

## SECTION-II TERMS & CONDITIONS

### Terms and Conditions

The Terms and Conditions of the contract shall prevail and shall be binding on the Agency and any change or variation expressed or impressed howsoever made shall be in operative unless expressly sanction by the JVVNL. The Bidder shall be deemed to have fully informed himself and to have specific knowledge of the provisions under terms and Conditions of this specification mentioned hereunder:

#### **1. DEFINITION OF TERMS:**

In constructing these general conditions and the annexed specification, the following words shall have the meaning here in assigned to them unless there is anything in the subject of context in consistent with such construction.

DISCOM shall means the power distribution companies viz. JVVNL.

The “JVVNL” shall mean the JAIPUR VIDYUT VITRAN NIGAM LIMITED represented by Chairman/Managing Director and shall include their legal personal representative, successors and assignees. The “Customer” or “Owner” or “Purchaser” shall mean “JVVNL”.

The “Tenderer”/ “Bidder” shall mean and include one or more persons or any firm or any company or body in corporate who has submitted the tender in response to “Invitation of Tender”.

The “Agency”/“Vendor”/ “Contractor” shall mean the tenderer who’s tender has been accepted by the “JVVNL” and shall include the tenderer heirs, legal representative, successors and assignees approved by the purchaser.

The “Chairman/Managing Director” shall mean the Chairman/Managing Director, JVVNL, Jaipur.

The “Engineer” shall mean the Chief Engineer, Dy. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, JVVNL, Jaipur or other Engineer or Officer for the time being or from time to time duly authorized and appointed in writing by the customer to act as engineer or Inspector for the purpose of the contract. In case where no such engineer has been so appointed, the word “Engineer” shall mean the JVVNL or his duly authorized representative.

“Works” mean and include the work or works to be done by the contractor under the contract.

The “Contract” shall mean and include the following:

- i. Invitation of tender
- ii. This bid document with issued amendments.
- iii. Bid furnished by the bidder.
- iv. Earnest Money Deposit.
- v. Letter of Intent and its acknowledgement.
- vi. All Bank Guarantees.
- vii. Formal Work order.
- viii. Addenda that may hereafter be issued by the purchaser to the contractor in the form of letter and covering letters and schedule of prices as agreed between the contractor and the purchaser.
- vi. The agreement is to be entered as per Terms & Conditions.

The “Specification” shall mean the specification and its issued amendments; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.

The Month shall mean, English calendar month i.e. period of 31/30 days and week shall mean a period of 7 days.

The “Site” shall mean the place or places named in the contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.

“Letter of Intent” shall mean the customer’s letter conveying his acceptance of the tender subject to such reservations as may have been stated therein.

The “Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.

Formal work order shall mean the customer’s letter which may be issued in the way of letter of intent containing detailed terms and conditions of the work and such other particulars which the customer may like to convey to the contractor pending execution of a formal written agreement.

“Writing” shall include any manuscript type written or printed statement under or over signature or seal as the case may be.

The Work “Codes” shall mean the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made there under applicable in the State of Rajasthan on the date of letter of intent with such special modification thereof as may be specially stipulated by competent State Authorities i.e. Chief Electrical Inspector of Rajasthan.

Works importing “PERSON” shall include firms, Companies, Corporations and other bodies whether incorporated or not.

Words importing the singular only shall also include the plural and vice version where the context requires.

Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897).

## **2. CONTRACT:**

After the completion of bidding process JVVNL will issue Letter of Award to the successful bidder. A contract shall be entered into between JVVNL and the successful bidder.

## **3. CONTRACT VALUE:**

Contract Value shall be calculated on the basis of quoted price of entire project as quoted in the financial schedule and accepted by the DISCOM.

## **4. CONTRACT PERIOD:**

The contract period shall be initially for a period of 5 years from the date of award of contract. The contract period shall be extendable for further 2 years on mutually agreed conditions.

## **5. IMPLEMENTATION PERIOD:**

The implementation period of project shall be maximum 9 Months and Data collection, generation of Data analysis reports shall start immediately after installation & commissioning of modem for first 200 modem on consumer.

**6. TERMINATION OF CONTRACT:**

If the services of the contractor are not as per contract for consecutive three months excluding the implementation period, JVVNL reserves the right to terminate the contract.

