

Request for Proposal (RFP) Document



Appointment of Independent Auditor for Audit of
Operations of Metering, Billing and Collection (MBC)
Agency in Bhilwara City under AVVNL

Tender No. : TN-06/2018

Issued by:

Chief Engineer (T&S-CSS)

Ajmer Vidyut Vitran Nigam Limited (AVVNL)

Vidyut Bhawan
Makarawali Road, Panchsheel Nagar
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Disclaimer

1. This RFP document is not confidential & non-transferable.
2. Ajmer Vidyut Vitran Nigam Limited (AVVNL) is a statutory body constituted in year 1999 from the erstwhile Rajasthan State Electricity Board and has been engaged in distribution of electricity in the eastern part of the State of Rajasthan.
3. Although AVVNL has taken adequate care while preparing the RFP document, however, the Bidders shall satisfy themselves that document is complete in all respects. If noticed, Bidders shall intimate any discrepancy in the RFP document to office of the undersigned within 5 days from the date of issuance of the RFP document. If no intimation is received from the Bidders within the stipulated period, it shall be assumed that the RFP document is complete in all respects and fulfil the expectations of the Bidders.
4. AVVNL may modify, amend or supplement any aspect of this RFP document, including selection process and evaluation criteria, if deemed necessary by it or the same is required under law. Further, AVVNL or its authorized officers reserve the right, without prior notice, to change the selection procedure and the delivery of information at any time before submission of bids without assigning any reasons thereof. However, such change shall be posted on AVVNL's and other relevant website i.e. www.AVVNL.com and Rajasthan e-Procurement website i.e. <http://eproc.rajasthan.gov.in>
5. This document is not intended to provide basis of any investment decision to be made by any Bidder. Each prospective Bidder must make his own independent assessment of the project, baseline parameters and ground conditions at his own cost. AVVNL, nor its employees, consultants, advisors accept any liability or responsibility for the accuracy or completeness of, nor make any representation or warranty, express, or implied, with respect to the information contained in the RFP, or on which the RFP is based, or any other information or representations supplied or made in connection with the Selection Process.
6. Nothing in the RFP should be relied on, as a promise or representation as to the future.
7. AVVNL, its officers, employees and consultants have made best efforts to provide as accurate and reliable information as possible. However, before submitting their bids, the Bidders are expected to independently assess, verify and validate the information/data provided in the RFP.
8. AVVNL, its officers, employees and consultants have no responsibility for authenticity of the information/data hence shall not be held liable for any possible omission, misrepresentation, mistake or error in the information/data provided in the RFP and MBC Agreement and consequences thereof.
9. AVVNL reserves the right to annul the bid process and/or reject any or all of the Bids submitted in response to this RFP document at any stage without assigning any reasons whatsoever. In such cases AVVNL will refund the earnest money deposit and cannot be subjected to any liability whatsoever due to such rejection/cancelation.


Summary Sheet

Project summary	Appointment of Independent Auditor for Audit of Operations of Metering, Billing and Collection (MBC) Agency
Franchisee Area	Bhilwara City of AVVNL
RFP Document Availability (Start/End Date)	Document can be downloaded from http://eproc.rajasthan.gov.in , http://AVVNL.com , http://www.sppp.rajasthan.gov.in Start Date : 17-02-2018 End Date : 20-03-2018 upto 5:00 PM only
Pre-bid Meeting Date, Time & Venue	27-02-2018 at 3:00 PM at Vidyut Bhawan, Makarwali Road, Panchsheel Nagar, Ajmer-302005, Rajasthan
Bid to be Addressed to	"The Chief Engineer (T&S-CSS), AVVNL, Ajmer"
Last Date & Time of Submission of Online Bids	20-03-2018 upto 5:00 PM only
Last Date, Time & Venue for Submission of EMD, Tender Fee, RISL Processing	20-03-2018 upto 5:00 PM only Office of Sr. Accounts Officer (EA & Cash) Ajmer Vidyut Vitran Nigam Limited (AVVNL) Vidyut Bhawan, Makarwali Road, Panchsheel Nagar, Ajmer (Rajasthan) - 305004, Rajasthan, India
Due Date of Bid Opening	Part - I : Technical Bid 21-03-2018 at 03:00 PM Part - II : Price Bid of the technically qualified bidders on a date and time to be intimated after the technical bid evaluation
Place of Bid Opening	Office of Chief Engineer (T&S-CSS), AVVNL, Ajmer
Telephone No.	(+91)-1452644551
Fax No.	(+91)-145-2644525
Web-site	http://energy.rajasthan.gov.in/avvnl
Email address	Ceproject0145@gmail.com
Earnest Money Deposit (EMD)/ Bid Security	Rs. 4Lakhs (Rupees Four Lakh Only) by the crossed Demand Draft in favour of "Sr. Accounts Officer (EA & Cash), AVVNL" payable at Ajmer.
Tender Document Fee	Rs 2950/- (inclusive of 18% GST i.e. Rs. 450/-) by the crossed Demand Draft in favour of "Sr. Accounts Officer (EA & Cash), AVVNL" payable at Ajmer.
RISL Processing Fees	Rs 1180/- (inclusive of 18% GST i.e. Rs. 180/-) by the crossed Demand Draft in favour of "Managing Director, RISL" payable at Jaipur.

1. INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (NIT)

- 1.1. Ajmer Vidyut Vitran Nigam Limited (AVVNL), herein also referred to as “Purchaser”/ “Discom” invites proposals from reputed, competent and professional consultancy firms, which meet the minimum eligibility criteria as specified in this bidding document for appointment of Independent Auditor for audit of operations of Metering, Billing and Collection (MBC) Agency in Bhilwara City in AVVNL.
- 1.2. The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in>, for the purpose of downloading.
- 1.3. Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 1.4. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 1.5. A two-part three envelope / cover selection procedure shall be adopted.
- 1.6. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, Demand Drafts (DD) for Tender Fees, e-Tender Processing Fees and EMD should be submitted physically at the office of Tendering Authority as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.
- 1.7. AVVNL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 1.8. Bidders are also advised to refer “Bidders Manual Kit” available at e-Proc website for further details about the e-tendering process.
- 1.9. Please note that a pre-bid meeting of prospective bidders is scheduled as per the details specified in NIT below. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ Bidding document.
- 1.10. No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder.

NOTICE INVITING TENDER

	<p>Ajmer Vidyut Vitran Nigam Limited Office of the Chief Engineer (T&S-CSS) Vidyut Bhawan, Makarwali Road, Panchsheel Nagar, Ajmer-305004 E-mail: ceproject0145@gmail.com Website: http://www.AVVNL.com</p>
<p>E-procurement Tender Notice - e-tenders are invited for Appointment of Independent Auditor for audit of operations of Metering, Billing and Collection Agency in Bhilwara City. Details of the Tenders are given below:</p>	
RFP Document Availability (Start/End Date)	Document can be downloaded from http://eproc.rajasthan.gov.in , http://energy.rajasthan.gov.in/avvnl , http://www.sppp.rajasthan.gov.in Start Date : 17-02-2018 End Date : 20-03-2018 upto 5:00 PM
Date, Time and Place of Pre-Bid Conference	Date : 27-02-2018 Time : 03:00 PM Venue : Vidyut Bhawan, Makarwali Road, Panchsheel Nagar, Ajmer-305004
Manner, Last Date & Time for Submission of Bids (Bid Due Date)	Manner : Online at e-Procurement website http://eproc.rajasthan.gov.in Last Date : 20.03.2018 Time : upto 5:00 PM Only
Submission of Original DD for EMD, Tender Document Fee & RISL Processing Fee	Date : 20.03.2018 Time : upto 5:00 PM Only Venue : Office of the Sr. Accounts Officer (EA &Cash)
Date, Time and Venue of Technical Bid Opening	Date : 21.03.2018 Time : 3:00 PM Venue : Office of the Chief Engineer (T&S-CSS)
Date, Time and Venue of Financial Bid Opening	Shall be intimated to the Technically Qualified Bidders at appropriate time.
Earnest Money Deposit (EMD)	Rs. 4 Lakhs (Rupees Four Lakh Only) by the crossed Demand Draft in favour of " <u>Sr. Accounts Officer (EA & Cash), AVVNL</u> " payable at Ajmer.
Tender Document Fee	Rs 2950/- (inclusive of 18% GST i.e. Rs. 450/-) by the crossed Demand Draft in favour of " <u>Sr. Accounts Officer (EA & Cash), AVVNL</u> " payable at Ajmer.
RISL Processing Fees	Rs 1180/- (inclusive of 18% GST i.e. Rs. 180/-) by the crossed Demand Draft in favour of " <u>Managing Director, RISL</u> " payable at Jaipur.
Note:	1. All eligible interested bidders are required to get enrolled on e-Procurement website http://eproc.rajasthan.gov.in/nicgep/app . 2. AVVNL shall not be responsible for non-submission of Bids due to internet/website related problems.
<p>Chief Engineer (T&S-CSS), AVVNL</p>	

2. ABBREVIATION (S) & DEFINITION (S)

In this bid document (including all the appendices), unless the context otherwise requires, the terms given below shall have the following meanings assigned to them:

Agreement	The Agreement to be signed between the successful bidder and AVVNL
Affiliates	“ Affiliates ” means with respect to a Person, any Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person. “ Control ” and, with correlative meanings, the terms “ controlled by ” and “ under common control with ” mean (a) the power to direct the management or policies of a Person, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, resolution, regulation or otherwise, or (b) owning more than 50% of the outstanding voting securities or other ownership interest of such Person. “ Person ” means any juristic person.
Authorized Signatory	The bidder’s representative/officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective bidding firm.
Assignment	Projects undertaken post 1 st April 2011. Projects started before, but continuing or completed post 1 st April 2011 will also be considered as an ‘ Assignment ’. For a project to be considered an Assignment, documents as referred to in Clause 4 related to Pre-Eligibility Criteria shall be submitted.
Bidder / Tenderer	“ Bidder ” means any firm/ auditing/advisory agency/company/vendor, or a sole bidder responding to Invitation for Bids / Request for Proposal / Notice Inviting Tender and which is participating in the Bid
Bidding Consortium	“ Bidding Consortium ” shall refer to every Consortium Member individually and collectively.
Bidding /Tender Documents	“ Bidding / Tender Documents ” refers to this RFP.
CMC	Contract Monitoring Committee

Coercive Practices	“Coercive Practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a bidding process, or affect the execution of a contract.
Collusive Practices	“Collusive Practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of AVVNL, designed to influence the action of any party in a bidding process or the execution of a contract.
Company or Companies	“Company” or “Companies” shall refer to a company within the meaning of the Companies Act, 1956/2013;
Consumer	“Consumer” will have the same meaning as that of “consumer” defined in the Electricity Act 2003 i.e. any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under the Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be.
Consulting Firm/ Independent Auditor	“Consulting Firm” or “Independent Auditor” means the successful bidder appointed as a result of this RfP for the purpose of independent audit of the operations of the MBC Agency
Contract	The “Contract” means a legally enforceable agreement entered into between AVVNL and the selected bidder with mutual obligations.
Contract Price	“Contract Price” means the price payable to the Consulting Firm as specified in the Contract, subject to such adjustments & additions thereto or deductions there from, as may be made pursuant to the Contract.
Corrupt Practice	“Corrupt Practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the bidding process or the execution of a contract.
CPC	Centralised Payment Cell
Day	“Day” means a Calendar day

Discom	“Discom” means Ajmer Vidyut Vitran Nigam Limited (AVVNL)
EMD/Bid Security	Earnest Money Deposit
GoR	Government of Rajasthan
GST	Goods and Service Tax which may be levied during the currency of the contract subject to gazette notification.
INR	Indian Rupee
ITB	Instruction to Bidders
LD	Liquidated Damages
Lol	“Letter of Intent” or “LOI” shall mean the letter to be issued by AVVNL to the Bidder who has been identified as the selected/successful Bidder for the award of the Contract.
MBC Agency	The Agency appointed for providing Metering, Billing and Collection (MBC) and other associated services in the MBC Area. In this case being M/s Secure Metering and Services (Bhilwara) Pvt Ltd.
MBC Agreement	The Agreement signed between the AVVNL and MBC Agency for providing MBC and other associated services in the MBC Area
MBC Area	The area where the activity of Metering, Billing and Collection and other associated services are carried out by the MBC Agency. In this case being Bhilwara City of AVVNL
MIS	Management Information System
Month	Month refers to calendar month
NIT	Notice Inviting Tender
PAN	Permanent Account Number
Parastatal	Organizations Owned or Controlled, wholly or partially by the government
PBG	Performance Bank Guarantee
Procuring Entity/Purchaser/ Tendering	Person or entity that is a recipient of the works and services provided by the Selected Bidder under an Agreement or Contract.AVVNL and the MBC

Authority/Buyer/ Employer/Discom	Agency are jointly considered in this RFP document.
Project	“Project” refers to the independent audit of the operations of the MBC Agency as detailed under the Scope of Work in this RfP.
PSD	Performance Security Deposit
“Qualifying Requirement”, “Qualification Requirement” or “QR”	“Qualifying Requirement” or “QR” refers to the preliminary requirements which must be satisfied by a Bidder to participate in the bidding process initiated by this RFP.
Services	“Services” means the services to be delivered by the successful bidder/ Independent Auditor and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good. It involves all the services mentioned in “Scope of Work” .
SOW	“Scope of Work” or “SOW” refers to the detailed responsibilities of the Consulting Firm and AVVNL vis-à-vis the Project, to be fully detailed in the Contract in conformity with the works/responsibilities identified in this document as “SOW”
State Government	Government of Rajasthan
TC	Technical Committee
TIN	Tax Identification Number
VAT	Value Added Tax
WO/ PO	Work Order/ Purchase Order

3. BACKGROUND

3.1 Thematic Focus

AVVNL has entered into a MBC Agreement with M/s. Secure Meters and M/s. Secure Metering and Services (Bhilwara) Pvt Ltd an SPV formed by M/s. Secure Meters Ltd. for providing MBC Services in Bhilwara City (MBC Area) of AVVNL.

