

JAIPUR VIDYUT VITRAN NIGAM LIMITED

VIDYUT BHAWAN, JANPATH, JYOTI NAGAR, JAIPUR – 302005

**REQUEST FOR PROPOSAL FOR REPLACEMENT OF EXISTING
AGRICULTURE PUMP SETS BY ENERGY EFFICIENT PUMPS**

Proposals are invited from manufacturers of Pumpsets for agricultural wells under energy conservation programme proposed to be launched by JVVNL. The proposed programme envisaged replacement of existing 25,000 agricultural pumpsets of various ratings (3 HP to 20 HP) in Chomu under Jaipur District circle of JVVNL by energy efficient pumpset with guaranteed energy saving of more than 20% vis-a-vis the existing level of energy consumption.

The pump sets to be replaced should be energy efficient submersible pump sets and should have five star labelling from Bureau of Energy Efficiency under Ministry of Power, New Delhi.

The above proposals are for earning of CERs for JVVNL, therefore the bidder should engage CDM consultant who will work with JVVNL for earning of CER under CDM project.

The request for proposal (RFP) documents may be obtained on payment of demand draft of Rs. 5000/- (non refundable) in favour of Accounts Officer (Cash), JVVNL, Jaipur from the address mentioned below.

- (i) RFP Document available from : 9.1.2009
- (ii) Last date of submission of Proposals : 13.30 hrs. 30.1.2009
- (iii) Time & date of opening of Technical Proposals : 15.30 hrs. 30.1.2009

In the presence of participants who choose to be present. For further details, visit our website www.rajenergy.com or address given below from 9:30 to 18:00 hrs (IST) on any working day.

Chief Engineer (Comml.), JVVNL

Room No. 223, Vidyut Bhawan, Janpath,
Jyoti Nagar, Jaipur – 302005. Tel No.
0141-2747040

**REQUEST FOR PROPOSAL
FOR
SUPPLY AND REPLACEMENT OF
EXISTING AGRICULTURE PUMP SETS
WITH ENERGY EFFICIENT PUMP SETS
AND
ACQUIRING CERTIFIED EMISSION
REDUCTIONS (CERS) UNDER CDM
PROJECT**



JAIPUR VIDYUT VITRAN NIGAM LIMITED

INDEX

SECTION 1: QUALIFICATION AND SKILL REQUIREMENT FOR BIDDER	4
SECTION 2: DATA SHEET	11
SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS	15
SECTION 4: FINANCIAL PROPOSAL - STANDARD FORM	25
SECTION 5: TERMS OF REFERENCE	277
APPENDICES	39
SUPPORTING DOCUMENTS	43
TECHNICAL SPECIFICATIONS OF SUBMERSIBLE PUMP SET	43
GENERAL CONDITIONS OF CONTRACT	49
ERECTION CONDITIONS OF CONTRACT	77
DISCLAIMER	96

SECTION 1: QUALIFICATION AND SKILL REQUIREMENT FOR BIDDER

- 1.1 The Bidder should possess the following qualification at his own OR from the consortium of bidders led by lead member to meet out the qualification criterion (furnish adequate form, statements and documentary evidence/certificates in proof of the following criteria):
- a) The lead member of the consortium should be a registered legal entity and members of the consortium should be a reputed Bidder in the area of Pump manufacturing and Consultancy Services for CDM projects.
 - b) The lead member of the consortium should have a minimum turnover of 100 crore in any of the last three financial years or cumulative turnover of 150 crore in last three years. Certified copies of audited copies Annual Accounts need to be furnished as evidence.
 - c) The pump manufacture should be manufacturing Energy Efficient Submersible Pump having 5 stars labelling from BEE.
 - b) The CDM consultant must have the following experience:
 - At least 10 registered CDM project activities. Provide details with web-link to the registered PDD where it is clearly shown that the Bidder has assisted in the PDD. Where this is not possible, provide work order from the client.
 - Transaction of at least 2 million CERs concluded. Provide details with web-link to show issued CERs from a project. Provide evidence from the client showing that the Bidder has assisted in the transaction.
- 1.2 Bidders who do not meet the above criteria shall not be evaluated further in the bidding process. A Bidder shall be disqualified if it is determined by the Client at any stage of bidding process that the Bidder has made misleading or false representation in the form, statements and attachments in the proof of the qualification requirements. The bidders shall also be disqualified if it fails to continue to satisfy the Qualifying Criteria during any stage of the evaluation process. Supplementary information or documentation regarding qualifications may be sought from the Bidders at any time and must be so provided within a reasonable time frame as stipulated by the Client.

2 Information to Bidder

Introduction

- 2.1 The Bidder are invited to submit a Technical Proposal including qualification requirements of the bidder and a Financial Proposal, as specified in the Data Sheet (the Proposal) for services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 2.2 The Bidder must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local

conditions, Bidder are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. The Bidder's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information. Bidder should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

- 2.3 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 2.4 The Bidder shall provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 2.4.1 Without limitation on the generality of this rule, Bidder shall not be hired under the circumstances set forth below
- a) Bidder or any of their affiliates shall not be hired for any assignment, which, by its nature, may be in conflict with another assignment of the Bidder.
- 2.4.2 Bidder may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Bidder should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Bidder will be hired for the purpose.
- 2.4.3 The Bidder shall observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Client:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among Bidder (prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive the Client of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm selected for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- 2.5 Bidder shall furnish information as described in the financial proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to contract execution if the firm is awarded the contract.

CLARIFICATION AND AMENDMENT TO RFP DOCUMENTS

- 2.6 Bidder may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet.
- 2.7 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent to bidders who have already purchased the bid document by paper mail, cable, telex, facsimile, or electronic mail to the address mentioned in the application for bid document. The Client may at its discretion extend the deadline for the submission of Proposals.

PREPARATION OF PROPOSAL

- 2.8 Bidder is requested to submit a Proposal written in the language(s) specified in the Data Sheet.

TECHNICAL PROPOSAL

- 2.9 In preparing the Technical Proposal, Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 2.10 While preparing the Technical Proposal, Bidder must give particular attention to the following:
- I. If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual Bidder(s) and/or other firms or entities in a joint venture relationship or sub-consultancy, as appropriate. However, the responsibility of quality and timeliness of the deliverables and implementation of the project will be with the bidder. A letter confirming the willingness of the firm/individual must be attached with the bid.
 - II. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.
 - III. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet, preferably under conditions similar to those prevailing in Rajasthan.
 - IV. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position
 - V. Curriculum Vitae (CV) of Support team to supplement the key professionals have to be submitted.
 - VI. Reports to be issued by the Bidder as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's language.

VII. The contract shall cover a period of 12 months for Activity-I. Activity-III shall be started as per registration schedule of UNFCCC during which the Bidder shall perform all the activities as enumerated in the scope of work.

2.11 The Technical proposal should provide the following information using the attached Standard Forms (Section 3):

- a. A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- b. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- c. A description of the methodology and work plan for performing the assignment (Section 3D).
- d. The list of the proposed staff team, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- e. CVs recently signed by the proposed key professional staff and the Support team members; and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last five (5) years.
- f. Estimates of the total staff effort (professional and Support team; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).
- g. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- h. Information in respect of meeting the qualification criteria with supporting documents (Section 3 I).
- i. Any additional information requested in the Data Sheet.

2.12 The Technical Proposal shall not include any financial information.

FINANCIAL PROPOSAL

2.13 In preparing the Financial Proposal, Bidder are expected to take into account the requirements and conditions of the RFP document.

2.14 The Financial Proposal should clearly identify, as a separate amount, service tax, local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Bidder, the sub-Bidder, and their personnel (other than Indian nationals); unless the Data Sheet specifies otherwise.

2.15 Bidder should express the price of their services in Indian Rupees.

- 2.16 Commissions and gratuities, if any, paid or to be paid by Bidder and related to the Assignment will be listed in the Financial Proposal submission form (section 4A).
- 2.17 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Bidder who do not agree, have the right not to extend the validity of their proposals.

SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 2.18 The original Proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals.
- 2.19 An authorized representative of the firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 2.20 For each Proposal, the Bidder shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 2.21 The original and all copies of the Technical Proposal including qualification requirements of bidder shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." The bidder will submit the proposal along with earnest money of Rs. 100000/=(one Lacs) through D.D./Banker's cheque payable in favour of A.O. (Cash), Jaipur Discom, Jaipur. One small size envelope shall contain the proof of depositing/ furnishing the earnest money. This envelope shall be subscribed "Earnest Money Against Proposal". Any proposal not accompanied by a copy of the receipt for earnest money/ crossed bank draft shall be rejected and proposal will not be opened. All the envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

In case of unsuccessful proposals, the earnest money will be refundable on production of the original receipt as promptly as possible in any case not later than three months after finalization of the RFP. In case of successful proposals the earnest money will be taken into account in adjustment toward the amount of the security deposit.

- 2.22 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 2.23 After the deadline for submission of proposals the Technical Proposal shall be opened immediately as stated in the Data Sheet, by the evaluation committee. The Financial Proposal shall remain sealed and will be opened in presence of the representative of technically qualified bidders for which date will be intimated to them in writing.

PROPOSAL EVALUATION

GENERAL

- 2.24 From the time the bids are opened to the time the contract is awarded, if any Bidder wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.
- 2.25 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

- 2.26 The evaluation committee appointed by the Client as a whole and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

- 2.27 After the evaluation of technical proposal is completed, the Client shall notify those Bidder whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the Bidders that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 2.28 The Financial Proposals shall be opened publicly in the presence of the Bidder's representatives who choose to attend. The name of the Bidder and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.29 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have included the costs of all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors. The evaluation shall include those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident Bidder (and to be paid under the contract unless the Bidder is exempted).
- 2.30 Minimum qualifying marks required to pass the technical criterion is as indicated in Data sheet. Price of the Proposal will be computed as indicated in the Data Sheet. The firm achieving the lowest Price of the Proposal (F) will be invited for negotiations, if required.

Negotiations

- 2.31 Negotiations will be held at the address indicated in the Data Sheet. The aim of negotiation is to reach agreement on all points and sign a contract.
- 2.32 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 2.33 The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services.
- 2.34 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.35 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second lowest Price of the Proposal to negotiate a contract.

AWARD OF CONTRACT

- 2.36 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Bidder on the shortlist that they were unsuccessful and return the Financial Proposals of those Bidders who did not pass the technical evaluation.
- 2.37 The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

CONFIDENTIALITY

- 2.38 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidder who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

SECTION 2: DATA SHEET

Information to Bidder

Clause
Reference

2.1 The name of the client :

**Sh. N. M. Sareen ,
Chief Engineer (Comml.), Jaipur Vidyut Vitran Nigam Ltd.
Room No. 222, Vidyut Bhawan, Janpath
Jaipur-302005**

The method of selection is: Quality-and Cost-Based Selection (QCBS).

A Technical and a Financial Proposals are requested: Yes.

Name of Assignment: **Supply and Replacement of Existing Agriculture Pump Sets and acquiring Certified Emission reductions (CERs) under CDM project.**

Location of Site: Chomu division of Jaipur District Circle (JPDC)

Objectives & Description of the assignment: As detailed in the attached Terms of **Reference. (Section 5 of this RFP)**

A pre-proposal conference will be held: Yes at 11:00HRS on **23.01.2009** at following address

Conference Hall, Vidyut Bhawan, Jyoti Nagar, Janpath, Jaipur-302005

2.2 Sh. N. M. Sareen,

**Chief Engineer (Comml.), Jaipur Vidyut Vitran Nigam Ltd.
Room No. 222, Vidyut Bhawan, Janpath
Jaipur-302005
E-mail: jaipurdiscom@sancharnet.in
Tel no.: (91-141-2747040, 2744803 (FAX))**

2.3 Clarifications may be requested up to fifteen (15) days before the submission date from the following officer:

**Sh. N. M. Sareen,
Chief Engineer (Comml.), Jaipur Vidyut Vitran Nigam Ltd.
Room No. 222, Vidyut Bhawan, Janpath
Jaipur-302005
E-mail: jaipurdiscom@sancharnet.in
Tel no.: (91-141-2747040, 2744803 (FAX))**

2.4 Proposals should be submitted in the following language(s): English

2.5 Period of contract:

- (a) **ACTIVITY –I: SUPPLY AND REPLACEMENT OF EXISTING AGRICULTURE PUMP SETS WITH ENERGY EFFICIENT PUMP-SETS: 10 MONTHS**

- (b) ACTIVITY –II: ANNUAL MAINTENANCE CONTRACT: **9 YEARS**
- (c) ACTIVITY –III: CDM ADVISORY CONSULTANCY SERVICES: **AS PER REQUIREMENT AND SCHEDULE OF ENTITY INVOLVED IN THE PROCESS**
- (d) ACTIVITY –IV: SCRAPPING THE REMOVED PUMP SETS AND OBTAINING THE SALVAGE VALUE : **WITHIN THE TIME PERIOD OF 1 YEAR**
- 2.6 Reports, which are part of the assignment, must be written in the following language: English.
- 2.7 Bidder must submit an original and one additional copy of each of the Technical and Financial proposal indicating page nos & total page nos. in the bid document. However the Financial proposal has to be submitted separately.
- 2.8 Proposals must remain valid for 120 days after opening of Technical Bid or 90 days from the date of opening of Financial Bid which ever is later.
- 2.9 The proposal submission and for any correspondence the address is:
- Sh. N. M. Sareen,
Chief Engineer (Comml.), Jaipur Vidyut Vitran Nigam Ltd.
Room No 222, Vidyut Bhawan, Janpath
Jaipur-302005
E-mail: jaipurdiscom@sancharnet.in
Tel no.: (91-141-2747040, 2744803 (FAX))**
- 2.10 The information on the outer envelope should also include: Proposals **Supply and Replacement of Existing Agriculture Pump Sets and acquiring Certified Emission reductions (CERs) under CDM project.** “DO NOT OPEN BEFORE 15.30 HRS on **30.01.2009**.”
- 2.11 Proposals must be submitted not later than the following date and time; **30.01.2009, 13:30 IST** at Jaipur, Rajasthan.
- 2.12 The proposals submitted would be opened at Vidyut Bhawan at 15:30 IST on **30.01.2009** and verified whether the submitted proposal are in line with the requirements provided in the bid document. The bidders may authorize their representative to be present during the opening of proposal.
- 2.13 The **technical score** will be given according to the following evaluation criteria:

Item	Evaluation Criteria	Maximum Points
A	Concept and Methodology	40
1	Understanding of the Terms of Reference; interpretation comments and coverage of TOR for its adequacy	15
2	Quality of the Methodology Specific and Strategic approach in carrying out the assignment innovativeness and orientation	10