**7. FALL BACK ARRANGEMENT:**

In the event of failure of the Agency to fulfil its obligations, duties and responsibilities as per the agreement terms, JVVNL shall interalia have the right, at any time to resort to fall back arrangement. Under this plan, JVVNL shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient, the Agency shall pay the difference to JVVNL failing which JVVNL shall have right to recover the sum through legal or other means.

The JVVNL shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other agency as it may deem fit and no claim of Agency for compensation in this respect shall be entered.

The JVVNL shall have the right in such circumstances to blacklist/barred/disqualify the agency from submission of Bid to the NIGAM at least for one year.

**8. HANDING OVER ON TERMINATION/ PROJECT COMPLETION:**

Following is to be handed over:

8.1. All infrastructure in working condition at Backup centre with the licenses of operating system and database if any, has to be handed over to the Discom.

8.2. All equipment's deployed by the vendor. 95% of the quantity of the transferred substation equipment's should be in working condition.

**9. SECURITY BANK GUARANTEE / DEPOSIT :**

A Security Deposit/Guarantee equivalent to 2% (two percent) of annual contract value less amount of cash portion of earnest money deposited, within 15 days of receipt of work order, in cash or by crossed Bank Draft or by way of Bank Guarantee from any scheduled Bank in the prescribed proforma (In case, vendor furnishes the BG instead of cash deposit the amount of earnest money will be refunded) on a Rajasthan State Non judicial stamp paper of requisite amount duly authenticated by the issuing Banker.

This Bank Guarantee is to remain valid for a period of 12 months from the date of award of contract in the first instance and may have to be extended if desired. This bank guarantee shall be released after 3 months of successful commencement of information received from all circles.

**10. PERFORMANCE DEPOSIT/GUARANTEE:**

A performance deposit / Guarantee equivalent to 10 % of annual contract value shall be deposited by the successful bidder either in the form of Bank Guarantee from scheduled Bank on non-judicial stamp papers of appropriate value as intimated by JVVNL in the prescribed format, for satisfactory work performance within 15 days of receipt of the Detailed Purchase Order. The Bank Guarantee is to be remained valid for a period of 5 years from the date of commencement of contract and may have to be extended upto 2 yrs if the contract period is extended as mutually agreed.

The PBG shall be released after expiry of contract period and on the basis of system generated performance

report by the SE (Commercial).

### **11. CONTRACTOR TO INFORM HIMSELF FULLY**

The Contract shall be considered to have come into force from the date of the issue of work award. The contractor shall be deemed to have carefully examined the General Conditions, specifications and schedules also to have satisfied himself as the nature and character of the work to be executed and where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the owner or the Engineer shall not be in any way relieve the contractor from his responsibility for the supplying of the hardware, software and other equipment and executing the work in terms of the contract including all details and incidental works and supply all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection and safe and efficient working of the equipment if he has any doubt as to the meaning of any portion of the general and any special conditions of contract and specifications, he shall before offering his bid proposal, set-forth the particulars thereof and submit them to the Engineer in writing in order that such doubt, misunderstanding, misconceptions, whatsoever could be allied.

### **12. CONTRACT DOCUMENTS**

The order placed under this specification shall be governed by the terms and conditions as incorporated in this Specification and as given in the detailed work order and its annexure(s). The terms and conditions as specified in this section if differ from the terms indicated in the detailed work order and its annexure(s) the latter shall prevail. The contract shall for all purposes be construed according to the Laws of India and subject to jurisdiction of Rajasthan Courts at Jaipur only. For the due fulfilment of the contract, the contractor shall execute an agreement in the prescribed form on Rajasthan State Non-judicial stamp paper bearing stamp duty as applicable. The expenses of completing and stamping the contract agreement shall be borne by the Contractor. Such agreement shall be executed and signed by the competent authority of the contractor on each page thereof. The original copy is only to be executed on the stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement form along with the contract documents together with a "Power of Attorney" in favour of the Executants shall be required to be returned to the owner within a period of 15 days from the receipt of order duly signed on each page. One copy of the executed agreement duly signed by the purchaser/owner shall be sent to the supplier for his reference. The contract documents shall mean and include the following:

- i. Contract agreement along with letter of Intent.
- ii. Work order and its Annexure.
- iii. Complete specifications and its amendments.
- iv. Bid proposal form and its schedules including price schedule and completion schedules.
- v. Power of Attorney in favor of the signatory.

