricity Act, 2003
Distribution Franchisee or Franchisee	means persons authorised by a distribution licensee to distribute electricity on its behalf in a particular area within his area of supply as defined in The Electricity Act 2003

Term	Definition
Distribution Licensee or Licensee	means a licensee authorised to operate and maintain a distribution system for supplying electricity to the consumers in his area of supply, who has been granted a license under Section 14 of in The Electricity Act 2003
Distribution System	means the system of 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 2003
Effective Date	means the date of handing over of the business operations of Service Area by AVVNL to the Agency pursuant to this Agreement after the Conditions Precedents are satisfied
Entity	means a single company or a group of companies
Extended Bid Validity Period	shall have the meaning assigned thereto in Clause 2.7.2 (a) of the RfP
Financial Qualification Criteria	shall have the meaning assigned thereto in Clause 2.2. (b) of the RfP
FY	means Financial Year
GoR	means Government of Rajasthan
kV	means Kilo Volt
LoA	means Letter of Award (LoA)
Lowest Bidder	shall have the meaning assigned thereto in Clause 3.2.3 of the RfP
MBC Agency (or "Agency")	means the Special Purpose Vehicle (SPV) /company constituted by the Selected Bidder to undertake the MBC Service as per this RfP, also referred to as the "Agency"
MBC Fee	shall have the meaning assigned thereto in Clause 1.3.7 of the RfP
MBC Services	means Metering, Billing, Collection and Associated Services like installation of metering system, establishment of CCF and Billing & Analytics System, meter testing, meter reading, billing, revenue collection, disconnection, reconnection, adding new consumers, resolving no-current complaints, energy audit, etc. as elaborated in the Agreement
MBC Service Agreement (or "Agreement")	means the tri-partied agreement to be entered amongst AVVNL, the Agency (the SPV to be formulated by the Selected Bidder) and the Selected Bidder for implementation of the Project, also referred to as "Agreement"
MoA	means Memorandum of Association

Term	Definition
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 Service Area
O&M	means operation & maintenance
Project	shall have the meaning assigned thereto in Clause 1.2.1 of the RfP
Qualification Criteria	shall have the meaning assigned thereto in Clause 2.2 of the RfP
RERC	means Rajasthan Electricity Regulatory Commission
RfP	means this Request for Proposal (RfP)
RISL Processing Fee	shall have the meaning assigned thereto in Clause 1.3.4 of the RfP
RSEB	means erstwhile Rajasthan State Electricity Board
RTPPA	means Rajasthan Transparency in Public Procurement Act (RTPPA), 2012
RTPPR	means Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013
Selected Bidder	means the bidder/entity selected through transparent competitive bidding process pursuant to this RfP to undertake the implementation of the Project
Service Area	shall have the meaning assigned thereto in Clause 1.2.1 of the RfP
SPV	means the Special Purpose Vehicle (SPV) to be incorporated by the Selected Bidder
Technical Qualification Criteria	shall have the meaning assigned thereto in Clause 2.2 (c) of the RfP
Technically Qualified Bidder	shall have the meaning assigned thereto in Clause 1.3.6 of the RfP
Tender Fee	shall have the meaning assigned thereto in Clause 1.3.3 of the RfP
Unqualified Bidders	shall have the meaning assigned thereto in Clause 3.1.4 of the RfP

1. Introduction

1.1. Background

1.1.1. 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 quality services to its Consumers and reduce AT&C losses, intends to engage an agency to provide MBC Services.

1.1.3. 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 MBC services for a specified period as per the terms of this RfP and the MBC Service Agreement shall be signed between the Selected Bidder and AVVNL.

1.1.4. Details of the Service Area for the purpose of this RfP are given in Table 1 of Appendix to MBC Service Agreement (Annexure-1).

1.2. Broad Project Structure

Broad structure of the Project is outlined below:

1.2.1. AVVNL has decided to select an agency through a competitive bidding process and enter into a contract agreement (the **"MBC Service Agreement"** also referred as **"Agreement"**) with such selected agency (the **"MBC Agency"** also referred as **"Agency"**). MBC Agency shall be responsible for providing **MBC Services** for a period

of 10 (ten) years or as extended by AVVNL (the "**Contract Period**") in Bhilwara City of AVVNL (the "**Service Area**") as per terms of this RfP and the Agreement (hereinafter referred to as the "**Project**").

- 1.2.2. Detailed scope of MBC Services, which shall be provided by the Agency in the Service Area at its own cost & expenses for the entire Contract Period shall be as per the Activities of the Agency as per Clause 5 of the MBC Service Agreement attached at Annexure-1 of this RfP.

1.3. Brief Description of Bidding Process

- 1.3.1. 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 a 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.
- 1.3.3. The cost of RfP 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 2.4 of the RfP.
- 1.3.4. In terms of the RfP, 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 <http://eproc.rajasthan.gov.in> (the "**RISL Processing Fee**"). The RISL Processing Fee shall be remitted in the manner and form as prescribed in Clause 2.5 of the RfP.
- 1.3.5. In terms of the RfP, 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 2.6 of the RfP.
- 1.3.6. In the first part, the Technical Bids of the Bidders shall be opened on the date and time as specified in Clause 1.4 of the RfP. Bidders whose Bids are responsive and also meet the Qualification Criteria as specified in Clause 2.2 and other terms of this RfP shall be termed as "**Technically Qualified Bidders**". In the second part, the Price Bids of only the Technically Qualified Bidders shall be opened.
- 1.3.7. Price Bids are invited for the Project on the basis of an absolute fixed amount (in Rupees) per Consumer Billed per month, sought by a Bidder from AVVNL for implementation of the Project (the "**MBC Fee**") for the year-1. The MBC Fee shall be escalated by 5% (five percent) annually on compounding basis.

- 1.3.8. 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.
- 1.3.9. 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 any of its service providers shall not provide to any party, any such information with regard to the Project or Bidding Process, which may have the effect of restricting competition.
- 1.3.10. Notwithstanding anything contained in this RfP, the detailed terms specified in the Agreement shall have overriding effect; provided, however, that any condition or obligation imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 1.3.11. The statements and explanations contained in this RfP are intended to provide a proper understanding to the Bidders about the subject matter of this RfP and should not be construed or interpreted as limiting in any way or manner the scope of works and obligations of the Agency set forth in the Agreement or AVVNL's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RfP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the RfP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by AVVNL.
- 1.3.12. 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>
- 1.3.13. Bidders shall submit/upload their Technical Bid and Price Bid in separate files at <http://eproc.rajasthan.gov.in> as per the provisions of this RfP. The hard copy of the Technical Bid with requisite fee shall also be submitted.
- 1.3.14. 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 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 endeavour to adhere to the following schedule for Bidding:

S. No.	Event Description	Date
1	Issue of RfP (Start/End Date)	<p>Document can be downloaded from http://eproc.rajasthan.gov.in, www.avvnl.com</p> <p>Start Date : 01-June-2017, 10:00 AM</p> <p>End Date : 03-July-2017, up to 03:00 PM Only</p>
2	Date, Time & Place for Pre-bid Meeting	<p>Date : 12-June-2017, 03:00 PM</p> <p>Venue : Office of the Addl. Chief Engineer (T&S-CSS) Ajmer Vidyut Vitaran Nigam Limited (AVVNL) Vidyut Bhawan, Panchseel Nagar, Ajmer – 305 004</p>
3	Manner, Start/End Date for Submission of Online Bid ("Bid Due Date")	<p>Technical and Price Bids to be submitted online at the State e-Procurement Portal i.e. http://eproc.rajasthan.gov.in</p> <p>Start Date : 20-June-2017, 10:00 AM</p> <p>Bid Due Date : 03-July-2017, up to 03:00 PM Only</p>
4	Date, Time & Place for Submission Duly Signed Hardcopy of the Technical Bid, Supporting Document and Depositing Original EMD, Tender Document Fee and RISL Processing Fee	<p>Date : 3-July-2017, up to 05:00 PM</p> <p>Venue : Office of the Addl. Chief Engineer (T&S-CSS) Ajmer Vidyut Vitaran Nigam Limited (AVVNL) Vidyut Bhawan, Panchseel Nagar, Ajmer – 305 004</p>
5	Date, Time and Venue of Technical Bid Opening	<p>Date : 4-July-2017, 11:00 AM</p> <p>Venue : Office of the Addl. Chief Engineer (T&S-CSS) Ajmer Vidyut Vitaran Nigam Limited (AVVNL) Vidyut Bhawan, Panchseel Nagar, Ajmer – 305 004</p>
6	Date, Time and Venue of Price Bid Opening	Shall be intimated to the Technically Qualified Bidders at appropriate time
7	Issue of 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 receipt of LoA
9	Signing of Agreement	Within 30 (thirty) days of issuance of LoA

- 1.4.2. 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.
- 1.4.3. Further 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 and scope of work as given under Clause 5 of MBC Service Agreement (Annexure-1).

2.2. Qualification Criteria

Sub-Clause	Qualification Criteria	Supporting Documents Required
(a)	General Qualification Criteria	
1	Bidder shall be a Company incorporated under the Companies Act 1956/ 2013 with a formal intent to form a Special Purpose Vehicle (SPV) in case the Project is awarded.	<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 in favour of Authorised Signatory for signing of Bid in the format specified in Bid Forms (Tech Form-3).
(b)	Financial Qualification Criteria	
1	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.	<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-7)
2	Bidder shall not have negative gross cash accrual in any of the last 3 (three) consecutive financial years ending on March 31, 2016.	<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

Sub-Clause	Qualification Criteria	Supporting Documents Required
		<p>(Tech Form-7)</p> <ul style="list-style-type: none"> Copy of the audited annual reports of the relevant financial years duly certified by statutory auditor of the Bidder.
(c)	Technical Qualification Criteria	
1	Bidder shall be a Distribution Franchisee in India/ abroad for last 3 (three) consecutive years immediately preceding the Bid Due Date	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 preceding the Bid Due Date and mentioning the number of Consumers and type of services satisfactorily handled in each of the 3 (three) consecutive years immediately preceding the Bid Due Date as specified in Bid Forms (Tech Form-8 A)
OR		
2	Bidder shall have a power 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 last 3 (three) consecutive years immediately preceding the Bid Due Date	Copy of power distribution license issued by Central/ State authority duly certified by Authorised Signatory of Bidder. Bidder should also submit self-declaration on letter head signed by authorised signatory of the Bidder and Bidder's statutory auditor as specified in Bid Forms (Tech Form-8 B)
OR		
3	The Bidder shall be a meter manufacturer in India/ abroad having manufactured at least 1,00,000 (one lakh) electronic meters in last financial year	Original certificate issued from the concerned authority of the company/ board certifying the number of meters manufactured in the last financial year as specified in Bid Forms (Tech Form-8 C)

2.2.1. Bidder shall be required to form a Special Purpose Vehicle (SPV) as a Company incorporated under the Companies Act 2013, as a fully owned subsidiary, in which the Bidder shall at all times have 100% shareholding and control during the Contract Period, if Project is awarded to it. The Selected Bidder shall join execution of the Agreement and as parent company guarantor to ensure the performance of all the obligations by the SPV/ Agency and shall execute the Agreement for the limited purpose and as confirming Party.

2.2.2. Consortium bidding shall not be allowed.

- 2.2.3. Any entity which has been debarred by the (Central/ State Government, or any entity controlled by them) under any Central/ State Govt. Act/ Rule, shall not be considered as technically qualified for this Bid. Bidder shall submit self-declaration of no blacklisting in the format specified in **Bid Forms (Tech Form-4)**.
- 2.2.4. The Bidder, in the last 3 (three) years, should not have been imposed 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 the Bidder.
- 2.2.5. The 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.

2.3. General Conditions of Bid Evaluation Process

- 2.3.1. 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).
- 2.3.2. Failure by the Bidder(s) to provide all requisite information in the Bid or additional information required by 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.
- 2.3.3. AVVNL shall be fully entitled to disqualify any Bidder from the 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 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 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;

- 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.
- 2.3.4. AVVNL may require Technically Qualified Bidders to demonstrate meeting Qualification Criteria. AVVNL shall disqualify any Bidder that fails to demonstrate meeting the Qualification Criteria, if requested to do so. AVVNL shall promptly notify each Bidder requested to demonstrate meeting the Qualification Criteria.
- 2.3.5. In the event AVVNL disqualifies any Bidder under Clause 2.3.3 hereinabove, AVVNL may forfeit the Bid Security of such disqualified Bidder.
- 2.3.6. Any attempt or effort by a Bidder to influence the processing or evaluation of Bids or decision making process of AVVNL or any officer, agent or consultant 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 AVVNL at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regard.

2.4. Tender Fee

- 2.4.1. 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.
- 2.4.2. Scanned copy of Demand Draft for Tender Fee shall be uploaded on <http://eproc.rajasthan.gov.in> along with the Technical Bid.
- 2.4.3. Original Demand Draft for Tender Fee shall be submitted physically to AVVNL on date, time and venue as given in Schedule of Bidding Process at Clause 1.4 of the RfP.

2.5. RISL Processing Fee

- 2.5.1. 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**".
- 2.5.2. Scanned copy of Demand Draft for RISL Processing Fee shall be uploaded on <http://eproc.rajasthan.gov.in> along with the Technical Bid.
- 2.5.3. Original Demand Draft for RISL Processing Fee shall be submitted physically to AVVNL on date, time and venue as given in Schedule of Bidding Process at Clause 1.4 of the RfP.

2.6. Bid Security

- 2.6.1. 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-9)** which can be invoked by AVVNL at any of the issuing Bank's branch at Ajmer. The Bid shall be summarily rejected, if it is not accompanied by the Bid Security.
- 2.6.2. Any extension of the validity of the Bid Security {as may be mutually agreed between AVVNL and the Bidder(s) from time-to-time} shall be provided to 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.
- 2.6.3. Bid Security of Unqualified Bidder(s) shall be returned by AVVNL without any interest as promptly as possible after signing of Agreement by the Selected Bidder or when the Bidding Process is cancelled by AVVNL.
- 2.6.4. 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 LoA/ Agreement.
- 2.6.5. AVVNL shall reject all such Bids, which do not include the Bid Security as per the provisions of this Clause.
- 2.6.6. The Bid Security shall be forfeited by 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 incorporate the SPV in terms of LoA or the Selected Bidder and SPV formed by it fails to sign the Agreement as per the format given as Annexure-1 within 30 days of issuance of LoA or delays execution of the Agreement beyond 30 days of issuance of LoA by insisting for modifications, which have not been agreed during Bid clarification by way of amendment/ corrigendum/ addendum under Clause 2.15 of the RfP or fails to furnish the required Performance Security to AVVNL within the time specified

herein and in the LoA or fails to sign and return a duplicate copy of the LoA with its acknowledgement within 7 (seven) days of receipt thereof;

- d) in case the Bid of the Bidder is determined as being non-responsive due to its being "**Conditional**" 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.