Item	Evaluation Criteria	Maximum Points
3	Adequacy of the Proposed Schedule Quality of team structure and adequacy of the entire team for delivering the scope of work, organization, staffing and activity schedules, duration and input of staff month	15
B	Experience of the Bidder	25
4	Experience of the Bidder in the field of Pump Manufacturing	17
5	Experience of execution of CDM assignments in India with the transaction of CERs concluded in any Sector (provide evidence from the client showing that the Bidder has assisted in the transaction).	8
(C)	Qualifications and competence of the key professional Staff for the Assignment	35
i)	Project Manager	15
ii)	CDM Expert	10
iii)	Domain Leader	10
	Total Points	100

The minimum technical score required to pass is: 70 Points

2.14 The method for determining the Price of the Proposal:

(1) Suppose, bidder quote the prices in the financial proposal as follows:

S.NO.	PARTICULARS	PRICE
1	<u>ACTIVITY -I</u> SUPPLY AND REPLACEMENT OF EXISTING AGRICULTURE PUMP SETS WITH ENERGY EFFICIENT PUMP-SETS: Total Cost (in Rs.) of supplying and replacing 25000 Nos. (Twenty Five thousand) existing pump sets with the energy efficient Pump sets of Chomu division as per the scope of work of bid document	Rs. A
2	<u>ACTIVITY -II</u> ANNUAL MAINTENANCE CONTRACT: Annual <u>Maintenance Cost (in Rs.) per year</u> of the new energy efficient Pump sets as per the scope of work of bid document for AMC of 9 years after expiry of guarantee period of 15 months	Rs. b
3	<u>ACTIVITY -III</u>	c %

	CDM ADVISORY CONSULTANCY SERVICES: <u>Success fee in %</u> of revenue to be received by JVVNL for transaction of total CERs from the Project of replacing Existing Agriculture Pump Sets	
4	<u>ACTIVITY –IV SCRAPPING THE REMOVED PUMP SETS AND OBTAINING THE SALVAGE VALUE: <u>Salvage value (in Rs.) per kg.</u> of the scrap of the old Pump sets (including motor). This amount is to be paid by the contractor to the JVVNL for total Qty. of the scrap.</u>	Rs. d

(The above quoted prices are firm in all respect including all taxes including service tax, duties and levies, arranging escrow facility under aforesaid CDM consultancy, if required)

(2) Assuming,

- (e) Total energy saving from the project = 80 million units
- (f) Earning of CERs from each million of units saving = 853.2 CERs.
- (g) 1CER =12 EURO
- (h) 1EURO =Rs. 60
- (i) Total scrap = T kg.
- (j) Salvage value (in Rs.) per kg.= Rs.d

Then,

(1) Total amount of AMC (B) = 9 X b

(2) Success fee (in Rs.) on the above basis:

$$C = 80 \times 853.2 \times 12 \times 60 \times c\%$$

(3) Total Salvage value of the scrap (D) = T X d

(4) Then, the price of the proposal under consideration will be

$$F = A + B + C - D$$

(8)The firm achieving the **lowest Price of the Proposal (F)** will be invited for negotiation, if required.

2.15 Negotiations if any will be held at the following address – Chairman, Jaipur Discom, Vidyut Bhawan, Jaipur-302005.

2.16 The Assignment is expected to commence not later than 60 days from the date of opening of Financial Proposal at Jaipur, India.

SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Technical Proposal submission form.
- 3B. Firm's references.
- 3C. Comments and suggestions on the Terms of Reference and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of Curriculum Vitae of proposed key professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.
- 3 I. Qualification and Skill Requirements.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Firm)

TO:

Chief Engineer (Commercial)

Jaipur Vidyut Vitaran Nigam Limited,

Room No.222, Vidyut Bhawan, Jyoti Nagar,

Janpath, Jaipur-302005 (INDIA)

Dear Sir,

Subject: Supply and Replacement of Existing Agriculture Pump Sets with Energy Efficient Pump Sets and acquiring Certified Emission reductions (CERs) under CDM project.

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

3B. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years

That Best Illustrate Qualifications

(Provide separate information for Pump manufacturer and CDM consultant)

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.

Assignment Name:	Assignment Details	
Country and project Location:	Professional staff Provided by Your Firm/entity (profiles):	
Name of Clients:	No. of Staff:	
Address of the Clients with contact details of the concerned person:	No. of Staff- Man Months Duration of assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Indian Rupee):
Name of Associated Bidder, if any:	No. of Man Months of Key professional staff, provided by Associated Bidder :	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Signature: _____
(Authorized Representative)
Full Name: _____
Title: _____
Name of Firm _____
Address: _____

3C. COMMENTS AND SUGGESTIONS OF BIDDER ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

Signature: _____

(Authorized Representative)

Full Name: _____

Title: _____

Address: _____

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

Signature: _____

(Authorized Representative)

Full Name: _____

Title: _____

Address: _____

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Key Professionals

Sl. No	Name	Position	Task	Reference page no of complete details in document
1.				
2.				
3.				
4.				
..				

2. Support Team

Sl. No	Name	Position	Task	Reference page no of complete details in document
1.				
2.				
3.				
4.				
..				

Signature: _____

(Authorized Representative)

Full Name: _____

Title: _____

Address: _____

**3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY
PROFESSIONAL STAFF & SUPPORT TEAM**

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

_____ **Date:** _____

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

Full name of staff member: _____

Signature: _____

(Authorized Representative)

Full Name: _____

Title: _____

Address: _____

ACTIVITY (WORK) SCHEDULE

1. Field Investigation and Study Items:

Sl.No.	Item of Activity (Work)	Month wise Program (in form of Bar Chart)											
		1	2	3	4	5	6	7	8	9	10	11	12

B. Completion and Submission of Reports

Report.	Areas covered	Programme: (Date)
1. Inception		
2. Preliminary Report		
3. Interim Progress Report		
4. Final Report covering all areas		

Signature: _____
 (Authorized Representative)
 Full Name: _____
 Title: _____
 Address: _____

3I. QUALIFICATION REQUIREMENTS REFERENCES

Sr. No	Qualification Requirements	Details of qualifying parameters	Reference (page no) of bid document
1	Name of Bidder or the lead member along with registration certificate No.		
2	Year wise turnover of Bidder or the lead member during last three financial years	FY 2005-06 in Lacs Rs FY 2006-07 in Lacs Rs FY 2008-09 in Lacs Rs	
3	Experience of the bidder (provide evidence).	Name of the client Project details Man months Duration of project execution Certificate from the Utility and Web links No of transacted CERs Average rate of CERs	

* If any information is not provided than it will be treated as nil.

Note: Please provide relevant documentary proof in support of the above.

Signature: _____

(Authorized Representative)

Full Name: _____

Title: _____

Address: _____

SECTION 4: FINANCIAL PROPOSAL - STANDARD FORM

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

From: [Name, address and telephone nos. of the bidder]

To:

Sh. N. M. Sareen,

Chief Engineer (Comml.), Jaipur Vidyut Vitran Nigam Ltd.

Room No. 222, Vidyut Bhawan, Janpath

Jaipur-302005

E-mail: jaipurdiscom@sancharnet.in

Tel no.: (91-141-2747040,2744803 (FAX))

Sir,

Subject: Supply and Replacement of Existing Agriculture Pump Sets with energy efficient Pump sets and acquiring Certified Emission reductions (CERs) under CDM project.

We, the undersigned, offer to provide the services for the project of Supply and Replacement of Existing Agriculture Pump Sets with energy efficient Pump sets and acquiring Certified Emission reductions (CERs) under CDM project in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal and we quote our prices as follows:

S.NO.	PARTICULARS	PRICE
1	<u>ACTIVITY -I</u> SUPPLY AND REPLACEMENT OF EXISTING AGRICULTURE PUMP SETS WITH ENERGY EFFICIENT PUMP-SETS: Total Cost (in Rs.) of supplying and replacing 25000 Nos. (Twenty Five thousand) existing pump sets with the energy efficient Pump sets of Chomu division as per the scope of work of bid document	

2	<u>ACTIVITY -II</u> ANNUAL MAINTENANCE CONTRACT: Annual <u>Maintenance Cost (in Rs.) per year</u> of the new energy efficient Pump sets as per the scope of work of bid document for AMC of 9 years after expiry of guarantee period of 15 months	
3	<u>ACTIVITY -III</u> CDM ADVISORY CONSULTANCY SERVICES: <u>Success fee in %</u> of revenue to be received by JVVNL for transaction of total CERs from the Project of replacing Existing Agriculture Pump Sets	
4	<u>ACTIVITY -IV</u> SCRAPPING THE REMOVED PUMP SETS AND OBTAINING THE SALVAGE VALUE: <u>Salvage value (in Rs.) per kg.</u> of the scrap of the old Pump sets (including motor). This amount is to be paid by the contractor to the JVVNL for total Qty. of the scrap.	

(The above quoted prices are firm in all respect including all taxes including service tax, duties and levies, arranging escrow facility under aforesaid CDM consultancy, if required)

THE BREAK-UP OF PRICES OF PUMP SETS IS AS UNDER:

S.NO.	CAPACITY (H.P)	UNIT PRICE (IN RS.) [TO BE QUOTED BY THE BIDDER]	EXISTING NUMBERS OF PUMPS IN CHOMU DIVISION (IN NOS.)	FUTURE REQUIREMENT (IN NOS.)	TOTAL NUMBER OF PUMPS REQUIRED (IN NOS.)	TOTAL COST CAPACITY WISE [TO BE PROVIDED BY THE BIDDER]
	(1)	(2)	(3)	(4)	(5)=(3)+(4)	(6)=(5)X(2)
1	3HP		59	23	82	
2	5 HP		1076	23	1099	
3	7.5 HP		10005	23	10028	
4	10 HP		9035	23	9058	
5	12.5 HP		2298	23	2321	
6	15 HP		1067	23	1090	
7	Above 15 HP		1300	22	1322	
8		TOTAL:	24860	160	25000	
9	Labour and other cost of replacing the pump sets at site:					
10	Grand Total: (This should be equal to the price quoted for ACTIVITY-I above)					

We declare that the above quoted rates are firm and shall not be subject to any variation for the entire period of the contract.

We further declare that the above quoted fee includes all taxes including service tax, duties and levies payable by us under aforesaid consultancy assignment including arranging escrow facility.

Our proposal shall remain valid for acceptance for a period of 120 days from the date of opening of technical bid and 90 days from the opening of financial bid which ever is later.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We are enclosing herewith Power of Attorney in the name of the person who has signed this offer on behalf of the Firm/Organisation

Yours sincerely,

Signature : _____(Authorized Representative)
FullName: _____
Title: _____
Address: _____

SECTION 5: TERMS OF REFERENCE

BACKGROUND

JAIPUR VIDYUT VITRAN NIGAM LIMITED (JVVNL) has envisaged replacing existing 25,000 agriculture Pump Sets of various ratings (3 HP to 20HP) in Chomu division under Jaipur District Circle of JVVNL by energy efficient pump sets with guaranteed energy saving of more than 20% vis-à-vis the existing level of energy consumption. The pump sets should be energy efficient submersible pump sets and should have five stars labelling from Bureau of Energy Efficiency under Ministry of Power, New Delhi. The project will be implemented in the following manner:

ACTIVITY –I: SUPPLY AND REPLACEMENT OF EXISTING AGRICULTURE PUMP SETS WITH ENERGY EFFICIENT PUMP-SETS

SCOPE OF WORK

- (i) The Activity-I contains ten stages, each of one month. In every month contractor will replace 2500 Nos. of Pump sets in Chomu division. Complete supply and replacement work will take 10 months.
- (ii) During the implementation of the project, JVVNL is free to stop the project for further implementing it for the next stage.
- (iii) For analysing data and the out come of the project, JVVNL may stop the next stage of Activity – I in between the project only one time for not more than three months.
- (iv) However, the payment to the contractor for the completed work will be made as per the payment terms of the contract.
- (v) Technical Specifications of the submersible pump sets have been given at Annexure-I.

ACTIVITY –II: ANNUAL MAINTENANCE CONTRACT

The Bidder should have to maintain pump sets after expiry of guarantee period of 15 months for period of 9 years. The period of 15 months will be reckoned from the date of commissioning of the pump sets. Separate rates should be quoted for AMC (Annual Maintenance Contract).

SCOPE OF WORK

- (i) The replaced energy efficient pump sets shall be guaranteed for 15 (fifteen) months from the date of commissioning. The defective pump sets during this period shall be replaced free of cost during this period.
- (ii) After the expiry of guarantee period of 15 months, the AMC of 9 years will come into effect. This AMC shall cover all equipment/ component installed and commissioned under this contract.
- (iii) The JVVNL will be entering in to AMC directly with the contractor after the expiry of guarantee period of 15 months after the completion of the work. Offers received without quoting for the AMC will be summarily rejected. The cost of AMC for 9 years will also be taken into account for evaluation of the tender.

- (iv) Due Payment of AMC will be made after completion of every Six months.
- (v) Contractor will carry out necessary maintenance of the energy efficient Pump sets in condition of any kind of defect. It can be associated with breakdown of pump set, efficient discharge or unsatisfactory working of the Pump sets.
- (vi) During the AMC period, the contractor should engage sufficient staff for maintenance. The Contractor should attend the complaint within 48 Hrs. on call of JVVNL and replace the defective Pump sets within three days of time after attending the complaint. Any delay beyond three days shall invite a penalty of Rs.500/- per day.
- (vii) Replace/Repairs of defective Pump sets and its component: Contractor should replace /repair of defective equipments/components free of cost.
- (viii) No free passes or transport will be arranged by the JVVNL for the movement of equipment and contractor's staff.

ACTIVITY –III: CDM ADVISORY CONSULTANCY SERVICES

SCOPE OF WORK

Scope of work of bidder in respect of CDM consultancy is mentioned hereunder:

Project Design:

- a. Analysis of the project stated above, assess methodology eligibility requirements and identifies where new methodologies are required, assesses emission reduction Client ship issues, prepare preliminary estimates of emission reductions from the project.
- b. Develop Project Idea Note (PIN) as per the format of Ministry of Environment & Forest (MOEF), Government of India.
- c. Project Design Documents (PDD) as per UNFCCC format
- d. The Bidder should also analyse aspects of addition and the registration of CDM project as a 'Programme' approach.
- e. The Bidder shall cover this in a detailed Diagnostic Study that will be presented to JVVNL.
- f. Obtaining Host Country Approval from Ministry of Environment and Forests (MOEF) the DNA, Government of India
- g. Validation of CDM project - Designated Operating Entity (DOE) for carrying out the validation process shall be hired by the Bidder
- h. Getting project registered with CDM Executive Board.
- i. Monitoring and verification of the project

- j. Assisting in the transaction of the CERs issued from the project in marketing emission reductions and concluding transactions with the preferred buyers
- k. The proposal shall also involve the deliverables and outputs as mentioned above and further outline the details subsequently.