The agreement shall set out specific events of default that will entitle the innocent party to terminate the agreement. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.

The agreement can however be otherwise terminated by either party by giving six-month notice and on terms to be mutually agreed which may include payment of suitable compensation for losses suffered by the other party due to such termination. These terms shall be included in the Contract Agreement.

Agency shall indemnify JVVNL against any claims, demands, costs and expenses whatsoever which may be

made against it, because of failure of the Agency or its representatives in the performance of their duties and negligence, any accident or injury to any person

### **13. CHANGE OF QUANTITY**

The owner reserves the right to increase or decrease the quantities of items as specified in the accompanying technical specifications as may be necessary, at the time of award of contract or during the execution of the contract. Any item can be deleted in total, if not required during execution.

### **14. GRAFTS AND COMMISSIONS ETC.**

Any gift, commission, or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall be, in addition to any criminal liability which it may incur, subject of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

### **15. COMPLIANCE OF LABOUR LEGISLATION:**

The tenderer shall discharge its liability of employer/ contractor in respect of personnel to be engaged for service, as said 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 tenderer is required to get separate code under the provision of EPF and ESI Acts, if not already taken and deposit the employer's contribution along with employee subscription, as per rule and submit copy of challans at the time of claiming payment, failing which an amount equivalent to employer's contribution and employees subscription shall be deducted from his each bill and deposited with the concerned authorities. The tenderer shall be solely responsible for any consequences arising out of breach of any legislation.

### **16. SAFETY OF SYSTEM:**

The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of substation equipment's installed by the vendor.

### **17. INSURANCE:**

The agency at his cost shall arrange, secure and maintain all insurance (equipment's installed at substation by them & the manpower) as pertinent to the works and obligatory in terms of law to protect its interest and interest of JVVNL against all perils.

**Further all material shall be procured in the name of Jaipur Discom with the liability of vendor for replacement, insurance till currency of contract.**

### **18. REMEDY ON AGENCY'S FAILURE TO INSURANCE:**

If the Agency fails to effect and keep in force insurance referred to in this document hereof or any other insurance which he may be required to effect under the terms of contract then the JVVNL may effect and keep in force any such insurance and pay such premium(s) as may be necessary for that purpose and from time to time deduct the amount so paid by the JVVNL as aforesaid from any money due or which may become due to the Agency or recover the same as debt from the Agency.

**19. LIABILITY FOR ACCIDENTS AND DAMAGES:**

- 19.1. The Agency shall be liable for and shall indemnify the JVVNL in respect of all injury to person or damage to property resulting from the negligence of the Agency or his workman or from defective work but not from any other cause.
- 19.2. Provided that the Agency shall not be liable for any loss or profit or loss of Contract or any other claim made against the JVVNL not already provided for in the contract, not for any injury or damage caused by or arising from the acts of the JVVNL or of any other person or due to circumstances over which the agency has no control, not shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.
- 19.3. The Agency will indemnify and save harmless the JVVNL against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the JVVNL or his employees) suffered prior to the date when the work shall have been taken over hereof by persons employed by the agency on the work, whether at common law or under the workman's compensation Act-1923 or any other statute in force at the date of contract relating to the question of the liability of employees for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurances to cover such indemnity.
- 19.4. The agency shall insure against such liabilities with an insurer approved by the Engineer and shall continue such insurance, during the whole of the time that any person(s) are employed by him on the works and shall when required produce to the Chief Engineer, Jaipur and concerned Superintending Engineer (O&M) such policy of insurance and the receipt for payment of the current premium.

**20. MAINTENANCE OF FACILITIES AND PERSONNEL:**

The Agency shall maintain all requisite facilities of its own as required to carry out the work as per the specification.

