

**TN-04/2017-18****REQUEST FOR EMPANELMENT OF RETIRED
TEHSILDARS AND OTHER REVENUE OFFICERS
FOR SPEEDY RECOVERY OF OLD ELECTRICITY
ARREARS FROM PDC CONSUMERS UNDER
EUDR/LR ACT.**

Last date of submission of proposal- 29/12/2017

GENERAL TERMS & CONDITIONS

Jaipur Vidyut Vitran Nigam Ltd. also known as Jaipur Discom is one of the three power distribution licensees in the state of Rajasthan, supplying electricity to the various categories of consumers located in the 12 districts namely Jaipur, Dausa, Tonk, Bharatpur, Sawaimadhopur, Kota, Bundi, Baran, Jhalawar, Bharatpur, Karauli, Dholpur. Jaipur Discom intends to engage retired tehsildars and other revenue officers from GoR for speedy recovery of its old arrears from PDC consumers under EUDR/LR Acts for which 'Request for Proposal' (RFP) from the prospective bidders found eligible as per the qualifying criteria given below, is being invited.

2. Objective of the Assignment

The very objective of this assignment is to recover the old outstanding dues from the Permanently Disconnected Consumers herein after referred to as PDC under EUDR/LR Acts.

3. Eligibility Criteria

The person(s) who have retired from the post of Inspector Revenue Accounts (IRA), District Revenue Accountant (DRA), Nayab Tehsildar or above from GoR having their domain and rich experience in the field of recovery of

government dues under the EUDR/LR Acts. may apply for the above assignment. He/They should be well-versed and possess a wide experience in practical application of the EUDR and LR Acts and complete awareness about the processes and bottlenecks that generally come in the process of recovery of government outstanding dues. In case the circumstances warrants, Jaipur Discom at its sole discretion may call a pre-bid conference in order to shed light on the very intent of this special assignment as well as to seek *their suggestions* .

3. Scope of work:

It includes speedy recovery of old electricity arrears from PDC consumers under EUDR act Land Revenue Act in the entire jurisdiction of Jaipur Discom. The work shall exclusively be based upon records/data to be provided to the applicants by Jaipur Discom. The scope of work includes the following assistance to JVVNL officers/officials:

- (i) Issue 'Notice of Demand' to defaulter PDC consumers under clause no. 4 of EUDR act.
- (ii) To issue certificate under clause no. 6(2) of EUDR act.
- (iii) Collecting details of movable / immovable property of defaulter PDC consumers.
- (iv) Issue 'Writ of Demand' to PDC consumers under clause no. 229 of LR act.
- (v) Issue warrant of attachment of movable property of under clause no. 230 of LR act.
- (vi) Issue warrant of attachment of immovable property under clause no. 231 of LR act.
- (vii) Calculation of reserve price of movable/immovable property.
- (viii) To assisting in the sale of movable /immovable property.
- (ix) Proclamation of sale.
- (x) To assist the recovery officer & XEN (O&M).
- (xi) Other activities whatsoever required for recovery of old arrears from PDC consumers under EUDR/LR ACT.

3. Period of Work

Initially the work order will be awarded for a period of two years from the date of award of contract. However, after having reviewed the results of such recovery of old arrears initiative, the period may be further extended, with mutual consent.

4. Remuneration:

Remuneration shall be on sharing of tangible benefits basis. For this, the empanelled applicant(s) shall be eligible for a share of 10 % (Ten per cent) of the amount actually realized without any dispute. Apart from this, the amount to be detected and qualified for remuneration shall not include the amount of security to be got adjusted from the consumers. Besides, outstanding amount deposited by the consumers under any prevailing amnesty or any other incentive scheme shall also not be covered under this assignment. After completion of the work of a sub-division and realization of the amount from the consumer(s) without any dispute/litigation, bill for remuneration/payment shall be furnished to the AEN/ARO concerned/AO (HTB) {for LIP consumers}, for its payment. The remuneration/amount payable to the applicant shall be exclusive of GST, if applicable, to be paid by Jaipur Discom extra.

5. How to Apply

The prospective bidders are expected to deeply go through and understand the basic intent and other terms and conditions of specification of this RFP. They are also advised to fully go through the organization structure, revenue and billing modus operandi, terms and conditions of supply, supply code and all other rules and regulations, whatsoever, governing the distribution of electricity specifically billing to the consumers. Afterwards, they are required to furnish the details in the format of request for proposal enclosed at Annexure-A.