Stage I: Project Documentation and Calculations

Development of Project Idea Note (PIN), Project Design Document (PDD) and Monitoring Plan, which would, inter alia, address the requirements of the Kyoto Protocol, the CDM Executive Board's (CDM-E8) procedures and the Host Country Sustainable Development criteria of the Government of India.

The main task would be:

- a. Demonstrate various additional ties for the project;
- b. Delineate project boundary and identify linkages;
- c. Consider existing approved baseline and monitoring methodologies and select the most appropriate;
- d. Identify the selected emission baseline;
- e. Estimate project GHG emissions including direct/ indirect onsite/ offsite emissions;
- f. Develop monitoring and verification protocol as per the selected methodology;
- g. Evaluate risks associated with emission reductions;
- h. Review Environmental Impact Assessment for the project as prepared by JVVNL;
- i. Carry out sustainability assessment of the projects:
- j. Estimates potential streams of CERs and evaluate potential benefits.
- k. JVVNL shall provide required project related information. The Bidder shall source information that is available in public domain related to sector performance and legislative requirements.

Stage II: Host country approval

Securing host country approval for JVVNL including assistance in presentations to MOEF and assistance in defending the projects at MOEF (DNA) and in the meeting of the inter-ministerial group. MOEF encourages project developers to take lead in presentations and discussions and Bidder shall accordingly fully support JVVNL.

Stage III: Validation assistance

Bidder should hire Designated Operating Entity (DOE) for all projects for carrying out the validation process for which Bidder should draft the terms of reference for selecting and appointing the DOE for validation process execution in consultation with JVVNL.

Stage IV: Registration Assistance

A validated project is required to be registered with CDM Executive Board of UNFCCC. The CDM consultant shall be wholly responsible to see that the validated project is registered with the CDM executive board for which it shall coordinate with the DOE and would complete the necessary documentation at its own level on behalf of JVVNL.

Stage V: Monitoring and verification

Bidder should hire Designated Operating Entity (DOE) for all projects for carrying out the monitoring and verification process for which Bidder should draft the terms of reference for selecting and appointing the DOE for monitoring and verification process in consultation with JVVNL. The monitoring and verification agency, after completing the process, submits its report to CDM Executive Board that constitutes a request for issuance of Certified Emission Reduction (CERs).

Stage VI: Transaction services

- a. JVVNL's objective is to achieve maximum value from the transaction. The number of tranches of transactions that would have to be done for realizing the maximum value for JVVNL by exploring best possible market conditions by developing a transparent process as per robust PDD in obtaining best prevailing prices for Emission Reduction.
- b. Bidder would make presentations and hold discussions with the potential buyers to obtain best possible transaction terms. The Bidder is expected to have worked with a large number of corporations and governments in various countries and therefore shall have demonstrated good contacts with the potential buyers. The Bidder is expected to have a sound understanding of the carbon credit requirements of potential buyers; including the type of credits they are looking for and the prices.
- c. Bidder would however suggest taking up the transaction when the credits have been validated. Having identified the potential buyers, Bidder would assist JVVNL in negotiating the term sheet to arrive at a Emission Reduction Purchase Agreement (ERPA) and work towards closing the transaction.

The steps involved in the transaction process are listed below:

Study on marketing strategy and commercial arrangements on behalf of JVVNL to access global carbon markets:

- a. Analyse market trends and developments; overall market positioning, including carbon branding and the development of JVVNL's reputation/image in the market as a global seller of premium carbon instruments
- b. Study and explore transaction structure, including the possibility of using a trustee arrangement

- c. Assess the risks arising out of uncertain and emerging country DNA rules and ways of mitigating these;
- d. Assistance with the selection of project participants and advice on allocation rules to protect market access and the options for the sale of CERs;
- e. Explore best possible commercial arrangements between project participants to protect market access and the options for the sale of CERs;
- f. Work in consultation with JVVNL on its overall marketing strategy, including relative timing of transactions, carbon types, volumes, vintages.
- g. Maintaining escrow service account for JVVNL

Marketing and sale of carbon credits:

- a. Developing the marketing strategy and sale structure, including price and other sale objectives, timing of sale, volume, vintages, multiple tranches, target buyers (type, location) and method of sales (e.g. auction, preferred buyer lists, clients etc);
- b. Analysis of the market, identification and categorization of potential buyers by type of carbon and preparation of a list of target buyers;
- c. Preparation of a sales timetable;
- d. Pre-marketing to identified target buyers;
- e. Preparation of project marketing information and confidentiality agreements;
- f. Analysis of expression of interests;
- g. Preparation of project information memorandum (including terms of sale) and other sales documentation (in conjunction with JVVNL's legal advisers);
- h. Management of the Q&A process during the due diligence process
- i. Short-listing of selected Bidder;
- j. Arranging site visits, meetings and presentations;
- k. Assistance with the conduct of negotiations and address the key issues on each transaction;
- l. Documentation and financial close on each transaction on behalf of JVVNL.

The Bidder shall suggest the transaction strategy modes like future credits, forward contracts, etc., best suited for JVVNL.

ACTIVITY –IV: SCRAPPING THE REMOVED PUMP SETS AND OBTAINING THE SALVAGE VALUE

SCOPE OF WORK

The contractor will uninstall the pump sets from the site of the farmer and notify the same to the concerned Assistant Engineer (O & M), JVVNL. They will jointly mark/seal all the removed pump sets and the contractor will make all the pump sets unusable (scrap) in presence of representative of JVVNL. The contractor then be allowed to sell the scrap to obtain the salvage value which will be paid to the JVVNL. In any case contractor will not sell the removed pump sets in market by repairing them or by any means to make them workable again.

TERMS & MODE OF PAYMENT:

FOR ACTIVITY- I

Each month contractor will supply 2500 Nos. of pump sets of each stage in ACOS (JPDC), Jaipur. After receipt of the material in to the ACOS (JPDC), contractor shall submit bill in triplicate for arranging 60 % payment by A.O. (CPC), JVVNL, Jaipur for the work involved in one stage i.e. the supplying and replacing 2500 nos. of energy efficient pump sets (ten stages will be there to complete the work of Activity – I i.e. Supply and Replacement of 25000 Nos. Existing Agriculture Pump Sets with Energy Efficient Pump-Sets).

Thereafter, the pump sets will be got issued by the concerned Assistant Engineer (O & M), JVVNL as per requirement and the contractor shall arrange transportation from store to site. The contractor shall then install the pump sets at site. After installation and replacement of the pump sets and successful commissioning of the energy efficient pump sets at site, the contractor will request and the Assistant Engineer shall issue a certificate of completion after due verification. The AEN will further forward the bill to concerned XEN for counter signatures and onward transmission to the Accounts Officer (CPC), JVVNL, Jaipur for releasing rest of the 30 % payment of the bill after deduction of salvage value of removed pump sets as per the contract. The payment shall be released by the Accounts Officer (CPC) subject to any deductions covered under the contract and as per payment policy of JVVNL.

The balance 10% payment will be treated as performance guarantee and shall be made after expiry of guarantee period of 15 months after satisfactory completion of contract and after meeting out all legal and contractual liabilities by the contractor as per terms and conditions of the contract. The firm may alternatively like to furnish the Bank Guarantee of equivalent amount against performance guarantee from a scheduled Bank on non-judicial stamp paper(s) of appropriate value in the prescribed format addressed to the Chief Engineer (Comml), JVVNL, Jaipur for satisfactory completion of work.

The period of 15 months will be reckoned from the date of commissioning of the pump sets. All other statutory deductions, if any, shall be made by the Accounts Officer while making payment to the Contractor. Transportation cost involved in any of the activities will be borne by the contractor.

FOR ACTIVITY- II

The due payment of bills of AMC will be made on half yearly basis. After completion of every six months, contractor shall submit bills for AMC in first week of following month to the concerned Assistant Engineer (O & M), JVVNL. After verifying satisfactory performance, the AEN will further forward the bill to concerned XEN for counter checking and signatures and onward transmission to the Accounts Officer (CPC), Jaipur Discom for arranging 100 % payment subject to any deductions covered under the contract. The payment shall be made by the Accounts Officer (CPC), Jaipur Discom as per payment policy of JVVNL.

FOR ACTIVITY- III

PAYMENT TO THE CDM CONSULTANT

- (i) Success fee to the consultants will be made on actual realisation of amount (in Euros) for CERs transacted successfully time to time or in phase manner as per the registration of the projects in amount in Indian currency in % value as per contract after deduction of advance or any amount paid to the consultant with respect to execute the project at various stages and amount on account of penalty, if any.

The payment terms as stated above shall be adhered to at the most, however no interest shall be paid for delay in payment, if any.

NODAL OFFICER: The Executive Engineer (O & M), JVVNL, Chomu will be the Nodal Officer.

OTHER CONDITIONS

- a. The Bidder shall not bid to buy the carbon credits himself.
- b. He shall demonstrate that he is completely independent from the buyers of carbon credit.
- c. The success percentage should be inclusive of charges for escrow facility.
- d. If in the opinion of JVVNL, contractor has not put sufficient efforts to perform as per the scope of work for CDM ADVISORY CONSULTANCY SERVICES for acquiring the CERs for JVVNL, in such circumstances JVVNL shall have the right to deny to take further services of the contractor in the matter of “CDM ADVISORY CONSULTANCY SERVICES” and may appoint any other consultant as it may deem fit and no claim of for compensation in this respect shall be entertained from the contractor.
- e. JVVNL has right to send his duly authorized representative to carry out inspection and acceptance testing of the material before dispatch and as well as at the site. If the material fails to meet out the specifications, the contractor will immediately replace the material with the fresh material meeting all the specifications as per the contract.
- f. General condition of supply (GCC) and Erection Condition of supply (ECC) [applicable as the work involves installing and uninstalling the pump sets at site] appended herewith are also the integral part of the bid document.
- g. JVVNL reserve the right to award the contract more than one contractor, if in its opinion the work can be better handled by more than single contractor.
- h. JVVNL also reserve the right to reduce/ increase the scope of work of bid document at any stage.

Schedule of Implementation

- 5.1 It is the intent of JVVNL to replacement of existing agriculture pump sets with energy efficient pump sets and acquiring Certified Emission Reductions (CERs) under CDM project. Accordingly, the bidder shall furnish along with his offer, a detailed bar chart of different activities for the scope of work (separately for supplying and replacing pump sets and CDM advisory consultancy services). This chart shall be discussed and finalised with the JVVNL, before award of contract.

Basis of Price Offer

- a. Deviations / Exclusions, if any, not covered in the services offered, should be brought out by the bidder specifically in his offer.
- b. The bidder shall express the success fee as percentage (%) of total revenue per annum to be received by JVVNL on account of CERs for the services detailed in Specification of the bidding document.
- c. The prices quoted in financial proposal shall include all related costs towards overheads, manpower, secretarial services, communication, stationery, boarding, lodging and all travel expenses.

Manpower Deployment

- 5.2 The Bidder shall deploy a suitable task force of well-qualified and experienced facilitators/counsellors/trainers. The name of the counsellors proposed to be deployed for completion of services included under the scope of this specification, along with their relevant experience and curriculum vitae shall be included by the bidder in his offer.
- 5.3 The bidder shall furnish with his offer list of the counsellors working with them on full time basis, along with the details of their past experience and association in similar assignments.
- 5.4 The Bidder shall also identify a senior counsellor to act as an overall co-ordinator and as a focal point for all interactions with the JVVNL, throughout the entire period of consultancy assignment.

Methodology

- 5.5 Assistance to Discoms shall be carried out based on the existing infrastructure, working system/ procedure, organizational structure and prevalent laws, rules & regulations. The Bidder shall have interaction with the concerned wings and prepare a base line policy paper showing expectations from the proposed system, which may not be forthcoming under the existing set-up. The cumulative findings shall form the basis of preparing the final report.
- 5.6 In order to achieve the above objectives and carry out work as defined under the scope, the Bidder shall clearly spell out the methodology to be adopted by in their response to RFP.

Competency and Expertise Requirements

- 5.7 The Bidder shall necessarily possess the following competence and expertise:
 - a) The Bidder will need to possess multi dimensional capability to adequately meet the requirement of the consultancy.
 - b) The offer may be submitted either by a single Bidder or by a consortium of Bidder led by a lead member.
 - c) The Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.

- d) Details of past experience in similar or other areas connecting with Pump manufacturing and acquiring Certified Emission reductions (CERs) under CDM project thereof.
- e) The Bidder will need to be able to work efficiently with senior management and officers of Discoms.

Reporting Arrangements

- 5.8 The Bidder shall report to the Officer nominated by the Discom, who will closely monitor the progress.
- 5.9 The Bidder should nominate one nodal Officer/Manager/Project Manager for the entire consultancy period.
- 5.10 The Bidder shall submit Monthly Progress Reports by 10th of every calendar month along with the details of activity carried out by its team to the Nominated Officer of the Discom.

Key Competencies

- 5.11 The Bidder shall have proven expertise in manufacturing of energy efficient pumps and Replacement of Existing Agriculture Pump Sets and acquiring Certified Emission reductions (CERs) under CDM project. The evaluation of the key positions will be based on the qualification and experience of team leaders listed below (indicative, but not comprehensive list of qualifications for each, is shown in brackets):
 - a) Project Manager- (Minimum 3 years experience in Govt. sector/Pvt. Sector for carrying out various projects in India. Project Manager may not have knowledge on all these aspects; however he/she should have experience of managing similar projects in organisations.
 - b) CDM Expert - Having good understanding of different types of CDM projects especially having experience of documentation, execution and familiar with the procedures of transaction of CERs (Minimum 3 years).

Data, Services, and Facilities to be provided by the Client

- a) Any information / documents, if available; as indicated in these TOR which may be reasonably required by the Bidder for completing the assignment.

Note: All other facilities like office space, telephone, conveyance, Computer, Printer, Photo Copier, FAX Machine, Lap Top Computers, Internet / e-mail Connection, modem etc., will not be provided and will have to be arranged by the Bidder.