2.6.7. 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 Agreement; or
- c) the cancellation/termination of Bidding Process for any reason whatsoever.

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

2.6.9. Submission of Bid Security:

- a) Scanned copy of Demand Draft/ Bank Guarantee for Bid Security shall be uploaded on <http://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 AVVNL on date, time and venue as given in Schedule of Bidding Process at Clause 1.4 of the RfP.

2.7. Bid Validity Period

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

2.7.2. 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, 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 2.6 of the RfP.

- c) Bidders who agree for Extended Bid Validity Period, their Bid Security shall be retained by AVVNL as per the provisions of Clause 2.6 of the RfP and the Bidders shall be required to extend the validity of Bid Security in conformity with Clause 2.6.2 of the RfP.
- 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 Agreement is signed.

2.8. Cost for preparation of Bids

- 2.8.1. 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.

2.9. Visit to the Service Area and Verification of Information

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

2.10. Acknowledgement by the Bidder

- 2.10.1. It shall be deemed that by submitting the Bid, the Bidder has:
 - a) made a complete and careful examination of the RfP;
 - b) received all relevant information requested from AVVNL;
 - c) accepted the risk of inadequacy, errors or mistake in the information provided in the RfP or furnished by or on behalf of AVVNL relating to any of the matters referred to in Clause 2.10.1(b) above; and
 - d) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.10.2. 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 or the Bidding Process, including any error or mistake therein or in any information or data given by AVVNL.

2.11. Right to Accept or Reject any or all Bids

- 2.11.1. Notwithstanding anything contained in this RfP, 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 AVVNL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.11.2. 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 AVVNL, the supplemental information sought by the Bidder for evaluation of the Bidder.
- 2.11.3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that any of the Qualification Criteria conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet selected as the Selected Bidder either by issue of LoA or entering into the Agreement; and if the Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained herein or in this RfP, be liable to be terminated, by communication in writing by AVVNL to the Bidder, without AVVNL being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which AVVNL may have under this RfP and the Agreement or under applicable law, as if this Clause is specifically incorporated in the Agreement and the Agreement shall be read and interpreted accordingly. In such case, AVVNL shall have right to forfeit the Bid Security/ or the Performance Security or any other sum of the Agency available with AVVNL.
- 2.11.4. AVVNL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RfP any time after the submission by the Bidder and till the subsistence of the Agreement. Any such verification or lack of such verification by AVVNL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of AVVNL.

2.12. Communication between the Bidders and AVVNL

- 2.12.1. All communications to AVVNL, in the context of this RfP 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

- 2.12.2. 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 AVVNL unless AVVNL is advised otherwise by the concerned prospective Bidder.
- 2.12.3. AVVNL shall not entertain or enter into any correspondence (written or oral) with the Bidders except where AVVNL seeks clarification from prospective Bidder or where a prospective Bidder seeks clarification from AVVNL in writing before submission of Bid, whereupon AVVNL may provide written clarifications.

B. RfP

2.13. Availability of RfP

- 2.13.1. The RfP (in PDF format) shall be available on <http://eproc.rajasthan.gov.in> and www.avvnl.com during the period mentioned in Schedule of Bidding Process at Clause 1.4 of the RfP.
- 2.13.2. Prospective Bidders can download the RfP from the above websites but shall be required to remit the Tender Fee in the manner and form as prescribed in Clause 2.4 of the RfP.

2.14. Clarifications to RfP

- 2.14.1. AVVNL shall endeavour to respond to the queries raised or clarification sought by the prospective Bidders. However, 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 AVVNL to respond to any query or to provide any clarification.
- 2.14.2. Verbal clarifications and information given by AVVNL or its employees or representative consultants shall not in any way or manner be binding on AVVNL.

2.15. Amendment/ Corrigendum/ Addendum in the RfP

- 2.15.1. At any time prior to the Bid Due Date, 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/extend Bid Due Date by issuing Amendment/ Corrigendum/ Addendum. Any modification of the RfP which may become necessary as a result of Pre-bid

Conference or otherwise shall be made by AVVNL exclusively through the issuance of Amendment/ Corrigendum/ Addendum and not through the Minutes of Pre-bid Conference.

- 2.15.2. Amendment/ Corrigendum/ Addendum shall be notified on <http://eproc.rajasthan.gov.in> and www.avvnl.com. Each such Amendment/Corrigendum/Addendum shall become part of the RfP, which should be signed by the Bidder and submitted along with the Bid.

C. Preparation & Submission of Bid

2.16. Language of the Bid

- 2.16.1. The Bid and related documents to the Bid and all correspondence exchanged between Bidder(s) and 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, English language translation shall prevail.

2.17. Format and Signing of the Bid

- 2.17.1. The Bidder shall provide all the information sought under this RfP.
- 2.17.2. Bidder shall submit its Bids in accordance with the provisions set forth in this RfP. In order to enable consistency among Bids and to facilitate smooth evaluation by AVVNL, some formats in which the Bidder shall provide information/data are given in this RfP. 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.
- 2.17.3. The Technical Bid shall be signed and stamped on each page initialled by a person duly authorized to sign on behalf of the Bidder holding Power of Attorney, as per the format 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.
- 2.17.4. The Price Bid shall be submitted in MS-Excel format as specified in **Bid Forms (FIN Form-1)**.
- 2.17.5. 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.

2.17.6. 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

2.17.7. Technical Bid (the "**Technical Bid**") shall consist of the following documents:

S. No.	Document Type	Document Format
1.	Letter of Submission 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-9 (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 bid	as per the format specified at Tech Form-3 (in PDF format)
9.	Self-Declaration – No Blacklisting	as per the format specified at Tech Form-4 (in PDF format)
10.	Anti-Collusion Certificate	as per the format specified at Tech Form-5 (in PDF format)
11.	Project Undertaking	as per the format specified at Tech Form-6 (in PDF format)
12.	Financial Qualification	as per the format specified at Tech Form-7 (in PDF format)
13.	Technical Qualification	as per the format specified at Tech Form-8 (in PDF format)

2.17.8. 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)

2.18. Submission of Bid

2.18.1. 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 and in the format and manner as detailed in Clause 2.18 herein.

2.18.2. Bid shall be uploaded online on <http://eproc.rajasthan.gov.in> only. Bidders must register on <http://eproc.rajasthan.gov.in> (Bidders who registered on <http://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.

2.18.3. 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.

2.18.4. Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement website for further details about the e-Tendering process.

2.18.5. 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

2.18.6. Bid (Technical Bid and Price Bid) uploaded on <http://eproc.rajasthan.gov.in> shall be digitally signed with DSC of the Authorised Signatory.

2.18.7. After uploading of Bid on <http://eproc.rajasthan.gov.in> the Bidders shall submit original Demand Draft/Bank Guarantee for RISL Processing Fee, Tender Fee, Bid Security and Technical Bid as per the date, time and venue mentioned in Schedule of Bidding Process

as given at Clause 1.4 of the RfP. Non-submission of the above shall lead to non-acceptance of the Bid submitted/ uploaded by the Bidder.

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

2.19.1. Bid should be uploaded on <http://eproc.rajasthan.gov.in> during the period given in Schedule of Bidding Process at Clause 1.4 of the RfP in the manner and form as detailed in the RfP. 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.

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

2.20. Withdrawal, Substitution and Modification of Bids

2.20.1. Bidders shall not be permitted to withdraw, substitute or modify their Bid after submission of the Bid on <http://eproc.rajasthan.gov.in>

2.21. Submission of hardcopy of the Bid

2.21.1. After uploading of Bid on <http://eproc.rajasthan.gov.in> the Bidders shall submit a filled and signed hardcopy of the RfP and Forms and Amendments/ Corrigendum/ Addendums/ Clarifications, if any, issued by AVVNL along with signed and stamped MBC Service Agreement, as per the date, time and venue mentioned in Clause 1.4 of this RfP otherwise bid would be considered non-responsive and would be liable for rejection.

2.21.2. The Bidder shall sign each and every page of the RfP including the Annexure i.e. MBC Service Agreement and Amendments/Corrigendum/Addendums/Clarifications issued by AVVNL, if any and shall submit on the date mentioned in the Clause 1.4 of this RfP.

D. Opening of Bids

2.22. Opening of Technical Bid

2.22.1. 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.

2.22.2. 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 of the RfP in the presence of the Bidders or their authorized representatives who choose to attend.

- 2.22.3. All the documents comprising of Technical Bid shall be downloaded from <http://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.
- 2.22.4. AVVNL shall conduct a preliminary scrutiny of the opened Technical Bids to assess the prima-facie responsiveness and ensure that the:
- (i) bid is valid for the period specified in the RfP
 - (ii) bid is unconditional and the Bidder has agreed to give the required Performance Security;
 - (iii) other conditions as specified in the RfP are fulfilled;
 - (iv) any other information which AVVNL may consider appropriate has been furnished by the Bidder.
- 2.22.5. 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, Bid Security and hard copy of Technical Bid.
- 2.22.6. Any information contained in the Bid shall not in any way be construed as binding on 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.
- 2.22.7. If any information furnished by the Bidder is found to be incomplete, or contained in format other than those specified herein, AVVNL may, in its sole discretion, extract the relevant information for evaluating the eligibility of the Bidder.
- 2.22.8. 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.
- 2.22.9. The Price Bid shall remain unopened and shall be opened later on a date, time and venue to be intimated to the Bidders who qualify in the evaluation of Technical Bids.

2.23. 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 consultant advising 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 AVVNL or as may be required by law or in connection with any legal process.

2.24. Tests of Responsiveness

2.24.1. Prior to evaluation of Bids, AVVNL shall determine whether each Bid is responsive to the requirements of the RfP. 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 2.19;
- c) it is signed and submitted in accordance with Clauses 2.17 and 2.18;
- 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;
- f) it contains information in the formats same as those specified in this RfP;
- g) it does not contain any condition; 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 AVVNL in respect of such Bid.

2.25. AVVNL's Right to Seek Clarifications

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

2.26. Opening of Price Bids

- 2.26.1. In the second part, the Price Bids of only Technically Qualified Bidders shall be opened on e-Procurement Portal. The qualified Bidders shall be informed about the date and time of opening of Price Bids.
- 2.26.2. The Price Bids of only Technically Qualified Bidders shall be downloaded from <http://eproc.rajasthan.gov.in> and opened in the presence of representatives of the Technically Qualified Bidders, who wish to attend.

2.27. Proprietary data

- 2.27.1. All documents and other information supplied by AVVNL or submitted by a Bidder to AVVNL shall remain or become the property of AVVNL.
- 2.27.2. 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. AVVNL will not return any Bid or any information provided therewith.

2.28. Correspondence with the Bidder

- 2.28.1. Save and except as provided in this RfP, 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. In the event that a Bidder claims credit for qualification under the Qualification Criteria, and such claim is determined by AVVNL as incorrect or erroneous, 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, AVVNL reserves the right to reject the Bid in accordance with provisions of Clause 2.11.2 and 2.11.3.
- 3.1.3. After the evaluation of the Technical Bids in first-part, Bidders who meet the Qualification Criteria set forth in Clause 2.2 shall be termed as **"Technically Qualified Bidders"**. AVVNL would announce the list of Technically Qualified Bidders, whose Price Bids will be opened in the second part.
- 3.1.4. Bidders who do not meet the Qualification Criteria set forth in Clause 2.2 shall be termed as **"Unqualified Bidders"**.

- 3.1.5. AVVNL shall upload the result of Technical Bid Evaluation on <http://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.
- 3.1.6. AVVNL shall also notify about the date, time and venue of opening of Price Bids on <http://eproc.rajasthan.gov.in> and www.avvnl.com also individually to each of the Technically Qualified Bidders.

3.2. Evaluation of Price Bids

- 3.2.1. In second part, 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.
 - b) The Bid that does not meet minimum acceptable standards of completeness, consistency and detail as required by RfP shall be rejected for non-responsiveness.
 - c) Conditional Bids are liable to be rejected.
- 3.2.2. Bidder(s) are required to quote an absolute fixed fee (in Rupees) sought from AVVNL for implementation of the Project on a per Consumer Billed per month basis ("**MBC Fee**") (**which includes all category consumers however the services towards DT and network nodes will be in built in above fees.**), up to 2 (two) digits only after decimal (for example Rs. 7.12) for the first year (year-1). Any number mentioned beyond the second digit after decimal shall not be of any consequence.
- 3.2.3. Bidder who has quoted lowest MBC Fee in its Price Bid shall be declared as the "**Lowest Bidder**".
- 3.2.4. In the event the MBC Fee of two or more Bidders are same and lowest (the "**Tie Bidders**"), AVVNL shall identify the Bidder, which has higher turnover as Lowest Bidder.
- 3.2.5. Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may 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 Agreement for any reason whatsoever. In the event that none of the other Bidders match the Bid of the Lowest Bidder, 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.
- 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**"), AVVNL shall follow the relevant provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and the Rajasthan Transparency in Public Procurement Rules, 2013.

- 3.2.7. 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, 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.
- 3.2.8. After acknowledgement of the LoA as aforesaid by the Lowest Bidder, the SPV formed by the Selected Bidder and the Selected Bidder (as guarantor for performance of the obligations of the SPV/ Agency) shall execute the Agreement within 30 (thirty) days of issue of LoA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.
- 3.2.9. In case, the Agreement is not executed within 30 (thirty) days of issue of LoA, for reasons attributable to the Lowest Bidder, AVVNL reserves the right to cancel the LoA and appropriate/ forfeit the Bid Security.

4. Others

4.1. Performance Security

- 4.1.1. For securing the due and timely performance of its obligations under the Agreement, the Agency shall furnish to AVVNL, within 15 (fifteen) days of acceptance of LoA by the Selected Bidder, a Bank Guarantee of Rs. 15 Crore (Rupees Fifteen Crores Only) from a Nationalised or Scheduled Bank, in favour of **"Addl. Chief Engineer (T&S – CSS)"** payable at Ajmer, having an initial validity period of 1 (one) year, from the date of execution of the Agreement (the **"Performance Security"**) as per the format specified in the Agreement (Annexure-2).