The request duly supported with the desired documents should reach in the office of Chief Accounts Officer (R&B), Room No. 23, Ground Floor Vidyut Bhawan, Jan Path, Jyoti Nagar, Jaipur- 302005 latest by 29.12.2017.

6. Procedure for Empanelment

The proposals received against this RFP, shall be scrutinized and recommended by a committee constituted by Jaipur Discom. The committee may call the bidders for one-to-one discussions in order to adjudge and convince about their seriousness, capacity, capability and potential to carry out the proposed assignment in order to gain the desired results in a time bound manner.

The empanelment shall initially be for a period of two years which may be further extended upon having ascertained their performance and gainful results.

7. Signing of Contract and Completion of Formalities

Successful Empanelled applicant shall be required to sign the contract documents with the Nigam.

8. Award /Placement of work

The Empanelled applicant shall offer a maximum of ten PDC consumers which may according to him have greater possibility of faster recovery of old arrears. In case, two or more bidders offer the same consumers, then the allocation shall be at the sole discretion of Jaipur Discom. After completion of recovery process, next lot of consumers shall be offered and got approved by the office of the CAO (R& B) only after conclusion of the cases previous undertaken.

9. Rules & Regulations

The work/job shall be carried out following the prevailing tariff orders, rules, regulations and other details as prevailing in the Nigam, which shall be made available to the applicant on demand. These rules and regulations may be modified by the Nigam from time to time and would be intimated to the applicant for adhering to the same. The applicant will also follow the labour regulations and the directions of Government and other authorities enforcing the

regulations and comply with any other relevant legislation in force from time to time. For any consequences arising out of non-compliance, whatsoever, in regard to all the prudent and applicable provisions of these acts, regulations etc, the applicant shall be wholly responsible.

10. Disqualification

Jaipur Discom may, at its own sole discretion, and at any point of time during the evaluation process, without any information, disqualify any applicant to empanel, **if the applicant has:-**

- (a) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements.
- (b) Exhibited a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failure etc.
- (c) Submitted a proposal which is not accompanied by required documentation or is non-responsive.
- (d) Failed to provide clarifications related thereto, when sought;
- (e) Submitted more than one proposal. This will cause disqualification of all the proposals submitted by such applicant.
- (f) Any action on the part of the applicant to revise and modify the substance of original request, submission of any supplementary information unless and otherwise specifically asked for, at its own instance may result in rejection of the request and may also debar him from submission of request to the Nigam in future for a period as decided by the Nigam.

11. Submission of Bills for Remuneration

The applicant shall submit Sub- division wise bill after completion and submission of final & consolidated progress report for each office in **three copies** (in original) duly verified by AEN/ARO for authentication of the amount realized without any dispute or litigation, whatsoever, the certificate to which shall be recorded by the latter. The bills

thereafter shall be forwarded to the CAO (R&B), JVVNL, and Jaipur for its record and onward movement to the AO (Cash), JVVNL, Jaipur for making payment. Payment of 90 % of the billed amount shall be released and the balance 10% detained from each bill shall be released after a period of one year.

12. Work Programme

The applicant has to submit its work program (along with Photo ID proof of team members) for a particular sub-division **within a period of 15 days from the date of allotment of work (Issue of work order) for approval of the CAO (R&B). The work programme should be prepared as per calendar/working days of Jaipur Discom by excluding gazetted and other official holidays. The applicant has to start work of allotted sub-division (s) within a period of 1 month from the date of issue of work order and submit the monthly progress of work awarded to the Chief Accounts Officer (R&B).**

13. Compliance of Labour Legislation

The applicant shall discharge its liability of employer / bidder in respect of personnel to be engaged for carrying out the assignment, as set out in EPF and MP Act-1952, ESI Act-1948 (in ESI implemented area), Workmen's Compensation Act-1923 (in non ESI implemented area), Contract Labour (R&A) Act-1970, Payment of Wages Act-1936, Minimum Wages Act-1948 etc. The applicant is required to get separate code under the provision of EPF & ESI Acts, if not already taken & deposit the employer's contribution along-with employees' subscription, as per rules and submit copies of challans at the time of claiming payment, as per clause 28, failing which an amount equivalent to employer's contribution and employees' subscription shall be deducted from its each bill and deposited with the concerned authorities. The applicant shall be solely responsible for any consequences arising out of breach of any legislation.