Conduct of Work

- 2.38 In order to assist JVVNL in implementation, and for an orderly and well- informed decision making process and effective follow-up, each of the tasks should be executed in such a way as to provide for;

- a) Presentation and discussions on the findings and diagnosis of the Bidder, the options available, and the criteria to assess the options;
 - b) Formulation of detailed recommendation consistent with the above Scope; and
 - c) Formulation of implementation program including recommendations to the counterpart arrangement required for effective implementation.
- 2.39 Given the nature and complexity of the work involved, it will be necessary to provide effective supervisory control over the activities in the preparation of the plan. The Bidder should identify in his proposal a Project Manager.
- 2.40 In order to minimize the cost of the assignment in JVVNL, the Bidder will be expected to utilize the results of the experience gained in other Power Utilities in India, where it is applicable in JVVNL, but the Bidder's explicit opinion as to the pertinence to JVVNL and its practical use therein will be required.
- 2.41 It is expected that the Bidder will utilize the state of the art technology and techniques as suited to local condition for implementing the assignment.
- 2.42 The Bidder will work closely with the Discom counter-part team as part of total implementation and certification and transaction process.
- 2.43 The Bidder is required to provide CVs of the key team member(s) in the proposal, who should be full time employees from the Bidder' existing staff with experience of Govt./Private sector.

Outcome and Deliverables

- 2.44 Submission of Documents and reports (one original with one copy) related to the studies and tasks described as stated below followed by a presentation:

Activity –I:

- a. **An Inception report**, followed by the presentation, which will fully describe the work plan and steps to be undertaken in this assignment, with tentative schedule including the task to be accomplished by all parties. The Bidder should indicate a responsibility matrix, in their proposal indicating the responsibilities of the Bidder and the client for each of the identified activities. Inception Report would be submitted within two (2) months from the commencement of the assignment.

Activity –III:

- a. **The Project Report**, comprising diagnostic study & development of documentation for each project as per the scope of work and obtaining host country approval from MOEF, GOI etc will be submitted as per the requirement.
- b. **The Validation Report**, comprising the document containing the terms of reference for selection of DOE for the purpose of validation of projects for CER transactions in consultation with JVVNL and appoint DOE, will be submitted as per the requirement.

- c. **The Registration Report**, comprising of registration with CDM Executive Board of UNFCCC. The report will also include the DOE execution plan and status of project registration; will be submitted as per the requirement.
- d. **The Final Report**, comprising the document containing the terms of reference for selection of DOE for the purpose of monitoring and verification process of all the projects for CER transactions in consultation with JVVNL and appoint DOE, status of monitoring and verification report to CDM executive board with the request of CERs. The report should also contain the status and type of training provided to the JVVNL nominated officers, will be submitted as per the requirement.

Delivery Report:

- a. The Bidder should submit monthly progress report during the currency of the contract containing:
- b. The no of transactions concluded during the month along with the evidence of each such transaction, no. of discussions held with the potential buyers along with their names to obtain best possible transactions. The monthly report will also consists the action taken report as per the scope of work laid down under the head of transaction services and the status of compliance as per registration, validation, monitoring and verification report

To facilitate any updating and transfer of know-how, the Bidder must provide the Discom with all softcopy of the Programs and Reports along with the detailed instruction manuals/ or training for their use, as part of varies documents and reports.

Composition of Review Committee

- a. The work done and the output delivered by the present Bidder would be reviewed and monitored by the Task Force constituted by the Discom.
- b. The Reports prepared and received from Bidder by the Discom would be considered in the Committee constituted for this project.
- c. All the report shall be submitted in two copies (1 Original and two copies) along with the soft copy.

APPENDICES

Appendix A (Description of the Services)

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B (Reporting Requirements)

[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C (Key Personnel and Sub-Contractor)

(Refer Clause 4.1 of the Contract)

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work in India, and staff-months for each.

C-3 List of approved Sub-Contractor [if already available]; same information with respect to their Personnel as in C-1 or C-2.

C-4 Same information as C-1 for Key local Personnel.

Appendix E (Services and Facilities Provided by the Client)

- 1 Counterpart teams would be provided by the Discom as far as possible, individuals forming such team would not be changed during the contract period
- 2 Information and data required for the purpose of undertaking the assignment would be made available to Bidder by the nodal officer of respective Department within reasonable period on request from the Bidder and shall be provided in soft form wherever possible.

Note: All other facilities like office space, telephone, mobile, conveyance, Computer, Printer, Photo Copier, FAX Machine, Lap Top Computers, Internet / e-mail Connection, modem etc., will not be provided and will have to be arranged by the Bidder.

SUPPORTING DOCUMENTS

- a)** Incorporation Certificate of the company.
- b)** Memorandum of Association and Articles of Association.
- c)** Profit and Loss Account and Balance Sheet and Annual Report of the Company for last three years.
- d)** Experience Certificate of the Company to support the qualification criteria
- e)** Detailed of past experience of bidder in similar or other areas connecting with utility sector involvement along with copies of similar contracts handled/awarded by Govt. owned/Private Sector utilities etc. so as to assess the capability of consultation and qualify for evaluation.
- f)** Copy of the order of the relevant projects done for the Indian Utilities and the status of the project clearly indicating the scope of work, duration of the contract, successful completion etc. for the evaluation process.
- g)** Letter of Association.
- h)** Proof of Consortium.

TECHNICAL SPECIFICATIONS OF SUBMERSIBLE PUMP SET

1. The submersible pump-sets should be suitable for clear, cold and fresh water. The pump should be in accordance to IS. No. 8034/2002 (with up dated amendments) and the specifications for the Motor shall be in accordance to IS.No.9283/1 995 and as per the drawings given at (Figs. 3, 5 and 6 shown at pages 4, 8 and 9) of the IS Specifications and as amended from time to time including revisions, if any. The Energy Efficient Submersible Pump should have 5 stars labelling from BEE.
2. The components of pump should be as per the specifications given in Annexed Schedule which is attached to this Tender document.

4.0. DETAILED TECHNICAL SPECIFICATIONS FOR SUBMERSIBLE PUMPS AND MOTORS:

4.1. GENERAL:

The Pump-sets should be of sturdy construction for the unfavourable and not the ideal site conditions as regards storage, handling, running, maintenance and repairs of pump-sets. It should be possible to repair the pump-sets preferably at site in the event of any minor repairs, or in the manufacturers/dealers local repairs shops with safe and minimum cost and should therefore, be fitted with replaceable wear parts. The stator bore should be minimum 50 mm. Further of easy re-windability of the 'Stator' winding or replaceable stator of economy in repairs are of overriding consideration after meeting the basic hydraulic, electrical and mechanical performance. In general the Submersible pump-sets should conform to IS. 8034/2002 and the materials of constructions for pump and motor shall be given by the contractor in Annexed Schedule.

4.2. Detailed Specification for Motor should be as follows:

The motor must be designed for 400 volts + 10% (-) 15% volts (340 to 440 volts) so as to withstand the wide voltage fluctuations at site, as such, the permissible winding temperature rise should not exceed 35 degree Centigrade above ambient measured by resistance method. The motor should be suitable for 3 phase, 50 Hz (with 3% of normal frequency)AC supply and have a speed for around 2800- 2900 rpm depending upon the motor rating corresponding to a synchronous speed of 3000 rpm.

- 4.3. The thrust plates should have appropriate mirror surface to ensure proper lubrication with water and smooth transmission of thrust at low friction losses besides the swivelling thrust pads on stainless steel balls of material grade SS 420, the bearing assembly itself should be able to swivel on swivel arrangement, with Hardness of 58 HRC arrangements. The thrust bearing housing shall be provided with a drain plug to empty water collected in the thrust bearing. The Thrust bearing housing shall be fitted with a rubber diaphragm or other compensating device to take care of expansion and contraction of water with rise and fall of temperature.
- 4.4. It should, not only be possible to rewind the stator windings easily, but also, the windings should be accessible to facilitate checking and locating any fault without disturbing full windings and also to replace defective coils. It should be possible to rewind the motors

with readymade pretested coils, stator body should be rigidly welded on the stamping assembly. Adequate arrangement should be provided for preventing rotation or shifting of stampings inside the stator body preferably by providing Cl. Rings with round fingers provided on both ends of the stator stamping to avoid damage to winding wire due to sharp edges of the stamping. All nuts and bolts in contact with the Bore-well water should be made of SS grade 316.

- 4.5. The quoted H.P. of motor should have a minimum power margin of 10% at duty point and shall not get overloaded in the range of plus 10% to minus 25% of the specified pump head.
- 4.6. In general the motor shall conform to IS.9283/1995. The motor should be suitable for DOL or Star Delta or auto transformer starters as the case may be. The motors shall have the name plate as specified in IS.9283/1 995

5.0 **DETAILED SPECIFICATION FOR PUMP SHALL BE AS FOLLOWS:**

- 5.1. The Submersible pump shall conform to IS.8034/2002 standards. The hydraulic components of the pumps should be of light weight and of high grade engineering material having excellent wear resistance for corrosion and acidic water as per the specifications of material construction given in the Schedule to this tender document.
- 5.2. The hydraulic components should be made of non-magnetic material and the complete pump assembly should be made out of SS 304 specifications and major components shall be as follows:

6.0. **Pump Bowl Assembly:**

- 6.1. The bowl should be of fabricated technology made with SS. 304 (AISI) grade sheet. The bowls should be provided with renewable wearing rings, filter arrangements to prevent sandy water going into the bearings. The duty point should be located near the peak efficiency and there should not be steep fall in the Q-H curve in the head range of plus 0% and minus 25%.

7.0. **Impellers:**

- 7.1. Impellers manufactured with SS.304 (AISI) grade sheet with fabricated Technology and should be of enclosed type.

7.2. **Pump Shaft:**

The material of the pump shaft shall be of duplex/SS 316 (AISI) conforming to IS.1570 (Part5) of 1985 as on S.8034!2002. The Pump shall be guided with bearing on the impeller shaft assembly. The shaft without protecting sleeve shall have a finish of 0.75 microns Ra, max.

7.3 **Suction casing with strainer:**

The material for suction should be of SS 304 (AISI). The opening of suction casing should be of proper size and shape to avoid entry of foreign matter into the suction casing. It shall

be fitted with a strainer made of perforated SS sheet of suitable thickness. All nuts and bolts shall be of SS. 316 grade.

8.0. **Hydraulic and electrical testing facilities at Manufacturer's works:**

The pump-sets should be tested for checking the hydraulic and electrical performance as per IS.11346. There should be adequate facilities available with certified calibrated instruments at the manufacturer's works for this purpose. The manufacturer should have the arrangements for testing the motor in the range of 340 — 440 Volts.

9.0. The facilities for type test, for speed measurements and temperature rise should be made available at the manufacturer's laboratory.

10.0. The manufacturer should provide the following certificates for each pump- set to the quality control Inspection officers during the Inspection.

For Pump:

i. Operation and maintenance manual.

ii. Material Test certificate, dynamic balancing records, surface finish certificate
for pump shafts.

iii. Performance report along with actual characteristic curves as specified.

General.

Manufacturer's Test Certificate.

Guarantee Certificate

11.0. **Manufacturer's Test certificate:**

And The Supplier shall also furnish manufacturer's Test certificate for quality control together with guarantee certificate for 100% consignment duly undertaking free replacement of material for any manufacturing defects, any deviation from relevant IS specifications, if the defect is brought to the notice of the firm within 15months from the date of supply or 12 months from the date of commissioning, whichever is earlier. The supplier shall also give guarantee for each pump-set to the effect that the pump-set and motor are made of quality materials as specified in the rate contract and as specified in relevant IS codes and that will give satisfactory service, all that they claim.

**GUARANTEED MATERIAL SPECIFICATIONS FOR THE ENERGY EFFICIENT
STAINLESS STEEL PUMP & MOTOR FOR SINGLE / THREE PHASE**

S.No	Name of the part	Material description
1	Product	energy efficient stainless steel submersible pump with fabricated technology
2	Standards to which the material conforms	BIS 8034/2002&9283/1995 with up to date amendments
3	Type	Submersible
4	Make / Brand	
5	Manufacturer's name & Address	
6	Method of Lubrication	
7	Maximum overall outer diameter of pump	145 mm
8	Materials of Components	SS
9	Bearing Sleeve	SS 304
10	Stage Bearing Bush	Nit rile rubber
11	Discharge casing	SS 304 (AISI)
12	Impeller should be of fabricated Technology	SS 304 (AISI)
13	Top Diffuser cup should be of fabricated Technology	SS 304 (AISI)
14	Stage Diffuser Cup should be of fabricated Technology	SS 304 (AISI)
15	First Stage Diffuser Cup made with fabricated Technology SS	SS 304 (AISI)
16	Neckring	Nit rile rubber
17	Suction casing	SS 304 (AISI)

18	Suction strainer	SS 304 (AISI)
19	Pump Shaft	Duplex
20	Non Return valve (indicate whether NRV is spring loaded are not)	
21	NRV Flap	SS 304 (AISI)
22	Whether characteristic curves are furnished	
23	Clamping strip	SS 304 (AISI)
24	Fasteners	SS 316 (AISI)
25	Cable Guard	SS 304 (AISI)

SPECIFICATION FOR V -6 MOTOR

S.No	Name of the part	Material description
1	Standards to which the motor confirms	BIS 9283/1995
2	Type of mounting	Vertical
3	Speed	2850 – 2900 rpm
4	Type of starting	DOL up to 7.5 HP and Star-Delta above 7.5 HP
5	Method of Lubrication	Water
6	Voltage range at which motor can operate and voltage variations	340 volts – 440 volts
7	Lowest voltage	340 volts
8	Highest voltage	440 volts
9	Frequency variation over normal frequency of 50 HZ	+ (-) 3 %
10	Temperature rise under normal conditions over ambient temperature	Up to 35 degree centigrade
11	Indicate the method of impregnation of motors or rotor	

12	Materials of components shaft protecting sleeves whether provided or not	
13	Bearing Bush	Graphite / Ceramic
14	Diaphragm	Nit rile Rubber
15	Motor bearing housing	Grey CI / SS 304
16	Stator Body Laminations	SS 304 Electrical Sheet Steel
17	Rotor shaft Laminations	SS 410 Electrical Sheet Steel
18	Thrust bearing segment	SS 420
19	Revolving plate	Graphite
20	Thrust bearing plate	Cast Iron
21	Thrust bearing housing	Grey cast iron / SS 304
22	Water drain plug	Gun metal
23	Submersible cable	PVC / rubber
24	Length of cable supplied with Motor	3 meters
25	Rotor dynamically balanced	
26	List of tests conducted on motor	
27	Routine tests done	
28	Type of Tests normally done	

12 .2 **Guarantee of performance:**

As per IS 8034/2002 pump discharge shall be guaranteed for the range of Head between — 25% and + 10% of the specified head when the later is 30 Meters or above. Below 30 meters, the limits shall be from — 25% to + 25% or 3 meters whichever is less.