As per the terms of the MBC Agreement, AVVNL and M/s. Secure Metering and Services (Bhilwara) Pvt. Ltd intend to jointly engage an independent auditor for conducting audit of various activities and parameters envisaged under the MBC Agreement signed by them.

3.2 Project Objectives and Benefits

For and on behalf of the AVVNL and the MBC Agency, the undersigned invites Bid through open & transparent e-procurement system in two Part bidding system from the eligible Firms which meet the qualification requirement mentioned in the RfP document for “Appointment of Independent Auditor for audit of operations of MBC Agency in Bhilwara City of AVVNL”. The MBC Agreement & other details are available in the office of CE (T&S-CSS), AVVNL, Ajmer which may be available for due diligence.

4. Qualification Requirement / Eligibility Criteria

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

Sl No.	Qualification Requirement	Document Required
General Requirement		
1	The bidder must be a company, registered under the Companies Act, 1956/2013 or a partnership firm registered under Partnership act.	Self-attested copy of the Certificate of Incorporation/Registration Certificate / Certificate of Commencement of Business.
2	The bidder is having unblemished record and must not be blacklisted or is not declared ineligible for corrupt & fraudulent practices by any State/ Central Government/ PSU/ Financial Institutions/Multilateral Funding Agencies & is not blacklisted	The bidder should provide an undertaking (self-certificate) that the bidder is having unblemished record and is not blacklisted and is not declared ineligible for corrupt & fraudulent practices by any State/ Central Government/ PSU/ Financial

Sl No.	Qualification Requirement	Document Required
	and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Financial Institutions/Multilateral Funding Agencies on the date of Bid Submission.	Institutions/Multilateral Funding Agencies & is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Financial Institutions/Multilateral Funding Agencies on the date of Bid Submission.
Technical Qualification Requirement		
3	The Bidder must have experience(minimum of 1 year successfully completed) of Audit/Advisory for at least three (3) distribution utilities in 3 different states in India during last 5 years (2012-13 to 2016-17) each valued at least Rs. 50 lakhs for.	<p>a) <i>Copy of work order(s) mentioning the nature of work,</i> AND</p> <p>b) <i>In case of completed 'Assignments' - copy of completion certificate against the submitted work order(s) / Copy of Final invoice raised by the bidder along with TDS Certificate issued by the CA and Undertaking by authorized signatory stating completion of the assignment(s) in absence of completion certificate.</i> OR</p> <p>c) <i>In case of ongoing 'Assignments': Certificate issued by the respective Central/State/Private utility stating the quantum of work completed and the tenure to complete such work along with the satisfactory performance report for the completed tenure from the utility / Copy of Final invoice raised by the bidder along with TDS Certificate issued by CA and Undertaking by authorized signatory stating the quantum of work completed and the tenure to complete such work (s).</i></p>

Sl No.	Qualification Requirement	Document Required
Financial Requirement		
5	The Bidder should have minimum average annual turnover of INR 20 crores (Twenty Crores only) in best three of last five financial years i.e. 2012-13 to 2016-2017.	Copy of annual audited balance sheet and profit & Loss statement for the financial year, along with CA certificate indicating turnover during last five financial years, i.e., financial year 2012-13 to 2016-2017
6	The Bidder should have positive net worth in each of the last three financial years (i.e. 2014-15, 2015-16 & 2016-17).	CA Certificate indicating net worth of the company during the last three financial years (i.e. 2014-15, 2015-16 & 2016-17).

- 4.2 Consortium is not allowed to participate in this bidding.
- 4.3 Bidder shall not be involved in any audit assignment with the MBC Agency or its parent Company or any subsidiaries of the parent Company.
- 4.4 Bidder will not hide any such public information related with their integrity, which may cause disrepute to AVVNL for its association with the bidder.

5. Manpower deployment

5.1. Team composition

The bidder is required to complete the work by deploying at the minimum the following key personnel. The table gives the expected number of person(s) with their qualifications in each position required by AVVNL:

Sl No	Position	Resources (Nos.)	Required Qualification
1	Project Manager (Discom Level)	1 <i>(To be available in Ajmer office for 5 working days in every month and Project Manager shall be present in all meetings pertaining to MBC-Bhilwara / commitments as intimated by the Purchaser with prior notice.)</i>	Education: MBA/PGDBM/PGDM/PGDBA (Finance)/ Chartered Accountant. Experience: At least 7 years of experience in power distribution sector.

Sl No	Position	Resources (Nos.)	Required Qualification
2	Project In charge (Discom Level)	1 (Stationed in Ajmer office on all working days)	Education: Engineering Degree and MBA / PGDBM / PGDM / PGDBA(Power Management / Finance) Or Chartered Accountant Experience: At least 5 years' experience in Power distribution sector with prior experience in the assignments related to the Auditing, performance assessment of DISCOMs, ARR filings, capex related work etc.
3	Domain Team (Field level)	1 (Stationed in Bhilwara City/ MBC Area on all working days)	Education: Electrical Engineering Degree Experience: At least 3 years' experience in Power Distribution Sector with prior experience in the assignments related to Utility IT & Billing system.

- I. It is clarified that the requirement given above is the minimum team required and only comprises of key personnel. However, additional resources if required during the duration of the work in order to complete the SOW in proposed time, selected bidder will deploy at no extra cost to the Purchaser.
- II. The bidder shall submit the CV in the prescribed format along with the technical proposal.
- III. The selected bidder shall deploy a suitable task force of well-qualified and experienced designated persons. The name of the persons proposed to be deployed for completion of services included under the scope of this specification, along with their relevant experience and curriculum vitae shall be included by the bidder in the technical proposal.

5.2. Resource deployment & attendance

- I. The team shall be available in the office(s) of the Discom (for Project In charge) and in the office of MBC Area (for Consultant) on all working days. The onsite team shall be

eligible for weekend offs (Saturdays and Sundays) and other national/ gazetted holidays. However they may be required to work and be present on holidays, as and when required. Besides, the onsite team members shall be entitled for 10 days of casual leaves annually.

- II. All resources deployed by the selected bidder will compulsorily mark their entry and exit as per the directions/policy of AVVNL.
- III. The Resources would be stationed in Ajmer/ MBC Area (as prescribed above) for the entire project period. The Resource has to follow the working hours, working days and Holidays of Government of Rajasthan. However, the resource has to be available on a holiday if so is required by Purchaser. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.
- IV. Resource shall have to seek prior approval of purchaser before leaving headquarter, even if it is on a holiday.

5.3. Resource Replacement

a. Replacement of CVs during the Bidding Process

- i. Replacement of resources shall be allowed. But all such replacement will have to be notified at least 2 days before the Technical Selection or Interview Process by the Selection Committee.
- ii. Replacement won't be allowed once the interview process has started.
- iii. Any replacement of resources during the interview process will amount to disqualification of the bid. Exception shall be given only in case the resource has separated from the company by serving a resignation.

b. Replacement after issuance of WO

In case a selected bidder brings to the notice of AVVNL that it won't be able to provide a selected resource after receiving the WO and desires to replace the selected resource with a new resource, the following rules will apply:

- i. The new resource (replacement resource) will be accepted by the purchaser only if he/she fulfills the minimum eligibility criteria as per RFP and scores at least the same marks as the resource being replaced.
- ii. Replacement by a resource securing fewer marks than the resource being replaced shall be at the discretion of AVVNL. In case such replacement is allowed, the service provider (selected bidder) shall be paid an amount in the same proportion

to the amount paid for the replaced resource as the proportion that the technical marks of the replacing resource bear to that of the replaced resource.

Example:

Let us say that the replaced resource had scored 8 marks out of 10 in the technical evaluation and an amount of X was quoted by the service provider in its financial bid for the resource. But the new resource (the replacing resource) scores only 7 marks and Purchaser had exhausted all options as narrated in clause 5.3 (d). Then the service provider will be paid 7/8 times for the replacing resource i.e. $7/8 * X$

- The new resource with lesser score will be accepted as a replacement only for **3 months**. In case the selected bidder is not able to find a suitable resource that is at par or better than the original resource (at the time of bidding), then the contract may be terminated as per clause 10.2.18.
- If the selected bidder provides a resource at par the original resource (at the time of bidding) before expiry of 3 months of replacement with a resource scoring less than the original resource (at the time of bidding), then the payment terms applicable for the original resource will be used.

c. Replacement after deployment

The replacement of resources by the Consulting Firm after deployment will be allowed only in case, the resource leaves the organization by submitting resignation with the present employer.

Penalty in accordance with clause 5.4 shall be applicable if the consultant fails to replace the resource(s) within one week of the exit of the existing resource. In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit. In case of all such replacements, the terms and conditions mentioned in clause 5.3(b) will apply.

- d.** The new resource (replacing resource) will be accepted by the purchaser only if he fulfills the minimum eligibility criteria as per RFP and scores at least the same marks as the resource being replaced. In case of replacements, the terms and conditions mentioned in clause 5.3 will apply.
- e.** The outgoing resource would complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser.

5.4. Penalty Related to Resource Deployment

- I. The penalty applicable for clause 5.3(c) per resource would be imposed in accordance with the below mentioned period starting from the date of deployment of respective resource:

- a) Within 1stquarter - INR. 1,00,000 (Rupees One Lac)
- b) After 1stquarter - INR. 25,000 (Rupees Twenty Five Thousand)

- II. Penalty for absence

In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing the rate of the resource by the number of working days in that quarter). In addition, a penalty of Rs. 2000/- per working day per resource will be levied for such absence.

- a) Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.

Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to liquidated damages as described in clause 10.2.24.

6. Duration of the Engagement:

The engagement will be for an initial period of 24 months (8 Quarters) from the date of the Letter of Award (LOA) in favor of the selected bidder. The engagement may be extended on terms and conditions mutually agreed between the AVVNL, the MBC Agency and the selected bidder.

7. Scope of Work, Deliverable & Timelines

7.1 Scope of Work

- I. **Backdrop**

AVVNL has entered into a MBC Agreement with M/s. Secure Meters Ltd and M/s. Secure Metering and Services (Bhilwara) Pvt Ltd., a SPV formed by M/s Secure Meters Ltd. for metering, billing & collection and other associated services in Bhilwara City (MBC Area) of AVVNL.

- II. This scope of work is indicative. The Independent Auditor shall be responsible for the audit of the operations of the MBC Agency as laid down in the MBC Agreement and any other additional work required by purchaser.

- III. The auditor shall be responsible for the audit of below mentioned parameters for the period starting from the Effective Date of operations of the MBC Agency.
- IV. The detailed scope of work for the Independent Auditor viz-a-viz the relevant provisions of the MBC Agreement is as follows:
- A. **Audit of the Assets added/ discarded or declared redundant by the Purchaser/ MBC Agency [Clause 5.1 of MBC Agreement]** - Independent Auditor would determine AVVNL Distribution Asset classes for which item-wise audit needs to be done (bulk audit to be done for other asset classes). Independent Auditor would review, on quarterly basis, the AVVNL Distribution Asset register and the MBC Assets register at the end of every quarter and audit the quantity and book value of the assets added/discarded or declared redundant during the previous quarter based on the accounts/information/data provided by the MBC Agency and the Discom including review of the procedure followed and reasons given for procurement/discarding the assets.

