



Tender Number: AVVNL/ SE / M&P/ TN-31

Cost of the tender: Rs**2950**/-

Appointment of accredited energy auditor for carrying out Mandatory Energy Audit of distribution network of AVVNL, Ajmer.

Contact Details	
Contact Person	SE(M&P), AVVNL,Ajmer
Address	Superintending Engineer (M&P) Ajmer Vidyut Vitran Nigam Ltd. Opposite to 220 KV Chambal Power House, Madar, Ajmer - 305007
☐: Contact Person	R. L Jain ,SE (M&P), Ajmer Office: 0145-2670593,9413391506 Email: semnpad@yahoo.com
☒:Email	semnpad@yahoo.com
Web address	www.energy.rajasthan.gov.in/avvnl/ http://sppp.rajasthan.gov.in



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DETAILS OF TENDER DOCUMENT	
Description of the work under the tender:	Appointment of accredited energy auditor for carrying out Mandatory Energy Audit (MEA) of distribution network of AVVNL, Ajmer
Tender Number	AVVNL/ SE/ M&P/ TN-31
Tender issued to	M/s _____ _____
Cost of tender document	Rs 2950/-
DD no. and bank reference	_____
S. No. of Tender Issue Register	_____

**Table 1: Document Summary**

Document Summary	
Document Name	Tender Specification No AVVNL/ SE / M&P/TN-31 Appointment of accredited energy auditor for carrying out Mandatory Energy Audit (MEA) of distribution network of AVVNL, Ajmer
Document Owner	Superintending Engineer (M&P) Ajmer Vidyut Vitran Nigam Limited, Ajmer
Total number of pages	53
Number of Sections in this document	5
Number of Annexure(s) in this document	21

Tender Notice

Bids are invited for the works as mentioned below:-

TN No.	Name of work	Estimated cost of the work (including GST) (Rs. `)	Cost of Tender (Rs. `)	Earnest Money (2%) (Rs. `)	Schedule last date of bid submission respectively	Date of opening of Tender	Period of completion
31	Appointment of accredited energy auditor for carrying out Mandatory Energy Audit (MEA) of distribution network of AVVNL, Ajmer	4,99,000/-	2950/-	9980/-	1 P.M. on 16.03.2020	1 P.M. on 17.03.2020	60 Days from date OF Letter of Intent/ Work Order, whichever is earlier

IMPORTANT NOTE:-

1. Purchase of specification is essential for participation in the tender.



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2. This tender specification AVVNL/ SE / M&P/TN-31 providing detailed terms & condition and technical details can be obtained from office of the SE (M&P), Ajmer Vidyut Vitran Nigam Ltd. Opposite to 220 KV Chambal Power House, Madar, Ajmer – 305007, on payment of Rs. 2950/- (Non-refundable) on any working day by cash / demand draft payable to Sr. Accounts Officer (EA & Cash) AVVNL, Ajmer.
3. The copy of tender documents / specifications are also available on Ajmer Discom website www.energy.rajasthan.gov.in/avvnl/ and the same can be downloaded from this website by the bidder. In case the tender is downloaded from the website, the bidder must submit, tender document amount through DD in favour of Sr.Accounts Officer (EA & Cash) AVVNL, Ajmer upto **1.00 PM** on the scheduled date of submission of proposals.
- 4 The bidders, in their own interest are requested to read very carefully the tender documents before submitting the bid.
- 5 In order to participate in this tender, the bidder must submit tender document cost.
- 6 It is informed that if tender document cost is not paid as per the instructions then the proposal will not be accepted and will be rejected out rightly and no request in this regard will be entertained.**
- 7 The tender document is non transferable.
- 8 In order to be eligible for submitting the proposal the bidder needs to deposit Earnest Money Deposit. EMD could be furnished through Banker's Cheque / D.D.,as mentioned in the EMD section. The bidders having vendor registration under MSMED for same nature of work may furnish earnest money ½%as against normal 2% of the estimated cost.
- 9 The estimated cost of work mentioned above is tentative and the purchaser reserves the right to increase / decrease the same as per requirement of Nigam. The bidders are required to furnish the proof of depositing all these payments, in the office of the undersigned up to **1.00 PM** of last date of bid submission; otherwise the bids are liable to be rejected.
- 10 Ajmer Vidyut Vitran Nigam Limited reserves the right to reject any or all tenders without assigning any reason
- 11 Eligible bidders should submit their bid well in advance instead of waiting till last date.

Table 2: Important dates

Important Events	
Date of sale of tender specification	28/02/2020 1.00 PM
Last date of sale of tender	16/03/2020 up to 1:00 PM
Last date of submission of proposal	16/03/2020 up to 1:00 PM
Opening of proposal	17/03/2020 at 1:00 PM



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Bidders may kindly note that all the queries must be submitted in writing before the last date of bid opening. The bidders may submit the same by email (under telephonic message too) o/o the SE(M&P), AVVNL, Ajmer.

Broad scope of work

As per the schedule of the Energy Conservation (EC) Act,2001, Electricity Distribution Companies (DISCOM) have been identified as a "Designated Consumer" being energy intensive entity. AVVNL, Ajmer intends to conduct Mandatory Energy Audit (MEA) of its distribution network based on the suggested scope of work by Bureau of Energy Efficiency. It is envisaged that AVVNL, Ajmer will need the service of a competent Accredited Energy Auditor who will assist in complying with the MEA of energy audit in accordance with Bureau of Energy Efficiency (BEE) PAT(Perform, Achieve and Trade) regulations.

Activities

For appointment of accredited energy Auditor for carrying out Mandatory Energy Audit of distribution network of AVVNL, Ajmer.

The aforesaid activities shall be completed within "60 Days" from the date of letter of Intent or Work order, whichever is earlier.

Detailed scope of work is further elaborated in the section [scope of work](#) of this tender document.

The bidder offers unsolicited revised proposal. The brief particulars are as follows:

Security Deposit	10% of total contract value
EMD	2 % of Estimated cost.
Cost of specification	Rs. 2950/-
Validity	120 Days From The Date of Opening of Bid.

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

Bids are to be submitted in one part, only.

The bid offer shall be furnished in the following manner:

- i) **First envelope containing proof of deposition of cost of Bid documents & EMD.** Name of item, bid no., time of bid submission, due date for opening of bid and the word 'Envelope-I & Cost of bid documents and Earnest Money / Valid Registration Certificate under relevant class / A certificate of being a Rajasthan / Central Govt. undertaking' should be clearly written on the front side of the envelope.



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- ii) **Second envelope for techno-commercial bid.** Name of item, bid no., time of bid submission, due date for opening of bid and the word 'Envelope – II & Techno-Commercial Bid' should be clearly written on the front side of the envelope.
- iii) **Third envelope for price bid.** Name of item, bid no., time of bid submission, due date for opening of bid and the word 'Envelope – III & Price Bid' should be clearly written on the front side of the envelope.

Note :Envelope III containing price bid will be kept in the safe custody of the SE(M&P). It will be opened at a later date in respect of those bidders whose offers are found / adjudged technically and commercially acceptable. The date of opening of "Price Bid" shall be intimated to technically qualified bidders in due course of time. In case of deviation from the stipulated clauses of bid specifications, price bid of the bidder will not be opened.

Fourth envelope containing above three envelopes. Name of item, bid no., time of bid submission and due date for opening of bid should be clearly written on the front side of the envelope. (All the above envelopes shall be duly sealed individually).

**Superintending Engineer (M&P)
Ajmer Vidyut Vitran Nigam Ltd.
Opposite to 220 KV Chambal Power House,
Madar,
Ajmer - 305007.**

Other details are given in the **section –I (ITB)** of this specification.