- 20.1. The Agency shall provide and maintain a controlling office with requisite infrastructure at Jaipur with proper staff, & facilities shall remain open at all reasonable hours to receive communications.
- 20.2. The agency shall also maintain communication equipment's like telephone with fax, mobile phone, Internet etc. for interaction with JVVNL and others.
- 20.3. **PERSONNEL:** The Agency shall maintain supervisory and other personnel for efficient management of the work under contract. However this contract is on service model, agency shall be responsible for smooth & timely execution of work by appointing sufficient number of manpower.
- 20.3.1. Manager or an alternate shall be available for communication during all business hours.
- 20.3.2. Agency shall not change the Manager/nodal officer, frequently.
- 20.3.3. Agency shall immediately inform JVVNL about any change of personnel/contact numbers through Email/ post.
- 20.3.4. Agency shall issue identification cards to all its personnel engaged in the work under the contract. The identification card duly signed by Sr. Manager of the agency shall be consisting of Resume and photograph of the concerned personnel along with name and logo of the agency.

**20.4. NODAL OFFICER FOR EXECUTION OF PROJECT:**

After award of contract to interact between the field offices and agency, JVVNL shall appoint a Nodal Officer

if required. Similarly, the agency shall communicate the name of the authorized person(s) that would act as a Nodal Officer(s) from its side.

### **21. AGENCY'S RIGHTS:**

The agency will be given rights to operate in the area during the agreement period for carrying out the work, which shall cease to exist on completion of the said period or on termination of the contract.

The Agency's rights in the area will be as an agent of JVVNL to observe proper functioning of Consumer metering.

### **22. PAYMENT TERMS & PENALTIES**

#### **22.1. Invoicing**

The agency has to submit monthly invoice (minimum 500 Nos. Consumer) to the TA to SE(O&M) of respective circle for verification in triplicate and after verification the invoice shall be sent to Circle Account Officer for Payment.

The invoice has to be raised for the quantity of Consumer meters data, read & meter data acquired and any other invoice as per scope of work during the calendar month.

#### **22.2. Certification and verification**

The designated officer of the Nigam shall verify and certify the invoice through system generated reports, the vendor shall provide an interface for verification of the invoice in the software to facilitate the verification authority to compute the actual work carried out and amount of applicable penalty. The authenticity of verification interface shall be made by JVVNL before commencement of payment and it shall be password protected and un-editable.

The automated report generated from the web based software indicating the quantities of data acquired and uptime of the system as published on real-time basis has to be attached in support of the quantities claimed in the invoice. This report should also have percentage of consumer meters read through AMR.

### **23. Payment**

22.3.1 100% amount of the certified/verified invoices after deducting penalties if any shall be released only for those sites whose data is available with the system for necessary integration (i.e. Billing data available in a desired template).

22.3.2 Based on verified Invoices, Payment shall be made by Circle Account Officer.

22.3.3 Sites which are not in network coverage area should be read manually at least once in a month. While this reading network coverage status to be captured and updated in system.

22.3.4 After fulfillment of each of the terms & condition, the service agency shall raise bills of the payable amount in the name of the Nodal officer, JVVNL.

22.3.5 The Service Agency shall raise an invoice, no later than the tenth working day of the subsequent month, covering the Contract service charges payable by the Discom.

22.3.6 The invoice shall be submitted by hand in three copies marked Original to Nodal office, JVVNL copy, and Service Agency copy. When the invoice is delivered, the Discom shall acknowledge receipt by signing, dating and stamping.

22.3.7 The Nodal officer, JVVNL upon receipt of the complete invoice and accompanying documentation, shall verify the invoice within 7 (Seven) Working Days and send it to accounts for processing of payment.

22.3.8 The payment shall be released within 30 working days post verification of the invoice.

**24. Penalties :**

a. Penalty shall be calculated on the circle basis and as under:

Sr. No.	Particular	Extent of penalty / No Payment
<b>A</b>	<b>Extent of Consumer meter reading ** (Automated Meter Data Acquisition (i.e. Reading through AMR) &amp; Analysis Report Submitted monthly)</b>	
1	Upto 95% of Consumer meter reading	No penalty
2	Below 95% and Upto 90% of Total Consumer meter reading	No payment towards non reporting Consumer meter + 5% penalty on unit rate on total number of non-reporting Consumer meter
3	Below 90% and Upto 85% of Total Consumer meter reading of Circle	No payment towards non reporting Consumer meter+ 10% penalty on unit rate on total number of non-reporting Consumer meter
4	Below 85% and Upto 80% of Consumer meter reading of Circle	No payment towards non reporting Consumer meter + 15% penalty on unit rate on total number of non-reporting Consumer meter
5	Below 80% and Upto 75% of Consumer meter reading of Circle	No payment towards non reporting Consumer meter + 25% penalty on unit rate on total number of non-reporting Consumer meter
6	Below 75% of Total Consumer meter reading of Circle	No payment shall be made
	<b>**The penalty shall be calculated strictly as per above slabs and no benefit should be given for the preceding slabs Daily</b>	
<b>B</b>	<b>Data Communication of the SIM</b>	
1	Communication of SIM for at least 21 days in a month	No penalty
2	Communication of a SIM is less than 21 days per month	Rs. 1000/- per month per SIM
	<b>Penalty Holiday : No Penalty shall be levied for Six months after roll out of System in First Circle.</b>	

Note :

- (i) Consumer's which are not in network coverage area shall not be considered for penalty provision. However, data of these Consumer's should be downloaded through CMRI at least once in a month.
- (ii) The firm shall furnish the daily communication report of the SIM along with the payment invoices. The web portal should have such feature to get date wise report of consumer's communication status.
- (iii) Integration (i.e. Providing Billing Data in a desired template) of the proposed System is to be done with Discom's IT system.



## 25. IMPLEMENTATION AND ROLLOUT SCHEDULE

S. No.	PARTICULAR OF ACTIVITY	TIME SCHEDULE DESIRED
1	Furnishing detailed Road Map	Within 15 days from the date of Awarding Contract
2	Submission of detailed data sheet	Within 45 Days from the date of Work Order
3	Commencement of Supply of Modem which shall be at least 10% of Ordered quantity	Within 3 month from the date of awarding contract
4	Commencement of Installation of Modem	Within 90 Days from the date of Work Order and to be completed within 270 Days from the date of Work Order
5	Commencement of Report generation	After installation of first 200 Modem on Consumer meters.

### **26. GOVERNING LAWS AND JURISDICTION:**

The Indian Law shall govern the agreement. Only appropriate courts in Jaipur shall have exclusive Court Jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.

### **27. JURISDICTION FOR LEGAL PROCEEDINGS:**

The contract shall be governed by the laws of India for the time being in force and be subject to the court of competent jurisdiction at JAIPUR CITY (RAJASTHAN) INDIA. All disputes, differences questions whatsoever arising between the JVVNL and the agency upon or in relation to or in connection with the contracts shall be deemed to have arisen at JAIPUR CITY only and no court other than court at Jaipur, Rajasthan shall have jurisdiction to entertain or try the same.

### **28. SETTLEMENT OF DISPUTES:**

In any time any question, dispute or difference what so ever which may arise between JVVNL and the agency, the same shall be decided by CMD/MD of JVVNL, or by the settlement committee constituted by him and shall be final and binding on both the parties.

The JVVNL has constituted settlement committee to settle the disputed cases. For the disputed amount up to Rs. 3.00 Lac the case may be referred to the CE level settlement committee and if the disputed amount is more than Rs. 3.00 Lac the case shall be referred to the corporate level settlement committee. The non-refundable fees for referring the case to the settlement committee are as given below or prescribed time to

time:

- 29.1 Reference fee for CE level settlement committee - Rs. 500/-
- 29.2 Reference fee for corporate level settlement committee-Rs. 3000/-
- 29.3 Fee for review of cases by corporate level settlement committee- Rs. 15000/-
- 29.4 The settlement committee fees as shown above or prevailing at that time shall be deposited in cash.

**29. CONDUCT OF AGENCY'S STAFF:**

If any of the Agency's employees shall in the opinion of JVVNL is guilty of any misconduct or incompetence or negligence, then if so directed by JVVNL, the Agency shall at once remove such employee and replace him by a qualified and competent substitute.

**30. LIEN:**

In case of any lien or claim pertaining to the work and responsibility of the agency for which JVVNL might become liable, it shall have right to recover such claim amount from the agency.