This shall include following:

- a. Review of asset position (opening & closing) in books by the Discom and the MBC Agency
 - b. Audit of the book value of assets added or discarded along with the reason for such action
 - c. Review of the procedure followed and reasons given for procurement/discarding the assets
 - d. Producing Exception Report in case of any non-standard practice.
 - e. Compliance of the MBC Agency with installation of the specified metering system, establishment of consumer billing & analytics system and establishment of consumer care facilities; within the Project Implementation Period.
 - f. Discom installed energy meters and meter boxed replaced by the MBC along with their working condition report
 - g. Approval of Billing System and bill format in a timely manner.
- B. **Audit of the Consumer Billing and Analytics system created by the MBC Agency [Clause 5.1.2 of MBC Agreement]**
- Independent Auditor would carry out yearly audit of billing and analytics system established by the MBC Agency.

- a. Audit of billing system including the calculation of various bill parameters like variable charges, fixed charges, electricity duty, water cess, municipal cess, fuel cost adjustment, etc for various consumer categories
 - b. Audit of the various consumer category codes allotted to consumers after creation of the new billing system to check for any discrepancy.
 - c. Audit of the receipt generation process after receiving of payment from a consumer and its adjustment against previous arrears before Effective Date and new Nigam dues.
 - d. Audit of the analytics system to check its efficiency and robustness.
 - e. Seamless integration of data exchange between the MBC Billing and the AVVNL billing system.
 - f. Approval of Billing System and bill format in a timely manner
- C. **Audit of the Consumer Care Facilities (CCF) established by the MBC Agency [Clause 5.1.3 of MBC Agreement]** - Independent Auditor would audit the functioning of the CCF of the MBC Agency on quarterly basis in the following ways:
- a. Review of the operational parameters of the Customer Care Center, shared by the MBC Agency
 - b. No. of manpower at Consumer Interface Centres across all subdivisions in the MBC Area
- D. **Audit of the O&M related duties of the MBC Agency [Clause 5.2 of the MBC Agreement]** - Independent Auditor would audit the operations and maintenance functions of the MBC Agency on monthly basis by review and sanctity check on sample basis as well as actual basis (wherever possible) of the following:
- a. Opening and closing number of meters found burnt/ defective/ vandalised as per MIS system on a monthly basis vis-à-vis replacement, repairs carries out by the MBC Agency.
 - b. Review of the meters readings of consumers, no. of meters read (Consumer meters, DT meters and Network Node meters), meters not read, reading not available due to meter damaged, data issues in AMR meters, etc.
 - c. No. of consumer bills generated and distributed vis-à-vis meters read in the particular billing cycle.
 - d. Revenue collected through various payment channels on daily basis versus revenue deposited in AVVNL's account on daily basis.

- e. Disconnection, reconnection carried out by the MBC Agency
 - f. Opening and Closing number of Applications received for new connections, alteration in connection condition, etc vis-à-vis applications resolved of various types.
 - g. Number of no-current complaints received versus complaints resolved within specified timeframe.
 - h. Meter data analysis report prepared by the MBC Agency.
 - i. Consumer indexing data prepared by the MBC Agency and shared with AVVNL.
 - j. Node wise monthly energy audit report prepared by the MBC Agency by tallying it with the readings of meters at energy input points.
 - k. Information shared by the MBC Agency with AVVNL for carrying out vigilance and action taken by AVVNL on individual cases.
 - l. Types of network maintenance activities carried out by the MBC Agency.
 - m. Functioning of the CCF vis-à-vis operational reports generated through automated systems.
 - n. Compliance with submission of the MIS reports by the MBC Agency.
- E. Audit of the safety arrangements made by the MBC Agency [Clause 5.3 of MBC Agreement]** - Independent Auditor would audit the safety arrangements made by the MBC agency on quarterly basis by checking the following:
- a. Review of the safety measures taken by the MBC Agency for its personnel/ staff as per applicable safety precautions and rules & regulations of concerned authority and Prudent Utility Practices
- F. Compliance of Rajasthan Guaranteed Delivery of Public Services Act, 2011 and Subsequent Rules[Clause 5.4 of MBC Agreement]** - Independent Auditor would audit the performance of the MBC agency on monthly basis, in accordance with Rajasthan Guaranteed Delivery of Public Services Act, 2011 and Subsequent Rules. The Independent Auditor shall check that any penalty imposed on account of delayed services or non-performance of the MBC Agency, for reasons attributable to the Agency, are payable by the Agency.
- G. Audit of the Human Resources (HR) Practices of the MBC Agency [Clause 5.5 of MBC Agreement]** - Independent Auditor would audit the HR practices of the MBC agency on the following parameters on monthly basis:

- a. Availability of adequate number of personnel with suitable qualifications and experience for discharging its obligations and duties in accordance with this Agreement. The Auditor shall check the attendance register of the MBC Agency.
- b. Issue of identity cards & adherence to the dress code (uniform) for MBC staff deputed for carrying out MBC Services, in line with Prudent Utility Practices
- c. The MBC Agency takes adequate actions against its staff against whom complaints have been received from the consumers/ Discom.

H. Review of the AVVNL's performance towards its Duties and Responsibilities [Clause 5.7 of MBC Agreement] - Independent Auditor would review the AVVNL's performance towards its duties and responsibilities on the following parameters on monthly basis:

- a. All relevant information regarding the billing of the consumers has been shared by AVVNL with MBC Agency
- b. AVVNL has shared necessary details, protocol and interface of the existing Billing System with the Agency for integrating Agency's Billing System with AVVNL's Billing System
- c. AVVNL provides revised SLD of the distribution network along with date and time of change to the MBC Agency whenever there is a change in the distribution infrastructure
- d. AVVNL smoothly redirects/ diverts the call/ complaints/ applications/ alerts received pertaining to the Service Area at their centralised call center, to the CCF of the Agency for redressal.
- e. Energy input at 132 kV level is shared by AVVNL with the MBC Agency on periodic basis
- f. AVVNL has deputed teams for carrying out vigilance activities and assessment of theft
- g. AVVNL provides all administrative support to the MBC Agency including police force, protections, etc. as and when required.
- h. AVVNL executes load balancing and phase balancing at DTs, based on the reports furnished by the Agency.
- i. AVVNL has arranged for testing of meters and other equipment in their testing facilities at Bhilwara or any other location at no cost to the Agency.
- j. AVVNL ensures that the meters are tested in a reasonable time frame so that there is no adverse impact on timelines of the Agency.

- k. AVVNL has provided shutdowns in timely manner as requested by MBC Agency.
 - l. AVVNL has fulfilled the requirements (viz. network expansion/ augmentation, etc.) for processing new applications in the timely manner.
 - m. AVVNL provides materials required for maintenance of LT network, such as LT overhead lines, LT underground cables, poles, insulators, etc as and when required by the MBC Agency
- I. **Review of the MBC Invoices [Clause 8.1 and 8.2 of MBC Agreement]** - Independent Auditor would audit the invoices of the MBC Agency to verify the following parameters on monthly basis:
- a. MBC Fee is calculated as per the terms and conditions of the MBC Agreement [Clause 8.1]
 - b. Payments are made to the MBC Agency in accordance with terms and conditions of the MBC Agreement [Clause 8.2] after deduction of penalties on account of failure to meet any of the SLRs and adjustments of incentive penalty for AT&C loss reduction
- J. **Audit of energy input, energy billed, revenue billed and revenue collected and thereby AT&C Losses [Clause 8.3 of the MBC Agreement]** -Independent Auditor would audit the energy input at various voltage levels and category-wise and sub-category wise energy billed, revenue billed and amount collected for each month of the contract along with distribution loss& collection efficiency and thereby AT&C Losses on quarterly and annual basis as per the methodology for calculating AT&C Losses agreed by all the stakeholders. This shall include following:
- a. Audit of the Energy Input submitted by MBC Agency and tally with Discom records by considering all Input and Cross-Over Feeders and Open Access Consumers
 - b. Verify the consumer category wise energy billed, revenue billed and revenue collected from the MBC Agency's Billing system and MIS submitted by the Agency.
 - c. Determination of monthly/ quarterly/ annual T&D Loss and Collection Efficiency based on (a) & (b)
 - d. Determination of monthly/ quarterly/ annual AT&C loss.
 - e. Determine the Penalty/ Incentive for AT&C loss reduction.

K. **Audit of performance of the MBC Agency to determine the Service Level Requirements (SLRs) and Applicable Penalties [Clause 8.4 of the MBC Agreement]** - Independent Auditor would determine the SLRs on the basis of MBC Billing system and MIS shared by the MBC Agency to determine the applicable penalties recoverable from the MBC Agency on monthly basis.

L. The Auditor shall provide a web based dashboard/portal for the audit trail of un-editable audit data. The Purchaser shall provide the data to the Auditor for this portal and the Auditor shall provide all the audited parameters as prescribed in the SOW of this RFP on the dashboard. The Auditor shall be responsible for gathering the dashboard requirement, design & developing the web based system, License and deployment of the system in utility servers and all cost associated shall be borne by the Auditor.

7.2 Deliverables and Timelines

The outputs and deliverables of the Third Party Independent Auditor, shall be as detailed in the following table. This detail is indicative and the auditor shall be responsible for completing all the works in accordance with the MBC Agreement and any other additional work required by purchaser.

AVVNL and the MBC Agency shall form a joint working committee, comprising representatives each from each of the parties to facilitate the working of the Third Party Independent Auditor, which shall also monitor the progress of work being carried out on a weekly basis and as and when required by the purchaser. The Auditor shall work under the administrative control of AVVNL and in no condition shall be influenced by any other party.

Sl No	MBC Agreement Clause	Description	Scope of Work	Frequency
1	5.1	Audit of assets added/ discarded by Purchaser and the MBC Agency	<ol style="list-style-type: none"> 1. Review of the Asset Position (opening and closing) in the books of Discom and MBC Agency 2. Audit of the book value of the assets added/ discarded 3. Compliance of the MBC agency with installation of specified metering system, establishment of billing and analytics system and establishment of customer care facilities 4. Replacement of discom installed meters 	Quarterly

Sl No	MBC Agreement Clause	Description	Scope of Work	Frequency
2	5.1.2	Audit of Consumer billing and Analytics system	<ol style="list-style-type: none"> 1. Audit of the billing system and calculation of various bill parameters 2. Audit of various consumer category codes 3. Audit of the billing system to check its efficiency and robustness 4. Seamless integration of data exchange between the MBC Billing and the AVVNL billing system. 5. Approval of Billing System and bill format in a timely manner 	Annually
3	5.1.3	Audit of CCF of the MBC Agency	<ol style="list-style-type: none"> 1. Review of the operational parameters of the Customer Care Centre, shared by the MBC Agency 2. No. of manpower at Consumer Interface Centres across all subdivisions in the MBC Area 	Quarterly
4	5.2	Audit of the O&M related duties of the MBC Agency	<ol style="list-style-type: none"> 1. Opening and closing number of meters found burnt/ defective/ vandalised 2. Review of the meters readings of consumers, no. of meters read, meters not read, etc 3. No. of consumer bills generated and distributed vis-à-vis meters read in the particular billing cycle 4. Revenue collected through various payment channels on daily basis versus revenue deposited in AVVNL's account on daily basis. 5. Disconnection, reconnection carried out by the MBC Agency 6. Opening and Closing number of Applications received for new connections, alteration in connection condition, etc vis-à-vis applications resolved of various types 	Monthly

Sl No	MBC Agreement Clause	Description	Scope of Work	Frequency
			<ol style="list-style-type: none"> 7. Number of no-current complaints received versus complaints resolved within specified timeframe. 8. Meter data analysis report prepared by the MBC Agency 9. Consumer indexing data prepared by the MBC Agency and shared with AVVNL 10. Node wise monthly energy audit report prepared by the MBC Agency by tallying it with the readings of meters at energy input points 11. Information shared by the MBC Agency with AVVNL for carrying out vigilance and action taken by AVVNL on individual cases 12. Types of network maintenance activities carried out by the MBC Agency 13. Functioning of the CCF vis-à-vis operational reports generated through automated systems 14. Compliance with submission of the MIS reports by the MBC Agency. 15. AVVNL has provided shutdowns in timely manner as requested by MBC Agency. 16. AVVNL provides materials required for maintenance of LT network, such as LT overhead lines, LT underground cables, poles, insulators, etc as and when required by the MBC Agency 	

Sl No	MBC Agreement Clause	Description	Scope of Work	Frequency
5	5.3	Audit of the safety arrangements made by the MBC Agency	1. Audit of safety measures taken by the MBC Agency for its personnel/ staff	Quarterly
6	5.4	Compliance of Rajasthan Guaranteed Delivery of Public Services Act, 2011	1. Audit the performance of the MBC agency on monthly basis, in accordance with Rajasthan Guaranteed Delivery of Public Services Act, 2011 and Subsequent Rules. 2. Check that any penalty imposed on account of delayed services or non-performance of the MBC Agency, for reasons attributable to the Agency, are payable by the Agency	Monthly
7	5.5	Audit of the HR Practices of the MBC Agency	1. Availability of adequate number of personnel with suitable qualifications and experience for discharging its obligations and duties in accordance with this Agreement 2. Issue of identity cards & adherence to the dress code (uniform) for MBC staff deputed for carrying out MBC Services, in line with Prudent Utility Practices 3. The MBC Agency takes adequate actions against its staff against whom complaints have been received from the consumers/ Discom	Monthly