The specification giving detailed terms and condition and technical data can be obtained, up to last date of sale of bid, from the office of the undersigned on payment of Rs. 2950/- [Non-refundable] on any working day by cash / demand draft payable to Sr. Accounts Officer (EA & Cash) AVVNL, Ajmer. Purchase of specification is essential for participation in the tender.

The Offer shall be submit in the office of the **Superintending Engineer (M&P)
Ajmer Vidyut Vitran Nigam Ltd. Opposite to 220 KV Chambal Power House,
Madar, Ajmer - 305007** upto last date of submission **24/12/2019** & offer shall be opened open on Date **26/12/2019 at 3.00 PM** in the presence of the representative[s] of the Bidder, if any.



SECTION – I

INSTRUCTIONS TO BIDDERS (ITB)

1.1. INTRODUCTION:

The bidders, in their own interest are requested to read very carefully these instructions and the terms and conditions as incorporated in Sections of this Tender document before filling the bid form. If they have any doubt about the meaning of this Specification or any portion thereof, they shall before submitting the bid furnish to the respective authority of Discom in writing at least **seven** days before the specified date of opening of techno-commercial bids in order that such doubts may be removed. Submission of the bid shall be deemed to be the conclusive proof of the fact that the bidder firm had acquainted themselves and is fully conversant with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in his bid.

1.2. FILLING OF BIDS:

- 1.02.1** Bids shall be submitted in the forms attached with bid document and all blanks in the bid and the Annexure(s) to the specification shall be duly filled in. The completed form(s), Annexure(s) shall be considered as a part of the contract documents, in the case of successful bid(s).
- 1.02.2** No addition/ alteration should be made in the form of the bid specification and annexures. The bid must comply entirely with specifications. No communication regarding alternative proposal, post bid clarification on technical matter or price shall be entertained unless bidder is specifically asked for the same by the purchasing authority. Suomoto technical clarification or changes in price or commercial conditions affecting the prices would attract a severe action of debarment from future bid at-least for one year or next bid whichever is later.
- 1.02.3** The bid and all accompanying documents shall be in Hindi/English Language and shall be signed by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the bid.
- 1.02.4** Bids should be filled in, only with ink or typed. No bid filled in by pencil or otherwise shall be considered.
- 1.02.5** All additions, alterations and over-writing in the bid must be clearly signed by the signatory of the bidder otherwise bid will be summarily rejected.
- 1.02.6** The bidder must quote the prices strictly in the manner as indicated herein, **failing which bid is liable for rejection**. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any room for doubt.
- 1.02.7** The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- 1.02.8** Any printed conditions of sale on the bid shall not be accepted by the purchase Authority. The bidder shall incorporate their conditions of sales, if any, in the text of the bid itself.



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1.02.9 The bid offer shall be furnished in the following manner:

- i) **First envelope containing proof of deposition of cost of Bid documents & EMD.** Name of item, bid no., time of bid submission, due date for opening of bid and the word 'Envelope-I & Cost of bid documents and Earnest Money / Valid Registration Certificate under relevant class / A certificate of being a Rajasthan / Central Govt. undertaking' should be clearly written on the front side of the envelope.
- ii) **Second envelope for techno-commercial bid.** Name of item, bid no., time of bid submission, due date for opening of bid and the word 'Envelope – II & Techno-Commercial Bid' should be clearly written on the front side of the envelope.
- iii) **Third envelope for price bid.** Name of item, bid no., time of bid submission, due date for opening of bid and the word 'Envelope – III & Price Bid' should be clearly written on the front side of the envelope.

Note: Envelope III containing price bid will be kept in the safe custody of the SE(M&P). It will be opened at a later date in respect of those bidders whose offers are found / adjudged technically and commercially acceptable. The date of opening of "Price Bid" shall be intimated to technically qualified bidders in due course of time. In case of deviation from the stipulated clauses of bid specifications, price bid of the bidder will not be opened. **NO DEVIATIONS OF ANY NATURE ARE ALLOWED.**

- iv) **Fourth envelope containing above three envelopes.** Name of item, bid no., time of bid submission and due date for opening of bid should be clearly written on the front side of the envelope. **(All the above envelopes shall be duly sealed individually).**

1.02.10 Bidders shall indicate in their bid the name and complete address of GST/Excise authorities under whose jurisdiction are their works / offices falls.

1.02.11 All bids and accompanying documents shall be addressed to the Superintending Engineer (M&P), Ajmer Vidyut Vitran Nigam Limited, Ajmer.

1.02.12 The bidder should sign the bid form at each page at the end.

1.02.13 Normally telegraphic bid / quotation or bid given in the form other than prescribed form will not be considered.

1.02.14 Only one representative, on submission of valid authorization of the signatory of the bid, will be allowed to be present during the opening of the bid.

1.02.15 **Deviation of any nature in the bid shall not be accepted.**

1.02.16 The bidder must clearly fill up each and every particular of Guaranteed Technical Particulars annexed with Technical specification otherwise he/she/it shall be responsible for Technical non-responsiveness.

1.3. EARNEST MONEY:

1.03.1 Before submitting the offer, the bidder shall deposit with the Sr. Accounts Officer (EA & Cash), AVVNL, Ajmer an amount of **Rs 9,980.00/- (Nine Thousand Nine hundred Eighty)** as Earnest Money by crossed Bank Draft / banker's cheque Payable in the name of the Sr. Accounts Officer (EA & Cash)



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AVVNL, Ajmer and obtain a receipt thereof. No other mode of deposit shall be accepted. Any bid not accompanied by a copy of the receipt for earnest money / crossed bank draft / banker 's cheque or registration certificate or certificate saying that the bidder is a Rajasthan / Central Govt. undertaking / Corporation / Company, shall be rejected and the bid will not be opened.

- 1.03.2** In case of unsuccessful bids, the Earnest Money will be refundable on production of the original receipt, within one month after finalization of the bid. In case of successful bids, the Earnest Money will be refunded as per the norms in the General Terms & Conditions of Contract on the request of the bidder after submission of Security bank guarantee (BG). If BG is furnished for full amount of security deposit, EMD shall be refunded.
- 1.03.3** Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the Nigam in connection with some other bids/orders shall not be entertained.
- 1.03.4** No interest shall be payable on such deposits.
- 1.03.5** The Purchase authority reserves the right to forfeit Earnest Money deposit or a part thereof in circumstance, which according to him indicate that the bidder is not earnest in accepting/executing any order placed under the specification.
- 1.03.6** The following categories of bidders are relaxed in payment of earnest money :-
- The bidders having vendor registration under MSMED for same nature of work may furnish earnest money ½% as against normal 2% of the estimated cost.
 - If the bidder is not registered under MSMED for the material under bid enquiry, they would not be entitled for relaxation from earnest money.

1.4. DOCUMENTS TO BE ENCLOSED WITH THE BID:

The bid shall be accompanied with the schedules, form, formats, certification, letter, declaration, undertaking, and affidavit as illustrated in annexures. Documents and the fact of their having been enclosed shall be indicated with the techno-commercial bid.

The bid which is not accompanied by mentioned schedules/annexures, documents or is accompanied by incomplete annexure/ schedules is liable for rejection.