**31. TENDER FORMS AND ACCEPTANCE OF TENDER:**

Each tenderer must prepare and submit his tender strictly according to the procedure laid down in the instructions to tenderer annexed herewith.

**32. FORCE MAJEURE CONDITIONS:**

If at any time during the currency of the contract the performance in whole or in part be prevented or delayed by reason of any war hostility acts of public enemy, civil commotion, sabotage, fire floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of god (hereinafter referred to as Events) then provided Notice and adequate proof of the production/dispatch having suffered on account of these events is given within 21 days from the date of occurrence thereof the provision of penalty Clause of this specification shall not be invoked by the purchaser provided further that the deliveries under the contract shall be resumed, as soon as practicable after such event (s) has ceased to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that in case the strike/lockout prolongs beyond a period of seven days, the supplier shall immediately inform about to the purchaser in which case the purchaser reserves the right to procure the material equipment on order or part thereof from any other source at the risk and cost of the supplier.

**33. COMPLETENESS OF CONTRACT:**

The contract shall be considered completed on termination of the contract period after full handing over of data, documents or material and clearing all dues towards the agency as specified in this document and certification by SE(Commercial).

**34. INSPECTIONS AND TESTING:**

The following clauses shall be applicable as per the requirement of this tender.

The bidder shall furnish the valid Type Test Reports (Not Older than Three Years) for the offered material prior to supply, if same are applicable.

34.1 Before commencement of operation, JVVNL shall verify the infrastructure and equipment's as per the contract terms and specification subsequent to intimation by the agency.

34.2 The inspection and testing of offered material shall be arranged by the Superintending Engineer

(Commercial), JVVNL, Jaipur and shall be governed by the provisions of clause of General Conditions of Contract of the bidding documents. All the material supplied should be duly inspected & cleared by the Nigam, before dispatch. The inspection may also be carried out by the Nigam at any stage of manufacturing. The contractor/manufacturer shall grant free access to the Nigam's representative at a reasonable time when the manufacturing is in progress. The contractor shall give 15 days advance intimation to the Nigam to enable to depute its representative(s) for witnessing the tests. Inspection and testing of any material by the Nigam against this contract shall not relieve the contractor of his obligations for supply of material in accordance with the specification and shall not prevent subsequent rejection if the material is found to be defective

**35. VAT / SERVICE TAX/ WCT :** The payment of State VAT / Service tax / Central Sales Tax shall be made only on furnishing the following certificate, which may be affixed on the bills preferred, or the material Supplied. Work Contract Tax (WCT), if applicable, shall be borne by the Nigam.

**VAT / SERVICE TAX CERTIFICATE (Annexure)**

- i) Certified that the goods on which VAT / Service tax / Central Sales Tax has been charged have not been exempted under the Central Sales Tax Act / State VAT Act / Central Excise Tax act and that the charges on account of VAT on these goods are correct under the provisions of the relevant act or the rules made there under and that in case of supplies against regular contract, the relevant contractor also includes a specific provisions that the VAT is payable by the J.V.V.N.L.
- ii) Certified further that we-----are registered as dealers in the state of-----under registration No.-----for the purpose of Central/State VAT/ Central Excise Tax.
- iii) Certificate for VAT as per Rajasthan VAT / Service Tax Act and (c) form(s) as per Central Sales-Tax Act will be issued by the Sr. Account Officer (MM), JVVNL, Jaipur to the supplier on his request on completion of the entire supplies under order and on furnishing the copies of the relevant invoices together with the above declaration certificate.
- iv) In no circumstances certificate for VAT and "C" form shall be issued along with letter of acceptance/purchase order and shall not be demanded by the supplier through bank on presentation of the dispatch documents.
- v) In case the VAT assessment of the supplier(s) become due become completing the entire supplies against the order, certificate for VAT and C Form(s) for the supplies made shall be issued on specific request of the supplier made at least 10 days before the due date of VAT assessment on fulfilling the requirement of sub Clause(s).