Sl No	MBC Agreement Clause	Description	Scope of Work	Frequency
8	5.7	Review of the AVVNL's performance towards its Duties and Responsibilities	<ol style="list-style-type: none"> 1. All relevant information regarding the billing of the consumers has been shared by AVVNL with MBC Agency 2. AVVNL has shared necessary details, protocol and interface of the existing Billing System with the Agency for integrating Agency's Billing System with AVVNL's Billing System 3. AVVNL provides revised SLD of the distribution network along with date and time of change to the MBC Agency whenever there is a change in the distribution infrastructure. 4. AVVNL smoothly redirects/ diverts 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. Energy input at 132 kV level is shared by AVVNL with the MBC Agency on periodic basis 6. AVVNL has deputed teams for carrying out vigilance activities and assessment of theft 7. AVVNL provides all administrative support to the MBC Agency including police force, protections, etc. as and when required. 8. AVVNL executes load balancing and phase balancing at DTs, based on the reports furnished by the Agency. 9. AVVNL has arranged for testing of meters and other equipment in their testing facilities at Bhilwara or any other location at no cost to the Agency. 10. AVVNL ensures that the meters are tested in a reasonable time frame so that there is no adverse impact on timelines of the Agency. 11. AVVNL provides materials required for maintenance of LT network, such as LT overhead lines, LT 	Monthly

Sl No	MBC Agreement Clause	Description	Scope of Work	Frequency
			underground cables, poles, insulators, etc as and when required by the MBC Agency	
9	8.1 and 8.2	Review of the MBC Invoices	<ol style="list-style-type: none"> 1. Verify that MBC Fee is calculated as per the terms and conditions of the MBC Agreement 2. Payments are made to the MBC Agency in accordance with terms and conditions of the MBC Agreement [Clause 8.2] after deduction of penalties on account of failure to meet any of the SLRs and adjustments of incentive penalty for AT&C loss reduction 	Monthly
10	8.2	Audit of energy input, energy billed, revenue billed and revenue collected and thereby AT&C Losses	<ol style="list-style-type: none"> 1. Audit of the Energy Input submitted by MBC Agency and tally with Discom records by considering all Input and Cross-Over Feeders and Open Access Consumers 2. Verify the consumer category wise energy billed, revenue billed and revenue collected from the MBC Agency's Billing system and MIS submitted by the Agency. 3. Determination of monthly/quarterly/ annual T&D Loss and Collection Efficiency based on (a) & (b) 4. Determination of monthly/quarterly/ annual AT&C loss. 5. Determine the Penalty/ Incentive for AT&C loss reduction. 	Monthly/ Quarterly/ Yearly as per the methodology for calculating AT&C Losses agreed by all the stakeholders
11	8.4	Audit of performance of the MBC Agency to determine the Service Level Requirements (SLRs) and Applicable Penalties	<ol style="list-style-type: none"> 1. Determine the SLRs on the basis of MBC Billing system and MIS shared by the MBC Agency to determine the applicable penalties recoverable from the MBC Agency on monthly basis 	Monthly

Note:

1. The frequency of the deliverables may be modified/changed by the purchaser.
2. The formats for the above deliverables shall be finalized by the purchaser after selection of the successful bidder.

8. Purchaser's Responsibilities

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

SECTION - I INSTRUCTION TO BIDDER

9. Basis of Selection:

9.1. General

- I. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- II. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, Instrument for Tender Fees, Processing Fees and Bid Security should be submitted physically at the designated office of AVVNL as prescribed in NIT and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- III. In case, any of the bidders fails to physically submit the Instrument for Tender Fee, Bid Security, and Processing Fee up to 5:00 PM on 22-01-2018, its Bid shall not be accepted. The Instrument should be drawn in favour of “**Sr. Accounts Officer (EA & Cash), AVVNL**” and payable at “**Ajmer**” from any Scheduled Commercial Bank.
- IV. AVVNL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- V. Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- VI. AVVNL disclaims any factual or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal
- VII. The provisions of RTPPA Act 2012 / Rules 2013 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this RFP with the RTPPA Act 2012 / Rules 2013 and Rules thereto, the later shall prevail.

9.2. Sale of Bidding/ Tender Documents

- I. The sale of bidding documents shall be commenced from the date given in NIT. The complete bidding document shall also be placed on AVVNL and e-Procurement portal.

The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to AVVNL.

9.3. Changes in the Bidding Document

- 9.3.1.** At any time, prior to the deadline for submission of Bids, AVVNL may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- 9.3.2.** In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, AVVNL shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- 9.3.3.** In case, a clarification or modification is issued to the bidding document, AVVNL may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- 9.3.4.** Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by AVVNL.
- 9.3.5.** Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

9.4. Period of Validity of Bids

- 9.4.1.** Bids submitted by the bidders shall be valid for a period of 90 days after the last date fixed for bid submission.
- 9.4.2.** Bids submitted by the bidders shall remain valid during the period specified in the NIT/ bidding document. A Bid valid for a shorter period may be rejected by AVVNL as non-responsive Bid.
- 9.4.3.** Prior to the expiry of the period of validity of Bids, AVVNL, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- 9.4.4.** Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new

bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

9.5. Formats & Signing of Bids

9.5.1. A Two Part-Three envelope/ cover system shall be followed for the bid. E-procurement system shall be followed for the Bid as per the RTPPA 2012 and RTPPR 2013. Bids shall be submitted on <http://eproc.rajasthan.gov.in> in electronic format in the following manner:-

i. Cover-1:- This shall consist the following documents:

Sl. No.	Document Type	Document Format
Fee Details		
1	Tender Fee	Scanned copy of the receipt of tender fee
2	Tender Processing Fee	Scanned copy of the receipt of Tender processing fee
3	Earnest Money Deposit	Scanned copy of the receipt of banker's cheque / demand draft/valid exemption certificate

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

Sl. No.	Document Type	Document Format
Pre-Qualification Documents		
1.	Eligibility Criteria References	Annexure-II of the RFP
2.	Bidder's Authorization Certificate	Schedule-A of Annexure-I of the RFP
3.	Self-declaration - no blacklisting	Schedule-B of Annexure-I of the RFP
4.	All the documents mentioned in the "Eligibility Criteria" in support of the eligibility	Requisite supporting documents meeting eligibility criteria as specified in Clause 4 of the RFP
Technical Bid Documents		

Sl. No.	Document Type	Document Format
5	Technical Proposal Submission form	Schedule-C of Annexure-I of the RFP
6	Firm's references to showcase relevant experience along with necessary proofs and credentials	Schedule-D of Annexure-I of the RFP
7	Details of Team composition, qualification and experience	Schedule-E of Annexure-I of the RFP
8	Signed and latest CVs of proposed consultants for each position mentioned in RFP in attached format	Schedule-E of Annexure-I of the RFP
9	No deviation Certificate	Schedule-F of Annexure-I of the RFP
10	Approach & methodology	Schedule-G of Annexure-I of the RFP
11	Work Plan	Schedule-H of Annexure-I of the RFP

- iii. Cover-3:-For Financial / Price Bid consist the details of prices as per Annexure-III in the MS Excel format (.xls format of price bid) published with NIT on eproc website.

Note: The bidder would ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.

9.5.2. Technical Proposal

The Technical Proposal shall consist of the documents in a manner as specified in clause 9.5.1 (Cover 1 and cover 2) above.

- i. The bidder shall provide all the information relating to Technical bid sought under this Tender Document.
- ii. Bid shall be submitted/uploaded online on <http://eproc.rajasthan.gov.in> only. To participate in the bid, Bidders must register on <http://eproc.rajasthan.gov.in>
- iii. To participate in online Bidding Process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their 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.

- iv. Bid (Technical Bid) submitted/uploaded on <http://eproc.rajasthan.gov.in> shall be digitally signed with DSC of the Authorised Signatory.
- v. Bidders should note the last date of submission of proposals, as specified in Tender Document, for submission of Proposals. Bidders are reminded that no supplementary material will be entertained by AVNLT, and that the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

9.5.3. Financial Proposal

The Financial Proposal, should be uploaded in MS-Excel format:

S.No.	Document Type	Document Format
1	Financial Proposal	(in MS-Excel format given on e-procurement site)

- i) Bidders shall submit the financial proposal clearly indicating the total professional fee for the services mentioned in scope of work in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.
- ii) While submitting the Financial Proposal, the Applicant shall ensure the following:
 - a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, fare, equipment, printing of documents, consumer and/or employees surveys, travelling etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - b) The Financial Proposal shall excluding taxes and duties. For the avoidance of doubt, it is clarified that all prices in the financial proposal shall excluding any

prevailing applicable taxes and duties. Further, all payments shall be subject to deduction of taxes at source (TDS) as per applicable laws.

- c) Costs shall be expressed in INR.
- iii) Bid (Financial Bid) submitted/uploaded on <http://eproc.rajasthan.gov.in> shall be digitally signed with DSC of the Authorised Signatory.

9.6. Cost & Language of Bidding

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

9.6.2. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and AVVNL, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

9.7. Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

9.8. Fees and Deposits

9.8.1. Earnest Money Deposit (EMD)/Bid Security

9.8.1.1. Every bidder, if not exempted, participating in the bidding process will be required to furnish the bid security as specified in the NIT.

9.8.1.2. Government of Rajasthan and Union Government undertakings, corporations, companies; autonomous bodies managed or controlled by Government are not required to submit the EMD / BID SECURITY. Receipt of EMD / BID SECURITY or Registration certificate or Certificate that the bidder is a Government undertaking/ Corporation/ Company/ autonomous body as mentioned above shall necessarily accompany the sealed bid without which the bid shall be rejected forthwith.

9.8.1.3. Each Bidder shall submit an Earnest Money Deposit (EMD)/Bid Security of an amount Rs. 4 Lakhs in the form of Demand Draft drawn on a Nationalised /Scheduled bank, in favour of “Sr. Accounts Officer (EA & Cash), Ajmer Vidyut Vitran Nigam Limited, Ajmer” payable at Ajmer.

9.8.1.4. After submission of Bid on <http://eproc.rajasthan.gov.in> the Bidders shall submit Demand Draft for EMD/Bid Security as per the date, time and venue mentioned in

Schedule of Bidding Process. Non-submission of the above shall lead to non-acceptance of the Bid submitted/uploaded by the Bidder. Bids, which are not accompanied by the above document fee/ receipt, shall be rejected by AVVNL as non-responsive.

- 9.8.1.5. Proposals, which are not accompanied by the above EMD / BID SECURITY, shall be rejected by AVVNL as non-responsive.
- 9.8.1.6. For unsuccessful Bidders, the EMD / BID SECURITY shall be refunded within 30 days of the signing of agreement with the selected Bidder and submitting payment security.
- 9.8.1.7. For successful Bidder, EMD / BID SECURITY shall be released on the payment of the security deposit.
- 9.8.1.8. The following shall cause the forfeiture of EMD / BID SECURITY.
- i. If the Bidder modifies/ withdraws its Proposal except as per the provisions specified in the RFP;
 - ii. If the Bidder withdraws its proposal before the expiry of the validity period of the Proposal;
 - iii. If the successful Bidder fails to provide the security deposit and execute the agreement within the stipulated time or any extension thereof provided by AVVNL;
 - iv. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
 - v. If the selected Bidder does not accept the Letter of Intent unconditionally within fifteen (15) days of issue of Letter of Intent or the period as extended by AVVNL
 - vi. If the bidder breaches any provision of code of integrity prescribed for the bidders specified by AVVNL.

9.8.2. RISL & Tender Fees

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

9.9. Deadline for the submission of Bids

9.9.1. Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIT.

9.9.2. Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the contents of the bid document may be modified and the date may be extended by AVVNL in consultation and in concurrence with MBC Agency. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIT and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. AVVNL shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.

9.9.3. If the last date of submission or opening of Bids happens to be a public holiday/ non-working day, the Bids shall be received or opened on the next working day.

9.9.4. AVVNL in consultation and concurrence with the MBC Agency may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

9.10. Withdrawal, Substitution, and Modification of Bids

- I. If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- II. Bids withdrawn shall not be opened and processed further.

9.11. Opening of Bids

9.11.1. Evaluation of tender

- I. For the selection of qualified and competent professionals for the establishment of Independent Auditor, the AVVNL and the MBC Agency shall jointly constitute abid evaluation committee/ Selection Committee.