14. Safety of Record

The original records taken from any of the office of the Nigam shall be kept safe and intact and handed over back in good condition to the respective office after completion of

work. The applicant shall make good to the Nigam any loss suffered by it due to default of the applicant in this respect.

15. Security & Secrecy

Bidder shall not disclose the result of work wholly or partly to anybody else other than to the designated authority of the Nigam and shall maintain a close secrecy in this regard.

16. Conduct of Applicant's Staff

If any of the applicant's employees in the opinion of Nigam is found guilty or commits misconduct or incompetence or negligence or malpractices or manipulation, the same shall be one of the grounds for removing him from the empanelment.

17. Lien

In case of any lien or claim pertaining to the work and responsibility of the applicant for which the Nigam might become liable is arise, Jaipur Discom shall have right to recover such claim amount from the applicant.

18. Coordination from sub-division Office

Each of the subdivision office shall be required to coordinate with the applicant in such a manner so as to complete the work of respective office within stipulated time.

19. Extension of Contract

The empanelment for the work will be initially for a period of two years however, Jaipur Discom reserves the rights to place an order for extension of contract after mutual consensus.

20. The Nigam will provide reasonable work space and furniture for applicant. Other resources viz. computers, telephone, stationary etc. would have to be arranged by the applicant at its own cost.

21. Termination of Empanelment

Jaipur Discom may after having served 15 days written notice of default, **terminate contract in the circumstances detailed out hereunder:-**

- (a) If in the opinion of the Nigam, the empanelled applicant fails to comply with any of the provisions of this contract. In such case, a written notice shall be served by the Nigam to the empanelled applicant to stop further activities and take urgent steps towards corrective measures, failing which the empanelment will be cancelled.
- (b) The performance of the applicant shall be reviewed periodically and for any unsatisfactory performance, the Nigam reserves the right to terminate the empanelment, giving a notice to the empanelled applicant.
- (c) The Nigam reserves all rights, not to give any reason in writing or otherwise, towards cancellation of the contract and empanelment at any time.
- (d) The decision of the Jaipur Discom shall be final and binding in respect of the acceptability of the report submitted by the auditors and Jaipur Discom shall not be required to give any reason(s) in writing or otherwise at any time for such rejection.

22. Subletting of Contract

The empanelled applicant shall not sublet the work. In case of getting execution of work through other auditor, the contract shall be terminated.

23. Governing Laws & Jurisdiction

The agreement shall be governed & followed by Indian Laws and Sub Laws. Only the competent court at Jaipur (Rajasthan) alone shall have exclusive court jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise. All disputes, differences, questions, whatsoever, arising between the Nigam and the applicant shall be dealt with at Jaipur City only and no court other than Court at Jaipur (Rajasthan) shall have jurisdiction.

24. Settlement of Disputes

In the event of any question, dispute, interpretation or difference, whatsoever, which may arise between the Nigam and the applicant, the same shall be referred to the MD, Jaipur Discom and the mutual settlement so arrived at shall be final and binding on both the parties.

25. Failure to Execute Contract

The successful empanelled applicant (s) failing to execute the order placed on them to the entire satisfaction of the Nigam with terms & conditions set forth therein, will be liable to make good the loss sustained by the Nigam, subsequent to the placing of fresh orders elsewhere at higher rates, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh offers have been placed. This is without prejudice to the imposition of liquidated damages and forfeiture of Security Deposit, Performance Guarantee and any other financial hold available with the Nigam.

(A.K.Joshi)
Chief Accounts Officer (R&B)
0141-2740253
9413399110

ANNEXURE-A

I. GENERAL INFORMATION/BIO-DATA:

- 1. Name of the Candidate :
- 2. Date of Birth
- 3. Age on the last date of receipt of application:
- 4. Father's Name :
- 5. Permanent Address :
- 6. Contact Address :
- 7. Tel.No. :
- 8. Mobile No. :
- 9. Email ID
- 10.Organization from which retired :
- 11.Post from which retired :
- 12..Pay Scale and salary at the time of retirement.

II. DETAILED RESUME:

1. Education and Experience:

(a) Academic Qualification:

Degree	University	Institute	Field/Specialization	Year of Passing

(b) Experience (Last 10 years):

Name of organization	Designation	Area of Responsibility	Period

2. Additional information including special achievements, if any(If required a separate note may be enclosed)

Signature of the Applicant

Date:-----
Place:-----