**36. SUSPENSIONS OF WORKS:**

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

**37. DEATH BANKRUPTCY ETC.:**

- vi) If the contractor shall die or dissolve or commit any act or bankruptcy or being a corporation commence to be wound up except for reconstruction purpose or carry on hits, business under a receiver, the executors successors, or other representatives in law of the state of the contractor or any such receiver, Liquidator, or any persons to whom to the contract may become vested shall forth-with given notice thereof in writing to the purchaser and shall for one (1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the contractor subject to his or their providing such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining relieve unexecuted provided however that nothing above said shall

be deemed to relieve the contractor or his successors of his or other their obligations under the contract under any circumstances. In the event of stoppage of the work the period of the option under this clause shall be seven (7) days only. Provided that, should the above option be not exercised, the contract may be terminated by the purchaser by notice in writing to the contractor and the same power and provisions reserved to the purchaser in clause 1.4 in the event of taking the work out of the contractor's hand's shall immediately become operative.

vii) Change of name of the tenderer/supplier at any stage after tendering, the purchaser shall deal with the contractor only in the name and at the address under which he has submitted the tender. All the liabilities/responsibilities for due execution of the contract and if in circumstances he shall be relieved of any obligation under the contract. The purchaser may, however at his description deal with Agents/Representatives/Distributors/ Manufacturers/Associates Principals/ Sister Concerns and such dealing shall not absolve the supplier(s) from his responsibilities/obligations/liabilities so the purchaser under the contract. Any change/alteration of name/constitution/organization of the supplier shall be duly notified to the purchaser, and the purchaser reserves the right to determine, the contract, in case of any such notification in the event of such determination the purchaser may affect the purchase of the material not supplied from elsewhere at the risk and cost of the tenderer/supplier.

### **38. GUARANTEE and REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS:**

#### **GUARANTEE:**

This contract is on service model hence the entire metering system should be guaranteed for satisfactory operation and good workmanship for specified Contract Period.

However, the equipments supplied should be guaranteed for their performance for a minimum period of five years from the date of commissioning or five and half years from the date of receipt in stores whichever date is earlier. The equipment found defective within the above guarantee period shall be repaired/replaced by the supplier free of cost within one month of receipt of intimation.

#### **REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS**

Notwithstanding anything contained in the above liquidated damages clause when the whole or part of the materials are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within 120 working hours from the time of intimation of defect/damage either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced free of cost within 120 working hours from the date of receipt of the intimation from the purchaser of such defects or damages. If the defects or damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages as per liquidated damages clause given above, for the delay in rectification/replacement of the defects or damages

However, if meter is not working at field, bidder shall report to concern sub-division Officials to take necessary corrective action.

### **39. FAILURE TO EXECUTE THE CONTRACT:**

Suppliers failing to execute the order placed on them to the satisfaction of JVVNL under terms and conditions set forth therein, will be liable to make good the loss sustained by the Nigam, consequent to the

placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Liquidated Damages and forfeiture of security deposit.

**40. NON-ASSIGNMENT: -**

The supplier shall not assign or transfer the contract or any part thereof to any agency/ personal during the contract period.

**41. EFFECTING RECOVERIES:**

Any loss, arising due to non-fulfilment of this contract or any other contract, will be recovered from the Security & Performance Deposit/ Guarantees held and or any other amount due to the supplier from the Nigam from this Contract as well as from other contracts.

**42. ACCEPTANCE OF CONTRACT:**

The successful bidder will be forwarded two sets of work order, 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 15 days of its issue, failing which, his EMD is liable to be forfeited.

**43. CLIMATIC CONDITIONS:**

The system are for use in various geographical area of respective DISCOM and should be satisfactory for operation under tropical conditions of Rajasthan and shall be able to maintain the desired output and withstand a wide range of temperature & climatic experience in the area under scope.

- i. The ambient temperature will be within the range of + 0 Degree Centigrade to + 55 Degree Centigrade.
- ii. The altitude will be less than 500 metres.
- iii. The maximum & minimum atmospheric humidity will be in the range of 95% & 10 % respectively.
- iv. Average Number of thunderstorm days per annum is 65.
- v. Average Number of dust storm days per annum is 15.
- vi. Average Number of rainy days per annum is 65.
- vii. Average annual rainfall is 100 cm.

The climatic conditions are prone to wide variation in ambient condition and equipment's offered under this specification shall be suitable for installation at any of the location in the area of Jaipur DISCOM.