- II. An interview panel consisting of representatives of AVVNL and the MBC Agency shall be constituted for interview of the resources proposed by the bidder.
- III. **Determination of Responsiveness**
- i. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of qualification/ eligibility criteria of the bidding document.
- ii. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
- a. “deviation” is a departure from the requirements specified in the bidding document;
 - b. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - c. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
- iii. A material deviation, reservation, or omission is one that,
- a. if accepted, shall affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - b. limits in any substantial way, inconsistent with the bidding documents, AVVNL’s rights or the bidder’s obligations under the proposed contract; or
 - c. If rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- iv. Non-material Non-conformities in Bids
- a. The Competent Authority/Committee of AVVNL may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
 - b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- v. The Competent Authority/Committee of AVVNL may rectify non-material nonconformities or omissions on the basis of the information or documentation

received from the bidder under (b) above. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in pre-qualification and Evaluation Criteria of this bidding document.

- vi. The Bid Evaluation Committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- vii. Bid Evaluation Committee shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- viii. The Bid Evaluation committee shall refer the evaluation report to the competent authority of AVVNL, which reserves the right to reject any proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by AVVNL in respect of such Proposals.

IV. Selection Method

Bidder would be selected on the basis Quality & Cost Based Selection (QCBS).

V. Clarification of Bids

- i. To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- ii. Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- iii. No change in the prices or substance of the Bid shall be sought, offered, or permitted.
- iv. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or a non responsive submission, responsive shall be sought, offered or permitted.

9.11.2. Evaluation of Technical Proposal

- I. Bid Evaluation Committee/Selection Committee, will evaluate the proposals on the basis of their responsiveness to the Scope of Work, pre-qualification criteria, and application of the evaluation criteria, sub criteria.

- II. Financial bids of bidders who meet the eligibility criteria, have qualified in technical bids shall only be opened and considered
- III. After evaluating the Technical Bids, AVVNL shall notify the technically qualified bidders, the date, time and place for opening of the Financial Bids.
- IV. AVVNL and the MBC Agency, in observance of best practices, shall:
- Maintain the bid evaluation process strictly confidential as per the details below.
 - Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
 - Strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
- V. **Guiding Principle for Evaluation of Bids**
- The tendering authority shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
 - The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications and proposed solution submitted by the bidder.
 - The eligible bidders whose scores are equal to or above the qualifying marks, bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause 4.1, and shall be informed in writing about the date, time and place of opening of their financial bids.
 - The eligible bidders whose Technical scores are equal to 70 or more shall be considered as Technically Qualified Bidders. The scoring shall be done in the following methodology:

S. No	Criterion	Marks allocated (Max)
1	Indian Power Distribution Sector Experience	45
1	28 marks for meeting minimum qualification requirement as per clause 4.1 (3) and 3 Marks for each additional Assignments' work orders for Audit/ Advisory in Distribution Utility of the value not less than (INR 50 Lacs) subject to a max 6 marks and 4 marks for one assignment during past 5 years of 'Independent audit of Operations of Distribution Franchisee' Subject to	45

S. No	Criterion	Marks allocated (Max)
	maximum of 8 marks and 1.5 marks for 'experience of working with Rajasthan State Energy Department in last 3 years of minimum work order value of INR 25 lakhs' Subject to maximum of 3 marks	
<Relevant Citations/ Work Order to be attached>		
2	Manpower (CV)	55
2a	Project Manager 14 Marks for the prescribed experience and educational qualification as per clause 5.1 (1) 1 marks for each additional complete year of experience above minimum requirement subject to maximum of 2 marks.	16
2b	Project In-Charge 14 Marks for the prescribed experience and educational qualification as per clause 5.1 (2) 3 marks for each additional complete year of experience above minimum requirement subject to maximum of 6 marks.	20
2c	Domain Team (Power) 14 marks for the prescribed experience and educational qualification as per clause 5.1 (3) 2.5 marks for each additional complete year of experience above minimum requirement subject to maximum of 5 marks.	19
Signed latest CVs of each resource to be attached. The Purchaser shall consider only the resource with maximum marks. Supporting qualification document must be provided in the bid.		
	Total	100

Note:

- Minimum technical score required to qualify is: 70 Marks
 - Supporting documents shall be verified during the Technical Selection process.
 - More than one CV may be submitted for one position.
- VI.** The Competent Authority/Committee of AVVNL and MBC Agency will thoroughly evaluate the CVs of the proposed resources and shall also conduct one-to-one interviews to judge the competency and quality of the proposed resources.
- VII.** The Competent Authority/Committee of AVVNL and MBC Agency might require going through original documents of the Consultants to validate their claims on Education Qualifications, Experience and Certifications as part of the interview process to establish the quality and competency of the consultant.

VIII. For technical scoring, the following method would be used:

- a) The Competent Authority/Committee of AVVNL and MBC Agency will provide marks to each of the CVs as per the parameters given in the evaluation criteria specified.
- b) All bidders scoring marks equal to or above 70 marks in Technical score will be shortlisted for the final scoring based on QCBS.

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

9.11.3. Evaluation of Financial Proposals and Ranking

- i. In the second stage, financial proposal of only those Bidders shall be opened who score minimum technical score to qualify.
- ii. For financial evaluation, the total lump fee for services as mentioned in scope of work indicated in the Financial Proposal shall be considered.
- iii. The financial bids of bidders who qualify in technical evaluation shall be opened at the notified time, date and place by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present.
- iv. The names of the firms, the rates given by them and conditions put, if any, shall be read out and recorded in tender opening register.
- v. Conditional Bids are liable to be rejected;
- vi. The fee indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the Scope of Work within the total quoted price shall be that of the Consultant
- vii. To evaluate a bid, the tendering authority shall consider the following: -
 - A. On financial evaluation, the technically qualified Bidders will be given total score which will be determined as under:
 - a) 85% weight-age will be given to the Technical Score (S_t).
 - b) 15% weight-age will be given to the Financial score (S_f).
 - B. Combined and final evaluation

Proposals of the technically qualified bidders during the process of evaluation of the technical proposal will finally be ranked according to the total score (Technical Score + Financial Score).

- C. The Selected Bidder shall be the first ranked bidder (whose total score is the highest).
- D. The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified hereinabove.
- E. Formula for normalizing the technical scores:

$$S_t = 100 \times T_b / T_m$$

Where:

- S_t : Technical score of the concerned Bidder
- T_m : Highest technical score among all Bidders
- T_b : Technical score of the proposal under consideration.

- F. Formula for normalizing the financial scores and ranking:

$$S_f = 100 \times F_m / F_b$$

Where:

- S_f : Financial score of the concerned Bidder
- F_m : Lowest price quoted among all Bidders
- F_b : Quoted Price of the proposal under consideration.

$$\text{Combined total score (S)} = (S_t \times 0.85) + (S_f \times 0.15)$$

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

9.11.4. Negotiations

- I. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted

after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

- II. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- III. The Competent Authority/Committee of AVVNL shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- IV. The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the Competent Authority/Committee of AVVNL, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- V. Negotiations shall not make the original offer made by the bidder inoperative. The Competent Authority/Committee of AVVNL shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- VI. In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the Competent Authority/Committee of AVVNL may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- VII. In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

9.11.5. Exclusion of Bids/ Disqualification

- I. The Competent Authority/Committee of AVVNL shall exclude/ disqualify a Bid, if: -
 - i. The bid is not submitted in accordance with the bidding document.
 - ii. The bidder does not meet the minimum eligibility criteria as mentioned in the bidding document.
 - iii. The bidder has imposed conditions in his bid.

- iv. During validity of the bid or its extended period, if any, increases his quoted prices.
- v. The bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- vi. The bidder has submitted the bid after due date and time.
- vii. The bidder is found to have a record of poor performance such as abandoning work, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- viii. The bidder has submitted bid, which is not accompanied by required documentation and EMD / BID SECURITY.
- ix. The bidder has failed to provide clarifications related thereto, when sought.
- x. The bidder has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD / BID SECURITY.
- xi. The bidder is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.
- xii. The Bid materially departs from the requirements specified in the bidding document or it contains false information;
- xiii. The bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of AVVNL or the MBC Agency or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the bidding process;
- xiv. A bidder, in the opinion of AVVNL or the MBC Agency, has a conflict of interest materially affecting fair competition.

9.11.6. Acceptance of the successful Bid and award of contract

- I. AVVNL shall award the Contract in concurrence with the MBC Agency to the bidder whose offer has been determined to be the best bid and is substantially responsive to the bidding document, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.
- II. Decision on bids shall be taken within original validity period of offers which shall be kept as per NIT. If the decision on acceptance or rejection of a bid cannot be taken

within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.

- III. As soon as a bid is accepted, its written intimation would be sent to the concerned bidder. If the issuance of formal Work Order is likely to take time, a Lol may be sent in the meanwhile. In the same intimation the bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value and deposit the amount of prescribed performance security deposit within 15 days from the date of issue of acceptance.
- IV. For unsuccessful Bidders, the EMD / bid security shall be refunded within 30 days of the signing of agreement with the selected Bidder and submitting payment security.

9.11.7. AVVNL's right to accept or reject any or all Bids:

AVVNL reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

9.11.8. Contract Price

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

9.11.9. Recoveries

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

9.11.10. Taxes

- a. The income tax shall be deducted at source from the payment to the selected bidder as per the law in force at the time of execution of contract.

- b. If any tax exemptions, reductions, allowances or privileges may be available to the selected bidder in India, the Purchaser shall use its best efforts to enable the PMA to benefit from any such tax savings to the maximum allowable extent.

9.11.11. Performance Security Deposit

- I. In case of successful Bidder, the EMD / BID SECURITY shall be returned on submission of Performance Security Deposit.
- II. The successful Bidder shall, within fifteen (15) days of the notification of Work/ Contract award, provide a Performance Security deposit in favour of CE (T&S-CSS), AVVNL, Ajmer of 10% of the total contract value of the project tenure for the due performance of the Contract.
- III. The proceeds of the Performance Security deposit shall be payable to AVVNL and the MBC Agency, on equal sharing basis as compensation for any loss resulting from the successful Bidder's failure to complete its obligations under the Contract.
- IV. The Performance Security deposit may be given in the form of a banker's cheque or demand draft or Bank Guarantee. The Performance Security deposit must remain valid thirty days beyond the original or extended validity period of the bid.
- V. Refund of Performance Security deposit: The Performance Security deposit shall be refunded after 6 months from the expiry of the contract period subject to successful completion of the assignment as mentioned in bidding document and after effecting recoveries, if any.
- VI. Forfeiture of Performance Security deposit: Performance Security deposit shall be forfeited in the following cases: -
 - i. When any terms and condition of the contract is breached.
 - ii. When the Bidder fails to commence, fails to fulfil the services obligations after partially executing the work order.
 - iii. To adjust any dues against the firm from any other contract with AVVNL.
- VII. No interest will be paid by AVVNL or the MBC Agency on the amount of earnest money and performance security deposit.
- VIII. Proper notice will be given to the Bidder with reasonable time before earnest money/ performance security deposit is forfeited.
- IX. Forfeiture of earnest money / performance security deposit shall be without prejudice to any other right of AVVNL or MBC Agency jointly or severally to claim any damages as

admissible under the law as well as to take such action against the Bidder such as severing future business relation or black listing, etc.

9.11.12. Execution of Agreement for Contract

- I. A contract shall come into force from the date on which the letter of contract is dispatched to the bidder.
- II. The successful Bidder shall sign the Agreement with the AVVNL and the MBC Agency as joint Purchasers for Contract within 15 days from the date on which the letter of contract or letter of intent is dispatched to the successful bidder.
- III. If the successful Bidder, who has been selected for contract, fails to sign a written agreement for contract or fails to furnish the required security deposit within specified period, AVVNL in consultation and concurrence with the MBC Agency shall take action against the successful bidder as per the provisions of the bidding document. AVVNL may, in such case, cancel the contract with the bidder and debar the bidder to participate in any future bid.
- IV. The bidder will be required to execute the agreement for contract on a Rajasthan non-judicial stamp of the value either 0.25 % of the project value to a maximum of INR 15000 at its cost and to be purchase from anywhere in Rajasthan only.

9.11.13. Confidentiality

- I. Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, the Discom or MBC Agency shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - i. Impede enforcement of any law;
 - ii. Affect the security or strategic interests of India;
 - iii. Affect the intellectual property rights or legitimate commercial interests of bidders;
 - iv. Affect the legitimate commercial interests of the Discom in situations that may include when the procurement relates to a project in which the Discom is to make a competitive bid, or the intellectual property rights of the Discom.
- II. The Discom or the MBC Agency shall treat all communications with bidders related to the bidding process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.