1.05 RECEIPTS AND OPENING OF BIDS:

- 1.05.1** Sealed covers, in which the bids are enclosed, shall be delivered in the office of the **Superintending Engineer (M&P) Ajmer Vidyut Vitran Nigam Ltd. Opposite to 220 KV Chambal Power House, Madar, Ajmer – 305007** not later than **1.00 PM** Indian Standard Time (unless otherwise specified) on the date specified in the notice inviting the bid. **Bids shall not be accepted after the time and date fixed for receipt of bids.** Bids received after the time and date so fixed will not be entertained / considered.
- 1.05.2** The bids shall be opened in office of the SE (M&P), AVVNL, Ajmer at **3.00 PM** on the prescribed date in the presence of such bidders or their authorized representative, who choose to be present.



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- 1.05.3** If the date fixed for opening of the bids be declared as a public holiday, the bids shall be received and opened on the day on which office re-opens after such holiday(s) on the same time as indicated above.

1.5. VALIDITY OF OFFERS:

Bids shall be valid for a minimum period of **120 days** from the next date of opening of techno-commercial bids. Bids mentioning a shorter validity period than specified are likely to be ignored.

1.6. SIGNATURE OF BIDDER:

The bid must contain the name, designation and place of business of the person or persons making the bid and must be signed and sealed by the bidder with his usual signatures on each page of every document. **Bid by a partnership firm must be furnished with the full names of all the partners and be signed with the partners name by one of the member of partnership or by authorized representative indicating the signatures and designations of the person or persons signed with the legal entity of the Corporation/Companies by the Chairman or by the Secretary or by other person or persons authorized to bind the Corporation/Company in the matter. The bidder should sign the bid form at each page at the end.**

1.7. CAPACITY TO PERFORM PROJECT:

- 1.07.1** In order to satisfy the Purchaser that the person/firm bidding is technically/financially capable of executing the proposed order for the mandatory energy audit (MEA) on selected sub-station under AVVNL, Ajmer without consumer indexing as per energy conversion Act-2001 covered by the specification, the bidder shall furnish evidence to this effect in the relevant schedule. In the said schedule, the bidder is required to furnish information about the list of orders secured, orders in hand/pending to be executed together with brief write-up on the facility and the quantity of testing equipments, if any.i.e. Hardware tools, available with them.They may also furnish any other information in this regard which according to them qualifies for getting the order.
- 1.07.2** In case the Purchaser desires to examine and inspect through his representative(s) the said equipment and / or the works of the bidder or his associate, necessary facilities for the same shall be timely arranged by the bidder failing which the offer is liable to be rejected.
- 1.07.3** **The bidder shall furnish a copy of latest Balance-Sheet** duly certified by the practicing Chartered Accountant.
- 1.07.4** In case the bidder have rendered services, as per Scope of Work , in the past to the Nigam or any other electrical utilities, then they will provide the complete details of the same with date along-with the details of work order(s) obtained in past years as per the prescribed format.
- 1.07.5** The firm / person bidding for the tender shall have the minimum turnover of Rs. 10 lac per annum. The firm shall submit the relevant document duly certified by the practicing Chartered Accountant along with the bid.
- 1.07.6** The firm shall submit all the relevant calibration certificates of the testing



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equipments along with proper traceability. **These calibration certificates issued by the National test house / Laboratory shall be endorsed/attached along with the bid. Apart from this NABL accreditation the documentary proof of sub-standard references /standards shall also be attached with the bid.**

1.07.7 The Bidder should possess valid class "A"/"B" Electrical license issued by Electrical Inspectorate of any state Govt. or Central Govt. of India and has adequate technical knowledge and practical experience.

If the bidder owns a license other than Rajasthan state, then bidder will have to obtain it within one month from Electrical Inspectorate of Govt. of Rajasthan before commencement of the work in case bidder is selected for award, failing which the contract awarded is likely to be cancelled.

A undertaking to this effect is to be furnished along with the bid. The registration should be valid from the date of start of the work and shall remain valid up to 30 days from the date of completion of contract period.

The bidder shall submit Self Attested Copy of registration certificate issued by Electrical Inspectorate or any other authorized agency of the State.

Undertaking to register as Class – A contractors in the State of Rajasthan

1.07.8 The bidder who has failed to execute the work orders of the AVVNL earlier or black listed by AVVNL/any of state government/central government / central or state Govt undertakings /utilities/private organization etc on the date of bid submission shall not be eligible to participate in this tender. Self declaration on appropriate non-judicial stamp paper duly notarized for the same needs to be submitted along with Bid Offer.

1.8. PRICES:

The rates for the item wise / clause wise / point wise works mentioned in section-iv technical specification, scope of work are "FIRM" in all respect. The total cost of the tender is Rs. 4.99 lac inclusive of GST

1.08.1 However, in a case a new statutory tax, duty or local levies are imposed on this contract during its currency, the same shall be deposited by the firm / successful bidder on which the work order is placed, to Nigam. **No other charges towards To & Fro Charges, Lodging- Boarding and Engineering Charges shall be admissible to the agency.**

1.08.2 No representation for enhancement of rates once accepted will be considered.

1.08.3 In the event of receipt of more than two bids of a bidder in the tender box while opening the bids on scheduled time than all such price bids shall not be considered and shall be rejected outrightly

1.08.4 When there is a difference between the rates in figure and words, lower of the two rates shall be taken as valid and correct.

1.08.5 Any downward variation in the applicable rates of existing taxes/ duties or abolition of existing taxes / duties shall be passed on by the Nigam to the supplier and vice versa in case of upward variation,



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1.08.6 Necessary tabulation of bids shall be prepared indicating all invents of unit landed price of all the bidders in the ascending order and L1, L2, L3...position of the bids will be ascertained.

1.9. QUANTITIES:

1.09.1 The tendered quantity indicated in the accompanied schedule (s) is only provisional and the purchaser reserves the right of revising the same at the time of placing the order.

1.09.2 The work order of the total quantity shall be awarded to one agency. The split of quantities shall not be entertained

1.10. GENERAL:

1.10.1 Proof of deposition of cost of bid document by the bidder is essential for the consideration of their bid. Only one bid will be accepted against each copy of the specification purchased. This specification is not transferable. The cost of bid form once sold will not be refunded under any circumstances. The bidder possessing more than one entity/factory/Laboratory at different location shall not submit offers with different rates / same rates for each of his entity/factories/Laboratories against one bid form purchased by him. In such an event, the bidder is liable to be rejected. In case the bidder desires to submit offer for each of his entity/factories/Laboratories, he will have to submit separate bids for each of his factories and independently comply with all the bid conditions including bid fee, E.M.D. etc.

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

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

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

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

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



SECTION – II

GENERAL TERMS & CONDITIONS

Notwithstanding anything contained to the contrary in the specification or bid or any subsequent exchange of correspondence these terms and conditions shall prevail and shall be binding on the supplier/ Contractor and any change or variation expressed or impressed beyond T&C whatsoever made by them shall be inoperative unless otherwise sanctioned by the Nigam. The supplier / Contractor shall be deemed to have fully informed themselves and to have specific knowledge of the provisions of the T&C mentioned hereunder.

1. PRICES:

The rates for auditing & reporting are "**FIRM**" in all respect including GST. However, in a case a new statutory tax, duty or local levies are imposed on this contract during its currency, the same be reimbursed by the Nigam at actual on submission of documentary evidence. **No other charges towards To & Fro Charges, Lodging-Boarding and Engineering Charges shall be admissible to the agency.**

2. SECURITY DEPOSITE:

The agency shall deposit 10% amount of the total contract value by crossed Bank Draft / banker's cheque Payable in the name of the Sr.Accounts Officer (EA & Cash) AVVNL, Ajmer and obtain a receipt thereof; within 7 days from the date of award of work order but before commencement of work, toward security amount and the same will be refunded to the agency on successful completion of the contract and after meeting all legal and contractual liabilities by the agency as per terms and conditions of the contract. The security deposit so received would be non-interest bearing.