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, AVVNL may reject a Bid without being liable in any manner whatsoever to the Bid if it determines that the Bidder 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 AVVNL under Clause 5.1.1 hereinabove, if a Bidder is found by 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 AVVNL during a period of 2 (two) years from the date, such Bidder is found by 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 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 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 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 Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical advisor of 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 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 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 undertakes to indemnify AVVNL, its employees, agents and Consultants, 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. No personnel of AVVNL shall be in a situation of conflict of interest with the Bidder. 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, the 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 AVVNL, employment after retirement from AVVNL's service or the receipt of a gift that may place 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 the Bidding Process if, including but not limited to:-

- a) they have controlling partners in common having more than 51% share in both Bidders;
- 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 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, the Agreement, 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, the Bid(s) or their supporting/ related documents/ information or to justify the evaluation process, or selection of the Selected Bidder.
- 6.4.3. In the event of conflicts of any sort among the RfP and the Agreement, the documents shall be given the priority in the following order:
- (i) Amendment to Agreement (if any)
 - (ii) Agreement
 - (iii) Amendment to RfP (if any)
 - (iv) RfP
- 6.4.4. AVVNL reserves the right to use and interpret the Bid documents, data etc. it receives from the Bidder(s) in its absolute discretion.
- 6.4.5. 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 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 authority shall be the Chairman, AVVNL while the second Appellate authority shall be the Board of Directors of AVVNL.

7. Scope of MBC Services

- 7.1. The Agency shall undertake the services as per the provisions of the MBC Service Agreement (attached at Annexure-1 of this RfP) to be signed between AVVNL, the Agency and the Selected Bidder.
- 7.2. It is specified that the detailed approach to complete all activities as covered under the Scope of Work, shall be formulated mutually by the Agency and AVVNL, after the signing of Agreement.

Forms for Submission of Bids

Tech Form - 1: Letter of Submission of the Bid

(on the letter head of the Bidder)

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**

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, 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 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 Bidder) in accordance with the conditions stipulated in the RfP.
2. As the(name of the Bidder), we hereby confirm to abide by the roles and responsibilities assigned to us.
3. We have examined in detail and have understood the terms and conditions stipulated in the RfP issued by Office of Addl. Chief Engineer (T&S – CSS), Ajmer Vidyut Vitaran Nigam Limited ("**AVVNL**") and in any subsequent communication sent by AVVNL.

4. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the Project, including legal due diligence, 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.
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. 15.00 Crores (Rs Fifteen Crore Only) as Performance Security on being identified as Selected Bidder as per terms and conditions of RfP.
8. In the event of our Bid being accepted, we agree to form an SPV to enter into the Agreement with AVVNL for exclusive implementation, incorporating the conditions of the Bid including the 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 120 days from the last date of submission of Bid (Bid Due Date).

Thanking You,

Yours faithfully,

For and on behalf of : ----- (Name of the 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

(on the letter head of the Bidder)

1	Name of Bidder	
2	Nature of business of Bidder	
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 AVVNL	Name: Designation: Address: Telephone: Fax: E-mail:
8	Particulars of Authorised Signatory	Name: Designation: Address: Telephone: Fax: E-mail:

Note: Bidder shall submit the following:

- (i) Copy of certification of Registration/ Incorporation in 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
(on Non Judicial Stamp Paper of Rs 100)

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 Bidder) 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 Bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to AVVNL, representing us in all matters before AVVNL, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with 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 Agreement with 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, 2017

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 Bidder.
- 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: Self Declaration – No Blacklisting

(on the letter head of the Bidder)

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

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 enter 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 issued by Addl. Chief Engineer (T&S – CSS), Ajmer Vidyut Vitaran Nigam Limited (the "AVVNL").
- c) have fulfilled our obligation to pay such taxes which are payable to the Union and the State Government or any local body as specified in the RfP.
- 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 which materially affect the fair competition.
- k) will comply with the code of integrity as specified in the RfP.

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 bid security may be 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 - 5: Anti-Collusion Certificate

(on the letter head of the Bidder)

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 of2017

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 - 6: Project Undertaking
(on the letter head of the Bidder)

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 unconditional in all respects and we agree to the terms of the RfP

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 - 7: Financial Qualification

(On the Letterhead of the Bidder)

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)

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

Signature : ----- (Authorised Signatory)

Name of the Person : -----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

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 years i.e. FY 2015-16, FY 2014-15, FY 2013-14.

**Tech Form – 8 A. Format of Certificate to be issued by Utility/ Board/ Department, if Bidder is claiming Technical Qualification under Clause 2.2 (c) (1)
(on Utility/ Board/ Department Letterhead)**

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

This is to certify that M/s. <Insert name of Bidder> have the experience of satisfactorily handling/ providing <insert name of service rendered: meter installation/ meter reading/ bill printing/ bill distribution/ revenue collection> services as a Distribution Franchisee in (name of area when services have been provided) to the Consumer base as tabulated below:

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

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

Date: -----

Place: -----

Seal of the Bidder : -----

**Tech Form – 8 B. Format of Self Certificate to be given by Bidder, if Bidder is claiming
Technical Qualification under Clause 2.2 (c) (2)
(On the Letterhead of the Bidder)**

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> is serving as a Distribution Licensee since (date) in (name of licensee area) and had a Consumer base as tabulated below:

Year	Number of Consumers (in figure)
2015-16	
2014-15	
2013-14	

Bidder should also submit a copy of power distribution license issued by Central/ State authority duly certified by its Authorised Signatory.

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 C. Format of Certificate to be issued by Bidder, if Bidder is a Meter
Manufacturer as per Technical Qualification under Clause 2.2 (c) (3)**

(On the Letterhead of the Bidder as well as on the Letterhead of Statutory Auditor of the Bidder)

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> is a meter manufacturer since
..... [year] having its manufacturing facility at _____ [location] having annual
manufacturing capacity of [no. of meters].

Further this to certify that the number of meters manufactured in the above facility in the last
financial year i.e. FY 2015-16 were _____ [numbers of meters] (_____)
[numbers of meters in words] of _____ type

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

Signature : ----- (Authorised Signatory)

Name of the Person : -----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

Note: The above Form shall also be filled and certified by the statutory auditor of the Bidder on
their letterhead separately.

Tech Form - 9: 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 _____, 2017 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**") 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, 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 Agreement and/or furnish the required Performance Security to AVVNL within the time specified herein and in the LoA or sign and return a duplicate copy of the LoA with its acknowledgement within 7 (seven) days of receipt thereof; or
- (4) in case the Bid of the Bidder is determined as being non-responsive due to its being "**Conditional**" 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.

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 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

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.....(date).
- 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 2017.

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 (Rs.)
MBC Fee for Year – 1	per Consumer Billed / Month	

NOTE:

- 1. MBC Fee shall be exclusive of service tax/GST and cess thereon. Applicable service tax/GST and cess thereon shall be payable by AVVNL over and above the MBC Fee as per prevailing rates from time to time.**
- 2. Bids will be financially evaluated on the basis of MBC Fee/Consumer Billed/Month as quoted by the bidder.**

Signature.....

In the capacity of.....

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

Seal of the Company:

Date.....

Place.....

Annexure-1 Draft MBC Service Agreement

Draft MBC Service Agreement

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 is made at Ajmer on this _____ day of _____, 2017
("Agreement").

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
(Rajasthan)- 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 the "Agency", a wholly
owned subsidiary of the Selected Bidder (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 "Selected Bidder"
(which expression unless repugnant to the context or meaning thereof shall include its
successors and permitted assigns), who will, as Selected Bidder and parent company of the

Agency (SPV), be the parent company guarantor to ensure that the Agency performs all its obligations and liabilities under the Agreement and also as confirming party 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 South and 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. _____ (name of Selected Bidder) through the competitive bidding process;
- D. AVVNL issued a Letter of Award No. _____ dated _____ to the said Selected Bidder and the same had been accepted by the Selected Bidder. Pursuant to the terms of the Request for Proposal Tender No. _____ issued by AVVNL ("RFP") and this Agreement, M/s. _____ (name of SPV) has been incorporated by the Selected Bidder to discharge the functions of MBC Agency as the special purpose vehicle (the "Agency");
- E. The Selected Bidder being the parent company of the Agency, has agreed to maintain 100% shareholding in the Agency and guarantees to AVVNL to ensure that the Agency shall perform all its obligations and liabilities under the Agreement. The Selected Bidder is joined as a confirming party to this Agreement for this limited purpose only;
- F. 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 Agreement; and
- G. The Parties are fully aware that this Agreement provides for Metering, Billing, Collection and Associated Services (MBC Services) within the Service Area through the 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:

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1. Definitions and Interpretation

1.1. Definitions

In this Agreement, unless the context otherwise requires,

Term	Definition
AMR	means Automatic Meter Reading
AT&C	means Aggregated Technical & Commercial Losses
AVVNL Distribution Assets	shall mean the assets created and deployed by AVVNL in the Service Area, including 33 kV feeders & lines, 11 kV feeders, lines & cables, 33/11 kV substations, Distribution Transformer, control rooms, 11/0.4 kV Sub-stations, LT overhead lines, LV underground cables, electrical plant, control switch gear, meters having design voltage of 33 kV and below, aerial bunched cable, service lines and other similar assets
Base Year	shall mean the Financial Year 2015-16
Billing System	shall mean the IT enabled integrated system which comprises of server, computers, printers, interfacing equipment, necessary software and hardware for the purpose of integrating consumer database & meter reading data, bill generation, bill printing, point of sale swipe machines, online payments, generation of payment receipts, etc.
Capital Expenditure	shall mean the amount to be invested by Agency in the Service Area for the purpose as given in the Clause 5.1
CCC	means the Consumer Care Center
CCF	means Consumer Care Facilities
CICs	means Consumer Interface Centers
CMRI	means Common Meter Reading Instrument
Collection Efficiency	shall mean the ratio of revenue 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 specified period
Complaint	shall mean any written/telephonic/electronic correspondence by a Consumer expressing dissatisfaction with the products/ level of service provided by the Agency
Conditions Precedent	shall mean the conditions set out in Clause 2.1 thereof to be satisfied by the Agency after signing of the Agreement but prior to the Effective Date

Term	Definition
Consumer	shall mean any consumer in the Service Area, irrespective of voltage level at which electricity is supplied to him/her, and as defined under the Electricity Act, 2003
Consumers Billed	shall mean the number of Consumers whose meters have been read and bills have been delivered
Contract Period	shall be defined as per Clause 3.1 of the Agreement
Damages	shall mean the amount payable by Agency to AVVNL in case of Event of Defaults and non-performance of its obligations by the Agency as set forth in this Agreement and more specifically under Clause 2.1.2 and 15.2.2.
Distribution	means the supply and conveyance of electricity by means of distribution system
Distribution Losses	means the difference between energy supplied at the input points and energy billed to Consumers in percentage terms for a particular period
Distribution System	means the system of 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 2003
DT	means Distribution Transformer
Effective Date	means the date of handing over of MBC Services of Service Area by AVVNL to the Agency pursuant to this Agreement after the Conditions Precedents have been satisfied
Expiry Date	shall mean the 10 th (tenth) anniversary of the Effective Date, or any date agreed as per terms of Agreement extension as per provision of Clause 3.1, or earlier termination, as the case may be
Extra Voltage/Tension or EHV or EHT	High or shall mean any voltage equal to & above 132,000 Volts subject to permissible variations
Force Majeure	shall mean an event, which is beyond the Parties control, which cannot be reasonably forecast or prevented, thereby, hindering the performance by the Parties of any of their obligations hereunder and shall have the meaning assigned thereto in Clause 9 and the term "Force Majeure Event" shall mean Political Force Majeure Event or Non-Political Event, as the case may be under Clause 9 of this Agreement
GoR	means the Government of Rajasthan or any other Department/ instrumentality/ Authority of the Government of Rajasthan

Term	Definition
High Voltage/Tension or HV or HT	shall mean any voltage equal to & above 11,000 Volts subject to permissible variations, and which is not EHV/ EHT
Km	means kilometre
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
LT	means Low Tension/ Voltage
LT-CT	means Low Tension Current Transformer
Major Incident	means an incident associated with MBC 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 AVVNL Distribution Assets exceeding Rs 50 Lakhs in gross value
MBC Agency or Agency	means _____ Limited, 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
MBC Assets	means the assets created and deployed by the Agency for performing the MBC Services as set out in Clause 5.1 of this Agreement
MBC Fee	shall mean the fee payable on per Consumer billed per month basis by AVVNL to the Agency for providing MBC Services in the Service Area and as per the provisions in Clause 8.1
MBC Services	means Metering, Billing, Collection and Associated Services like installation of metering system, establishment of CCF and Billing & Analytics System, meter testing, meter reading, billing, revenue collection, disconnection, reconnection, adding new consumers, resolving no-current complaints, energy audit, etc. as elaborated in the Agreement
MIS	shall mean Management Information System

Term	Definition
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 Service Area
Officer-in-Charge	shall mean the person, nominated by each of the Parties as set forth in Clause 19.3
Open Access	means 'open access' as defined in the Electricity Act 2003
O&M	means operation & maintenance
Party	means either AVVNL or the 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
Performance Security	means performance security in the form of a bank guarantee from a Nationalised Bank or Scheduled Bank in the format enclosed as Annexure-2 and detailed in Clause 10
Project Implementation Period	means a period of 10 (ten) months from the Effective Date as specified in Clause 2.1.1
Prudent Utility Practices	means 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
Representative	shall mean the person nominated by each of the Parties as set forth in Clause 19.4.
RERC	means the Rajasthan Electricity Regulatory Commission, Jaipur, or its successor(s)
Service Area	means Bhilwara Urban Area i.e. Bhilwara City of AVVNL as mentioned in the 'Appendix to MBC Service Agreement' in respect to which the Agency shall perform the MBC services as set out in this Agreement
Service Rights	means the rights granted by AVVNL to the Agency to act as the service provider for performing the MBC Services as set out in this Agreement
SLD	means Single Line Diagram
SLRs	means Service Level Requirements applicable on the Agency and as specified in Clause 8.4

Term	Definition
RERC Supply Code Regulations 2004	means the "RERC Supply Code Regulations 2004" and as amended from time to time
T&D	means Transmission & Distribution
Terminal Value	means terminal value of the MBC Assets and determined as per Clause 17.4
Termination Payment	means the payment to be made on termination of the Agreement by either Party to the other Party as per Clause 17 of this Agreement
Terms and Conditions of Supply 2004	means the "Terms and Conditions of Supply 2004" document of AVVNL for supplying electricity to Consumers and as amended from time to time
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 to the Agreement

2.1. Conditions Precedent to be satisfied by the Agency

2.1.1 Capital Expenditure Plan

The Agency shall submit details of Capital Expenditure plan to be carried out for installation of the specified metering system (meters & associated equipments) at all Network Nodes, DTs and at Consumer premises, development of new billing and analytics system, establishment of Consumer Care Facilities (CCF), etc. over a period of 10 (ten) months from the Effective Date (**Project Implementation Period**). AVVNL shall do a prudence check of the Capital Expenditure of the Agency. The Capital Expenditure plan shall cover the following items:

- i. As-Is assessment of the Service Area to assess the number of 33 kV, 11 kV feeders, Network Nodes and DTs; existing offices, collection counters and stores; existing billing system, and Consumer complaint handling system;
- ii. Types of meters along with metering equipment (if any) installed at Network Nodes, DTs and Consumer premises;
- iii. Category wise number of Consumers with connected load;
- iv. Phased plan for carrying out the Project Implementation activities as set out in Clause 5.1 within the Project Implementation Period.