- III. The Discom or the MBC Agency may impose on bidders, if there are any for fulfilling the terms of the contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- IV. In addition to the restrictions specified above, the Discom, while procuring a subject matter of such nature which requires the Discom or MBC Agency to maintain confidentiality, may impose condition for protecting confidentiality of such information.
 - i. The Discom, the MBC Agency and the Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
 - ii. The Discom or the MBC Agency shall not use such documents, data, and other information received from the Bidder for any purposes unrelated to the Contract. Similarly, the Bidder shall not use such documents, data, and other information received from the Discom or MBC Agency for any purpose other than the work and services required for the performance of the Contract.
 - iii. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
 - iv. The provisions of this clause shall survive for 1 year after completion or termination, for whatever reason, of the Contract.

9.11.14. Cancellation of bidding process

- I. If any bidding process has been cancelled, it shall not be reopened but it shall not prevent the purchaser from initiating a new bidding process for the same subject matter of procurement, if required.
- II. The Discom may, for reasons to be recorded in writing, cancel in consultation and concurrence with MBC Agency, the process of procurement initiated by it -
 - i. At any time prior to the acceptance of the successful Bid; or
- III. After the successful Bid is accepted in accordance with (IV) and (V) below.
- IV. The Discom or MBC Agency shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

- V. The decision of the Discom to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the bidding process.
- VI. If the bidder who's Bid has been accepted as successful fails to sign any written contract as required, or fails to provide any required security for the performance of the work order, the Discom may cancel the bidding process.
- VII. If a bidder is convicted of any offence under the Act, the Discom may in concurrence with the MBC Agency:
 - i. Cancel the relevant bidding process if the Bid of the convicted bidder has been declared as successful but no contract has been entered into;
 - ii. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the contract has been entered into between the Discom and the convicted bidder.

9.11.15. Code of Integrity for Bidders

- I. No person participating in a bidding process shall act in contravention of the code of integrity prescribed by the State Government.
- II. The code of integrity include provisions for: -
 - i. Prohibiting
 - a. Any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the bidding process or to otherwise influence the bidding process;
 - b. Any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - c. Any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the bidding process;
 - d. Improper use of information shared between AVVNL or the bid evaluation committee and the bidders with an intent to gain unfair advantage in the bidding process or for personal gain;
 - e. Any financial or business transactions between the bidder and any officer or employee of AVVNL or MBC Agency;

- f. Any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the bidding process;
 - g. Any obstruction of any investigation or audit of a bidding process;
 - ii. Disclosure of conflict of interest;
 - iii. Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Purchaser.
- III. Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, AVVNL in consultation and concurrence with MBC Agency may take appropriate measures including: -
 - i. exclusion of the bidder from the bidding process;
 - ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - iii. forfeiture or encashment of any other security or bond relating to the procurement;
 - iv. recovery of payments made by AVVNL and the MBC Agency along with interest thereon at bank rate;
 - v. cancellation of the relevant contract and recovery of compensation for loss incurred by AVVNL;
 - vi. Debarment of the bidder from participation in future procurements of AVVNL for a period not exceeding three years.

9.11.16. Vexatious Appeals & Complaints:

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012 / Rules 2013”, with the intention of delaying or defeating any procurement or causing loss to the Discom, the MBC Agency or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

9.11.17. Offences by Firms/ Companies

- I. Where an offence under “The Rajasthan Transparency Public Procurement Act 2012 / Rules 2013” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the

conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

- II. Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- III. Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- IV. For the purpose of this clause-
 - i. "Company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
 - ii. "Director" in relation to a limited liability partnership or firm, means a partner in the firm.
- V. Abetment of certain offences: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

9.11.18. Debarment from Bidding

- I. A bidder shall be debarred/blacklisted by AVVNL if he has been convicted of an offence
 - i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- II. A bidder debarred under (I) above shall not be eligible to participate in a bidding process of any AVVNL for a period not exceeding three years commencing from the date on which he was debarred.

- III. If AVVNL in concurrence with the MBC Agency finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
- IV. Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by the Purchaser in respect of any bidding process or contract, the bidder may be debarred from participating in any bidding process undertaken by AVVNL for a period not exceeding three years.
- V. AVVNL shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

9.11.19. Monitoring of Contract

- I. An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by AVVNL and the MBC Agency with equal representation from both, to monitor the progress of the contract during its execution.
- II. During the contract period the CMC shall keep a watch on the progress of the contract and shall ensure that the Consulting Firm has deployed sufficient resources in proportion to the quantum of work assigned to it. The CMC will also inspect the performance of the Consulting Firm from time to time.
- III. If delay in providing the desired quality of service is observed a performance notice would be given to the Consulting Firm to take remedial action in that regard.
- IV. Any change in the constitution of the Consulting Firm, etc. shall be notified forthwith by the Consulting Firm in writing to AVVNL with a copy marked to the MBC Agency at its registered office address and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- V. No new business partner/ partners shall be accepted in the firm by the Consulting Firm in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with AVVNL through a written agreement to this effect. The selected bidder’s receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- VI. The Consulting Firm shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of CMC.

Section-II: TERMS AND CONDITIONS, OF TENDER & CONTRACT

10. General Terms & Conditions

10.1. Definitions

For the purpose of clarity, the following words and expressions shall have the meanings assigned to them as under/ under the heading Definition and Abbreviations earlier in this document: -

- a) "Contract" means the Agreement entered into between the Discom, the MBC Agency and the Successful Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the Successful Bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means calendar day.
- e) "Completion" means the fulfillment of the Related Works & Services by the Bidder in accordance with the terms and conditions set forth in the Contract.
- f) "Purchaser" means the entity that is a recipient of a works or services provided by the Selected Bidder, here it shall mean the Discom and the MBC Agency jointly.
- g) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Bidder.
- h) "Bidder" means any firm/ agency/ company/ supplier/ vendor responding to Invitation for Bids / Request for Proposal / Notice Inviting Tender and which is participating in the Bid.

10.2. General Conditions of Contract

The following GCC shall be applicable to and form part of the Contract to be executed between the Discom, the MBC Agency and the Consulting Firm unless specifically excluded or amended in the Contract.

The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by the Discom, the MBC Agency or the Consulting Firm prior to the date of the Contract.

The Discom, the MBC Agency and the Consulting Firm undertake to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by its employees and agents.

The provisions of this GCC Clause shall survive completion or termination, for whatever reason, of the Contract.

10.2.1. Interpretation

- I. In the event of an inconsistency between the terms of the Contract and the Proposal, the terms of the Contract shall prevail;
- II. The clause headings are for convenient reference only and do not form part of this RFP;
- III. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- IV. unless otherwise specified a reference to a clause, sub- clause, article or section is a reference to a clause, sub-clause or section of this RFP including any amendments or modifications to the same from time to time;
- V. a word in the singular includes the plural and a word in the plural includes the singular;
- VI. a word importing a gender includes any other gender;
- VII. a reference to a person includes a partnership and a body corporate;
- VIII. a reference to legislation includes legislation repealing, replacing or amending that legislation;
- IX. where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase, which have corresponding meanings;
- X. Whenever a material or article is specified or described by the name of a particular brand, manufacturer or trademark, the specific item shall be understood as establishing type, function and quality desired. Products of other manufacturers may also be considered, provided sufficient information is furnished so as to enable the Discom to determine that the products are equivalent to those named.

10.2.2. Corrupt Practices

- I. The Consulting Firm, shall observe the highest standards of ethics during the execution of the Project;

- II. The Discom will reject a Proposal for award if it determines that the Bidder recommended for award has engaged in Corrupt Practice, Fraudulent Practice, Collusive Practice, or Coercive Practices in competing for the Contract;
- III. After the issuance of the LOI if it comes to the knowledge of the Discom that the Consulting Firm has engaged in Corrupt Practice, Fraudulent Practice, Collusive Practice, or Coercive Practices at any stage, the Discom shall forthwith terminate the Contract as per the provisions of Clause related to termination.

10.2.3. Language

- I. The official language of the Bidding Documents is English. Contract as well as all correspondence and documents relating to the Contract exchanged by the Consulting Firm, the Discom and the MBC Agency, shall be written in English. Supporting documents and printed literature that are part of the Bidding Documents may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation, the English translation shall govern.
- II. The Consulting Firm shall bear all costs of translation to English and all risks of the accuracy of such translation. The Consulting Firm shall be bound to the English translation and what has been stated therein.

10.2.4. Conditions Precedent to the Contract

The Consulting Firm shall submit an unconditional and irrevocable performance security deposit to Discom from any nationalized bank / Scheduled bank as per the GCC.

10.2.5. Disputed Payments

- I. An invoice raised by the Consulting Firm can be disputed by Discom and/or the MBC Agency. However, Discom and the MBC Agency shall endeavor to make payment of undisputed amount to the selected bidder.
- II. All disputed penalties shall be resolved by way of appropriate dispute resolution mechanism detailed in the Contract and there shall be no right to offset such penalties against amounts owed to the selected bidder, without undertaking the aforementioned appropriate dispute resolution.

10.2.6. Settlement of Disputes:

- I. General: If any dispute arises between the Consulting Firm and Discom and/or the MBC Agency during the execution of a contract that would be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written

representation will be obtained from the Consulting Firm on the points of dispute. The representation so received shall be examined by the concerned Contract Monitoring Committee. The Contract Monitoring Committee may take legal advice of a counsel and then examine the representation. The Consulting Firm will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the Consulting Firm.

II. Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions and same shall be submitted for the decision of the empowered standing committee. The standing committee shall consist of following members, provided that there shall be at least one Director (Finance) : -

- Chairman of Board of Directors of AVVNL : Chairman
- Managing Director/Whole time Director, JVVNL / AVVNL / JdVVNL : Member
- Representative of MBC Agency in the rank of Executive Director or above: Member
- A Legal Expert to be nominated by the Chairman : Member

III. Procedure for reference to the Standing Committee: The Consulting Firm shall present its representation to the Chairman, Discom(s) along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within three months from the date of communication of decision of Contract Monitoring Committee. The officer-in-charge of the project from AVVNL and the MBC Agency, who were responsible for taking delivery of the goods and/ or service from the Consulting Firm shall prepare a reply of representation and shall represent the Discom's stand of the Discom and/or the MBC Agency before the standing committee. From the side of the Consulting Firm, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the Consulting Firm and Discom. The standing committee, if it so decides, may refer the matter to the Board of Directors of Discom for further decision.

IV. Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction at Ajmer, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

V. Arbitration:

- i. Any Dispute not settled amicably as above, shall, at the request of either party, be submitted to arbitration by a panel of three arbitrators. Arbitration proceedings

- shall be conducted according to the provisions of Arbitration and Reconciliation Act, 1996.
- ii. While submitting the dispute or difference to arbitration in accordance with this clause the party so submitting shall, in its notice, specify the name of one arbitrator appointed by it. Within 30 (Thirty) Days of receipt of notice, the other party shall appoint an arbitrator. The third arbitrator (who will act as a chairman) shall be nominated by the two arbitrators appointed as aforesaid or, failing such nomination within 30 (Thirty) Days of the appointment of the second arbitrator shall be appointed in accordance with the Arbitration and Reconciliation Act, 1996.
 - iii. The language of arbitration shall be English. The venue of arbitration shall be Ajmer.
 - iv. The arbitral award shall be reasoned in writing. The arbitrators shall also decide on the cost of arbitration proceedings.
 - v. The parties agree that the award of the arbitrators shall be final and binding upon the parties.
- VI. Notwithstanding anything to the contrary, the provisions of this Clause shall survive the termination of the Contract. The Consulting Firm and the Discom shall continue to perform their respective obligations under the Contract during the conduct of the dispute settlement procedures.

10.2.7. Governing Laws

The Contract shall be governed by and interpreted in accordance with the laws of India. The High Court of Judicature in the State of Rajasthan and Courts subordinate to it shall have exclusive jurisdiction in respect of any disputes relating to the bidding process, award of Contract and execution of the Contract.

10.2.8. Confidential Information

- I. The Discom, the MBC Agency and the Consulting Firm undertake to each other to keep confidential all proprietary information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading to or the entering of the Contract.
- II. After the entering of the Contract the Discom, the MBC Agency and the Consulting Firm shall keep confidential and shall not, without the written consent of the other party, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

- III. The Discom or the MBC Agency shall not use such documents, data, and other information received from the Consulting Firm for any purposes unrelated to the Contract. Similarly, the Consulting Firm shall not use such documents, data, and other information received from the Discom or the MBC Agency for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- IV. The confidentiality obligations of a party hereunder, however, shall not apply to information that:
 - i. The Discom, the MBC Agency or Consulting Firm need to share with the institutions participating in the financing of the Project;
 - ii. Now or hereafter enters the public domain through no fault of that party;
 - iii. Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

10.2.9. Sub-Contracting

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

10.2.10. Provisions Relating to Staff

- I. The Consulting Firm shall provide its own staff for providing all the services under the Contract. The Consulting Firm shall be responsible for following all laws relating to employment and for depositing all statutory amounts pertaining to its employees under the applicable statutory provisions. The Consulting Firm shall submit to the Discom, a certificate of conformance to all labour related statutory provisions every month.
- II. The Consulting Firm does not have any obligation to accept any employee or any previous employee of any of the Discoms in Rajasthan on deputation for this Project. All expenses of such employees with agreed deputation allowance will be borne by the Consulting Firm.
- III. Other than as aforesaid, the Consulting Firm may not solicit Discom or the MBC Agency employees to join its services for the term of the Contract. The Discom or the MBC Agency may not solicit Consulting Firm employees to join its services for one year after the term has ended.