3. MONITORING AND VERIFICATION:

The agency shall have to obtain a work verification report from SE (M&P), AVVNL, Ajmer showing the details of actual work carried out along with the period for which the work has been carried, there at and same shall be submitted with the bill submitted to for verification and payment.

The agency shall submit the deliverables and reports to SE (M&P) AVNL, Ajmer at the time of obtaining work verification report and same shall be confirmed/ certified in the verification report.

The agency shall permit AVVNL access to testing records and the related documents.

The agency shall communicate the name of its authorized representative who will be responsible for the entire work and shall report directly to the Superintending Engineer (M&P), AVVNL, Ajmer.

4. CHANGE OF QUANTITY:

The owner reserves the right to alter any specification in the accompanying technical specifications as may be necessary, during the execution of the contract.

5. ACCEPTANCE OF CONTRACT:



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The successful bidder will be forwarded three sets of letter of award, two of which will be signed (each page) by him/his authorized representative in token of his accepting the contract and returned to the authority placing the order within 7 days of its issue, failing which, his EMD is liable to be forfeited.

6. COMMENCEMENT OF WORK:

The agency should start the work from the date of work order. For calculation of penalties/ work completion period this date shall be recorded.

The agency is required to mobilize its manpower and testing equipments well in advance.

7. SUSPENSION OF WORKS:

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

8. WORK COMPLETION SCHEDULE:

The successful bidder is required to complete the desired work within "**60 Days**" from the date of LOI or work order, whichever is earlier

The Bidders should clearly mention the schedule of work completion in their tender offer. For delay in completion of work the penalty shall be recovered from payment of the agency as per terms & conditions.

9. ASSIGNMENT AND SUB-LETTING OF CONTRACT:

Assignment and Sub-Letting of contract is not allowed.

10. TERM OF PAYMENT/ MODE OF PAYMENT:

The payment to the contractor against actual work carried out as per work order shall be made by the Sr. Accounts Officer (EA & Cash) AVVNL, Ajmer on the basis of value of bill(s) submitted after fulfillment of the following contractual formalities:

- (a) Acceptance of award of work order.
- (b) Acceptance of the Mandatory Energy Audit Report by AVVNL, BEE & RRECL
- (c) Submission of Security Deposit as per clause no.2 above of this section and execution of contract agreement.

The agency shall furnish the bills, in triplicate, to the Superintending Engineer (M&P), AVVNL, Ajmer along with the Mandatory Energy Audit report Deliverables as indicated in scope of work. The, TA to Superintending Engineer (M&P), AVVNL, Ajmer will submit the invoice/ bill to the Superintending Engineer (M&P) AVVNL, Ajmer.

The Superintending Engineer (M&P) AVVNL, Ajmer after countersigning such duly verified invoice/bill would send the same to the Sr.Accounts Officer (EA & Cash),AVVNL, Ajmer, for payment.

The Sr.Accounts Officer (EA & Cash) AVVNL, Ajmer after receiving the verified and counter signed invoice/ bills from the Superintending Engineer (M&P), will arrange the payment directly to the contractor/ agency.

100% payment of the billed amount shall be released to the Agency, directly, on or after 30 days from the date of receipt of invoices in the office of Sr.Accounts Officer (EA & Cash) AVVNL, Ajmer, after deduction of amount / penalties, if any.



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

11. PENALTY ON DELAY IN COMPLETION OF WORK:

In the event of 100% work of ordered quantity is not completed within "Two Weeks" from actual commencement of work, the AVVNL shall effect a penalty of HALF PERCENT(**0.5%**) per week or part thereof subject to a maximum of TEN PERCENT (10%) of delayed work amount and penalty amount shall be recovered from the account of Agency.

12. LIABILITY FOR ACCIDENTS AND DAMAGES:

The Agency shall be liable for and shall indemnify the AVVNL in respect of all injury to person or damage to property of AVVNL resulting from the negligence of the Agency or his workman or from defective work but not from any other cause.

13. SAFETY OF SYSTEM AND PERSONNEL:

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

The agency shall have to follow all the safety rules and regulations. In case of violation work order may be cancelled and AVVNL is not responsible for any mis-happening.

14. STATUTORY REGULATIONS & STANDARDS:

a. Statutory Regulations:-

The contractor is required to follow Indian Electricity Act 2003, Energy Conservation Act, 2001 and all the regulations/notifications under the said act, Indian Electricity Rules, 1956, as amended and other local rules and regulation referred in this specification.

b. Reference Standards:-

The codes and/ or standards referred to in the specification shall govern, in all cases wherever such references are made. In case of a conflict between such codes and/or standards and the specification, latter shall prevail. Such codes and/or standards referred to shall mean the latest revisions, amendments/changes adopted and published by the relevant agencies unless otherwise indicated.

c. Guidelines:-

Bureau of Energy Efficiency has suggested scope of work to conduct Mandatory Energy Audit for Electricity Distribution Companies. This will facilitate AEA and DCs for adopting sector specific procedures in conjunction with PAT rules 2012 and its subsequent amendments

15. TAXES, PERMITS AND LICENCES

The contractor shall be liable and pay all imported items/equipment taxes, duties, levy, lawfully assessed against the owner or the contractor in pursuance of the



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contract. In addition the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property only. This clause shall be read in conjunction with clauses of Section-I "ITB".

16. DISPUTES:

All disputes whatever, which may arise between the parties herein out of or in connection with the contract, shall be referred to the corporate settlement committee after deposit of prescribed fee by the contractor.

17. CONTRACT AGREEMENT : The successful bidder shall execute contract agreement on Rajasthan Non-Judicial Stamp Paper worth 0.25% of Contract value /as per GOR prevailing norms within 15 days of the date of issuance of the Letter of Award. The requisite stamp duty shall be borne by the successful bidder.

18. FURTHER CORRESPONDENCE:

The correspondence related to bid and purchase/work order shall be made with the **Superintending Engineer (M&P) Ajmer Vidyut Vitran Nigam Ltd. Opposite to 220 KV Chambal Power House, Madar, Ajmer - 305007**

The correspondences related to execution of ordered works including survey quantity approval, shall be made with concerned circle Superintending Engineer (O&M)/ Superintending Engineer (M&P), AVVNL, Ajmer.

The correspondence regarding bills & payment etc. shall be made with the Sr. Accounts Officer (EA & Cash) AVVNL, Ajmer under intimation to Superintending Engineer (M&P), Ajmer.



SECTION-III

QUALIFICATION REQUIREMENT

1. INTRODUCTION:

This section covers the minimum requirement with respect to experience, capability and other particulars of the Bidder to be considered eligible for participation in the bid for the proposed work. The bidder shall become eligible to bid on satisfying the following "Bid Qualifying Requirements" and on production of the required documentary evidence along with the bid proposal.