2.1.2 The Conditions Precedent stated in Clause 2.1.1 shall be satisfied within 60 (sixty) days of signing of this Agreement. AVVNL in its sole discretion may extend the above

time-period by a maximum of 30 (thirty) days. The Agency shall pay Damages to AVVNL, of an amount calculated @ 0.2% (zero point two percent) of the Performance Security for each day of delay beyond the extended period. If the Agency is not able to satisfy the Conditions Precedent within a period of 15 (fifteen) days beyond the one-time extended period except due to Force Majeure events, AVVNL shall terminate the Agreement and invoke the Performance Security submitted by the Agency.

3. General Terms of the Agreement

3.1. Contract Period

The term of this Agreement shall be for a period of 10 (ten) years from the Effective Date or as extended by AVVNL ("**Contract Period**"). The Agreement may be extended one time, for a maximum period of 5 (five) years, at the existing terms and conditions, with mutual consent of AVVNL and the Agency.

3.2. Early Termination

This Agreement can be terminated before the expiry of the Contract Period as per the provisions of Clause 15 of this Agreement.

3.3. Event of Abandonment

- 3.3.1. An Event of Abandonment shall be deemed to have occurred, if the Agency ceases to operate all or any substantial part of the MBC Services for a period of 7 (seven) consecutive days without the prior written consent of AVVNL, 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 7 (seven) consecutive days.
- 3.3.3. It is however expressly agreed that if the 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 the Agency alone. The Agency shall indemnify and hold AVVNL harmless against the same as provided in Clause 11.1. Agency shall

compensate AVVNL for the losses suffered by AVVNL, if any, as provided in Clause 11.4.

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.

3.5. Shareholding and Parent Company Guarantee by the Selected Bidder

The Selected Bidder being parent company of the Agency, hereby agrees to maintain 100% shareholding and control in the Agency at all times during the Contract Period and hereby guarantees to ensure that the Agency shall perform all its obligations and liabilities under the Agreement. In the event, Agency fails to perform any or all of its obligations under this Agreement, the Selected Bidder shall perform such obligations of the Agency under this Agreement, as if it were the Agency.

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 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 service provider of AVVNL for MBC Services in the Service Area as stipulated in this Agreement.

4.2. Legal Status of Agency

The Agency shall be a service provider of AVVNL and it shall not be a licensee or distribution franchisee under Section 14 of the Electricity Act 2003 and amendments thereof.

4.3. Exclusivity

The Agency shall be the exclusive service provider of AVVNL for providing MBC Services in the Service Area. The 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, the 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, the 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 the 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 the Agency.

4.4. Service Area

Details of the Service Area for providing the MBC Services are given in Appendix to the MBC Service Agreement. Regardless of any variation in the details of the Service Area, given in the Appendix to MBC Service Agreement, on the Effective Date, the MBC Fee quoted by the Selected Bidder in its Financial Proposal shall remain unchanged.

4.5. Effect of Acceptance

By accepting and executing this Agreement, the Agency accepts and agrees to comply with the provisions of this Agreement and the Electricity Act 2003.

4.6. Directions

The Agency shall comply with AVVNL directives issued for compliance of the Laws, Regulations, Orders and Directives of RERC, State/ Central Govt. or any other Authority from time to time.

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 Agreement for the Contract Period and to the extent any provisions have continuing effect, after its expiration.

5. Activities of the Agency

5.1. Activities during the Project Implementation Period

During the Project Implementation Period, the Agency shall, at its own cost, undertake capital expenditure for creation of MBC Assets for undertaking the following activities ("**Project Implementation**"):

- a) Installation of the Specified Metering System
- b) Establishment of Consumer Billing and Analytics System
- c) Establishment of Consumer Care Facilities

These are elaborated as under:

5.1.1. Installation of the Specified Metering System

- i. The Agency shall replace meters at all existing Network Nodes, DTs and Consumer premises with new meters including Current Transformers (CTs), Potential Transformers (PTs), modems, tamper resistant boxes, connectors, seals, etc and associated infrastructure, required as per AVVNL guidelines/ circulars/ orders, for various Consumer types. Prepayment metering system has been deployed in some government connections which are not proposed to be replaced as of now. The meters to be installed by the Agency shall be of the following types –
 - a. **Network Nodes, DTs and Consumers (having sanctioned load of 10 KW and above, other than Agricultural connections)** – Meters shall be equipped to obtain meter reading remotely through Automated Meter Reading (AMR), or any other advanced technology, 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 take care of the operational activities related to data communication for AMR enabled meters.
 - b. **Consumers (other than Agricultural connections) having sanctioned load below 10 KW** – Meters shall be equipped to obtain meter reading through Common Meter Reading Instrument (CMRI) or any other advanced technology, without human intervention.
 - c. **Agricultural consumers** – Low Power Radio (LPR) meters as per the practice being followed by AVVNL.
- ii. All meters must be post-paid meters compliant with relevant Indian Standards & applicable CEA/ RERC regulations/ guidelines and orders issued by AVVNL. Meters should have facility for Time of Day (TOD), load profile, demand measurement and shall be enabled to keep a log of its readings and load surveys download.
- iii. The Agency shall get all meters and associated equipment, as may be required by AVVNL, to be tested and sealed in the Central Testing Lab facility of AVVNL or any other lab facility as prescribed by AVVNL at no cost to Agency. AVVNL shall ensure that the meters are tested in a reasonable time frame so that there is no adverse impact on timelines of the Agency.
- iv. The Agency shall follow the procedure and documentation as required by AVVNL for installation/ replacement of meters. In particular,

- a. The Agency shall install/ replace meters at Network nodes/ DTs and burnt/ defective/ vandalised/ stolen meters at Consumers' end on priority.
- b. The Agency shall deposit all the replaced meters and associated metering ensemble/ equipment from the Network Nodes, DTs and Consumer's premises at the designated AVVNL's stores. However, once a new meter is installed by the Agency and if it is replaced later on, depositing of such meter with AVVNL shall not be required.
- c. The Agency shall perform the work of sealing of all energy meters and meter boxes, wherever installed. For this purpose, the Agency shall install its own seals and implement a suitable seal management system. AVVNL shall be at liberty to provide extra seal, wherever felt necessary.
- d. 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 and meter number, etc shall also be recorded and updated by the Agency in the consumer database.
- v. Agency shall procure and replace service cable for all direct connected meters of Low Tension (LT) Consumers with uniform colour coded armoured cables as per prevailing specifications of AVVNL, at its own cost. The Agency shall also replace service cables for LT-CT operated meters & EHT/ HT meters, only for the cases where it is found defective. The old service cable shall be deposited in the designated store of AVVNL. The service cable required for replacement of EHT, HT meters and LT-CT meters only, shall be provided by AVVNL at its own cost. However, the replacement of service cable would be done by the Agency, at its own cost.

5.1.2. **Establishment of Consumer Billing System and Analytics System**

- i. The Agency shall establish an efficient Billing System and server in accordance with the technical requirements of AVVNL/ RERC.
- ii. The Billing System developed by the Agency shall have features which are equivalent or superior to the existing Billing System of AVVNL.
- iii. The Agency shall also develop an analytics system to analyse meter reading data and generate reports pertaining to energy accounting, theft identification, revenue leakage, etc.
- iv. The Agency shall integrate its Billing System with the AVVNL's Billing System for the purpose of data and information exchange on daily basis.

- v. The Agency shall get its Billing System and bill format approved by AVVNL prior to generating Consumer bills through the same.

5.1.3. Establishment of Consumer Care Facilities (CCF)

- i. To enable the Consumers to establish contact through various means of communication such as telephone call, web interface, e-mail, letters by post and physical visit, the Agency shall establish dedicated CCF for Consumers in the Service Area, comprising the following:
 - a. one Consumer Call Centre (CCC) having toll free number which shall operate on 24*7 basis,
 - b. Web portal for consumer interface which shall operate on 24*7 basis,
 - c. Consumer Interface Centres (CICs), one at each subdivision, which shall operate during office hours from 9 am to 6 pm for 6 (six) days a week (Monday to Saturday) except National holidays;
- ii. All communications with CCF shall be either in Hindi or English depending on the choice of the Consumer.
- iii. CCF shall provide help desk and Consumer interface for the following services:
 - a. Applications for new connection (temporary as well as permanent), and disconnection
 - b. Metering and billing related queries including generation of duplicate bills, duplicate receipts, payment history, etc.
 - c. Disputes and complaints related to meter reading, billing, fast/slow/stuck/burnt meters, etc.
 - d. Request for various services such as name change, title transfer, meter shifting, address change, registration/ change of e-mail id and/ or phone number, requirement for poles/ transformers/ street-lights, etc.
 - e. Complaints related to no-current, phase-out, voltage fluctuations, sparking, faulty/ burnt service line, pole/ transformer/ street-light related issues, etc.
 - f. Status update on applications, disputes and complaints registered by Consumers
- iv. The salient features of the CCF shall be as hereunder:
 - a. Location of CCF

The Agency shall set up the CCC and CICs in the office space provided by AVVNL, without AVVNL charging any rent from the Agency. The Web portal shall be hosted on the server of the Agency.

b. Infrastructure

The procurement and installation of IT infrastructure (hardware and related software) along with necessary communication channel for the CCC shall be done by the Agency at its own cost.

c. Accessibility

The Web portal and CCC shall be accessible to the Consumers by using their K Number or any other appropriate credential. The Consumer shall contact the CCC through toll free numbers for any request, application or complaint. However, the Consumers can also personally visit the CICs for request, application or complaint.

- v. The Agency shall create necessary internal workflows of the CCC, required to redress the complaint or deliver the required service.
- vi. Each contact by Consumer shall be recorded against a service request/ application/ complaint number relating to MBC Services.
- vii. The Agency shall provide access to Consumers for tracking the status of their applications online or through phone call. The Agency shall also update the status of the consumer applications/ complaints on their registered e-mail ID and mobile number.
- viii. The Agency shall report all requests/ applications/ complaints received from the Consumers to the centralised call center of AVVNL for record keeping purpose.
- ix. The Agency shall get its Web portal and CCC approved by AVVNL before the same is made operational.
- x. It is clarified that the toll free telephone number of CCC shall be transferred to AVVNL on the Expiry Date.

5.1.4. **Completion of Project Implementation**

- i. The activities pertaining to the Project Implementation as elaborated above shall be completed by the Agency within the Project Implementation Period. On completion of these activities to the satisfaction of AVVNL, a "**Completion Certificate**" shall be issued by AVVNL to the Agency. The procedure for the same shall be as follows:

- a. At least 15 (fifteen) days before the likely completion of Project Implementation, the Agency shall notify the likely date of completion of Project Implementation to AVVNL in writing.
 - b. Within 7 (seven) days after the indicated date of completion of Project Implementation by the Agency, AVVNL shall carry out appropriate inspection and conduct such tests as may be reasonably required to verify the completion of Project Implementation.
 - c. Within 7 (seven) days from the date of inspection, AVVNL shall issue a Provisional Certificate, upon successful demonstration of completion of Project Implementation. The incompleteness of any particular work or things forming part of the Project Implementation (being within the scope of the Agency) but which do not, in any manner whatsoever, affect the MBC Services in any material respect (the "**Punch List Items**") may be temporarily disregarded by the AVVNL at its discretion for the limited purpose of issuance of the said Provisional Certificate. The Punch List Items shall be appended to the Provisional Certificate signed jointly by AVVNL and the Agency. All Punch List Items shall be completed by the Agency within 30 (thirty) days of the date of issue of the Provisional Certificate. The Provisional Certificate shall specify the date on which, the Project Implementation was substantially completed ("**Project Implementation Date**"). In the event there are no Punch List items, AVVNL may directly issue Completion Certificate.
- ii. The Agency shall complete the Punch List Items appended to the Provisional Certificate within a period of 30 (thirty) days from the date of issue of the Provisional Certificate and, upon completion thereof, the Agency shall notify AVVNL. AVVNL shall, within 7 (seven) days of receipt of such notice, inspect the Project Implementation and issue the Completion Certificate, to confirm completion of such Punch List Items.
 - iii. In the event of the Agency's failure to complete the Punch List items within the said stipulated period of 30 (thirty) days from the date of issue of the Provisional Certificate, AVVNL may, without prejudice to any other rights or remedy available to it under this Agreement or at law, have such items completed at the risk and costs of the Agency. The Agency shall reimburse to AVVNL on demand the entire costs incurred by AVVNL in completing the Punch List Items.
 - iv. Failure of the Agency to achieve the Project Implementation Date within the specified Project Implementation Period, for reasons other than Force Majeure or delay attributable to AVVNL, shall be treated as Agency's Critical Event of Default and shall be dealt with as per Clause 13.1.1 and Clause 15.2.