GENERAL CONDITIONS OF CONTRACT

(GCC)

SECTION - GCC

TABLE OF CONTENTS

Clause Description

- 1.0 Definition of Terms
- 2.0 Contract
- 3.0 Scope of Contract
- 4.0 Contractor to inform himself fully
- 5.0 Contract documents and agreements
- 6.0 Completeness of contract
- 7.0 Security Deposit
- 8.0(A) Assignment and subletting contract
- 8.0(B) Procurement from sub-vendors
- 9.0 Patent rights and royalties
- 10.0 Contract price
- 11.0 Change of quantity
- 12.0 Deduction from Contract price
- 13.0 Certification of completion of works
- 14.0 Certification of completion of stages
- 15.0 Insurance
- 16.0 Liability for accidents and damages
- 17.0 Delivery and time for completion
- 18.0 Delay in completion
- 19.0 Contractor's default
- 20.0 Delays by Client or his authorised agents
- 21.0 Termination of contract on Client's initiative
- 22.0 Change of name of bidders/contractors
- 23.0 Certificate not to affect right of Client and liability of contractor
- 24.0 Settlement of dispute
- 25.0 Measurement
- 26.0 Gifts and commissions etc.
- 27.0 Language and measures
- 28.0 Release of information
- 29.0 Construction of the contract
- 30.0 Completion of contract
- 31.0 Enforcement of terms

- 32.0 Engineer's supervision and decision
 - 33.0 Co-operation with other contractors and engineers
 - 34.0 Inspection, testing and test certificates
 - 35.0 Commencement of works, programme of works, time for completion etc.
 - 36.0 Power to vary or omit work
 - 37.0 Guarantee
 - 38.0 Replacement of defective parts and materials
 - 39.0 Defense of suits
 - 40.0 Limitations of liabilities
 - 41.0 Test on completion
 - 42.0 Taxes, Permits and licenses
 - 43.0 Progress reports and photographs
 - 44.0 Terms of payments
 - 45.0 Mode of Payment
 - 46.0 Handing over/Taking over
 - 47.0 Bankruptcy
 - 48.0 Vendor Registration Scheme
 - 49.0 Further correspondence
 - 50.0 Acceptance of the order
- Annexure - A (GCC) Proforma of Contract agreement

GENERAL CONDITIONS OF CONTRACT

Notwithstanding anything contained to the contrary in the specification or bid or any subsequent exchange of correspondences, the General Conditions of Contract shall prevail and shall be binding on the contractor and any change or variation expressed or impressed howsoever made shall be inoperative, unless expressly sanctioned by the NIGAM. The contractor shall be deemed to have fully informed himself and to have specific knowledge of the provisions of the General conditions of contract mentioned hereunder:

1.0 DEFINITION OF TERMS:-

- 1.1 In constructing these general conditions and the annexed specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction.
- 1.2 The "Purchaser" shall mean the JAIPUR VIDYUT VITRAN NIGAM LTD represented by Chairman and Managing Director and shall include their legal personal, representative, successors and assignees. The "Nigam" or "Customer" or "Client" shall mean the "Purchaser".
- 1.3 The "Bidder" shall mean and include one or more persons or any firm or any Company or Body incorporate who has submitted the Bid in response to "Invitation To Bid"/"Tender Notice".
- 1.4 The "Contractor" or "Supplier" shall mean the Bidder/ Tenderer whose Bid/Tender has been accepted by the NIGAM and shall include the Bidder's heirs, legal representative, successors and assignees approved by the NIGAM.
- 1.5 The "Sub-contractor" shall mean the firm or the persons named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the NIGAM and shall include his heirs, legal representative, successors and assignees approved by the NIGAM.
- 1.6 The "Chairman" shall mean the Chairman, JAIPUR VIDYUT VITRAN NIGAM LTD, Jaipur and "MD" shall mean Managing Director, JAIPUR VIDYUT VITRAN NIGAM LTD, Jaipur.
- 1.7 The "Engineer" shall mean the Chief Engineer or other Engineer or officer for the time being or from time to time duly authorised and appointed in writing by the NIGAM 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 NIGAM or his duly authorised representative.
- 1.8 "Plant", "Equipment", "Materials", "Stores", "Works", shall mean and include the plant and materials to be provided and work or works to be done by the Contractor under the Contract.
- 1.9 The 'contract' shall mean and include the following :
 1. Invitation of Bid.
 2. Instructions to Bidders.
 3. Bid Form including schedule of prices.
 4. Earnest money receipt/Security bank guarantee.
 5. Letter of Intent and its acknowledgement.
 6. Performance Bank Guarantee.
 7. Formal work order.
 8. Guaranteed test performance and Warranty.
 9. General Conditions of Contract.
 10. Erection Conditions of Contract.
 11. Special instructions.
 12. General Technical Conditions and specification.
 13. Site conditions.
 14. Specification, specific conditions, schedules and drawings.

15. Addenda which may hereafter be issued by the NIGAM, to the Contractor in the form of letter and covering letters and schedule of prices as agreed between the Contractor and the NIGAM.
16. The Agreement to be entered into under Clause 5 of this section.
- 1.10 The "Specification" shall mean the specification, specific conditions annexed to the General Conditions of Contract and the schedules thereto, if any.
- 1.11 The month shall mean, English calendar month i.e. period of 30 days and week shall mean a period of 7 days.
- 1.12 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.
- 1.13 The "Place of delivery" shall mean the place of delivery at which the Contractor/ Supplier is responsible to deliver the materials at the contract price.
- 1.14 The "Test of completion" shall mean such tests as are prescribed in the contract to be made by the Contractor before the Plant is taken over by the NIGAM as per the General Conditions.
- 1.15 "Commissioning" shall mean the satisfactory operation of the plant or equipment specified herein, after all necessary initial checks, adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and the plant has been in continuous and unrestricted commercial use specified for at least thirty (30) days or as otherwise.
- 1.16 "Letter of Intent" shall mean the NIGAM's letter conveying his acceptance of the Bid subject to such reservations as may have been stated therein.
- 1.17 The "Contract price" shall mean the sum named in or calculated in accordance with the provisions of the Contract/purchase or any amendments thereto.
- 1.18 "Formal work order" shall mean the Client's letter which may be issued in the way of letter of intent containing detailed terms and conditions of the work/supply and such other particulars which the Client may like to convey the Contractor/supplier pending execution of a formal written agreement in accordance with clause 5.0 of this section.
- 1.19 The Consignee shall mean and include the Asstt. Controller of Stores, Store Superintendents and or any other officer / official of the JAIPUR VIDYUT VITRAN NIGAM LTD all over jurisdiction of JVVNL, performing the duties of the consignee.
- 1.20 "Commercial Use" shall mean that use of the work which contract contemplate or which it is to be commercially capable.
- 1.21 "Writing " Shall include any manuscript, type written or printed statement under or over signature or seal as the case may be.
- 1.22 The Word "Codes" shall mean the Indian Boiler Regulation and rules made there under with such special modifications which may be agreed upon by the Chief Inspector of Boilers, Rajasthan from time to time which shall also include the Indian Electricity Rules, IS Code of practice and Factory Rules and Regulations applicable in the State of Rajasthan on the date of issue of the letter of intent or such modifications thereof as may be specially stipulated by competent State authorities i.e. Electrical Inspector and Chief Inspector of Factories, Rajasthan.
- 1.23 Words importing "PERSON" shall include firms, companies, corporation and other bodies whether incorporated or not.
- 1.24 Words importing the singular only shall also include the plural and vice versa where the context requires.
- 1.25 Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Sale of Goods Act (No.III of 1930), fulfilling that in the Indian Contract Act (Act IX of 1872) and falling that in the General clauses Act 1897 including amendments thereto.
- 1.26 When the words "approved", "subject to approval", "satisfactory", "Equal to", "proper", "Requested", "as directed", "where directed", "when directed", "determined by",

- “accepted”, “permitted” or words and phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of the Client/engineer.
- 1.27 'Works', shall mean and include the supplying of equipment, labour and services, as per the technical specifications and complete erection, testing and commissioning of the equipment including all transportation, handling, unloading and storage at the site as defined in the contract, intended to be executed on a supply and erection basis.
- 1.28 The term 'Equipment Portion' of the contract price shall mean the all adjusted F.O.R. destination value of the equipment.
- 1.29 The term 'Erection Portion' of the Contract Price shall mean the value of field activities of the Contract including erection (replacement of Pump), testing and commissioning to be performed at site by the Contractor.
- 1.30 'Inspector' shall mean the Client or any person nominated by the Client from time to time, to inspect the equipment, stores or works under the Contract, and/or the duly authorized representative of the Client.
- 1.31 'Date of Contract' shall mean the date on which both the parties have signed the Contract Agreement.
- 1.32 'Start-Up' shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and checkout of equipment and supporting sub-systems; initial operation of the complete equipment covered under the Contract to obtain necessary pre trial operation data, perform calibration and corrective action; shut down, inspection and adjustment prior to the trial operation period.
- 1.33 'Initial Operation' shall mean the first integral operation of the complete equipment covered under the Contract with sub systems and supporting equipment in service or available for service.
- 1.34 'Trial Operation' 'Reliability Test', 'Trial run', “Completion Test”, shall mean the extended period of time after the start-up period. During this trial operation period the equipment shall be operated over the full load range. The length of trial operation shall be as determined by the engineer, unless otherwise specified elsewhere in the contract.
- 1.35 'Performance and Guarantee Test', shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristic as specified in the contract documents.
- 1.36 The term 'Final acceptance' shall mean the Client’s written acceptance of the works performed under the contract, after successful completion of performance and guarantee tests.
- 1.37 'Guarantee Period/ Maintenance period' shall mean the period during which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.
- 1.38 ‘Drawings' / 'Plans’ shall mean all:
- (a) Drawing furnished by the Client/ consultant as a basis for proposals.
 - (b) Supplementary drawings furnished by the Client/consultant to clarify and to define in greater detail intent of the contract.
 - (c) Drawing submitted by the contractor with his proposal provided such drawings are acceptable to the Client/consultant
 - (d) Drawings furnished by the Client/Consultant to the Contractor during the progress of the work ; and
 - (e) Engineering data and drawings submitted by the contractor during the progress of the work provided such drawings are acceptable to the engineer.

2.0 CONTRACT:-

The Contractor and the Nigam shall as soon as possible, unless otherwise agreed upon enter into a signed agreement for the proper fulfillment of the contract. The expenses of completing and stamping the agreement shall be paid by the contractor and the Nigam shall be furnished free of charge with an executed stamped counterpart of the agreement with three copies after the tender/bid has been accepted by the purchaser/Client. All orders/instructions to the contractor shall except as herein otherwise provided, be given by the engineer on behalf of the purchaser/Client.

3.0 SCOPE OF CONTRACT:-

- 3.1 The scope of the contract including the design, manufacture, supply, erection, implement the project inter-alia including testing & commissioning of the work / equipment in accordance with the specification and documents at the proposed site of the work.
- 3.2 The General terms and conditions mentioned herein shall form a part of the specification and documents.
- 3.3 All the works covered by the contract shall be in accordance with the Indian Electricity Act 1910 with the latest amendments and the Indian Electricity rules 1956 made there under.

4.0 CONTRACTOR TO INFORM HIMSELF FULLY:-

The Contract shall be considered to have come into force from the date of the issue of Letter of Intent / Letter of Award. The contractor shall be deemed to have carefully examined the General Conditions, specifications, schedules and drawings 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 Client or the Engineer shall not be in any way relieve the contractor from his responsibility for the supplying of the plant and 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 plant and 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.

5.0 CONTRACT DOCUMENTS AND AGREEMENTS:-

The order placed under this specification shall be governed by the terms and conditions as incorporated in this section of the 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 only. For the due fulfillment of the contract, the contractor shall execute an agreement in the prescribed form on Rajasthan State Non- judicial stamp paper worth Rs.100/- 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 alongwith the contract documents together with a "Power of Attorney" in favour of the Executants shall be required to be returned to the Client 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/Client shall be sent to the supplier for his reference. The contract documents shall mean and include the following:

1. Contract agreement along with letter of Intent.
2. Bid document
3. Work order and its annexures.
4. Bid proposal form
5. General Conditions of Contract
6. Erection Conditions of contract
7. Amendment letters, if any

6.0 COMPLETENESS OF CONTRACT:-

The equipment shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally supplied with such equipment even though not specifically detailed in the specification unless included in the list of excluded items. The contractor shall not be eligible for any extra payment in respect of such mounting, fittings, fixtures and standard accessories etc. which are needed for the safe operation of the equipment as required by applicable codes only as per contract, and they may not have been included specifically in the contract.

7.0 SECURITY DEPOSIT/ GUARANTEE:-

- 7.1 In order to secure/assure due fulfillment of the contract, the successful Bidder(s) shall furnish security deposit equivalent to 2% of total contract value within 15 days from the date of receipt of letter of intent/ detailed work order, either in cash/ DD with the Accounts Officer (cash), JVVNL, Jaipur or in the form of Bank Guarantee from a scheduled Bank, on non-judicial stamp paper worth Rs. 100/- (Rs. One hundred) in the prescribed format, addressed to the Chief Engineer (Comml), JVVNL, Jaipur. The Bank Guarantee will remain valid up to a period of 3 months after ascertaining the successful and satisfactory completion of contract. The security in the form of cash/DD/BG will be refundable after 3 months of successful completion of work.
- 7.2 Unless otherwise specifically required to be retained/forfeited by the NIGAM, the Security deposit/Bank Guarantee shall be refundable on request of the contractor after three months on completion of the entire work to the satisfaction of the NIGAM.
- 7.3 If the contractor fails or neglect to observe or perform any of his obligation under the contract, it will be lawful for the NIGAM to forfeit either in whole or in part at his absolute discretion, the Security deposit furnished by the contractor.
- 7.4 No interest shall be payable on such deposits.
- 7.5 If the contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the NIGAM shall be entitled to make other arrangements at the risk and expenses of the contractor and the Earnest money deposited by the Contractor shall stand forfeited by the NIGAM.

8.0 (A) ASSIGNMENT AND SUB-LETTING OF CONTRACT:-

- 8.1 The Contractor may, after informing the engineer and getting his written approval assign or sublet the contract or any part thereof other than for raw materials, for minor details or any part of the plant for which makes are identified in the contract. Suppliers of the equipment not identified in the contract or any change in the identified supplier shall be subject to approval by the engineer. The experience list of the equipment vendors under consideration by the contractor for this contract shall be furnished to the engineer for approval prior to procurement of all such items/equipments. Such assignment / sub letting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of Engineer shall be void.