2. BID QUALIFICATION REQUIREMENTS:

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

- a. The Bidder should be **valid Accredited Energy Auditor with Bureau of Energy Efficiency, MoP, GoI for carrying out Mandatory Energy Audit activity for Discom sector.**

**QUALIFICATION CRITERIA AND EVALUATION METHODOLOGY**

Sl. No	Qualification Requirements	Document Required
Pre-Qualification Requirement		
1	This bidding is open for service provider only (Joint Venture in any form shall not be allowed to participate)	
	(i) That they are qualified service providers who regularly provide services of the type specified and have adequate technical knowledge and practical experience".	Self-attested copy of the Certificate
	(ii) That they have adequate calibrated instruments/ equipments and facilities available to perform the assignment properly and expeditiously within the time period specified.	
	(iii) That they do not anticipate change in the ownership during the proposed period of Purchase Order.	
2	Consortium are not allowed to participate in this bidding	
3	The Bidder must be an Accredited Energy Auditor or empanelled Accredited Energy Audit Firm with BEE. The Bidder must be a auditor, company, registered under the Companies Act, 1956 or a partnership firm registered under Partnership Act or a Proprietorship firm & operational or Society registered under Societies act	Self-attested copy of the Accredited Energy Auditor Certificate issued by BEE or proof of empanelment with BEE. Self-attested copy of the Certificate of Incorporation/ Registration Certificate / Certificate of Commencement of Business /Certificate of Society
4	The Bidder should be registered with the Goods and service tax department	(i) GST registration certificate (ii) PAN Card (iii) However, if it is under taken by the bidder that GST registration is under process, in such case the price bid shall be considered for opening but the award will not be issued till registration under GST not submitted
5	The bidder must not have been blacklisted by any of the Central/ State power utilities in India for fraudulent or corrupt practices.	The bidder should provide an undertaking (self-certificate) that the bidder is not presently blacklisted for fraudulent or corrupt practices by any of the Central/ State power utilities in India in attached format .



Technical Requirement		
6	The bidder must have been successfully completed Energy Audit with total cost of 5 lacs in last 3 years in any power distribution utility in India	Submit / upload relevant document i.e. documents showing accreditation of the bidder with BEE and valid affiliation certificate issued by the certification body.
7	The bidder must have been successfully completed at least one Assignment related to computation of distribution losses and/or providing consultancy services in regulatory matters in which at least one should be related to computation of distribution losses in public or private sector power distribution utility in India and given reports to the satisfaction of the client.	a) Copy of work order(s) mentioning the nature of work and completion certificate against the submitted work order(s). the completion Certificate should be duly dispatched and signed by the officer not below the rank of or equivalent to Superintending Engineer /Chief Accounts Officer.
8	For the work of verification or check verification, the accredited energy auditor shall constitute a team comprising of a team head and other members including sector experts: <ul style="list-style-type: none">• Provided that a person who was in the employment of any of the Discom in Rajasthan in the previous four years, shall not be eligible to perform the work of verification or check verification for such DC:• Provided further that any person or firm or company or other legal entity who was involved in undertaking energy audit in any of the Discom in Rajasthan in the previous four years, shall not be eligible to perform the work of verification or check verification for such DC.	An Affidavit on Rajasthan Non-judicial stamp paper of worth 100/- is to be submitted in this regard.

Financial Requirement		
9	The Bidder should have a minimum average annual turnover of INR 10 lacs only in last three financial years (i.e.2016-17, 2017-18 and 2018-19) with positive networth	Copy of Income tax return and annual Audited balance sheets and profit and loss statements should be enclosed for the last three financial years along with the certificate duly verified by practicing CA indicating turnover during last



		three financial years with UDIN No..
10	Bidder must have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments.	Shelf declaration and supporting documents
11	The bidder must submit a Power Of Attorney 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.	Power of Attorney from the company/firm/auditor in favour of the authorized signatory.

3. **QUALIFICATION CRITERIA:**

Qualification will be assessed upon meeting all the minimum criteria regarding the applicant's general and particular experience, personnel capabilities, infrastructure availability, financial position, system proposed, methodology and plans to be adopted as detailed in the Bidder's response.

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

PRE- QUALIFYING REQUIRMENT AND PROPOSAL EVALUATION INFORMATION SHEET

S. No.	Details required :	Brief details to be furnished by the firm :	Page No. of Self-attested attached document as proof.
1.	Clear detailed information of the firm/company		
2.	Complete bid document including all corrigendum (if any, further issued) dully filled as per requirement, signed and should be uploaded.		
3.	Status of the firm (company/ society/etc.,)		
4.	GST registered certificate of the firm		
5.	Certificate of incorporation of bidder		
6	<i>Work Experience</i>		
7	Minimum Annual Turnover criteria (MAT)		
8	Audited annual reports and CA certificate		
9	Income Tax Return		
10.	CA Audited P&L		
11	Audited Balance Sheet		



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12	Tender Application form		
13	Undertaking of Business relation severement / Blacklisting/ Debarred		

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

Evaluation of proposals:

The evaluation of techno-commercial bid will be done & price bids (i.e. Cover-3) of only those bidders will be opened who are found technically eligible and qualified. The basis of technical evaluation shall be the documents submitted as techno-commercial bids

Method of selection on L-1 Basis

Financial Evaluation:-

The proposal with lowest quoted cost shall be adjudged as L-1 and such rate will then be deemed as the lowest rate to perform the assignment.

The Discom may hold a kick off meeting with the successful bidder to discuss the detailed work plan.

If there is situation of tie of prices at L-1, the position shall be decided through manual lottery system in presence of bidder/s.

SECTION-IV
TECHNICAL SPECIFICATION

SCOPE OF WORK

AVVNL, Ajmer intends to conduct mandatory energy audit of its distribution network. Energy Auditor needs to facilitate Ajmer Discom on following to comply with Energy Conservation Act, 2001 and subsequent BEE PAT regulations,2010:-

- a) Filling up the form - 1 (Energy consumption data as per BEE PAT regulations)
- b) Filling up the form - 2 (details of action taken for improving energy efficiency)
- c) Filling up the form – 3 (Details of energy efficiency improvement measures)



- d) Submission of mandatory energy audit report to the Bureau of Energy Efficiency & RRECL.

SCOPE OF WORK FOR CONDUCT OF MANDATORY ENERGY AUDIT

1. Sample Identification

1.1 Identify a power sub-station at 33kV level having input energy injection points.

2. Audit/verification of metering

2.1 Verify the status of energy metering along with their healthiness of incoming / outgoing feeders at 33 kV and 11 kV at identified power sub-station. The same may also be verified/cross checked at field. It should also be ascertained that whether regular testing of meters, meter calibration frequency and the replacement of faulty meters is being done as per guidelines.

2.2 From the identified power sub-station, ascertain the number of 11 kV/433 V distribution transformers along with their capacity. The status of energy metering on these distribution transformer and type of metering should be ascertained along with their healthiness and meter calibration frequency. The same should also be verified /cross checked through field visit. It should also be ascertained that replacement of faulty meters is being done as per guidelines.

2.3 Ascertain the status of consumer metering, their type and healthiness for various category of consumers, meter calibration frequency. The time taken for replacement of faulty meters should also be ascertained.

Based on the above metering the Energy Auditor should submit his report. The report should give the status of metering along with recommendations/various steps required to be taken by the utility with regard to metering which can help in further improvement of the energy metering and energy accounting.

3. Audit/verification of Distribution Losses

3.1 Verification of energy sales (metered and unmetered) in the distribution network area of identified power sub-station.

3.2 Energy audit exercise should be taken under the following mentioned voltage levels:

- a. Above 11 kV
- b. 11 kV level
- c. Below 11 kV level

3.3 Computation of losses:

- a. Above 11 kV level:
 - i. Compute grid losses by using grid balancing approach.
 - ii. Verify the healthiness and life of Power transformer.



iii. Computation of energy handled and power transformer losses at each voltage level (like 33/11, 66/11).

b. At 11 kV level:

i. Compute feeder wise losses of all 11kV feeders emanating from identified power sub-station.

c. Below 11 kV level:

i. Calculate DT transformation losses.

ii. Verify the healthiness and life of distribution transformer.

iii. Compute LT losses (DT wise) under the distribution network of identified power sub-station.