5.2. O&M related Duties & Responsibilities during the Contract Period

Unless specified otherwise, from the Effective Date, the Agency shall be responsible for fulfilling the following duties and responsibilities in the Service Area at its own cost, for the entire Contract Period:

5.2.1. Maintain In-circuit Metering Equipment

- i. Ensure that all the in-circuit meters and metering ensembles/ equipment are in working condition at all times.
- ii. For complaints received from Consumers with respect to service cables, the same shall be addressed by the Agency at its own cost. Where for addressing the complaint, if service cable is required to be replaced, then in case of LT-CT, HT, EHT Consumers, AVVNL shall, at its cost, provide the required service cable for replacement.
- iii. Replace/ repair meters which are burnt/ defective/ vandalised.
- iv. Carry out a valid and traceable test of the in-circuit meters and associated metering ensembles/ equipment as per the prevailing RERC/ AVVNL norms with respect to meter testing. The meters shall be got tested at AVVNL's meter testing lab or any other lab prescribed by AVVNL at no cost to the Agency.

5.2.2. Reading of meters at Network Nodes, DTs and Consumers

- i. Reading of all meters in the Service Area as per billing cycle of AVVNL.
- ii. Till establishment of its own Billing System, the Agency shall feed the meter readings in the existing Billing System of AVVNL, the access to which shall be provided by AVVNL.
- iii. For the meters which have been replaced by the Agency, it shall:
 - a. electronically fetch meter readings of all Network Nodes, DTs and Consumer meters (having sanctioned load of 10 kW and above) remotely through AMR at least once a day.
 - b. obtain meter readings of all meters installed at Consumer premises (having sanctioned load below 10 kW) electronically through CMRI or any other advanced technology, as per AVVNL's billing cycle.
 - c. obtain meter readings of all meters of flat rate Agricultural Consumers through LPR technology, as per AVVNL's billing cycle.
- iv. Account for the energy units recharged by prepaid consumers, as per prevailing methodology of AVVNL.

- v. The meter reading data extracted from the meters installed by the Agency, shall have a timestamp on it and shall be uploaded on the Agency's billing server and shared with AVVNL's IT system/ server within 24 hours of meter reading.
- vi. The CMRI files must be encrypted so that no data manipulation is possible.
- vii. All the necessary requirements like protocol details, BCS, MRI resident software etc. shall be arranged by the Agency.

5.2.3. **Bill Generation & Bill Distribution**

- i. Till the time Agency develops its own Billing System, the Agency shall generate bills through the existing Billing System of AVVNL.
- ii. The Agency shall print Consumer bills as per the format approved by AVVNL.
- iii. The Agency shall distribute energy bills at the doorstep all Consumers as per the billing cycle.
- iv. The Agency shall also intimate Consumers about the bill details through e-mail (if e-mail ID of Consumers is available) and SMS on the mobile number (where ever provided by the Consumers).
- v. The Agency shall intimate the Consumers by e-mail, SMS about the last date of depositing the pending bill amount to ensure timely payment of bills by the Consumers.
- vi. The Agency shall issue a duplicate bill free of cost, if so requested by any Consumer.
- vii. The Web portal of CCF, once operational, shall give access to Consumers to view their energy bills and for making online payment of bills. The Web portal shall also have other data/ information e.g. soft copies of past bills & their payment history for past 12 bills. AVVNL shall provide to the Agency soft copy of last 12 energy bills of all Consumers, for the period preceding the Project Implementation Date.
- viii. The Agency shall maintain an auditable trail of bill details for a period of 6 (six) years. The Agency shall provide access of the audit trails and related information of metering, billing and associated transactions to AVVNL's officers and/or auditors or authorities having similar jurisdiction, as may be required.

5.2.4. **Revenue Collection**

- i. All charges/ fee payable by Consumers under the RERC Supply Code Regulations 2004, Terms and Conditions of Supply 2004 and any other relevant orders/ circular of AVVNL, shall be recovered by the Agency and credited to AVVNL's designated bank

account.

- ii. The Agency shall ensure that the existing channels/ mechanism (online payment/ e-mitra, collection counters, etc) for revenue collection (revenue from sale of power, fee for new connection, reconnection charges, meter testing/ replacement fee for vandalised meters, etc) and recharge of prepaid meters shall continue to be made available to the Consumers, as per the prevailing terms and conditions of AVVNL from time to time.
- iii. The Agency shall take over the existing collection counters and recharge facilities for prepaid meters of AVVNL in the Service Area, and deploy its own manpower.
- iv. Till the time Agency develops its own Billing System, the Agency shall use the existing Billing System of AVVNL at the collection counters.
- v. In addition to the taking over the existing collections counters of AVVNL as above, the Agency shall, at the earliest with effect from the Project Implementation Date, also set up additional collection counters in the Service Area so as to ensure at least one collection counter for every ten thousand (10,000) Consumers. The collection counters shall be uniformly distributed across the Service Area to attain the desired coverage and shall operate during office hours from 9 am to 6 pm for 6 (six) days a week (Monday to Saturday) except National holidays.
- vi. The Agency shall provide additional facilities/ channels for revenue collection viz. payment through credit/ debit card by use of Point of Sale (POS) swipe machine, payment kiosks and other e-payment gateways, after approval from AVVNL on the terms and conditions for such revenue collection.
- vii. From the Project Implementation Date, the Agency shall create an appropriate IT interface so that the transaction details of payment collected through various channels (e.g. collection counters, POS machines, kiosks, online payment, e-mitra counters, etc.) can be shared between the Agency's Billing System and AVVNL's Billing System, for the purpose of reconciliation of payments received on daily basis.
- viii. The revenue collection by the Agency shall be done as per the methodology given under:
 - a. From the Project Implementation Date, the Agency shall create a link on its Web portal which shall redirect the Consumer to the Payment gateway of AVVNL. The cheque and demand draft from Consumers shall continue to be drawn in favour of the designated bank account of AVVNL and collected at collection counters/ kiosks.

- b. The Agency shall not collect more than Rs. 20,000 (Rupees Twenty thousand only) in the form of cash from any Consumer.
 - c. Revenue collected through additional facilities/ channels viz. credit/ debit card by use of Point of Sale (POS) swipe machine and other e-payment gateways, shall be credited into AVVNL's designated/ approved bank account, as per approved terms and conditions by AVVNL.
 - d. For payments collected by the Agency at its collection counters and kiosks, the Agency shall provide electronically generated and printed receipts to the Consumers. The confirmation of such payment shall also be sent on the Consumer's registered mobile number and e-mail.
 - e. All revenue collected at the Agency's collection counters and kiosks (cash/ cheque/ demand draft) shall be deposited in AVVNL designated bank account within a maximum period of 1 (one) working day from collection of payment from Consumers. Delay on account of the Agency to remit the collected revenue in designated bank account of the AVVNL within the stipulated timeframe shall attract penalty calculated as simple interest @16% per annum for each day of delay, on the amount not deposited. Any delay in crediting the revenue collection from Consumers in the designated bank account of AVVNL beyond a period of 2 working days shall constitute an Agency's Critical Event of Default and shall be dealt with as per provisions in Clause 13.1.1 and Clause 15.2. It is clarified that from the Project Implementation Date, the payment status of Consumers shall also be updated in the Agency's Billing System and AVVNL's Billing System on the same day.
 - f. The Agency shall carry out reconciliation of the revenue collected from Consumers through various channels on daily basis and prepare a record of amount collected from each Consumer against energy billed, arrears, security deposit, application fee & charges, and taxes & duties, etc. The record shall be updated in the Agency's Billing System and AVVNL's Billing System at the end of each day.
- ix. It is clarified that the Agency shall not be entitled to directly charge and retain any fee/ services charge from Consumer in any circumstances for providing MBC Services. Any revenue collected from the Consumers towards services such as new connection/ re-connection/ altering connection condition/ meter testing/ meter replacement, etc. in accordance with RERC Supply Code Regulations 2004, Terms and Conditions of Supply 2004 and any other relevant orders/ circular of AVVNL,

shall be deposited in AVVNL's designated bank account. It is also clarified that any revenue other than revenue from sale of power shall not be considered for determination of collection efficiency of the Agency for determination of AT&C losses.

5.2.5. Disconnection/ Reconnection

- i. Within 3 days after the end of payment due date for Consumers, the Agency shall submit to AVVNL, the list of Consumers, who have not paid their bills. The Agency shall serve disconnection notices to defaulting Consumers for non-payment of bills as per the RERC Supply Code Regulations 2004, Terms and Conditions of Supply 2004 and any other relevant orders/ circular of AVVNL.
- ii. During the notice period, the Agency shall remind the Consumers for payment of due energy bills, through SMS, email, phone calls on registered phone numbers/ email ID's or premise visit.
- iii. On expiry of the notice period, the Agency shall disconnect the supply of such defaulting Consumers after completing all procedural requirements of AVVNL. Concerned field official of AVVNL shall be informed of such disconnections within 1 (one) working day.
- iv. Agency shall reconnect the supply of the Consumer after he has paid all his dues and reconnection charges within timelines as specified in the SLRs, until & unless specifically advised by AVVNL for not reconnecting the same.
- v. Any disconnection and reconnection request of the Consumers shall be informed to AVVNL and shall be executed by the Agency as per prevailing RERC Supply Code Regulations 2004, Terms and Conditions of Supply 2004 and any other relevant orders/ circular of AVVNL.
- vi. All data related to disconnection, reconnection, removal of temporary connection etc. shall be recorded and updated in Consumer database in the Agency's Billing System and shall be replicated in AVVNL's Billing System on daily basis.

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

- i. The Agency shall receive electronic/ printed/ handwritten applications and supporting documents, as per AVVNL's approved formats and procedures, from the Consumers through its CCF for providing following services:
 - a. Providing new permanent / temporary connections.
 - b. Change in service conditions like load enhancement/ reduction, permanent/

- temporary disconnection, shift connection, change name, address and category, etc.
- ii. The Agency shall register such applications on the Web portal of CCF with a unique application number. The status of progress for disposal of such applications shall be updated on the Web portal and also shared with the AVVNL's IT system.
 - iii. The Agency shall undertake these activities after following procedural requirements of AVVNL. Unless specifically advised by AVVNL for not processing the application, the Agency shall provide the services as per the timelines specified in the SLRs/ Terms and Conditions for Supply of Electricity-2004 and others rules, regulation and circulars issued by RERC/ AVVNL from time to time, whichever is earlier.
 - iv. For cases where there is a technical requirement on AVVNL's part to fulfil the requirements (viz. network expansion/ augmentation, etc.), the Agency shall assess the technical feasibility of such cases and advice AVVNL on the action required on its part.
 - v. In case of applications received from new LT Consumers, the Agency shall provide meters, metering ensemble and colour coded armoured service cable at its own cost. For new LT-CT and HT, EHT Consumers, the Agency shall provide meters, metering ensemble only at its own cost, whereas the service cable shall be provided by AVVNL at its own cost. For new HT and EHT Consumers, AVVNL shall perform HT network related services and release the connections at its own cost.
 - v. The Agency shall add details of new Consumers and update any change related to existing Consumer data in its Billing System and share it with AVVNL's Billing System.

5.2.7. **No-Current Complaints Redressal**

- i. The Agency shall establish a robust process and automated system in accordance with the prevailing RERC regulations & AVVNL orders/circulars and as per the provisions of Clause 5.1.3, for redressal of no-current complaints.
- ii. The CCF shall receive complaints directly from the Consumers as well as re-directed calls/ alerts at its CCC from the centralised call center of AVVNL. Additionally, Consumer can physically visit the CICs for registering their complaints.
- iii. The CCF shall send alert to the Agency's field staff for rectification of no-current complaints pertaining to the LT side of DT; like fuse failure, LT and service line faults/ failure, etc.
- iv. The CCF shall send alerts to AVVNL's concerned staff for all no-current complaints related to HT network for redressal. If required, AVVNL shall take shutdown with

intimation to the Agency for redressal of HT no-current complaints.

- v. The Agency shall maintain at least 1 (one) Fuse Recovery Team (FRT) with vehicle and necessary tools & plant (T&P) for every 20,000 (twenty thousand) consumers or part thereof, in the Service Area for redressal of no-current complaints. The FRTs shall be available on 24*7 basis on all days of the week.

5.2.8. **Meter Data Analysis**

- i. The Agency shall develop an analytical system for analysis of data obtained from Network Node meters, DT meters & Consumer meters.
- ii. This analytics shall be used to plug possible revenue leakage by effectively identifying defective meters, Consumers indulging in tampering of meters or theft of electricity. The indicative parameters which should be analysed by the system are as follows:
 - a. MD overshoot
 - b. Low/ High load factor
 - c. Wrong multiplying factor
 - d. Low power factor
 - e. Abnormal consumption
 - f. CT/ potential missing/ CT reversal
 - g. Neutral disturbance
 - h. Meter stopped/ defective/ tamper events, etc.
- iii. The analytical reports shall be shared with AVVNL on monthly basis along with suggested actionable items for plugging revenue leakage, etc.

5.2.9. **Maintain & Update Consumer Database for Consumer Indexing**

- i. The Agency shall validate the information related to existing feeder, DT and Consumers with consumer indexing data provided by AVVNL.
- ii. The Agency shall index all consumers to respective DTs and all DTs to their respective feeder.
- iii. The consumer indexing data shall be updated with information related to Consumers (name, service status, mobile number, e-mail ID, etc.) or change in network on monthly basis.
- iv. The Agency shall record all the data related to Consumer transaction accurately. The information about all these transactions shall be maintained for at least last 6 (six) completed financial years. Older information shall be stored month wise in data base and archived in such a manner that it can be retrieved as and when needed.

- v. The Agency shall update the Consumer indexing and share the soft copy of the same with AVVNL on monthly basis.

5.2.10. Node-wise monthly Energy Accounting

- i. The Agency shall analyse energy consumption information received from meters at all 33 kV, 11 kV feeders & DTs and conduct gap analysis at each voltage level for determining losses between:
 - a. 132 kV feeders in the Service Area and Consumers connected at 132 kV voltage level.
 - b. 33 kV feeders and Consumers connected at 33 kV voltage level,
 - c. 11 kV feeders and Consumers connected at 11 kV voltage level,
 - d. 11 kV feeders and DT meters,
 - e. DT meter and consumer meters,
 - f. Distribution loss and AT&C loss in the Service Area.
- ii. Based on the above analytics and energy audit, the Agency shall identify high loss areas/ pockets/ feeders.
- iii. This information shall be shared with AVVNL for corrective actions to reduce losses in the identified high loss areas/ pockets/ feeders.