- IV. The Consulting Firm shall be responsible for the identification and control of Corrupt Practices by its employees in the delivery of the services.
- V. If the Consulting Firm finds that any of its employees has engaged in Corrupt Practice, Fraudulent Practice, Collusive Practice, or Coercive Practices, such employee shall be forthwith removed from performing any activity relating to the Contract and shall be dealt with under the disciplinary processes of the Consulting Firm's service conditions.
- VI. Where such Corrupt Practice by the employee has material financial implications and amounts to criminal conduct, the Consulting Firm is free to prosecute such employee for such criminal conduct.
- VII. Each case of corruption dealt with by the Consulting Firm shall be informed in writing to the Discom.

10.2.11. Insurance

- I. The agency at its cost shall arrange, secure and maintain all necessary insurance as may be pertinent to the Project and obligatory in terms of law to protect its interest and interest of the Discom or MBC Agency. The responsibility to maintain adequate insurance coverage at all time during the term of the Contract shall be that of the Agency alone. The Agency's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.
- II. The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks), workman compensation risks, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, flood & earth-quake, accidents of all kinds, etc.
- III. The Agency shall obtain accident liability insurance for its employees for payment of compensation because of injury, fatal or otherwise due to accident during course of operation carried out by him for complying with its contractual obligations thereof. It shall indemnify the Discom against any claim from such employees or damage to property whatsoever while these arise out of or in consequences of the execution of works, operation and all activities to be performed until the successful completion of the Contract shall be to the account of the Agency. The Agency shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the Goods, damaged or lost.

10.2.12. Indemnification

- I. The Agency during the term of the Contract shall indemnify, defend and hold the Discom harmless against:

- i. Any acts of omissions / commission of the Agency with regard to the Scope of Work. In such event, Agency shall have no claim for compensation, incentive or any other claim against Discom.
 - ii. Claims against Discom and/or the MBC Agency made by any third party for any act of commission or omission by Agency and co-operate with Discom in defending any action with the third party.
 - iii. Non-compliance with the laws, regulations, orders and directives by the Agency.
 - iv. Any penalty imposed on account of non-compliance as stated hereinabove.
 - v. This indemnity shall survive 3 (Three) years beyond the term of the Contract.
- II. Discom or the MBC Agency shall indemnify, defend and hold the Consulting Firm harmless against the acts of commission/omission in the MBC Area under jurisdiction of Discom or the MBC Agency, as the case may be.
- III. The indemnity Bond shall be furnished by the Agency before commencement of the work and shall be valid till the completion of work.

10.2.13. Limitation of Liability

Except in cases of gross negligence or willful misconduct:

- ii. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Consulting Firm to pay penalties to the Discom; and
- iii. The aggregate / cumulative liability of the Consulting Firm to the Discom and the MBC Agency, jointly and severally, whether under contract, in tort, or otherwise, shall not exceed 20% (Twenty Percent) of the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective Goods, or to any obligation of the Consulting Firm to indemnify the Discom and the MBC Agency with respect to patent infringement.

10.2.14. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the invitation for bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India and such change affects the Assignment, then the Consulting Firm shall inform the Discom in writing about such change explaining the effect of the change to the Consulting Firm's obligations under the

Contract. The Contract Monitoring Committee and the Consulting Firm shall negotiate in good faith and alter such terms as needed to affect continuation of the Contract.

10.2.15. Events of Default / Breach of Contract

- I. Unless any such event occurs as a result of a force majeure event, the Discom, the MBC Agency and or the Consulting Firm (as per context), shall be in breach of the Contract in the event of:
 - i. A material failure to perform material obligations under the Contract;
 - ii. Failure to conform to the any statutory provisions / regulatory orders that apply to the Contract.
- II. Breach Capable of Remedy: The Discom, the MBC Agency and or the Consulting Firm may notify the other of a breach by it in writing. The party in breach shall forthwith take any actions needed to remedy the breach upon receipt of the notice. If the remedy shall take more than 30 (Thirty) Days then the party in breach shall inform the other of such time requirements. Within 30 (Thirty) Days, or such other time as may have been agreed, the party in breach shall notify the other of the breach having being remedied. If the breach is not remedied by the party in breach within the stipulated time, it must show bona fide action towards remedy and seek a further extension of time from the other party. If the breach is not remedied even after an extension of the time, the notifying party shall have the right to terminate the Contract.
- III. Breach Not Capable of Remedy: The notifying party may notify the party in breach of a Breach by it in writing. It shall also commence any action within its powers (other than termination of the Contract) to mitigate any damage or limit its liability because of the breach by the party in breach. The notifying party shall set out in writing, any costs incurred or expected to be incurred or damages incurred or likely to be incurred directly as a result of a breach, to the party in breach. The parties shall negotiate in good faith to reach a settlement for the costs / damages using the dispute resolution procedure if needed. If an amicable settlement is not reached, the notifying party shall have the right to terminate the Contract.

10.2.16. Force Majeure

- I. Neither the Discom, the MBC Agency nor the Consulting Firm shall be liable to the other if, and to the extent, that the performance or the delay in performance of any of its obligations under the Contract is prevented, restricted, delayed or interfered with due to occurrence of any event of force majeure including acts of God, acts of any Government (de-jure or defacto) or regulatory body or public enemy, war, riots, industry wide strikes, state wide strikes, political agitation or boycott, communal

strife, civil commotion, act of foreign enemy or terrorist or military action, politically motivated sabotage, any political or economic upheaval, disturbance, movement, struggle or similar occurrence, invasion, armed conflict or act of foreign enemy, blockade, insurrection, extremely adverse weather conditions, floods, lightning, earthquake, landslide, cyclone, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion, any judgment or order of court of competent jurisdiction or statutory authority made against the Consulting Firm in any proceedings for reasons other than Failure of the Consulting Firm to comply with any applicable laws or applicable permits or on account of breach of any applicable laws or applicable permits or of any contract or Enforcement of the Contract or exercise of any of its rights under the Contract by the Discom or the MBC Agency, or any event or circumstances of nature analogous to any of the foregoing.

- II. The party claiming an event of force majeure shall promptly notify the other party in writing and provide full particulars of the cause or the events and the date of first occurrence thereof as soon as possible after the event and also keep the other party informed of any further developments.
- III. The party so affected shall use its best efforts to remove the cause of non-performance and the parties shall resume performance hereunder when events pertaining to this clause are removed.
- IV. In the event of a force majeure condition applying to a part of the Project Area the Consulting Firm may seek a delay due to force majeure for that area and is obliged to continue normal service and fulfill all obligations under this Contract in all areas not affected by the force majeure event.
- V. A condition of force majeure shall not relieve any party of any obligations due under the Contract prior to the event of force majeure.

10.2.17. Termination of Contract on Discom's Initiative

- I. The Discom reserves the right in due consultation and concurrence with the MBC Agency, to terminate the contract either in part or in full due to reasons other than those mentioned under clause entitled Consulting Firm's default. The Discom shall in such an event give fifteen days (15 days) notice in writing to the Consulting Firm of his decision to do so.
- II. The Consulting Firm upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the Discom.

- III. In the event of such a termination the contract shall be cancelled without any liability on either side.
- IV. If the Consulting Firm is an individual or a proprietary concern and the individual or the proprietor dies and if the Consulting Firm is a partnership concern and one of the partners dies, then unless the owner is satisfied that the legal representatives of the individual Consulting Firm or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Consulting Firm of the contract, The decision of the owner that the legal representatives of the deceased Consulting Firm or surviving partners of the Consulting Firm's firm cannot carry out and complete, the owner shall not hold the estate of the deceased Consulting Firm and / or the surviving partners of the estate of the deceased Consulting Firm and /or the surviving partners of the Consulting Firm's firm liable to damages for not completing the contract.

10.2.18. Termination for Consulting Firm's Default

- i. The tender sanctioning authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part:-
 - a. If the contractor has provided or replaced resources inferior to that which were selected at the time of bidding even after being provided sufficient time to fulfill its obligations.
 - b. If the contractor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the contractor, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the contractor commits breach of any condition of the contract.
- ii. If AVVNL terminates the contract in whole or in part then amount of performance security deposit (PSD) and due payments, if any, will be forfeited.
- iii. If the Consulting Firm neglects to execute the works with the diligence and expedition or refuses or neglect to comply with any reasonable orders given to him, in writing by the engineer in connection with the works or shall contravenes the provisions of the contract, the Discom in due consultation and concurrence with the MBC Agency may

give notice in writing to the Consulting Firm make good the failure, neglect or contravention complained of should the Consulting Firm fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Consulting Firm may have neglected to do or if the owner shall think fit, it shall be lawful for him without prejudice to any other right he may have under the contract, to take the works wholly or in part out of the Consulting Firm's hands and re-contract with any other person or persons complete the works or any part thereof and in that event the owner shall have free use of all Consulting Firm's equipment that may have been at the time on the site in connection with the works without being responsible to the Consulting Firm over the same, and the owner shall be entitled to retain and apply any balance which may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the Consulting Firm, the Consulting Firm shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the Consulting Firm shall have to pay if the completion of works is delayed.

- iv. In addition, such action by the Discom as aforesaid shall not relieve the Consulting Firm of his liability to pay liquidated damages for delay in completion of works.
- v. The termination of the contract under this clause shall not entitle the Consulting Firm to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.
- vi. Before cancelling a contract and taking further action, advice of senior most finance person of AVVNL and the MBC Agency and of legal adviser or legal assistant of AVVNL and the MBC Agency, if there is one, may be obtained.

10.2.19. Termination for Insolvency

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

10.2.20. Assignment and Ownership

- I. The Consulting Firm shall not assign, in whole or in part, its obligations under the Contract to any other agency.

- II. The Consulting Firm shall always remain within the beneficial ownership of the Bidder for the term of the Contract.

10.2.21. Public disclosure

- I. All materials provided to the Discom by the Bidder are subject to national and state public disclosure laws such as RTI etc.
- II. Save to fulfill its obligations under Consumer engagement service, the Consulting Firm shall not make or permit to be made a public announcement or media release about any aspect of the Contract without prior written consent from the Discom, which shall not be unreasonably withheld.
- III. The Consulting Firm may disclose details of the Project to the extent necessary to authorities having jurisdiction e.g. stock exchanges, tax authorities etc.

10.2.22. Adherence to Safety Procedures, Rules & Regulations

- I. Consulting Firm shall comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety & labour laws enforced by statutory agencies and by Discom shall be applicable in the performance of the Contract and Consulting Firm's team shall abide by these laws.
- II. The Consulting Firm shall report as soon as possible any evidence, which may indicate or is likely to lead to, an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

10.2.23. Survival

- I. The clauses in the Contract which by their nature are intended to survive after termination of the Contract shall remain in effect for 1 year after such termination.

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

- I. Except as provided under clause "Force Majeure", if the successful bidder fails to perform the works and services within the period specified in the Contract, the Discom may in consultation and concurrence with the MBC Agency and without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Discom may terminate the Contract pursuant to clause "Termination".

- II. The time specified under SCC in the bidding document shall be deemed to be the essence of the contract and the successful bidder shall provide work and services within the specified period.
- III. Delivery completion period may be extended with or without liquidated damages, if the delay in the service is on account of hindrances beyond the control of the successful bidder.
 - i. The successful bidder shall request in writing to the Contract Monitoring Committee(CMC) giving reasons for extending the delivery period of service, if he finds himself unable to complete the service within the stipulated delivery period or is unable to maintain prorata progress in service delivery. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of service after which such request shall not be entertained.
 - ii. The CMC shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and recommends the competent authority on the period of extension which should be granted with or without liquidated damages.
 - iii. Normally, extension in delivery period of service in following circumstances may be considered without liquidated damages:
 - (a) When delay has occurred due to delay in supply of data, details etc. if Discom or the MBC Agency was required to supply them to the Consulting Firm as per terms of the contract.
 - iv. If the competent authority / committee agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of service.
 - v. It shall be at the discretion of the concerned authority to accept or not to accept the services rendered by the Consulting Firm after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted.
 - vi. The competent authority / committee shall have right to cancel the contract with respect to undelivered service.