On the basis of identified losses for sample power sub-station and downstream network, DISCOM may extrapolate/compare the results at company level.

4 Thermography: Analyze the heat dissipation from electrical equipments and identify the hot points and provide suggestion to reduce the losses due to heat dissipation.

5 Study power quality issues like power factors, over loading, under loading, load balancing, active power, reactive power, Total Harmonics Distortion (THD) at various load feeders and consequently exploring the solution for improving the power quality.

6 The Auditor shall study and examine the Energy conservation measures which are being followed by the utility in reducing the overall distribution losses and in enhancing efficiency. The Auditor will also give his recommendations with regard to the further steps which can be adopted in this regard.

7 Cost benefit analysis of each recommended energy saving measures as per standard practice.

8 The investment proposals shall be backed with technical and economic viability and prioritization of energy conservation measures based on financial analysis of various options taking into account the capacity of the designated consumer to make investment in such measures.

9. Analyze the effect of single phase HV& LT Line network on transmission losses & measures to minimize it.

10. (TO BE PROVIDED by AVVNL) In sample Identification of 33/11 KV sub-station,-select one 33/11 kV S/s and following details are required:

S. No.	Particulars	Required details
1	Name of Sub -station	<Location/ Sub-Division>
2	Total Nos. of feeders	(in nos.)
	33 kV Incomers	
	11 kV Incomers	
	33 kV Outgoing	
	11 kV Outgoing	
	LT Incomer	
	LT Outgoing	



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3	Total Nos. of Distribution Transformers	(kVA Capacity *Nos.)
4	Total Nos. of Consumers in each billing category associated with selected 33/11 kV S/s	
5	Total length of 11 kV Line (in km)	
6	Total length of LT line (in km)	
7	Total Power Transformer installed in the Substation	(kVA Capacity *Nos.)
8	Total Nos. of CT & PT units installed in the selected substation	
9	Total Nos. of 33 kV and 11 kV feeders meters installed in the substation	

Deliverable:-

The following Deliverables shall be submitted by Accredited Energy Auditor as part of the report:-

S. No.	Deliverable
	Submit 5 copies of report of the results of assessment in a hard bound after completion of MEA
1.	Installation, accuracy of meters on feeders, import/export points.
2.	Validity of data for energy sales, revenue billed and collection.
3.	Methodology followed for assessment of energy sales for unmetered consumers.
4.	Validation of distribution loss figures as established by the utility.
5.	Conclusion, deviation, and recommendation for corrective action.
6.	Recommendations for alternatives with relevant Payback period calculations.



SECTION-V

ANNEXURES

Annexure I

BIDDER'S AUTHORIZATION CERTIFICATE (To be enclosed with the technical bid)

To

Superintending Engineer (M&P)
Ajmer Vidyut Vitran Nigam Ltd.
Opposite to 220 KV Chambal Power House,
Madar,
Ajmer – 305007.



AJMER VIDYUT VITRAN NIGAM LTD.

<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.....

Annexure - II
SELF DECLARATION – NO BLACK LISTING
(To be enclosed with the technical bid)

To,
Superintending Engineer (M&P)
Ajmer Vidyut Vitran Nigam Ltd.
Opposite to 220 KV Chambal Power House,
Madar,
Ajmer – 305007

In response to the Tender Ref. No. _____ dated _____, as an owner/ partner/ Director of _____, I/ We hereby



AJMER VIDYUT VITRAN NIGAM LTD.

declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

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.....



AJMER VIDYUT VITRAN NIGAM LTD.

Annexure III:
TECHNICAL PROPOSAL SUBMISSION FORM
(To be enclosed with the technical bid)

To,
Superintending Engineer (M&P)
Ajmer Vidyut Vitran Nigam Ltd.
Opposite to 220 KV Chambal Power House,
Madar,
Ajmer – 305007

[Reference No.]

Dear Sir,

Ref: Tender 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 for carrying out the project in accordance with Bid Document.
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 Bid Document for a period of days as specified in the NIT from the closing date fixed for submission of bid as stipulated in the Bid document.
6. In case we are engaged by the Discom, we shall provide any assistance/cooperation required by Discom, 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.....



Annexure IV:

**FIRM'S PAST EXPERIENCE
(To be enclosed with the technical bid)**

**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.

I. Mandatory Energy Audit services related Experience

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.....



Annexure V:

FINANCIAL PROPOSAL SUBMISSION LETTER

(To be enclosed with the technical bid)

To,
Superintending Engineer (M&P)
Ajmer Vidyut Vitran Nigam Ltd.
Opposite to 220 KV Chambal Power House,
Madar,
Ajmer – 305007

[Reference No.]

Dear Sir,

Ref: Tender Notification dated..... No.....

Sir/ Madam

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 service tax 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 120 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.....



Annexure VI
PRICE SCHEDULE
(To be enclosed with the financial bid)

Tenders Inviting Authority: Superintending Engineer (M&P)

Name of work: Appointment of accredited energy auditor for carrying out Mandatory Energy Audit (MEA) of distribution network of AVVNL, Ajmer.

AVVNL/ SE / M&P/ TN-31

After careful and analytical study of the scope of work given in tender document and considering all the terms & conditions as prescribed in this bid, I/we are offering my / our prices for Appointment of accredited energy auditor for carrying out Mandatory Energy Audit (MEA) of distribution network of AVVNL, Ajmer.

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. **Excepting service tax, all taxes & duties applicable if any shall also be payable by the bidder.**

TO BE FILED ONLINE IN COVER- 3

WE QUOTED OUR LOWEST RATES AGAINST TENDER SPECIFICATIONS AS UNDER: -

Sr.No.	Task Name	Unit	Lump Sum charges excluding GST	GST on Total			Total GST Amount	Lump Sum charges including GST
			(in INR)	CGST	SGST	IGST	(in INR)	(in INR)
				%	%	%		
1	Conduct of Mandatory Energy Audit (MEA) as per Energy Conservation Act, 2001 of selected Distribution Network of AVVNL, Ajmer	Lump sum						

Signature.....

In the capacity of.....

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

Seal of the Organization: -

Date.....

Place.....



Annexure- VII

MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

- Particulars of appellant:
 - Name of the appellant: <please specify>
 - Official address, if any: <please specify>
 - Residential address: <please specify>
- Name and address of the respondent(s):
 - <please specify>
 - <please specify>
 - <please specify>
- Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Discom in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>
 - If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>
 - Number of affidavits and documents enclosed with the appeal: <please specify>
 - Grounds of appeal (supported by an affidavit): <please specify>
- Prayer: <please specify>

Place

Date

Appellant's Signature



Annexure – VIII

Undertaking

(To be enclosed with the technical bid)

I proprietor / partner / Director / Authorized Signatory of M/s.....

..... having its Registered Office/Head Office at Give an undertaking;

1. That, M/s have participated against TN No. due for opening on For services of
2. That, I have gone through the tender document and aware with all the requirement of the tender specification.
3. That, the profile of M/s is as under:-
 - (a) Address of Bidder -
 - (b) GST Registration No. of the firm -.....
 - (c) PAN No. of the firm -
 - (d) Entrepreneurs Memorandum Number (If registered under MSME) –
.....
 - (e) E-mail address of the firm -
 - (f) Mobile No. -.....
 - (g) Name & Branch address of bidder banker -
 - (h) Bank Account of the firm -
 - (i) IFSC Code of the branch for RTGS -
4. That we confirm that there is no deviation with the commercial terms & conditions requirement of the Tender Specification.
5. That, it is confirmed that we are accredited with BEE and have at least one number of accredited Energy Auditor.
6. That, it is confirmed that we have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignment.
7. That the AVVNL will have full right to cancel the order, if awarded and forfeit the EMD / Performance SD as applicable in event if finds that the information given at sl. No. 7 is misleading or false, even at a later date i.e. after opening of Price Bid/Award of Order.