5.2.11. Vigilance Activities

- i. The Agency shall actively assist AVVNL in taking necessary remedial measures for removal of aberrations found through Meter Data Analysis, Energy Audit reports and visible hooking of LT lines, tamper of service line, meter tamper, etc.
- ii. The Agency shall promptly inform AVVNL regarding cases of theft, unauthorized use of electricity, unmetered connections, meter tamper, etc.
- iii. For the activities, which cannot be delegated by AVVNL, the Agency shall actively provide all assistance to AVVNL in performing these activities effectively.

5.2.12. Network maintenance activities

- i. On the basis of meter data analysis for Network nodes and DTs, the Agency shall generate periodic reports pertaining to overloading, under loading, unbalancing of phase, etc. and submit the same to AVVNL for corrective actions.
- ii. The Agency shall carry out preventive maintenance of LT infrastructure. However, it is clarified that AVVNL shall provide materials required for maintenance of LT

network, such as LT overhead lines, LT underground cables, poles, insulators, etc. at its own cost.

- iii. The Agency shall make prior request to AVVNL for shut down/permit to carry out maintenance activities.

5.2.13. Operate and maintain the CCF

- i. The Agency shall operate and maintain the CCF established in accordance with provisions of Clause 5.1.2.
- ii. Till the time CCF of Agency becomes operational, the centralised call center of AVVNL shall forward Consumer's requests/ application/ complaints to the Agency for resolution. The Agency shall resolve such requests/ applications/ complaints of the Consumers.

5.2.14. Monthly MIS reports

- i. The Agency shall be required to submit to AVVNL the following MIS reports on a monthly basis from the Effective Date:
 - a) In-circuit performance of the meters/ meter ensembles;
 - b) Number of meters tested and testing charges recovered from consumers;
 - c) Number of meters replaced and replacement cost recovered from Consumers;
 - d) Consumer category-wise billing report setting out summary of meters read, bills generated, bills distributed, revenue billed, revenue realized;
 - e) Revenue reconciliation statement along with breakup across various bill elements;
 - f) Payment channel-wise and consumer category-wise revenue reconciliation report;
 - g) Disconnection/ reconnection report along with charges recovered from Consumers;
 - h) New consumers added and alteration in connection condition along with charges received;
 - i) No. of no-current complaints received and redressed;
 - j) Performance of the Agency against Service Level Requirement as per Clause 8.4.
- ii. The Agency shall be required to submit to AVVNL the following MIS reports on a monthly basis from the Project Implementation Date:

- a) All reports mentioned in Clause 5.2.14 (a) above;
 - b) Data updation report between Agency's Billing System and AVVNL's Billing System;
 - c) Meter data analysis reports based on the analytics system developed by the Agency;
 - d) Node wise energy accounting reports;
 - e) Report on vigilance activities carried out along with details of amount assessed and realised;
 - f) Number of shutdowns taken on LT network;
 - g) CCF performance report for no. of applications/ complaints received and redressed.
- iii. Agency shall also furnish any additional reports as may be sought by AVVNL from time to time.

5.3. Safety Provisions

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

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

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 the Agency, shall be payable by the Agency as per the provisions of this Act and Rules thereof.

5.5. HR Practices

- 5.5.1. The Agency shall deploy adequate number of personnel with suitable qualifications and experience for discharging its obligations and duties in accordance with this Agreement.
- 5.5.2. The Agency shall issue identity cards & adhere to the dress code (uniform) for its staff deputed for carrying out MBC Services, in line with Prudent Utility Practices.

5.6. Activities Not Covered under the Scope of Agency

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

- 5.6.1 Cost of EHT, HT and LT-CT Consumer service cables and jointing kits required for replacing the existing meters;
- 5.6.2 Cost of power cables including jointing kits as required during installation of the specified metering system at Network Nodes and DTs.
- 5.6.3 Any network augmentation, renovation, extension work on substations/ 11 kV feeders/ LT lines/ DTs;
- 5.6.4 Release of new connections to HT and EHT Consumers and alteration of physical connection condition for such consumers.
- 5.6.5 Validation of legacy billing data provided by AVVNL;
- 5.6.6 Any disputes from incorrect meter readings taken prior to Effective Date;
- 5.6.7 Any dispute prior to the Effective Date;
- 5.6.8 Complaints relating to distribution network at 11 kV and above or any matter not related with MBC Services;
- 5.6.9 All preventive and breakdown maintenance of 33/11KV substations, power transformers, Network Nodes, 33KV & 11KV line, 11 kV feeders, DTs.

5.7. Duties and Responsibilities of AVVNL

To enable the Agency to execute MBC Services effectively and efficiently, AVVNL shall be responsible for the following at its own cost:

- 5.7.1 Prior to the Effective Date, AVVNL shall share all relevant details of the existing Distribution System and the Service Area with the Agency to enable it to perform MBC Services.
- 5.7.2 Prior to the Effective Date, AVVNL shall familiarise the Agency with its existing Billing System including functions of meter data uploading, bill generation, bill printing, revenue collection, adding new connection, updating consumer database, etc.
- 5.7.3 From the Effective Date, AVVNL shall provide necessary access to the Agency to its existing Billing System to enable the Agency to fulfil its obligations under the Agreement.
- 5.7.4 AVVNL shall share necessary details, protocol and interface of the existing Billing System with the Agency for integrating Agency's Billing System with AVVNL's Billing System .

- 5.7.5 AVVNL shall provide vacant space to the Agency at its division and sub-division offices/ collection counters/ store(s) in the Service Area, on free-of-cost basis for: a) Agency's office, b) CCC and CCIs, c) collection counters, d) store(s).
- However, it is clarified that the Agency shall arrange required furniture & fixtures at its own cost to set-up its office, CCC, CICs, collection centres and store(s). Charges for electricity and other utilities shall be paid by Agency as per actuals. AVVNL's role in this respect shall be limited to providing vacant office space only.
- It is also clarified that additional collection counters to be established by the Agency as per provision of Clause 5.2.4 shall be arranged by the Agency at its own cost.
- 5.7.6 AVVNL shall designate/ dedicate a bank account specifically for redirecting all online/ digital/ e-mitra payments by the Consumers in the Service Area and depositing of revenue collection by the Agency.
- 5.7.7 AVVNL shall provide the existing Consumers database and information regarding metering system at Network Nodes, DTs and Consumer meters.
- 5.7.8 AVVNL shall provide the existing Consumer Indexing database.
- 5.7.9 AVVNL shall provide SLD of existing electricity distribution infrastructure and network in the Service Area showing specifications of all DTs, 11 kV & LT lines. AVVNL shall also provide revised SLD whenever there is a change in the distribution infrastructure.
- 5.7.10 AVVNL shall redirect/ divert the call/ complaints/ applications/ alerts received pertaining to the Service Area at their centralised call center, to the CCF of the Agency for redressal.
- 5.7.11 AVVNL shall provide metering data to the Agency, pertaining to energy input at 132 kV feeder(s) in the Service Area.
- 5.7.12 AVVNL shall depute teams for carrying out vigilance activities and assessment of theft.
- 5.7.13 AVVNL shall provide all administrative support to the Agency including police force, protections, etc. as and when required.
- 5.7.14 AVVNL shall execute load balancing and phase balancing at DTs, based on the reports furnished by the Agency.
- 5.7.15 AVVNL shall release new connections to HT and EHT Consumers and alter physical connection conditions for all such Consumers.

- 5.7.16 AVVNL, at the request of the Agency, shall provide safe shutdown on any energized circuit to carry out preventive/ breakdown maintenance at LT lines, any installation or replacement of meters, etc.
- 5.7.17 AVVNL shall arrange for testing of meters and other equipment in their testing facilities at Bhilwara or any other location at no cost to the Agency. AVVNL shall ensure that the meters are tested in a reasonable time frame so that there is no adverse impact on timelines of the Agency.
- 5.7.18 AVVNL shall provide materials required for maintenance of LT network, such as LT overhead lines, LT underground cables, poles, insulators, etc.
- 5.7.19 AVVNL shall support Agency to adopt innovative practices to bring about effectiveness and to achieve enhanced efficiency in the MBC Services.

6. Treatment of Ongoing Contracts Related to MBC Services

AVVNL will cancel all agreements with other agencies, made prior to the Effective Date, for outsourcing of activities related to meter installation, meter reading, bill printing & distribution, revenue collections and maintenance services at LT network in the Service Area. Termination cost, as specified in the contract between AVVNL and concerned agencies, shall be borne by AVVNL, and shall have no implication on the Agency.

7. Liabilities and Obligations

The Agency shall accept all liabilities pertaining to MBC Services in the Service Area, in compliance with the Law, Regulations and Directives of RERC/ AVVNL/ GoR/ Govt. of India issued from time to time.

8. Payment

8.1. Agency's Invoices

- 8.1.1. The first invoice to be raised by the Agency on AVVNL for MBC Fee shall be for a period of days between the first day and thirtieth day from the Effective Date plus remaining no. of days in that calendar month after thirtieth day from the Effective Date. All subsequent invoices for MBC Fee shall be raised by the Agency for period starting from 1st day of calendar month and last day of the calendar month.
- 8.1.2. The applicable MBC Fee payable to the Agency, subject to Clause 8.2.1 and 8.2.8 hereof, shall be calculated as per the methodology given below:

Applicable Invoices	MBC Fee applicable
From 1 st invoice to 12 th invoice	P1 = MBC Fee for year-1 as per work order issued by AVVNL.
From 13 th invoice to 24 th invoice	P2 = P1 + 5% of P1
From 25 th invoice to 36 th invoice	P3 = P2 + 5% of P2
From 37 th invoice to 48 th invoice	P4 = P3 + 5% of P3
From 49 th invoice to 60 th invoice	P5 = P4 + 5% of P4
From 61 th invoice to 72 nd invoice	P6 = P5 + 5% of P5
From 73 th invoice to 84 th invoice	P7 = P6 + 5% of P6
From 85 th invoice to 96 th invoice	P8 = P7 + 5% of P7
From 97 th invoice to 108 th invoice	P9 = P8 + 5% of P8
From 109 th invoice to the last invoice	P10 = P9 + 5% of P9

8.1.3. The monthly invoices to be raised by the Agency on AVVNL shall comprise the following:

- i. Applicable MBC Fee X Consumers Billed in the period for which invoice is being raised
- ii. Charges paid by Consumers, in the period for which invoice is being raised, towards-
 - a) Replacement of vandalised/ tampered meter, net of any meter testing fee included in the charges paid by the Consumers
 - b) Disconnection and reconnection of supply for LT Consumers
 - c) New connection and connection alteration for LT Consumers

8.1.4. It is clarified that no MBC Fee shall be payable for pre-paid Consumers.

8.1.5. If the Expiry Date of Contract Period falls before the end of a calendar month, then for the said month, the Agency shall raise invoice for MBC Fee only for the Consumers Billed by the Agency till the Expiry Date.

8.2. Payment Terms and Schedule

- 8.2.1. The amount of MBC Fee for any period shall be payable by AVVNL at the following rates:
- i. @90% of the applicable MBC Fee from the Effective Date till one day prior to the Project Implementation Date
 - ii. @100% of the applicable MBC Fee from the Project Implementation Date till the Expiry Date
- 8.2.2 The Agency, in accordance with the Clause 8.1, shall submit the invoice along with the MIS reports as per Clause 5.2.14 to the TA to SE O&M ("Nodal Officer"), in triplicate.
- 8.2.3 The Nodal officer, AVVNL upon receipt of the invoice and accompanying MIS reports, shall verify the invoice within 7 (Seven) days and send it to Circle Accounts Officer for processing and release of payment to the Agency.
- 8.2.4 The payment against the verified invoice shall be released within 15 (fifteen) days of receiving the verified invoice from the Nodal Officer. In case of delay in payment beyond 22 (twenty two) days from the date of receipt of invoice and accompanied MIS reports, AVVNL shall pay simple interest on the outstanding amount @12% per annum for each day of delay.
- 8.2.5 Payments shall be made to the Agency after deduction of penalties on account of failure to meet any of the SLRs. If the penalty on account of non-compliance of SLRs is higher than the invoice amount, the Agency shall be required to deposit the amount within a period of 10 (ten) days from the date of demand raised by AVVNL. If the Agency fails to deposit such amount within the given time, AVVNL shall invoke the Performance Security of the Agency for such amount.
- 8.2.6 Incentive/ Penalty for AT&C loss reduction shall be made once every year after completion of the financial year.
- 8.2.7 Any payments to Agency made by AVVNL, shall be subjected to Tax Deducted at Source (TDS) by AVVNL as per applicable rate.
- 8.2.8 If required, AVVNL may change the billing cycle of Consumers being billed on bi-monthly basis to monthly basis. In this case, the applicable MBC Fee for such Consumers shall be @75% of the MBC Fee as per Clause 8.1.2.

8.3. Incentive & Penalty for AT&C Loss reduction

- 8.3.1. The incentive/ penalty for the Agency shall be calculated annually from the Effective Date.

8.3.2. At the end of every year from the Effective Date, an independent third party energy audit agency shall be appointed by AVVNL in consultation with the Agency. The fee for this energy audit agency shall be shared equally between AVVNL and the Agency. The energy audit agency shall prepare an energy audit report for the relevant year. The audit report for the relevant year shall form the basis for calculation of incentive and penalty for reduction of AT&C loss.

8.3.3. The incentive and penalty shall be determined as per the two scenarios:

- a) When AT&C loss of the previous year is greater than 8% (provisional)
- b) When AT&C loss of the previous year is less than or equal to 8% (provisional)

However final AT&C losses will be intimated at later stage after getting losses evaluated from third party.