8.2 For components/equipments procured by the Contractors for the purposes of the Contract, after obtaining the written approval of the Client, the contractor's purchase specifications and enquiries shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plans called for from the vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the vendors quality control organisation, the relevant reference documents/ standards used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendor shall be discussed and finalised in consultation with the engineer and shall form a part of the work order / contract between the contractor and the vendor. Within 3 weeks of the release of the same work order / contracts for such bought out terms/ components a copy of the same without price details but together with detailed specifications, quality plans and delivery conditions shall be furnished to the engineer by the contractor.

8.0 (B) PROCUREMENT FROM MANUFACTURES – VENDORS:-

The Contractor shall be permitted to procure materials from the manufacturers who have following qualified requirements:

- The vendor or manufacturing unit shall have designed, manufactured and supplied such equipment at least for a period of three years on the day of bid opening.
- Such equipment shall be in successful operation for a period of at least two years on the day of bid opening.
- The manufacturing units shall have all facilities for conducting acceptance & routine tests of equipment / materials.
- The vendor must have supplied materials as per specifications laid down in the bid – documents of erstwhile RSEB/ NIGAMS and have arranged their type testing not before last three years,
- The sub - vendor approvals shall be obtained for supply of the equipment / materials from the Engineer well in advance.

9.0 PATENT RIGHTS AND ROYALTIES:-

Royalties and fees for patents covering materials, articles, apparatus, devices, equipments or process used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Client indemnified in that regard. The contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works, and, in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Client, the same shall be defended at the cost and expense of the contractor who shall also satisfy/comply and decree, order or award made against the Client. But it shall be understood that no such machine, plant, work material or thing has been used by the Client for any purpose or any manner other than that for which they have been supplied and installed by the contractor and specified under these specifications. Final payment to the contractor by the Client will not be made while any such suit or claim remains unsettled, in the event any apparatus or equipment, or any part thereof supplied by the contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the contractor shall, at his option and at his own expense either procure for the Client, the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so, it become non-infringing.

10.0 CONTRACT PRICE:-

- (a) The price of equipment including replacement, services etc. as mentioned in price bid with additions & deletions as may be agreed before signing of the contract for the entire scope of the work shall be treated as the contract price.
- (b) Prices agreed by the bidder and subsequently termed as contract price shall remain firm and no price variation shall be allowed.

11.0 CHANGE OF QUANTITY:-

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

12.0 DEDUCTION FROM CONTRACT PRICE:-

All costs, damages or expenses which the Client may have paid, for which under the contract the contractor is liable, will be claimed by the Client. All such claims shall be billed by the Client to the contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the Client may then deduct the amount, from any payment due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the Client of such claims.

13.0 CERTIFICATION OF COMPLETION OF WORKS:-

When the whole of the works have been substantially completed and have satisfactorily passed any final test that is prescribed in the contract, the contractor may give a notice to that effect to the Engineer/Engineer's representative accompanied by an undertaking to complete any outstanding work during the period of guarantee. Such notice and undertaking shall be in writing and shall be deemed to be a request by the contractor for the Engineer to issue a certificate of completion in respect of the works. The Engineer shall, within twenty one days of the date of delivery of such notice either issue to the contractor with a copy to the employer, a certificate of completion stating the date on which, in his opinion, the works were substantially completed in accordance with the contract or give instructions in writing to the contractor specifying all the works which, in the Engineer's opinion, requires to be done by the contractor before the issue of such certificate. The Engineer shall also notify the contractor of any defects in the works affecting substantial completion (within twenty one days of completion) to the satisfaction of the Engineer of the works and making good any defects so notified.

14.0 CERTIFICATION OF COMPLETION IN STAGES:-

- 14.1 Similarly, in accordance with the procedure set out in clause No. 13 above, the contractor may request and the Engineer shall issue a certificate of completion in respect of:
 - (a) any section of the permanent works in respect of which a separate time for completion is provided in the contract and
 - (b) any substantial part of the permanent works which has been both completed to the satisfaction of the Engineer and occupied or used by the Client.
- 14.2 If any part of the permanent works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract, the Engineer

may issue a certificate of completion of the whole of the works and, upon the issue of such certificate, the contractor shall be deemed to have undertaken to complete any outstanding work in that part of the works during the period of Maintenance.

- 14.3 Provided always that a certificate of completion given in respect of any section or part of the permanent works, before completion of the whole, shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such certificate shall expressly so state.

15.0 INSURANCE:-

- 15.1 The contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect his interest and interest of the Client against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Client. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of contract shall be of contractor alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the contractor shall be in a joint name of the Client and the contractor. The contractor shall, however, be authorised to deal directly with Insurance Company or companies and shall be responsible in regard to maintain of all insurance covers. Further the insurance should be in freely convertible currency.
- 15.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the contractor. The contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer to title shall not in any way relieve the contractor of the above responsibilities during the period of contract. The contractor shall provide the Client with copy of all insurance policies and documents taken out by him pursuant of the contract. Such copies of documents shall be submitted to the Client immediately after such insurance coverage. The contractor shall also inform the Client in writing at least sixty(60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc. as may be necessary well in time.
- 15.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks), workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks upto and including delivery of goods and other costs till the equipment is delivered at site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.
- 15.4 All costs on account of insurance liabilities covered under the contract will be on contractor's account and will be included in contract price. However, the Client may from time to time during the pendency of the contract, ask the contractor in writing to limit the insurance coverage, risks and in such a cases, the parties to the contract will agree for a mutual settlement, for reduction in contract price to the extent of reduced premium amount. The contractor, while arranging the insurance, shall ensure to obtain all discounts on premium which may be available for higher volume or for reasons of financing arrangement of the project.

15.5 The Clause entitled 'Insurance' under this section, covers the additional insurance requirements for the portion of the works to be performed at the site.

15.6 STORAGE CUM WORKS INSURANCE:

15.6.1 The contractor shall take necessary insurance against loss, damage, theft, pilferage, fire, accident and damages during transit from stores to site for all the materials/good either belonging to him or issued to him by the NIGAM for the purpose of execution of work. The insurance shall also cover for loss, damage, accidents occasioned by the contractor in the course of operation carried out by him for the purpose of complying with his contractual obligations thereof. The insurance shall cover the entire cost of materials, erection & commissioning portion on comprehensive basis till the handing over the system to the Client.

15.6.2 All the equipment and materials being supplied by the contractor shall be kept completely insured by the contractor at his own cost from the time of dispatch from the contractor's works, upto the completion of erection, final checking, testing and commissioning at site and taking over of the line by the Client.

15.6.4 Further all the equipment and materials being supplied by the Client shall be kept insured by the contractor against loss, damage, theft, pilferage, fire etc. for the complete period of storage, erection and commissioning upto the time of taking over by the Client.

15.6.5 It will be the responsibility of the contractor to lodge, pursue and settle all claims (for all the equipment and materials including Client's supplied items) with the insurance company in case of any damage, loss, theft, pilferage or fire and the Client shall be kept informed about it. The losses, if any, will have to be borne by the contractor if the claims are not lodged and pursued properly in time or if the same are not settled by the insurance company.

15.7 THIRD PARTY INSURANCE:

The contractor shall if and so far as the contract provides indemnify the NIGAM against all losses and claims in respect of injury or damage to property what- so- ever while these arise out of or in consequences of the execution of works and against all claims proceedings, damages, costs, charges, expenses what- so- ever in respect of or in relation thereto. Accordingly the contractor shall before commencement of execution of the works insure against his liability for material or physical damage, loss or injury which may occur to property including that of the NIGAM, or to any person including any employee of the NIGAM, by or arising out of the execution of the works in carrying out of the contract.

16.0 LIABILITY FOR ACCIDENTS AND DAMAGES:-

16.1 The contractor shall be responsible for loss, damage or depreciation of the plant until the same is taken over under clause No.45.0 or is deemed under that clause to have been taken over, provided always that the contractor shall not be responsible for any such loss, damage and depreciation occurring during such period that the plant is operated by the Client's staff prior to being taken over in accordance with clause No.45.0

16.2 Until the plant is taken over or is deemed to have been taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the Client in respect of all injury to person or damage to property resulting from the negligence of the Contractor or his workman or sub contractors or from defective design or work but not from any other cause.

16.3 Provided that the Contractor shall not be liable for any loss or profit or loss of Contract or any other claim made against the Client not already provided for in the contract, not for any injury or damage caused by or arising from the acts of the Client or of any other person or due to circumstances over which the contractor has no control, not shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.

16.4 The Contractor will indemnify and save harmless the Client against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the Client or his employees) suffered prior to the date when the plant shall have been taken over under clause No. 45.0 hereof by persons employed by the contractor or his sub-contractor 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.

16.5 The contractor 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 engineer or the Engineer's representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Engineer is indemnified under the policy, but the contractor shall require such sub-contractor to produce to the Engineer or the Engineer's representative, when required, such policy of insurance and the receipt for the payment of the current premium.

17.0 DELIVERY AND TIME FOR COMPLETION:-

17.1 The lines, equipments/ works included in this specification are required to be erected/completed/commissioned within the period specified in enclosed schedule. The bidders are advised to furnish the PERT chart indicating the delivery of individual items so as to commensurate with the erection and commissioning/completion of the work.

17.2 The purchaser reserves the right to defer the delivery/completion period as indicated in the purchase order. The period, during which the works have been so deferred, shall not be reckoned as delay in completion in term of clause "Delay in Completion".

18.0 DELAY IN COMPLETION:-

18.1 The time and the date of delivery/ completion period specified in the work order shall be deemed to be the essence of the contract and the works shall have to be completed not later than the period specified therein. If the contractor fail to complete the work on order or any part thereof within the specified completion period, the Client shall be entitled at his option:

- (a) To effect recovery for delay in completion of ordered works @ 1/2 % per week or part thereof subject to maximum of 10% of total contract value. The progress of completion of ordered works and corresponding delay shall be accounted for on cumulative basis. Accordingly the delay incurred in completion of stipulated work of a particular stage / phase shall be added to next stage / phase work if the same is also delayed and penalty at the rate specified above shall be leviable thereupon. However, in case of timely execution of specified quantum of work in next/ subsequent stage(s)/phase(s), the delay in previous stage(s)/phase(s) shall be nullified and penalty deducted shall be refunded.
- (b) To get completed from elsewhere without giving notice to the contractor on his account and risk, the work not executed without canceling the contract for the work not yet due for completion.
- (c) To cancel the contract or part thereof and if so desired, to get the work completed /executed at the risk and cost of contractor.

18.2 Any financial liability arising from and consequent upon the failure of the contractor to adhere to the stipulated completion schedule shall be to the contractor's account.

18.3 Adjustment in regard to the amount recoverable if any shall be made from the cash deposits or from the firm's dues or by operating the bank guarantee(s) as may be available with Nigam and/or in any other manner as may be deemed appropriate by the purchaser.

18.4 FORCE MAJEURE CONDITIONS:-

18.4.1 If at any time during the continuance of the contract the progress in whole or in part is 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 any acts of Gods (herein after referred to as events), then provided, a notice and adequate proof of production/ dispatch/ execution having suffered on account of these events, is given within 21 days from the day of occurrence thereof, the provisions of sub-para of this clause shall not be invoked by the Client, provided further that the execution under the contract shall be resumed, as soon as practicable after such event(s) has/ have ceased to exist and the decision of the Client as to whether execution so resumed or not, shall be final and conclusive, provided further that in case the strike/lockout prolongs beyond a period of 30 days the contractor shall immediately inform about it to the Client, in which case the Client reserves the right to procure the material /equipment/ get the work on order or part thereof executed from any other source at the risk and cost of the contractor.

18.4.2 Non availability/ scarcity/ non-allocation of raw material shall not constitute as a force majeure condition ' in any case and it will be sole responsibility of the contractor to arrange the raw material for timely execution of the order.

18.4.3 The delay in execution due to unforeseen and unavoidable reasons and the circumstances beyond the control of contractor/Client leading to delay in execution may also form force majeure conditions.

19.0 CONTRACTOR'S DEFAULT:-

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

19.2 In addition, such action by the Client as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 18.0 of this section.

19.3 The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

20.0 DELAYS BY CLIENT OR HIS AUTHORISED AGENT:-

In case the contractor's performance is delayed due to any act of omission on the part of the Client or his authorized agents, then the contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the Client has caused delay in the contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the CHIEF ENGINEER (COMML), JAIPUR VIDYUT VITRAN NIGAM LIMITED, VIDYUT BHAWAN, Jaipur-302005 shall be final.

21.0 TERMINATION OF CONTRACT ON CLIENT'S INITIATIVE:-

21.1 The Client reserves the right to terminate the contract either in part or in full due to reasons other than those mentioned under clause entitled contractor's default. The Client shall in such an event give fifteen days (*15 days*) notice in writing to the contractor of his decision to do so.

21.2 The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the Client, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the Client on maintenance protection and disposition of the work acquired under the contract by the Client.

21.3 In the event of such a termination the contract shall be cancelled without any liability on either side.

21.4 If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then unless the Client is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract the Client shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased contractor of the contract, The decision of the Client that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete, the Client shall not hold the estate of the deceased contractor and / or the surviving partners of the estate of the deceased contractor and /or the surviving partners of the contractor's firm liable to damages for not completing the contract.

22.0 CHANGE OF NAME OF THE BIDDER/CONTRACTOR:-

22.1 At any stage after Biding, the Client shall deal with the Contractor only in the name and at the address under which he has submitted Bid. All the liabilities/responsibilities for due execution of the Contract shall be that of the Contractor and in no circumstance, he shall be relieved of any obligations under the Contract. The Client may, however, at his discretion deal with the, Agents/ Representatives/ Distributors/ Manufacturers/ Associates/ Principals/ Sister concerns and such dealings shall not absolve the Contractor(s) from his responsibilities/ obligations/ liabilities to the Client under the contract.

22.2 Any change/Alteration of name / Constitution / Organization of the Contractor shall be duly notified to the Client and the Client reserves the right to determine the Contract, in case of any such Notification. In the event of such determination, the Client may effect the purchase of material not supplied from elsewhere at the risk and cost of the Bidder/Contractor.

23.0 CERTIFICATE NOT TO AFFECT RIGHT OF CLIENT AND LIABILITY OF CONTRACTOR:-

No interim payment certificate of the engineer nor any sum paid on account by the Client nor any extension of time for execution of the works granted by the engineer shall affect or prejudice the rights of the Client against the contractor or relieve the contractor of his obligations for the due performance of the contract, or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the Client to pay for alterations, amendments, variations or additional works not ordered, in writing by the engineer or discharge the liability of the contractor for the payment of which he is bound to indemnify the Client nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the contractor against the Client.