8. I sole proprietor / partner / Director of

M/s,..... undertake that I am not interested as a proprietor and/or partner

and/or in any other party/firm, participated in tender No. ----- of Purchaser

due for opening on ____/____/20__ for services of -----

9. We hereby undertake and submit the declaration that our firm/company is not debarred/ black listed for future business with any Electricity Distribution Companies in India.

10. I,....., the Sole proprietor / partner/ authorized signatory of M/S....., participating in the bidding process against tender No..... undertake that I am not interested as a proprietor and/or partner in any other firm participated in the tender for procurement of....., and specifically undertake that our firm/Company

- (i) Not follow & shall not follow unethical/unfair/fraudulent practice in any manner.
- (ii) Has no conflict of interest with any bidder/firm participating in the tender.
- (iii) Not concealing any material information.
- (iv) Not given any misleading fact or statement in the offer/bid submitted against the tender.
- (v) Has not been debarred/blacklisted for future business with Purchaser/other Discom of Rajasthan.

Further, the AVVNL will have full right to cancel the order, if awarded and forfeit the EMD/Bid Security & Performance Guarantee as applicable in the event of the above condition/situation is observed, even at a later date i.e. after opening of Price Bid / award of order.

Note: The undertaking should be given by the proprietor / Partner/ Director/ Authorized signatory of the Company

PLACE:	SIGNATURE OF TENDERER
	NAME IN FULL
DATE	DESIGNATION/ STATUS IN THE FIRM
	COMPANY SEAL



Annexure – IX

Schedule of Composition of Team and the Team Leader to be deployed

(To be enclosed with the technical bid)

Bidder's Name & Address:

To,
 Superintending Engineer (M&P)
 Ajmer Vidyut Vitran Nigam Ltd.
 Opposite to 220 KV Chambal Power House,
 Madar,
 Ajmer – 305007

Sub: - Details of Team to be deployed.

Sr. No.	Member	Name
1	Team Leader	
2	Other Member	
3	Other Member	
4	Other Member	
5	Other Member	
6	Other Member	
7	Other Member	

Note:

1. Team leader should be accredited energy auditors with BEE.
2. Other member should be BEE Certified Energy Auditors having experience of minimum three years in energy audit MEA.

Signature of Bidder with Seal of Firm :

**Place-
Date-**

**Name (in full) :
Designation :**



Annexure – X
SCHEDULE OF CURRICULUM VITAE FOR EACH MEMBER OF
ENERGY AUDITOR'S TEAM
(To be enclosed with the technical bid)

Name:

Profession/ Present Designation: _____

Total post qualification experience: _____ Years with organization:

Educational Qualification:

(Under this heading, summarise college/ university and other specialized education of staff member, giving names of colleges, etc. degrees obtained.)

(Please enclose attested copy of educational qualifications)

Experience:

(Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments)

Language:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor')

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to disqualification of the firm.

Signature of Team member Full Name:

Date:

Signature of Authorized Signatory Full Name:

Date:



Annexure – XI

**Schedule of Proposed Methodology and Work Plan
(To be enclosed with the technical bid)**

Bidder's Name & Address:

To,

Superintending Engineer (M&P)
Ajmer Vidyut Vitran Nigam Ltd.
Opposite to 220 KV Chambal Power House,
Madar,
Ajmer – 305007

Dear Sir,

We hereby enclose a brief write up on the proposed methodology to be adopted for carrying out Mandatory Energy Audit of distribution network of AVVNL, Ajmer.

- I. Approach Methodology and Work Plan in responding to scope of work and deliverables
- II. Key Personnel and their Task Assignment for Completing the Assignment

Signature of Bidder with Seal of Firm :

**Place-
Date-**

**Name (in full) :
Designation :**



Annexure – XII
CHECK LIST

Sr.No.	Check List Item	Options	Answer
1.	Whether “Earnest Money Deposit” of specified amount is kept in a sealed Cover-1	Yes/No	
2.	Whether NSIC/SSI/MSME/DIC Registration Certificate is attached	Yes/No	
3.	Whether all annexures except annexure-VI (Price bid) duly filled & signed with supporting document are enclosed with technical bid	Yes/No	
4.	Price bid is duly filled in and signed by the signatory authority & submitted in Cover-3 All the documents mentioned in the “Eligibility Criteria” in support of the eligibility (Requisite supporting documents meeting eligibility criteria as specified in	Yes/No	
5.	Section-I ,II &III	Yes/No	



ANNEXURE XIII
BID PROPOSAL FORM
[On the letter Head of the Firm]
(To be enclosed with the technical bid)

1. Subject: Tender for

2. Name and full postal address :
contact number and e-mail of the
firm submitting the proposal

3. To be addressed to:

To,

Office of the Superintending Engineer (M&P)

Ajmer Vidyut Vitran Nigam Ltd.

Opposite to 220 KV Chambal Power House,

Madar,

Ajmer – 305007

Phone: 0145-2670593, E - Mail: semnpad@yahoo.com

4. Reference(NIT No):

5. The fee as per tender has been submitted/deposited as under :

S.No.	Details	Amount	Details of submission :	Remarks, if any :
1.	Tender Cost	Rs. 2950/-		
2.	EMD	As per ITB		

6. We agree to abide by all the conditions as mentioned in Tender document of NIT No:

....., Dated..... issued by the **SE(M&P), AVVNL** and (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

7. All required documents and certificates are submitted herewith.

SIGNATURE OF TENDERER
WITH SEAL



Annexure-XIV

Compliance with the Code of integrity and No Conflict of interest (To be enclosed with the technical bid)

RTPP:

Rule 80. Code of integrity: -

- (1) All the officers or employees of the procuring entity shall,-
- (a) Maintain an unimpeachable standard of integrity both inside and outside their office;
 - (b) act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions;
 - (c) Not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large;
 - (d) Not intentionally use unnecessarily restrictive or “tailored” specifications, terms of reference or statements of work that can discourage competition;
 - (e) not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from the procuring entity;
 - (f) not have a financial interest in any bidder(s) responding to a procuring entity’s bidding process and any person having financial interest in any bidder shall not participate in that procurement process;
 - (g) Not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorised to receive such information;
 - (h) Treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process;
 - (i) provide all bidders identical information at the same time, during the bidding process;
 - (j) apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process;
 - (k) Not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders;
 - (l) Protect the interests of the procuring entity under all circumstances while dealing with information and information sources;
 - (m) Maintain confidentiality of all bids;



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(n) Ensure that the selection of bidder is as per the bidding documents and is not influenced by personal reasons attributable to concerned officials in any manner; and

(o) Disclose conflict of interest, if any.

(2) Any person participating in procurement process shall,

(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

(b) not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

(c) not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;

(d) not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;

(e) not indulge in 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 procurement process;

(f) not obstruct any investigation or audit of a procurement process;

(g) disclose conflict of interest, if any; and

(h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Rule 81. Conflict of interest: -

(1) A conflict of interest for procuring entity or its personnel and bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

(2) The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following:-

(a) A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.

(b) Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation

(c) A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.



(d) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from procuring entity's personnel's actions or decisions.