The methodology for calculation of incentive penalty shall be as follows:

Scenario 1: When $ATC_{pre} > 8\%$:

<p>$ATC_{change} > 0\%$ (applicable for reduction in AT&C loss)</p>	<p>Incentive = $[\{Revenue/(100 - ATC_{pre})\} - \{Revenue/(100 - ATC_{achieved})\}] * 0.30$</p>
<p>$ATC_{change} < 0\%$ (applicable for increase in AT&C loss)</p>	<p>Penalty = $[\{Revenue/(100 - ATC_{achieved})\} - \{Revenue/(100 - ATC_{pre})\}] * 0.40$</p>

Scenario 2: When $ATC_{pre} \leq 8\%$

<p>$ATC_{change} > 0\%$ (applicable for reduction in AT&C loss)</p>	<p>Incentive = $[\{Revenue/(100 - ATC_{pre})\} - \{Revenue/(100 - ATC_{achieved})\}] * 0.30$</p>
<p>$ATC_{change} < 0\%$ and $ATC_{achieved} \leq 8\%$ (applicable for increase in AT&C loss)</p>	<p>No Penalty</p>
<p>$ATC_{change} < 0\%$ and $ATC_{achieved} > 8\%$ (applicable for increase in AT&C loss)</p>	<p>Penalty = $[\{Revenue/(100 - ATC_{achieved})\} - \{Revenue/(100 - ATC_{pre})\}] * 0.40$</p>

Where:

- ATC_{achieved}** : Achieved AT&C loss% in a particular Year
ATC_{pre} : AT&C loss (%) in Base Year/ previous year, as the case may be
ATC_{change} : ATC_{pre} - ATC_{achieved}
Revenue : Revenue Collected in INR for Base Year/ previous year, as the case may be

8.3.4. The penalty, if any, shall be recovered by AVVNL from the payments due to the Agency. If the amount of penalty is more than the payments due to the Agency, the Agency shall be required to deposit the amount within a period of 10 (ten) days from the date of demand raised by AVVNL. If the Agency fails to deposit such amount within the given time, AVVNL shall invoke the Performance Security of the Agency for such amount.

8.4. Service Level Requirements and Applicable Penalties

8.4.1. The Agency shall be required to adhere to following Service Level Requirements (SLRs) for providing MBC Services in the Service Area, subject to AVVNL fulfilling its obligations relevant to the SLRs.

The SLRs shall become applicable from the Effective Date, unless mentioned otherwise. Non-Compliance of these SLRs on Agency's part shall attract the penalties as given below, which shall be calculated on monthly basis:

S. N.	Reference to	Parameter	Service Level Requirements (SLRs)	Penalty for failure to achieve stated SLRs
1	Read Meters of all Consumers, DTs & Network Nodes Electronically	HT meters read in the month as a percentage of total HT meters that should have been read in the month as per the billing cycle	100%	Rs 500 per HT meter not read
		LT-CT meters read in the month as a percentage of total LT-CT meters that should have been read in the month as per the billing cycle	99.5%	Rs 300 per LT-CT meter not read below the SLR*
		3-Phase whole current meters read in the month as a percentage of total 3-phase whole current meters that should have been read in the month as per the billing cycle	99%	Rs 200 per 3-Phase whole current meter not read below the SLR*
		Single-Phase whole current meters read in the month as a percentage of total Single-phase whole current meters that should have been read in the month as per the billing cycle	99%	Rs 100 per Single-Phase whole current meter not read below the SLR*

S. N.	Reference to	Parameter	Service Level Requirements (SLRs)	Penalty for failure to achieve stated SLRs	
2	Generate and deliver periodic bills to Consumers	% of all HT meters as per billing cycle for which bills generated out of meters read electronically	100%	Rs 5000 per bill not generated	
		% of LT-CT meters as per billing cycle for which bills generated out of meters read electronically	99.5%	Rs 1000 per bill not generated below the SLR *	
		% of 3-phase whole current meters as per billing cycle for which bills generated out of meters read electronically	99%	Rs 500 per bill not generated below the SLR *	
		% of Single Phase whole current meters as per billing cycle for which bills generated out of meters read electronically	99%	Rs 100 per bill not generated below the SLR *	
3	Collection counters#	Operational collection counters for every 10,000 consumers	1 counter per 10,000 consumers	Rs 50,000 per month for each counter less than mandatory requirement	
4	Disconnection of supply on non-payment of dues	No. of days taken to execute disconnection after minimum period specified in RERC Supply Code Regulations 2004	1 day after completion of notice period	Rs 500 per case per day of delay beyond SLR	
5	Reconnection of supply	No. of days taken to execute re-connection post-consumer qualifies for re-connection	Same day for settlement of dues upto 2 pm, else next day by 2 pm	Rs. 500 per case for every increase in one working day beyond the SLR	
6	Provide No-Current Complaint redressal	Time taken to resolve No-current complaints	<= 4 hours	For 1-Phase Consumers	Rs. 100 per hour of delay per consumer
				For 3-Phase Consumers	Rs. 150 per hour of delay per consumer
				For LT-CT Consumers	Rs. 250 per hour of delay per consumer
7	Add new Consumers, Alter connection conditions for existing Consumers	No. of days from the date of application (where no network augmentation is required)	7 Days	Rs. 1000 per case for each day of delay beyond the SLR	
		No. of Days from the completion of required augmentation works by AVVNL (Where Augmentation, extension of line etc. is required)	7 Days	Rs. 1000 per case for each day of delay beyond the SLR	
8	Meter failure	Meters failed as percent of total meters changed by Agency	1%	Rs 500 per meter failed beyond the SLR*	

S. N.	Reference to	Parameter	Service Level Requirements (SLRs)	Penalty for failure to achieve stated SLRs
9	Meter replacement	No. of days to replace the defective meter from the date of receiving information (daily MRD download for AMR meters or on the basis of meter reading or Consumer complaint for CMRI or LPR meters)	1 day	Rs 1000 per case per day beyond the SLR
10	FRT teams#	Number of FRTs	1 FRT per 20000 consumers or part thereof	Rs 2 lakh (Rs Two lakh) per month for each FRT, less than mandatory requirement.

** All numbers shall be rounded off to the nearest integer*

#Shall be applicable from the Project Implementation Date

- 8.4.2. AVVNL reserves the rights to review and revise the SLRs after 3 months of operations of the Agency post the Project Implementation Date.
- 8.4.3. In addition to SLRs mentioned in this Clause, Agency shall also be required to adhere to prevailing RERC Supply Code Regulations 2004 and Terms and Conditions of Supply 2004 and bear applicable penalties over and above the penalties applicable for SLRs in this Agreement.
- 8.4.4. Any compensation to be paid to the Consumers caused by any negligence by the Agency for its commissions and/or omissions in term of Clause 5 of this Agreement, shall be on account of the Agency.
- 8.4.5. The billing cycle for various consumers shall be prescribed and approved by AVVNL from time to time;
- 8.4.6. Penalties due on AVVNL and penalties & compensation payable to Consumers, pertaining to MBC Services, will be deducted from payments due to the Agency.
- 8.4.7. If during any preceding 6 months, the penalty imposed on the Agency for non-compliance of SLRs, is equal to or more than the average monthly invoice amount for MBC Fee, during those preceding 6 months, the same shall constitute as an Agency's Critical Event of Default, as per Clause 13.1.1.

9. Force Majeure Events

A Force Majeure or 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 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.

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 Force Majeure Event. However, if a Force Majeure Event continues for a period beyond 90 (ninety) days, either Party shall have right to terminate this Agreement by giving 30 (thirty) days written notice to the other Party.

9.1. Political Force Majeure Events

- 9.1.1 Change in law;
- 9.1.2 Expropriation or compulsory acquisition of the Project by any competent authority other than AVVNL;

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 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 Agreement or exercise of any of its rights under the Agreement by AVVNL;
- 9.2.8 Occurrence of a Major Incident;
- 9.2.9 Any event or circumstances of a nature analogous to the foregoing.

10. Performance Security

- 10.1 The Agency shall furnish and maintain valid for the term of this Agreement, a Performance Security to in the format prescribed by AVVNL in the form of an irrevocable and unconditional Bank Guarantee from any nationalized bank or Scheduled Bank for an amount of Rs. 15.00 Crore (Rs Fifteen Crore only). The Performance Security shall be governed in the manner described in this Clause.
- 10.2 The amount of Performance Security shall be increased by 8% (eight percent) annually on compounding basis during the Contract Period. The Agency shall be required to renew its Performance Security with the increased amount atleast 15 (fifteen) days before expiry date of previous Performance Security.
- 10.3 AVVNL shall have the right to invoke the Performance Security in case of non-compliance to Service Level Requirements by the Agency or for other defaults as per 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 Security on a back to back basis unless the Agency pays to AVVNL within a period of 10 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 Security is invoked in part or full by AVVNL, 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, it shall constitute as Agency's Critical Event of Default.

11. Indemnification

11.1. Indemnification by Agency to AVVNL

11.1.1. Agency during the term of this Agreement shall indemnify, defend and hold AVVNL, its officials, and consultants harmless against:

- i. All losses arising out of any acts of omissions or commission by Agency with regard to the MBC Services provided under this Agreement.
- ii. All claims /proceedings /actions / suits against AVVNL made by any third party for any act of commission or omission by Agency under this Agreement.
- iii. All monetary obligations or losses or implications arising out of such action of Agency in the nature of costs, expenses or damages and in such an event 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 MBC Assets and the obligation of 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 the Agency pertaining to the MBC Services under this Agreement.
- vi. Any penalty imposed on account of non-compliance as stated hereinabove.

11.1.2. This Indemnification shall survive the Contract Period, and extension made by AVVNL.

11.2. Indemnification by AVVNL to Agency

AVVNL shall indemnify, defend and hold Agency harmless against acts of commission or omission in the Service Area by AVVNL prior to the Effective Date and for services not covered under MBC Services of the Agency.

11.3. Procedure for Claiming Indemnity

Third Party Claims

- 11.3.1. Where either Party is entitled to indemnification from the other Party pursuant to Clause 11.1 or Clause 11.2, it shall promptly notify the other Party of such claim, proceeding, action or suit referred to in Clause 11.1 or Clause 11.2 in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practical 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 the indemnifying Party may choose to contest, defend or litigate such claim, action, suit or proceedings.
- 11.3.2. 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.
- 11.3.3. 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.
- 11.3.4. 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 Agency at its own discretion shall insure the MBC Assets created by it during the term of this Agreement in its own name, with the provision that the insurance shall be transferred in AVVNL's name at the time of expiry of the Contact Period or early termination of the Agreement.
- 12.2 Agency shall also obtain and keep in effect all insurances required under the applicable Laws and Prudent Utility Practices.

13. Events of Default

13.1. 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 of its substantial obligations under this Agreement, shall constitute an Agency's Event of Default:

13.1.1. Critical Event of Default

Following shall constitute Critical Events of Default of Agency:

- i. Failure to deposit the entire revenue collected from Consumers within the Service Area in the designated bank account of AVVNL within 2 (two) working days of collection.
- ii. Failure to complete the activities specified in Clause 5.1 within the Project Implementation Period.
- iii. Reporting inconsistencies in energy/ revenue accounting or in MIS reports, if observed during periodic/ unscheduled inspection.
- iv. Failure to maintain Performance Security as per the terms of the Agreement.
- v. Failure to take over/ commence MBC Services as per the terms of the Agreement.
- vi. Failure to abide by Laws and regulation as may be applicable to the MBC Services.
- vii. Engagement in corrupt practice or/and fraudulent practice in executing the Agreement and providing MBC Services during the Contract Period.
- viii. Unlawful repudiation of the Agreement or otherwise expression of an intention not to be bound by this Agreement.
- ix. Any representation or warranty made by the Agency during the Bid Process and Contract Period of the Agreement found to be false or misleading at any stage of bidding, thereafter or during subsistence of the Agreement.
- x. Indulgence in any malpractice or corrupt practice or fraudulent practice(s).

- xi. A resolution for winding up has been passed by the majority shareholders of the Agency or bankruptcy proceedings have been initiated against the Agency, which has not been stayed or quashed within sixty (60) days of initiation of the proceedings.
- xii. If Selected Bidder had given wrong information about qualification criteria or misrepresented the qualification criteria while submitting the bid.
- xiii. If penalty imposed on the Agency during any of the preceding 6 months, for non-compliance of SLRs, is equal to or more than the average monthly MBC Fee payable, during those preceding 6 months.
- xiv. Any other incident defined as Agency's Critical Event of Default in this Agreement.
- xv. Continuation of a Non-Critical Event of Default leading to issuance of a Critical Event of Default Notice by AVVNL as per Clause 15.2 to the effect that the Non-Critical Event of Default has now become a Critical Event of Default.

13.1.2. Non-critical Event of Default

Following shall constitute Non-critical Event of Default of the Agency:

- i. Failure to comply with material terms and conditions, as applicable under this Agreement.
- ii. Non-compliance of SLRs laid down by RERC/ AVVNL and other concerned statutory authorities for MBC services, for a period of any 3 months during the immediately preceding 6 months.
- iii. Failure on account of the Agency to comply with all the relevant labour laws.
- iv. Failure to comply with Prudent Utility Practices as per terms of the Agreement
- v. Non-compliance of reasonable directives issued by Managing Director, AVVNL.
- vi. Failure to execute/ provide MBC Services other than those covered in Critical Event of Default.
- vii. Any other incident defined as "Non-Critical Event of Default" in this Agreement.

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 Agency of its substantial obligations under this Agreement, shall constitute an AVVNL Event of Default:

13.2.1. Critical Event of Default

- i. Expropriation or compulsory acquisition of the Project by AVVNL or repudiation of the Agreement by AVVNL without any valid reason or without any deficiencies in the services provided by the Agency.
- ii. AVVNL fails to pay MBC Fee to the Agency consecutively for two (2) months without any valid reason or without any deficiencies in the MBC Services provided by the Agency.
- iii. Continuation of a Non-Critical Event of Default leading to issuance of a Critical Event of Default Notice by Agency as per Clause 15.4 to the effect that the Non-Critical Event of Default has now become a Critical Event of Default.

13.2.2. Non-Critical Event of Default

Breach of any other material terms and conditions by AVVNL under this Agreement, for a consecutive period of thirty (30) days.

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/ Agency 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 for amicable settlement with two persons nominated by each Party ("Committee"). The disputes or differences arising under this Agreement shall be referred for resolution to such Committee, which shall communicate its decision within thirty (30) days.
- 14.2.4 In case of non-settlement of dispute by the Committee, such dispute or differences shall be referred for decision to a high level committee constituted by Managing Director, AVVNL and the Head, Agency (High Level Committee), 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 as above 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 a second 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 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 8 can be disputed by AVVNL; however, AVVNL shall remit the payment of such portion of the invoice which is not under dispute and shall withhold the payment of the disputed portion. AVVNL and the Agency shall expeditiously enter into consultation for the settlement of the disputed portion within an agreed timeframe which in any case shall not exceed 30 (thirty) days from the date of entering into dispute.

14.3.2 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 outstanding portion, with simple 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. Termination of the Agreement

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

15.1. On the occurrence of Agency's Non-Critical Event of Default

15.1.1 On the occurrence of Agency Non-Critical Event of Default, AVVNL shall issue a Non-Critical Event of Default Notice to Agency.