- vii. If CMC feels that it is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- IV. In case the work undertaken is not completed within the completion delayed, following percentage of value of the ordered work will be recovered from the bill as under:-

Sl. No.	Condition	LD*
a.	Up to one month	2.5 %
b.	More than a month but less than two months	5.0 %
c.	More than two months but less than three months	7.5 %
d.	More than three months	10.0 %

- i. *The maximum amount of liquidated damages shall be 10% of the value of the work order provided under this contract.*
- ii. **The percentage refers to the payment due for the associated work or service.*

10.3. Special conditions of contract (SCC)

10.3.1. Terms of Payment

- I. Payment shall be made by AVVNL only after submission of project deliverables, delivery of services and acceptance of the tasks detailed as below and shall be subject to liquidated damages and penalties:

10.3.2. Invoicing & Payment

- I. After fulfillment of each of the terms & conditions mentioned above, the bidder will raise bills of the payable amount for the previous quarter in the name of Chief Engineer (T&S-CSS), AVVNL, Ajmer and as the case may be, in triplicate. The bills received by CE (T&S-CSS) shall be jointly verified by the XEN (DF), AVVNL, Ajmer and representative of the MBC Agency, which after verification shall be sent to Sr. AO (CPC), AVVNL, Ajmer for payment and booking expenditure against the respective circles.
- II. The invoice shall be submitted by hand in 3 copies marked Original to AVVNL officials and 1 copy to the MBC Agency.
- III. The invoice shall be accompanied by the following -
- Deliverables as indicated in clause 7.1 & 7.2

- IV. AVVNL and the MBC Agency upon receipt of the invoice and accompanying documentation, shall verify the invoice within 15 (Fifteen) Working Days and send it to accounts or other concerned department for processing of payment.
- V. The payment shall be released within 30 working days post verification of the invoice. **In case of delay in payment no interest shall be payable by AVVNL & the MBC Agency.**
- VI. The MBC Agency shall remit to Sr. AO (CPC), AVVNL 50% of the invoice amount along with verified bills and attendance of the resource deployed in field within fifteen (15) days of receipt of the invoices.
- VII. The final payment to successful bidder shall be released by Sr. AO (CPC), AVVNL, Ajmer.

ANNEXURE-I: TECHNICAL PROPOSAL - STANDARD FORMS

SCHEDULE A: BIDDER'S AUTHORIZATION CERTIFICATE

SCHEDULE B: SELF DECLARATION - NO BLACK LISTING

SCHEDULE C: TECHNICAL PROPOSAL SUBMISSION FORM

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

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

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

SCHEDULE-A: BIDDER'S AUTHORIZATION CERTIFICATE

To
The Chief Engineer (T&S-CSS),
Ajmer Vidyut Vitran Nigam Limited,
Vidyut Bhawan,
Makarwali Road, Panchsheel Nagar,
Ajmer(Rajasthan) - 305004

<Bidder's Employee Name> _____,
<Designation> _____ is hereby authorized to sign relevant documents on
behalf of the company/ firm in dealing with Bid of reference <Bidder Name, Dept&
Date> _____. He is also authorized to attend meetings & submit pre-
qualification, technical & commercial information as may be required by you in the course
of processing the above said Bid. For the purpose of validation, his/ her verified signatures
are as under.

Thanking you,

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....

SCHEDULE-B: SELF DECLARATION - NO BLACK LISTING

To
The Chief Engineer (T&S-CSS),
Ajmer Vidyut Vitran Nigam Limited,
Vidyut Bhawan,
Makarwali Road, Panchsheel Nagar,
Ajmer(Rajasthan) - 305004

In response to the Tender Ref. No. _____
dated _____, as an owner/ partner/ Director of _____, I/
We hereby declare that presently our Company/ firm _____ is having
unblemished record and is not declared ineligible for corrupt & fraudulent practices by
any State/ Central Government/ PSU on the date of Bid Submission.

We further declare that presently our Company/Firm _____ is not
blacklisted and not declared ineligible for reasons other than corrupt & fraudulent
practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that
may be taken, my/ our security may be forfeited in full and the tender if any to the
extent accepted may be cancelled.

Thanking you,

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....

SCHEDULE-C: TECHNICAL PROPOSAL SUBMISSION FORM

To,
The Chief Engineer (T&S-CSS),
AVVNL, Ajmer

[Reference No.]

Dear Sir,

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

1. I/We, the undersigned bidder, having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work and in conformity with the said bidding document.
2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Discom and the MBC Agency for carrying out the project in accordance with your RFP.
4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
5. I/We agree to abide by this RFP for a period of days as specified in the NIT from the closing date fixed for submission of bid as stipulated in the RFP document.
6. I/We understand that the Discom is not bound to accept any bid received in response to this RFP.
7. In case we are engaged by the Discom, we shall provide any assistance/cooperation required by Discomand the MBC Agency, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We understand that our non-cooperation for the same shall be grounds for termination of service.

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....

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

**Relevant Services Carried Out With Reference To Scope of Work
That Best Illustrate Qualification**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

1. Experience for at least three (3) distribution utilities in 3 different states in India during last 5 years (2012-13 to 2016-17) each valued at least Rs. 50 lakhs as provided in section 4.1 (3) of the RFP.

Sl. No.	Name of Assignment and Brief description of services	Name and Address of Client	Duration of work in months (Start date-End date)	Project Cost	Completed / on-going
1					
2					
-					

1. Experience (either completed or ongoing) of at least one (1) assignment during past 5 years of Independent audit of operations of Distribution Franchisee for minimum of 1 year successfully completed as provided in section 4.1 (4) of the RFP.

Sl. No.	Name of Assignment and Brief description of services	Name and Address of Client	Duration of work in months (Start date-End date)	Project Cost	Completed / on-going
1					
2					
-					

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....

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

Sl. No.	Name	Proposed Role	Qualification	Experience	Reference Page no of complete details in document
1					
2					
3					
4					
5					
6					

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for and on behalf of.....

Seal of the Organization: -

Date.....

Place.....

FORMAT OF CURRICULUM VITAE (CV)

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____

Nationality: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full name of staff member: _____

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

Bidder's Name & Address:

To

**The Chief Engineer (T&S-CSS),
Ajmer VidyutVitrans Nigam Limited,
Vidyut Bhawan,
Makarwali Road, Panchsheel Nagar,
Ajmer(Rajasthan) - 305004**

Dear Sirs,

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

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

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

SCHEDULE-G: APPROACH & METHODOLOGY
(to be filled by the Bidder)

SCHEDULE-H: WORK PLAN
(to be filled by the Bidder)

ANNEXURE-II-Eligibility Criteria References

Sr. No	Qualification Requirements	Details of qualifying parameters	Reference (page no)
1	The Bidder must be a company registered under the Companies Act, 1956 or a partnership firm registered under Partnership Act or a Proprietorship	Self-attested copy of the Certificate of Incorporation, Registration Certificate and Certificate of Commencement of Business	
2	The bidder should be registered with the Service Tax department	Service Tax registration certificate Income Tax Registration Certificate/ Pan Card	
3	The Bidder would deposit tender fee, processing fee and Earnest money along with the Technical bid.	<p>Tender fee details Banker's Cheque / DD No: Bank & Branch: Date:</p> <p>Processing fee details Banker's Cheque / DD No: Bank & Branch: Date:</p> <p>EMD Details Banker's Cheque / DD No: Bank & Branch: Date:</p>	
4	The Bidder must have experience for at least three (3) distribution utilities in 3 different states in India during last 5 years (2012-13 to 2016-17) each valued at least Rs. 50 lakhs.	<p>Name of Utility 1 Project details Duration of project execution Certificate from the Utility</p> <p>Name of Utility 2 Project details Duration of project execution Certificate from the Utility</p> <p>Name of Utility 3 Project details Duration of project execution Certificate from the Utility</p>	

Sr. No	Qualification Requirements	Details of qualifying parameters	Reference (page no)
5	The Bidder should have experience, (either completed or ongoing) of at least one (1) assignment during past 5 years of Independent audit of operations of Distribution Franchisee for minimum of 1 year successfully completed.	<p>Name of Utility 1 Project details Duration of project execution Certificate from the Utility</p> <p>Name of Utility 2 Project details Duration of project execution Certificate from the Utility</p> <p>Name of Utility 3 Project details Duration of project execution Certificate from the Utility</p>	
6	The Bidder should have minimum average annual turnover of INR 50 crores (Fifty Crores only) in best three of last five financial years i.e. 2012-13 to 2016-17.	<p>Annual Turnover: FY 2012-13 in INR Lacs FY 2013-14 in INR Lacs FY 2014-15 in INR Lacs FY 2015-16 in INR Lacs FY 2016-17 in INR Lacs</p> <p>* Copy of annual audited balance sheet and profit & Loss statement for the financial year, along with CA certificate indicating turnover during last five financial years, i.e., financial year 2012-13 to 2016-2017 to be attached</p>	
7	The bidder must submit a letter of authorization from the Company authorizing a person to sign the documents on behalf of the company, submit technical, commercial information and attend meetings on behalf of the company.	Letter of authorization on Company's letter head.	
8	The bidder must not have been blacklisted by the Central or any State Government or any of their institutions.	The bidder should provide an undertaking (self-certificate) that the bidder hasn't been blacklisted by the Government or any of their institutions.	

Annexure- III- Financial Proposal Standard Form

SCHEDULE I: FINANCIAL PROPOSAL SUBMISSION FORM

SCHEDULE J: PRICE SCHEDULE

SCHEDULE-I: FINANCIAL PROPOSAL SUBMISSION FORM

To,

The **Chief Engineer (T&S-CSS)**,

AVVNL, Ajmer

[Reference No.]

Dear Sir,

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

Sir

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work in conformity with the said bidding document for the same.

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

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bid document.

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We agree to all the terms & conditions as mentioned in the bid document and submit that we have not submitted any deviations in this regard.

We understand that you are not bound to accept the lowest or any bid you may receive.

Yours sincerely,

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....

SCHEDULE J- PRICE SCHEDULE

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

Tenders Inviting Authority: **Chief Engineer (T&S-CSS),**

Name of work: Independent Auditor for audit of operations of MBC Agency

After careful and analytical study of the scope of work given in the RFP and considering all the terms & conditions prescribed in this bid, I/we are offering my / our prices for Independent Auditor for audit of operations of the MBC Agency in Bhilwara City of AVVNL

PRICE SCHEDULE

Bidders must note that:-

1. This BOQ template must not be modified/replaces and the same should be uploaded after filling the relevant columns.
2. Bidders are only allowed to enter bidders name & value of rates offered in INR (Rs) only.
3. Except GST, all taxes & duties applicable if any shall also be payable by the bidder.

MBC Area	Position / Service Category	No. of Quarters	Professional Fee Per Quarter in INR (Exclusive of GST)	Total Professional Fee for the Assignment (Exclusive of GST)
Bhilwara city	Project Manager	8		
	Project In charge			
	Consultant			
Total				

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....

Annexure- IV:EMD / BID SECURITY/ Performance BANK GUARANTEE FORMAT

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

To,

Chief Engineer (T&S-CSS),

Ajmer Vidyut Vitran Nigam Limited (AVVNL)

Vidyut Bhawan, Makarwali Road,

Panchsheel Nagar,

Ajmer(Rajasthan) - 305004

Telephone: 0145- 2644551

Fax No.: 0145- 2644525

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

Date:

Bank Guarantee No.....

This deed of Guarantee is made this day of of the year
..... between the **Chief Engineer (T&S-CSS),**, Ajmer Vidyut Vitran Nigam Limited,
Vidyut Bhawan, Makarwali road, Panchsheel, **Ajmer(Rajasthan) - 305004**

(which expression shall unless excluded by or repugnant to the context includes his successors and
assignees) of the one part and the.....(Name of issuing Bank),
having its head office..... Hereinafter called “The Bank” (which expression shall
unless excluded by or repugnant to the context includes his successors and assignees) of the other
part

1. In accordance with the Agreement No._____ between Ajmer Vidyut Vitaran
Nigam Limited (hereinafter referred to as the “AVVNL”) for the work Independent Audit of
operations of MBC Agency in Bhilwara City in AVVNL, with M/s (Company Name)
..... address (hereinafter
referred to as the “Auditor”), a Bank Guarantee for a sum of Rs _____valid for a period of
_____ from....., as required to be furnished by the Auditor, 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 Service Agreement by the Auditor. 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 Auditor 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 Auditor 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 Agreement have been fully paid and its claims satisfied or discharges or till AVVNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Auditor 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 Agreement Agreement or to extend time of performance by the said Auditor from time to time or to postpone for any times or from time to time only of the powers exercisable by AVVNL against the Auditor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Auditor or for any forbearance act or omission on the part of AVVNL or any indulgence by AVVNL to the said Auditor or by any such matter or thing what-so-ever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Auditor.

7. All disputes arising under the said guarantee, between the bank and AVVNL or between the Auditor 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 **Chief Engineer (T&S-CSS)**,
AVVNL in writing.

Dated, the day of

Witness:

1.

2.

For

(Indicate name of Bank)