24.0 SETTLEMENT OF DISPUTES:-

- 24.1 All disputes, differences, questions whatsoever so arising between the Client & contractor upon or in relation to or in connection with contract shall be deemed to have arisen at Jaipur (Rajasthan) and no court other than court in Jaipur shall have jurisdiction to entertain the same.
- 24.2 The NIGAM has constituted settlement committee to settle the disputed cases. For the disputed amount up to Rs.3.0 Lac the case may be referred to the SE Circle settlement Forum and if the disputed amount is more than 3.0 Lac the case shall be referred to the corporate level settlement committee. The non refundable fees for referring the case to the settlement committee is as given below:
- i) Reference fee for Circle level settlement Forum - As per applicability at that time.
 - ii) Reference fee for corporate level settlement Forum - ---do---
 - iii) Fee for review of cases by corporate level settlement Forum - ---do-----
- 24.3 The settlement Forum fees as shown above shall be deposited in cash/demand draft /pay order with the Accounts Officer (Cash) JVVNL, Jaipur and shall furnish receipt thereof with a request for referring their disputes to the settlement committee for decision.

25 GRAFTS AND COMMISSIONS ETC.:-

Any graft, commission, gift 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 Client, shall be, in addition to any criminal liability which it may incur, subject of any loss or damage to the Client resulting from any cancellation. The Client shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

26 LANGUAGE AND MEASURES:-

All documents pertaining to the Contract including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the contract.

27 RELEASE OF INFORMATION

The contractor shall not communicate or use in advertising, publicity, sales, releases or in any other medium photographs or other reproduction of the works under this contract, or description of the site, dimension, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Client.

28 CONSTRUCTION OF THE CONTRACT:-

- 29.1 The contract shall in all respects be governed according to Indian Laws.
- 29.2 It is clearly understood that the total consideration for the contract(s) has been broken up into four components i.e. equipment portion, erection (replacement), CER benefit and Salvage value portion for the convenience of payment under the contract and for the measurement of deviations under the contract.

30.0 COMPLETION OF CONTRACT:-

Unless otherwise terminated under the provisions of any other relevant clauses, this contract shall be deemed to have been completed at the expiration of the guarantee period.

31.0 ENFORCEMENT OF TERMS:-

The failure of either party to enforce at any time any of the provisions of this contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have.

32.0 ENGINEER'S SUPERVISION AND DECISION:-

- 32.1 All the work shall be carried out under the direction and to the reasonable satisfaction of the Engineer. The contractor, shall be responsible for the correctness of the positions, levels and dimensions of the works according to the drawings notwithstanding that he may have assisted by the Engineer in setting out the same.
- 32.2 In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificate, the engineer shall, if required to do so by the contractor, give in writing a decision thereon.
- 32.3 If in the opinion of the contractor, a decision made by the engineer is not in accordance with the meaning and intent of the contract, the contractor may file with the engineer within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the aforesaid allotted time will be considered as acceptance of the engineer's decision and the decision shall be final and binding.
- 32.4 The engineer's decision and the filing of the written objection thereto shall be the right to request arbitration. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the engineer as passed shall be promptly adhered to.

33.0 COOPERATION WITH OTHER CONTRACTORS AND ENGINEERS:-

The contractor shall agree to cooperate with the Client's other contractor and engineers and freely exchange with them such technical information as is necessary to obtain the most efficient, innovative and economical design and to avoid unnecessary duplication of efforts. The engineer shall be provided with three copies of all correspondence addressed by the contractor to other sub-contractor (s) and engineers in respect of such exchange of technical information.

34.0 INSPECTION, TESTING AND TEST CERTIFICATES:-

34.1 INSPECTION & TESTING

- (a) The engineer and his duly authorized representative shall have at all reasonable times access to the Contractor's premises of works and shall have the power at all reasonable time to inspect drawing of any portion of the work to examine the material and workmanship of the plant during its manufacture there, and if part of the plant is being manufactured on other premises, the contractor shall obtain for

the Engineer and/or his duly authorized representative permission to inspect it as if the plant was manufactured in the Contractor's own premises.

- (b) The engineer shall, on giving seven days notice in writing to the contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject any drawings and all or any plant, or workmanship connected with such work which in his opinion are not in accordance with the contract or are in his opinion, defective for any reason whatsoever.
- (c) The contractor shall intimate atleast 15 days in advance through notice(s) about the readiness of material for dispatch commensurate with specific delivery schedule, so as to enable the Client to depute his representative for inspection, testing & checking of the material/equipment. For this purpose the date of receipt of the letter in the office of the work order placing authority shall be deemed as the date of call for inspection and not the date mentioned in the letter or the date of dispatch. In case material/equipment is not found ready by the representative of the Client deputed for inspection to the extent of the quantity indicated in the inspection call with tolerance of (-) 10% or if the inspection is not got carried out by any reason(s) attributed to the contractor an amount of Rs.1500/- only for the contractor's work located in the State of Rajasthan and an amount of Rs. 5,000/- for the contractor's works located outside the State of Rajasthan will become payable by the contractor on this account to the Accounts Officer (cash), JVVNL, Jaipur. Further, in cases where traveling by air is involved the inspection charges will be recovered on actual basis. The contractor will deposit the amount with the Accounts Officer (cash), JVVNL, Jaipur immediately under intimation to the work order placing authority, failing which the subsequent call for inspection shall not be entertained.
- (d) Packing:- The material/equipment shall be offered duly packed so as to enable the inspecting Officer to seal the inspected / cleared material for identification. The supplier/ contractor shall provide such packing of the goods as is required to prevent their damages or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation rough handling during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, salt and precipitation during transport and open storage. Packing case size and weights shall be taken into consideration where appropriate keeping in view, remoteness of the good's final destination and absence of heavy mechanized handling facilities at all points in transit as well as at the destination. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract or in any subsequent instructions imparted by the Client.
- (e) In all cases where the contract provides for tests, whether at the premises of works of the Contractor or of any Sub-contractor and test(s) at site, the contractor except where otherwise specified shall provide free of charge to the Client, such labour, materials, electricity. fuel, water, stores, apparatus and instruments as may reasonably be demanded to carry out efficiently such tests of the plant, in accordance with the contract and shall give facilities to the Engineer or his authorised representative to accomplish such testing.
- (f) The authorised representative of the Client shall have at all reasonable times access to the works and premises of the contractor and/or his associates, if any, and shall be free to inspect the works, examine & test the product(s) including raw materials used and the workmanship employed during/after manufacture.

- (l) The Client reserves the right to reject all or any part of the material being manufactured or awaiting dispatch, due to any defect or deviations from the standard specifications prescribed, as observed during the inspection. In case of any dispute/difference in this regard the decision of the Chief Engineer (Comm1) shall be final and binding.

The Client also reserves the right to get the material/equipment tested in any recognized Government Laboratory & claiming any compensation or rejecting the material/ equipment, if not found in accordance with the specification. All charges whatsoever consequent to such rejection and replacement/ rectification shall be borne by the contractor.

Cost of Tests: The cost of making any test shall be borne by the contractor, if such test is clearly intended by or provided for in the contract and, in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfil, is particularized in the contract in sufficient details to enable the contractor to price or allow for the same in his bid.

34.2 TEST CERTIFICATES:-

- (a) The contractor shall be required to furnish the routine/manufacturer(s) factory test certificate(s) for the tests carried out during manufacture in accordance with the relevant standard specifications.

35.0 COMMENCEMENT OF WORKS, PROGRAMME OF WORKS, TIME FOR COMPLETION ETC.:-

35.1 Programme Of Works

- (i) The contractor shall on award of the contract subject to provisions in the conditions of contract submit to the Engineer for approval, a programme showing the sequential order of procedure in which he proposes to carry out the works. The contractor shall whenever required by the Engineer/Engineer's representative also provide in writing for his information a general description of the arrangements and methods which the contractor proposes to adopt for the execution of the works.
- (ii) If at any time, it should appear to the engineer that the actual progress of works is not in consistency with the approved programme referred to in clause No.35.1 (i) above, the contractor shall produce at the request of the Engineer, a revised programme showing the modifications to the approved programme necessary to ensure completion of the works within the time for completion as defined in clause No.35.3 hereof.
- (iii) The submission to and approval by the Engineer/Engineer's representative of such programme(s) or furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

35.2 Commencement Time and Delays

The contractor shall commence the works on site within the period specified in clause No. 35.1(i) and after the receipt by him of a written order to this effect from the Engineer and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the contractor's control.

35.3 Time for Completion

Subject to any requirement in the contract as to the completion of any section of the works before completion of the entire work the whole of the works shall be completed, in accordance with clause No. 17.0 hereof within the time stated in the contract calculated from the last day of the period specified in clause No. 35.1(i) as that within which the works are to be commenced, or such extended time as may be allowed under clause No. 35.4 hereof.

35.4 Extension of Time for Completion

The amount of extra or additional work of any kind or any cause of delay referred to in these conditions or other special circumstances of any kind whatsoever which may occur, other than through a default attributable to the contractor, be such as fairly to entitle the contractor to an extension of time for the completion of the works, the engineer shall determine the period of such extension and shall notify the Client and contractor accordingly provided that the Engineer is not bound to take into account any extra or additional work and any extra financial liability whatsoever or other special circumstances unless the contractor has within twenty eight days after such work has commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the Engineer's representative full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

35.5 Rate of Progress

If for any reason, which does not entitle the contractor to an extension of time, the rate of progress of the works or any section is at any time in the opinion of the Engineer, too slow to ensure completion by the prescribed time or extended time for completion, the Engineer shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the Engineer may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to take additional payment for taking such steps. If, as a result of any notice given by the Engineer under this clause, the contractor shall seek the Engineer's permission to do any work on Sundays or other holidays or other locally recognised days of rest.

35.6 Disruption of Progress

- (i) The contractor shall give written notice to the Engineer whenever planning or progress of the works is likely to be delayed or disrupted, unless any further drawing or order including a direction, instruction or approval is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.
- (ii) If, by reason of any failure or inability of the Engineer to issue within a reasonable time in all the circumstances any drawing or order requested for by the contractor in accordance with clause No. 35.7(i) above, the delay suffered by the contractor shall be taken into account in determining any extension of time to which the contractor is entitled under clause No. 35.4.

35.7 Suspension of Work

- (i) The contractor shall on the written order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work, so far it is necessary in the opinion of the Engineer. The extra cost incurred by the contractor in giving effect to the Engineer's instructions under this clause shall be borne and paid by the Client, unless such suspension is:
 - (a) other-wise not provided for in the contract.;
 - (b) necessary by reason of some default on the part of the contractor or.
 - (c) necessary by reason of climatic conditions on the site or.
 - (d) necessary for the proper execution of the works or for the safety of works or any part thereof in so far as such necessity does not arise from any act or default by the Engineer/Engineer's representative or from any of the expected risks defined in clause No. 16(insurance) thereof.
- ii) Provided that the contractor shall not be entitled to recover any such extra cost unless he gives written notice of his intention to claim to the Engineer within thirty days of the Engineer's order. The Engineer shall settle and determine such extension of time under clause No. 35.4 above to be made to the contractor in respect of such claim as shall in the opinion of the Engineer be fair and reasonable.

36.0 POWER TO VARY OR OMIT WORK:-

- 36.1 No alterations, amendments, omissions, suspensions or variations of the work (hereinafter referred to as variation) under the contract as detailed in the contract documents, shall be made by the contractor except as directed in writing by the engineer but the engineer shall have the full powers subject to the provision hereinafter contained from time to time during the execution of the contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract. The contractor shall carry out such variation and be bound by the same conditions as far as applicable as through the said variation occurred in the contract documents. If any suggested variations would, in the opinion of the contractor if carried out, prevent him from fulfilling any of his obligations or guarantee under the contract, he shall notify the engineer thereof in writing and the engineer shall decide forthwith, whether or not the same shall be carried out and if the engineer confirms his instructions, contractor's obligations and guarantee shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.
- 36.2 In the event of the engineer requiring any variations, such reasonable and proper notice shall be given to the contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done require to be altered, a reasonable and agreed sum in respect thereof shall be paid to the contractor.
- 36.3 In any case in which the contractor has received instructions from the engineer as to the requirements of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the contractor involve a claim for additional payments the contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the engineer to that effect, but the engineer shall not become liable for the payment of any charges in respect of

any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the engineer.

- 36.4 If any variation in the works results in reduction of contract price the parties shall agree, in writing for the same, before contractor proceeds further.
- 36.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the engineer shall prevail.
- 36.6. Notwithstanding anything stated above in this clause, the engineer shall have the full power to instruct the contractor in writing during the execution of the contract to vary to quantities of the items or groups of items. The contractor shall carry out such variations and be bound by the same conditions, and the said variations occurred in the contract documents. However the contract price shall be adjusted at the rates and the price provided for the original quantities in the contract.

37.1 GUARANTEE:-

The contractor shall guarantee amongst other things, the following:

- (i) Quality and strength of the material(s) used together with the workmanship and finish corresponding to the most modern practice(s).
- (ii) Safe electrical and mechanical stresses on all parts of the equipment under all specified conditions of operation.
- (iii) Performance figures in respect of the guaranteed technical particulars as finally agreed upon.
- (iv) Satisfactory performance of materials/Equipment during the Guarantee period.

37.2 MODE OF GUARANTEE:-

In order to ensure compliance of the provisions contained in clause No. 37.1 above, the contractor shall be required to furnish the following.:

- (a) The performance guarantee shall cover additionally the following guarantee to the Client:
 - (i) The successful bidder guarantees the successful and satisfactory operation of the equipment supplied and erected under the contract, as per the specifications and documents.

The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Client fully remedy, free of expenses to the Client, such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Conditions of Contract.

- (b) The performance guarantee is intended to secure the performance of the entire contract.

38.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS:-

38.1 If during the progress of the works the engineers finds decides and inform in writing to the contractor, that the contractor has manufactured any equipment or part of the equipment unsound or imperfect or has supplied any equipment inferior than the quality specified, the contractor on receiving details of such defects or deficiencies shall at his own expense within seven(7) days of his receiving the notice, otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh, equipment up to the standards of the specifications. In case the contractor fails to do so, the engineer may on giving the contractor seven (7) days notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and, at the cost of the contractor, perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the Client of invoking any rights under the contract which the Client may otherwise have in respect of such defects and deficiencies.

38.2 The contractor's full and extreme liability under this clause shall be satisfied by the payments to the Client of the extra cost, of such replacement procured, including erection, as provided for in the contract, such extra cost being the ascertained difference between the price paid by the Client for such replacement and the contract-price portion for such defective Equipment and repayments of any sum paid by the Client to the contractor in respect of such defective Equipment. The contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the Client under the contract for such defective Equipment.