15.1.2 Agency shall remedy/mitigate such Default within a period of 30 (thirty) days, which may be extended (at the discretion of AVVNL), from the date of issuance of Non-Critical Event of Default Notice.

15.1.3 In case Non-Critical Event of Default is not remedied/mitigated within the time-period as specified hereinabove or the extended period, AVVNL shall issue a Critical Event of Default Notice to Agency elaborating the continuity of Non-Critical Event of Default and its escalation into Critical Event of Default.

15.2. On the occurrence of Agency's Critical Event of Default

- 15.2.1 On the occurrence of Agency Critical Event of Default, AVVNL shall issue a Critical Event of Default Notice to Agency.
- 15.2.2 The Agency shall remedy/mitigate, Critical Events of Default as specified in Clauses 13.1.1, within a period of thirty (30) 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. However, Damages of an amount calculated @ 0.1% (zero point one percent) of the Performance Security shall be levied on the Agency for each day from the date of issue of Critical Event of Default Notice to the Agency till the date of remedy by the Agency.
- 15.2.3 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 Notice of Termination to the Agency elaborating its failure in remedying/ mitigating the Critical Event of Default and proceed for termination of the Agreement.
- 15.2.4 It is expressly agreed that both the parties shall continue to perform their respective obligations until the serving of Notice of Termination, whereupon this Agreement shall terminate on date of such notice.

15.3. On the occurrence of AVVNL's Non-Critical Event of Default

- 15.3.1 On the occurrence of AVVNL's Non-Critical Event of Default, Agency shall issue a Non-Critical Event of Default Notice to AVVNL.
- 15.3.2 AVVNL shall remedy/mitigate such Default within a period of 30 (thirty) days, which may be mutually extended, from the date of issuance of Non-Critical Event of Default Notice.
- 15.3.3 In case Non-Critical Event of Default is not remedied/mitigated within the time-period as specified hereinabove or the extended period, Agency shall issue a Critical Event of Default Notice to AVVNL elaborating the continuity of Non-Critical Event of Default and its escalation into Critical Event of Default.

15.4. On the occurrence of AVVNL's Critical Event of Default

- 15.4.1 On the occurrence of AVVNL's Critical Event of Default, Agency shall issue a Critical Event of Default Notice to AVVNL.
- 15.4.2 AVVNL shall remedy/mitigate Critical Events of Default as specified in Clauses 13.2.1 within a period of thirty (30) 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 with mutual consent.

15.4.3 In case Critical Event of Default as specified in Clause 13.2.1. is not remedied/mitigated within the time-period as specified above or within the extended period as the case may be, Agency may issue a Notice of Termination to the AVVNL elaborating its failure in remedying/ mitigating the Critical Event of Default and proceed for termination of the Agreement.

15.4.4 It is expressly agreed that both the parties shall continue to perform their respective obligations until the serving of Notice of Termination, whereupon this Agreement shall terminate on date of such notice.

15.5. Consequences of Termination

15.5.1. Consequences of Termination for Agency Event of Default

- a) Without prejudice to the other rights of AVVNL in case of termination, Agency shall pay all the dues payable to AVVNL, if any, on the date of termination. Agency shall make payments to other parties only after it has made all due payments to AVVNL. Termination Payments to the Agency shall be made as per provisions of Clause 17 of the Agreement.
- b) AVVNL shall invoke the Performance Security.
- c) AVVNL unconditionally reserves the right to claim from Agency any costs, expenses or loss that it may have incurred by reason of breach or failure on the part of Agency to observe and perform any of the terms and conditions of the Agreement.
- d) On termination of this Agreement, 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) Agency shall furnish a certificate of non-encumbrance to claim the Termination Payment as per Clause 17.

15.5.2. Consequences of Termination for AVVNL Event of Default

Without prejudice to the other rights of the Agency in case of termination, AVVNL shall pay all the dues payable to the Agency on the date of termination as per Clause 17.

16. Step In Rights of AVVNL

16.1. Step-in Rights of AVVNL in case of Event of Default after serving of Notice of Termination by either Party

16.1.1 AVVNL or its Designate(s) shall be entitled to immediately enter any and/or all of the Service Area to take over MBC Services.

16.1.2 Agency shall transfer all the MBC Assets to AVVNL brought in as a part of the Project Implementation in the Service Area.

16.1.3 Agency shall be obliged to extend transition assistance for a period of sixty (60) days from the serving of such Notice of Termination, failing which the costs and expenses incurred by AVVNL on the account of such assistance not being provided by Agency, shall be recovered from the Termination Payment admissible to Agency.

16.2. Step-in Rights of AVVNL in the event of abandonment by Agency

16.2.1 In the event of abandonment by the Agency under Clause 3.3, AVVNL or its Designate(s) shall be entitled to immediately enter the Service Area and to take over MBC Services, at its own level or through other external agency as deemed appropriate by it.

16.2.2 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.

16.2.3 AVVNL shall have the right to forfeit and invoke the Performance Security.

16.2.4 All MBC Assets of Agency in the Service Area shall stand transferred to AVVNL.

16.2.5 However, the liability of meeting the repayment obligations on account of financing arrangements for MBC Assets shall lie with the Agency.

16.2.6 The lenders to the Project shall be entitled to bring in an eligible agency in place of the original Agency, subject to approval from AVVNL. Such eligible agency shall take over the Service Area with the same rights and obligations, applicable from Effective Date, as were vested with the original Agency.

17. Termination Payments

In the event of termination of the Agreement due to continued Force Majeure Event under Clause 9 or an Event of Default under Clause 13 by either of the Party (AVVNL or the Agency), AVVNL shall, upon taking over the MBC Assets created by the Agency, pay to the Agency the following Termination Payments:

17.1. Termination Due to 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 Terminal Value at the time of termination as illustrated in Clause 17.4.

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

17.2.1 Before the Effective date:

- i. AVVNL shall forfeit the Performance Security furnished by the Agency and no payments shall be made to the Agency for the MBC Assets deployed till the time of termination.

17.2.2 After the Effective date:

- i. AVVNL shall forfeit the Performance Security furnished by the Agency.
- ii. AVVNL shall pay to the Agency by way of Termination Payment an amount equal to as per RERC norms of the terminal value at the time of termination.

17.3. Termination Due to 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 100% (one hundred percent) of the Terminal Value at the time of termination as illustrated in Clause 17.4.

17.4. Terminal Value of MBC Assets

17.4.1 The Terminal Value shall be calculated as per the following formula:

$$MBC \text{ Fee for year } 1 * \text{Consumers Billed in preceding month} * 12 * 10 * (1 - 0.0528 * N) * 0.5$$

Where "N" stands for no. of completed years (rounded off upto 2 decimal places) of operation starting from Effective Date till date of termination.

Illustration of the calculations is as given under:

- a) Assumed MBC Fee for year-1 = Rs 10 per Consumer Billed per month.
- b) Assumed Effective Date = 15th September, 2017
- c) Assumed date of termination = 20th October, 2025

d) Hence, no. of completed years of operation = 8.10 years

e) Assumed Consumers Billed in preceding month i.e. September 2025 = 65000

Therefore, Terminal Value = Rs $10 * 65000 * 12 * 10 * (1 - 0.0528 * 8.10) * 0.50 = Rs 2.23 Crore$

18. Handing over of MBC Assets

- 18.1. The Agency, upon expiry of the Contract Period or upon termination of this Agreement, shall handover the entire MBC Assets and the infrastructure created (Billing System, meters & associated equipment, hardware, Consumer database/ billing related records/ MIS/ archives, CCF's hardware and any other relevant data/ documents/ assets, etc) to AVVNL.
- 18.2. In case of expiry of the Agreement due to efflux of time, the MBC Assets shall be handed over to AVVNL at no cost to AVVNL and AVVNL shall release the Performance Security to the Agency, after adjustment of dues if any.

19. Miscellaneous Provisions

- 19.1 AVVNL shall refrain from interfering with the Agency in exercising of its rights or the performance of 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 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, in respect of management of all matters related to 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 Agency.
- 19.4 Both the parties shall duly appoint their respective Representatives and the disputes or differences arising out of the execution of this Agreement shall be dealt with by them. The Representative shall be of the rank of Director or above from AVVNL and a person of the rank of Executive Director or above from 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 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 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 Agency may depute a reasonable number of its employees to be trained on such new systems and processes.
- 19.6 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.
- 19.7 The language of communication between the Parties shall be English only.
- 19.8 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 to the Agency.

20. General Provisions

20.1. Notices

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

For Ajmer Vidyut Vitran Nigam Ltd.

Officer-In-Charge:

Phone:

Fax:

E-Mail:

For Agency

Officer-In-Charge:

Phone:

Fax:

E-Mail:

For Disputes & their Resolution

For Ajmer Vidyut Vitran Nigam Ltd.

Chairman/ Managing Director/ Member:

Phone:

Fax:

E-Mail:

For Agency

Executive Director (Operations)

Phone:

Fax:

E-Mail:

20.2. Service of Notice

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 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

(Signature with Seal)

Name_____

Designation_____

Witness:

Signature_____

Name_____

Designation_____

For and on behalf of Agency

(Signature with Seal)

Name_____

Designation_____

Witness:

Signature_____

Name_____

Designation_____

For and on behalf of Selected Bidder

(Signature with Seal)

Name_____

Designation_____

Witness:

Signature_____

Name_____

Designation_____

Appendix to MBC Service Agreement

Table 1: Organizational Structure of Bhilwara City Electricity Distribution System

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

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	164.582

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

33/11 Kv Transformer Capacity	Nos.	MVA
10 MVA	NIL	-
8 MVA	7	56
7.5MVA	NIL	-

33/11 Kv Transformer Capacity	Nos.	MVA
5 MVA	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

S. N.	Parameter	Nos.	MVA
12	16 KVA	45	720
13	40 KVA	25	1000
14	10 KVA	4	40
	Total	1536	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	467.66	427.98	8.49	3331.941	3337.763	100.17

* The audited data by Third Party Audit Agency shall be used for determining AT&C targets for next year and calculation of incentive/ penalty for the Agency.

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	39732	89437	97819
Non-Domestic	54432	40272	59249	62030
Public Street Light	2001	7203	7782	7520
Agriculture (Metered)	1462	1064	1922	2059
Agriculture (Flat)	0	0	0	0
Small Industry	9429	13335	9202	7298
Medium Industry	20497	28808	19690	13739
Large Industry	256	0	0	0
Public Water Works (S)	1503	2107	1606	1521
Public Water Works (M)	149	200	149	127
Public Water Works (L)	0	0	0	0
Mixed Load / Bulk Supply	1284	1546	1356	1144
Electric Traction	0	0	0	0
Total	169988	134267	190393	193257

Table 7: Category wise Unit Sales (LUs) 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	1.39

Table 11: Types of Meters Installed in Bhilwara City (FY 2015-16)

Sl. No.	Type of Meter	No. of Consumers	
		Effective (Total)	Regular
1	Single Phase Direct Connected	79251	69257
2	Three Phase Direct Connected	10480	7263
3	Three Phase LT CT Connected LT Meters	1411	722
4	Three Phase CT PT Connected HT Meter	417	236
5	Prepaid Meters	73	73

Table 12: Average Consumptions (in kWh) in Bhilwara City (FY 2015-16)

Sl. No.	Average Consumption (kWh per month)	No. of Consumers
1	0-100	35024
2	101-200	22454
3	201-500	15604
4	>500	4355

Table 13: Connected Load (in kWh) in Bhilwara City (FY 2015-16)

Sl. No.	Connected Load (kW)	No. of Consumers	
		Effective (Total)	Regular
1	0-5	79773	67235
2	5-10	7441	7270
3	>10	4345	3023

Table 14: Payment Transaction in Bhilwara City (FY 2015-16)

Sl. No.	Payment Transaction Mode	Average No. of Consumers (Nos)	Amount (INR)
1	Cash	65881	745.27
2	Cheque	2587	1935.55
3	Digital / Online Payment	8800	169.46

Table 15 (a): Consumers billed on monthly basis as per MIS for December 2016

S.NO.	CATEGORY	REGULAR		PDC	TOTAL
		LIVE/ CURRENT RUNNING	DC		
1	DL	33705	448	5397	39550
2	NDS	7046	253	5324	12623

S.NO.	CATEGORY	REGULAR		PDC	TOTAL
		LIVE/ CURRENT RUNNING	DC		
3	PSL	262	2	20	284
4	AGM	222	1	218	441
5	AGF	0	0	0	0
6	AGN	0	0	0	0
7	AGP	0	0	0	0
8	SIP	878	10	790	1678
9	MIP	207	0	426	633
10	HT	166	0	57	223
11	SWW	324	0	76	400
12	MWW	1	0	3	4
13	HWW	2	0	0	2
14	ML	28	3	22	53
		42841	717	12333	55891

Table 15 (b): Consumers billed on monthly basis as per MIS for January 2017

S.NO.	CATEGORY	REGULAR		PDC	TOTAL
		LIVE/ CURRENT RUNNING	DC		
1	DL	30722	607	5552	36881
2	NDS	8131	416	5427	13974
3	PSL	265	0	20	285
4	AGM	343	11	220	574
5	AGF	0	0	0	0
6	AGN	0	0	0	0
7	AGP	0	0	0	0
8	SIP	881	83	804	1768
9	MIP	206	6	428	640
10	HT	166	2	57	225
11	SWW	328	23	78	429
12	MWW	0	1	3	4
13	HWW	2	0	0	2
14	ML	25	0	22	47
		41069	1149	12611	54829

Table 16: Input and Crossover Points Made in Bhilwara City (FY 2015-16)

Sl. No.	Technical Detail	Number
1	Input Points	75
2	Crossover Points	26

Annexure-2 Format for Performance Security

Performa of Performance Security

{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.: (LoA 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 MBC Service 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 “Agency”), a Bank Guarantee for a sum of Rs _____ valid for a period of _____ from....., as required to be furnished by the Agency, 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 (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 (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 (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 Agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (Date 3 months after the expiry of Bank Guarantee), we shall be discharged from all liability under this guarantee thereafter.
5. We, the (name of the Bank) further agree with 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 Agency from time to time or to postpone for any times or from time to time only of the powers exercisable by AVVNL against the 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 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.

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

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

Dated, the day of 2017

Witness:

- 1.
- 2.

For

(name of the Bank)