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

(a) they have controlling partners in common;

(b) they receive or have received any direct or indirect subsidy from any of them;

(c) they have the same legal representative for purposes of the bid;

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;

(e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or

(f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

Rule 82. Breach of code of integrity by the bidder: -

Without prejudice to the provisions of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46.

SIGNATURE OF AUTHORISED
SIGNATORY WITH SEAL



Annexure-XV

Declaration by the Bidder regarding Qualifications
(To be enclosed with the technical bid)

In relation to my/our Bid submitted to.....for procurement of..... in response to their Notice Inviting Bids No..... Dated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

SIGNATURE OF AUTHORISED
SIGNATORY WITH SEAL

Date:
Name :
Designation:
Address:



Annexure-XVI
Additional Conditions of Contract
(To be enclosed with the technical bid)

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall be according to provisions mentioned in RTPP Act 2012 & Rules 2013, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (i) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall be according to provisions mentioned in RTPP Act 2012 & Rule 2013 of the value of Goods of the original contract. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Other terms & condition which are not mentioned in bid documents shall be prevail as per provision mentioned in RTPP Act 2012 & Rules 2013 made thereunder.

SIGNATURE OF AUTHORISED
SIGNATORY WITH SEAL



Annexure-XVII

FORM OF CERTIFICATE OF FINANCIAL PARAMETERS FOR QR

(To be enclosed with the technical bid)

(Rupees in Lakhs)

Sl. No.	Financial parameters	2018-19	2017-18	2016-17
1.	Annual Turnover			
2	Net Worth			

** Annual total Income/ turnover as incorporated in the Profit and Loss Account excluding non-recurring income, i.e. sale of fixed asset etc.

It is certified that all the figures are based on audited accounts read with auditors report and Notes to Accounts etc.

Date

Certified By

Place

(Chartered Accountants)

Membership No.

Seal

UDIN NO.



Annexure No. XVIII
Format of Affidavit for MSME Unit
(To be enclosed with the technical bid)

(On Non-Judicial Stamp Paper of Rs. 100/- attested by Notary Public/ First Class Magistrate)

IS/oAgeYrs. Residing at
..... Proprietor/Partner/ Director of M/s do hereby solemnly
affirm and declare that :

- (a) My/Our above noted enterprise M/s has been issued acknowledgement of Entrepreneurial Memorandum Part - II by the District Industries Center
The acknowledgement No. is dated and has been issued for manufacture of following items:

Name of Item	Production Capacity (Yearly)
(i)	
(ii)	
(iii)	
(iv)	
(v)	

- (b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part - II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.
(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.
(a) The present status of the firm is as per acknowledgment of Entrepreneurial Memorandum Part-II issued on the date of District Industries Center, _____.

Place

Signature of Proprietor/ Director/
Authorized Signatory with Stamp and Date

VERIFICATION

I, _____ S/o _____ Aged _____ Years residing at _____
_____ Proprietor/ Partner/ Director of M/s _____
_____ verify and confirm that the contents at (a), (b), (c) & (d) above are true and correct to the best of my knowledge and nothing has been concealed therein. So, help me God.

DEPONE



Annexure XIX

PERFORMANCE SECURITY FORM

(On NJS of Rajasthan of worth 0.25% of BG Value (maximum stamp duty of Rs. 25000/-)

Bank Guarantee No.

Date.....

Contract No.....

.....[Name of Contract].....

To

**Superintending Engineer (M&P)
Ajmer Vidyut Vitran Nigam Ltd.
Opposite to 220 KV Chambal Power House,
Madar,
Ajmer – 305007**

Dear Ladies and/or Gentlemen,

We refer to the Letter of Intent ("LOI") <Insert LOI No:>, issued on <Insert Date of Issue of LOI by Discom.....> by Ajmer Vidyut Vitran Nigam Limited (hereinafter referred to as "AVVNL"/ "Employer"), having its Registered Office at Vidyut Bhawan, Panchseel, Makarwali Road, Ajmer-305001 (Rajasthan), **on behalf of Government of Rajasthan (hereinafter referred to as 'GoR' / 'Owner')**, to M/s (Name of Contractor), having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") concerning **Appointment of accredited energy auditor for carrying out Mandatory Energy Audit (MEA) of energy audit of distribution network of AVVNL, Ajmer**

and the LOI having been accepted by the selected Contractor vide <.....Insert Letter No....>, resulting in Letter of Award to be issued and Contract Agreement to be entered into. [Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]

Or (Select Option accordingly as applicable)

We refer to the Letter of Intent ("LOI") <Insert LOI No:>, issued on <Insert Date of Issue of LOI by Discom.....> by Ajmer Vidyut Vitran Nigam Limited (hereinafter referred to as "AVVNL"/ "Employer"), having its Registered Office at at Vidyut Bhawan, Panchseel, Makarwali Road, Ajmer-305001 (Rajasthan), **on behalf of Government of Rajasthan (hereinafter referred to as 'GoR' / 'Owner')**, to M/s (Name of Contractor), having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") and M/s (Name of Associate), having its Principal place of business at(Address of Associate) and Registered Office at(Registered address of Associate), the Associate of the



AJMER VIDYUT VITRAN NIGAM LTD.

Contractor, for executing the Facilities **Appointment of accredited energy auditor for carrying out Mandatory Energy Audit (MEA) of energy audit of distribution network of AVVNL, Ajmer**

and the LOI having been accepted by the selected Contractor vide <.....Insert Letter No....>, resulting in Letter of Award to be issued and Contract Agreement to be entered into. [Applicable for Bank Guarantees to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to the Employer up to i.e., Ten percent (10%) of the Contract Price until **120 DAYS** from the date of successful completion i.e., upto and inclusive of (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by the Employer duly authorized officer or the authorized officer of **Owner** declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to the Employer whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until 120 days beyond the **60 months** from the date of successful installation of last system i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by <M/s.> on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to the Employer shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

All disputes arising under the said Guarantee between the Bank and the Employer or between the contractor and the Employer pertaining to the Guarantee shall be subject to the jurisdiction of courts only at Ajmer in Rajasthan alone.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.



For and on behalf of the Bank

[Signature of the authorized signatory(ies)]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote



"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*) _____ [*value in words*] _____].
2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."

Unquote



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Annexure No. XX

**Format of Affidavit for not carried out Energy Audit in AVVNL
(To be enclosed with the technical bid)**

(On Non-Judicial Stamp Paper of Rs. 100/- attested by Notary Public/ First Class Magistrate)

IS/oAgeYrs. Residing at
..... Proprietor/Partner/ Director of M/s do hereby solemnly
affirm and declare that :

Team comprising of a team head and other members including sector expertsfor the work of
verification or check verification:-

- (i) were not in the employment of a DC (AVVNL) within the previous four years
- (ii) were not involved in undertaking energy audit in AVVNL within the previous four.

Place

Signature of Proprietor/ Director/
Authorized Signatory with Stamp and Date



**Confirmation of "NO DEVIATION" in commercial terms and conditions of
(Tender No. AVVNL / SE (M&P/TN-31))**

Commercial Terms& Conditions

Bidder's Name & Address:

To

Superintending Engineer (M&P)
Ajmer Vidyut Vitran Nigam Ltd.
Opposite to 220 KV Chambal Power House,
Madar,
Ajmer – 305007

Dear Sir,

Sub: Confirmation for "**No Deviation**" in Commercial terms & conditions of package No. **AVVNL/SE(M&P)/TN-31**

We hereby confirm that there is nil deviation in commercial terms & conditions stipulated in the bidding documents and we agree to adhere the same strictly.

Yours faithfully,

Name: _____

Designation: _____

Place:

Signature: _____

Date:

Seal / common seal