39.0 DEFENCE OF SUITS:-

If any action in court is brought against the Client or engineer or an office or agent of the Client. for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contractor for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives or his subcontractors, workmen, contractors or employees, the contractor shall in all such cases indemnify and keep the Client, and the engineer and/ or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

40.0 LIMITATION OF LIABILITIES:-

The final payment by the Client in pursuance of the contract shall mean, the release of the contractor from all his liabilities under the contract. Such final payment shall be made only at the end of the guarantee period as detailed in clause "37" above and till such time as the contractual liabilities and responsibilities of the contractor, shall prevail. All other payments made under the contract shall be treated as on-account payments.

41.0 TESTS ON COMPLETION:-:-

Where possible all tests shall be carried out before shipment./dispatch Should, however, it become necessary for the final tests as to performance and guarantees to be held over until the plant is erected at site they shall be carried out in the presence of the contractor's representative within such time as may be considered reasonable by the Client. On the completion of erection, should field tests indicate the equipment fails to meet guarantees, the contractor shall make necessary changes and corrections and assure full responsibility and

take necessary steps to ensure compliance by the equipment of the prescribed guarantees within two (2) months from the date of notification or within such reasonable time as may be decided by the Client. If however the defect is due to the Contractor, he shall repay to the Client all reasonable expenses which he may be put to by such re-tests over and above the rejection of defective plant.

42.0 TAXES, PERMITS AND LICENCES:-

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

43.0 PROGRESS REPORTS AND PHOTOGRAPHS

During the various stages of the works in the pursuance of the contract, the contractor shall at his own cost submit periodic progress reports as may be reasonably required by the engineer with such materials as charts, net-works, photographs, test certificates, etc. such progress reports shall be in the form and size as may be required by the engineer and shall be submitted in at least three (3) copies.

44 CORRECTIONS:-

44.1 The Engineer may by any Interim payment certificate make any corrections or modifications in any previous certificate (other than the one purporting to be a final payment certificate) which shall have been issued by him and shall have power to modify or withhold any interim payment certificate if the works or any part thereof are not being carried out to his satisfaction.

44.2 FINAL ACCOUNT:-

44.2.1 Within 3(three) months after the date of completion of works, the contractor shall submit a draft statement of final account and supporting document to the Engineer/Engineer's representative showing therein in details, the value of works done in accordance with the contract, (herein after called "Contractor's Draft Final Account").

44.2.2 Within 3(three) months after receipt of the Contractor's Draft Final Account and of all information reasonably required for its verification, the Engineer/Engineer's representative shall determine the value of all matters to which the contractor is entitled to under the contract. The Engineer/Engineer's representatives shall then issue to the contractor a statement showing the final amount to which the contractor is entitled to under the contract. The contractor shall sign the engineer's statement of final account as an acknowledgement of full and final value of work performed under the contract and shall promptly submit a signed copy of the same to the engineer/ engineer's representatives.

44.2.3 (a) On receipt of the final account the Engineer/Engineer's representative shall promptly prepare and issue to the Accounts Officer (cash),JVVNL, Jaipur and the contractor a final payment certificate, certifying any further amount due to the contractor in respect of the contract.

(b) After issue of the certificate(s) by the engineer, the contractor shall prepare bills in triplicate and furnish the same to the Accounts officer (cash),JVVNL, Jaipur for release of payment with a copy to purchaser.

45.0 HANDING OVER/ TAKING OVER:-

- 45.1 Where the specification calls for performance tests before commissioning and these have been successfully carried out, the work shall be accepted and taken-over when it has been satisfactorily put into operation on. The Taking over certificate shall be issued by concerned Assistant Engineer and certificate issued should be counter signed by Executive Engineer after due checking.
- 45.2 In the event of final or any outstanding tests being held over until the work is erected, such Taking -over Certificate shall be issued subject to the results of such final or outstanding tests to be carried out. in accordance with clause No.41.0 “Tests on completion”.
- 45.3 If for any reason, other than the default of contractor, such last mentioned tests on site shall not be carried out within one(1) month of notice by the Contractor to the Client of work being ready for test, the work shall be deemed to have been taken over as on the last day of such period and payments due to the contractor on taking-over shall be made, but never-the-less, the Contractor shall if called upon to do so by the Client, but at the Client's expenses, make the said tests during the maintenance period.
- 45.4 The Engineer shall not delay the issue of taking-over certificate contemplated by this clause on account of minor deficiencies of material or defects in the work which do not materially effect the commercial safety and efficient use thereof provided that the contractor shall undertake to make good the same in due course.
- 45.5 Such certificates however shall be deemed to be on account and shall in no way release the contractor from his liabilities and responsibilities in respect of such work including the satisfactory performance of the Tests on completion.
- 45.6 The contractor shall hand over the complete documents related to drawing, design, erection and maintenance etc. in three(3) sets at the time of handing over the work to the Engineer for reference and records.

46.0 BANKRUPTCY:-

If the contractor shall die or dissolve or commit any act of bankruptcy or being a Corporation commence to be wound up except for reconstruction purpose of carry on its business under a receiver, the executors, successors or other representative in law of the state of the Contractor or any such receiver, liquidator, or any person in whom the Contract may become vested, shall forthwith give notice thereof in writing to the Client and shall for one (1) month during which he shall take all reasonable steps responsible to prevent stoppage of the works, have the option of carrying out the contract subject to his or their providing such guarantee, as may be required by the Client but not exceeding the value of the work for the time being remaining as un-executed, provided however, that nothing above said shall be deemed to relieve the contractor or his successors of his or their obligations under the contract under any circumstances. In the event of stoppage of the works, the period of the option under this clause shall be fourteen (14)days only. Provided that, should the above option not be exercised, the Contract may be determined by the Client by notice in writing to the Contractor and it shall be lawful for the Client to take the work full or in part out of the contractor's hands and re-contract at reasonable

prices with any other persons and the Client shall be entitled to retain and supply any balance which may be otherwise due on the Contract by him to the Contractor, or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

47 FURTHER CORRESPONDENCE:-

All correspondence pertaining to the work order in respect of any clarification required on the terms and conditions, dispatch instructions, Contract drawings, test certificates, etc. Should be addressed to Executive Engineer (O&M), JAIPUR VIDHYUT VITRAN NIGAM LIMITED, CHOMU.

48.0 ACCEPTANCE OF THE ORDER:-

The acceptance of order shall be conveyed to the CHIEF ENGINEER (COMML), JAIPUR VIDHYUT VITRAN NIGAM LIMITED, Jaipur, within ten days of the receipt of order failing which it will be presumed that the terms and conditions incorporated in the order are acceptable to the contractor.

**JAIPUR VIDYUT VITRAN NIGAM LTD.
AGREEMENT**

(On non-judicial stamp paper worth Rs.100/- of Govt. of Rajasthan)

This indenture made at _____ on _____ this _____ day of the Month of _____ of the year _____ between the Chairman & Managing Director, Jaipur Vidyut Vitran Nigam Ltd. (hereinafter referred to as the Client) which expression unless the context does not permit includes successors and assigns) of the one part and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Contractor's obligations under this Contract, namely, _____ and _____ (hereinafter called the " Contractor") which expression unless the context does not permit includes their respective heirs, executors, administrators, legal representatives, permitted assigns) of the second part, witness the as follows:-

(1) The contractor, does by these presents agree to supply and execute/complete the assignment of as per scope of work of work order no, _____ to the Client and the Client does agree to purchase and execute/complete the assignment from the Contractor, the material/equipment and erection work as specified in the work order No. _____ dated _____ and amendment letter No. _____ dated _____ appended and on the terms & conditions constrained in the said order and amendment letter. The General terms and conditions of the contract appended hereto are considered a part of this agreement.

(2) The Contractor has deposited Rs. _____ (In words Rs. _____)

*(a) In cash, or

*(b) by furnishing a Demand Draft No. _____ dated _____ drawn in favour of _____ or

*(c) by furnishing a Bank Guarantee equivalent to _____% of the Contract value, towards security deposit with the Client for the performance of this agreement by the Contractor. The security deposit Receipt duly endorsed in favour of the Client should be lodged to his safe custody.

(* delete which is not applicable)

(3) The contractor is also bound to fulfill all the conditions mentioned in the above work order.

(4) The work to be executed under this agreement shall be as per terms and conditions mentioned in the above work order.

(5) In case of dispute as to whether any materials supplied are or are not in accordance with specifications set forth in the schedule, the decision of the CHIEF ENGINEER (COMML), JVVNL shall be final and binding on both the parties.

(6) The commencement of work shall be effected and completed as per clause No. _____ of the work order from the date of this Work Order and amendment letter No. _____ dt. _____.

(7) Payment of the work executed under this agreement shall as under :

As per clause No. _____ of the Work Order and amendment letter No. _____
dt _____ to the work order.

(8) If the Contractor fails wholly or in part to fulfill this agreement, the Client shall be entitled at his discretion to retain the whole or any part of the deposit made by the Contractor under clause (2) and if the loss suffered by the Client exceeds the amount of said deposit, he will be entitled to recover the said loss from the Contractor.

(9) If any sum remains due or becomes recoverable from the Contractor on account of the non-fulfillment of this agreement or on account of any other reason, the Contractor shall pay the same immediately on demand, the Client shall be entitled to recover the same from the Contractor as arrears of Land Revenue.

(10) In witness of the due execution of this agreement the parties have hereunder set their hands the day and the year first above written.

Signed and delivered by

In case of Limited/Partnership Shri _____ (1)Signature _____
Companies & Firms Designation _____ (2)Signature _____

For and on behalf of _____ (1) Signature _____
In presence of witnesses _____ (2) Signature _____

Signed and delivered by
In case of individuals Shri _____ (1) Signature _____

Signed and delivered by
In case of Individuals Shri _____ (1) Signature _____

In the presence of witness:
(1) Shri _____ Designation _____ (1) Signature _____
(2) Shri _____ Designation _____ (2) Signature _____

Signed and delivered by the _____ JVVNL

by order and on behalf of the CMD of the Nigam. Jaipur Vidyut Vitran Nigam Ltd.
(Seal to be affixed)

ERECTION CONDITIONS OF CONTRACT

(ECC)

CONTENTS

CLAUSE NO.	DESCRIPTION
1.0	GENERAL
2.0	REGULATION OF LOCAL AUTHORITIES AND STATUS
3.0	CLIENT'S LIEN ON EQUIPMENT
4.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES
5.0	ACCESS TO SITE AND WORKS ON SITE
6.0	CONTRACTOR'S SITE OFFICE ESTABLISHMENT
7.0	CONTRACTOR'S REPRESENTATIVE AND WORKMEN
8.0	DISCIPLINE OF WORKMEN
9.0	CONTRACTOR'S FIELD OPERATION
10.0	CHECKING OF INSPECTED MATERIAL BEFORE USE
11.0	MAN-POWER REPORT
12.0	PROTECTION OF WORK
13.0	EMPLOYMENT OF LABOUR
14.0	FACILITIES TO BE PROVIDED BY THE CONTRACTOR
15.0	LINES AND GRADES
16.0	FIRE PROTECTION
17.0	SECURITY
18.0	CONTRACTOR'S AREA LIMITS
19.0	PROTECTION OF MONUMENTS AND REFERENCE POINTS
20.0	MATERIALS HANDLING AND STORAGE
21.0	CONSTRUCTION MANAGEMENT
22.0	FIELD OFFICE RECORDS
23.0	CONTRACTOR'S MATERIALS BROUGHT TO SITE
24.0	PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY
25.0	INSURANCE
26.0	UNFAVOURABLE WORKING CONDITIONS
27.0	WORK AND SAFETY REGULATIONS
28.0	EXAMINATION OF WORK BEFORE COVERING UP
29.0	REMOVAL OF IMPROPER WORK AND MATERIAL
30.0	SETTING OUT OF WORK
31.0	MINOR ACCESSORIES FOR COMPLETION OF WORKS

ERECTION CONDITIONS OF CONTRACT (ECC)

1.0 GENERAL:-

1.1 The following shall supplement the conditions already contained in the other parts of their Specification and documents and shall govern the portion of the work of this Contract to be performed at Site.

1.2 The Contractor upon signing of the Contract shall, in addition to a Project Coordinator, nominate another responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and co-ordination of the works to be performed at Site. Such person shall function from the Site Office of the Contractor during the pendency of Contract.

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES:-

2.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor.

2.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. However, any registration, statutory inspection fees lawfully payable under any statutory laws and its amendments from time to time during erection in respect of the equipment ultimately to be owned by the Client, shall be to the account of the Client. Should any such inspection or registration need to be rearranged due to the fault of the Contractor or his Subcontractor, the additional fees to such inspection and/or registration shall be borne by the Contractor.

3.0 CLIENT'S LIEN ON EQUIPMENT:-

The Client shall have lien on all equipments including those of the Contractor brought to the Site for the purpose of erection, testing and commissioning of the equipment to be supplied & erected under the Contract. The Client shall continue to hold the lien on all such equipment throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-Contractors without the prior written approval of the Engineer.

4.0 INSPECTION, TESTING AND INSPECTION CERTIFICATES:-

The provisions of the clause entitled Inspection, Testing and Inspection Certificates under General Technical Conditions and Specifications shall also be applicable to the erection portion of the Works. The Engineer in Charge (Nodal Officer) shall have the right to re-inspect any equipment though previously inspected and approved by Client's representative at the Contractor's works, before and after the same are erected at Site. If by the above inspection, the Engineer in Charge (Nodal Officer) rejects any

equipment, the Contractor shall make good for such rejections either by replacement or modification / repairs as may be necessary to the satisfaction of the Engineer in Charge (Nodal Officer). Such replacements will also include the replacements or re-execution of such of those works of other Contractors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's work.

5.0 ACCESS TO SITE AND WORKS ON SITE:-

5.1 Suitable access to the Site shall be afforded to the Contractor by the Client in reasonable time.

5.2 In the execution of the works, no person other than the Contractor or his duly appointed representative, Sub-Contractor and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer in Charge (Nodal Officer) or his representative.

6.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT:-

The Contractor shall establish a Site Office at the Sites and keep posted an authorised representative for the purpose of the Contract. Any written order or instruction of the Engineer in Charge (Nodal Officer) or his duly authorised representative shall be communicated to the said authorised resident representative of the Contractor and the same shall be deemed to have been communicated to the Contractor at his legal address.

7.0 CONTRACTOR'S REPRESENTATIVE AND WORKMAN:-

If supervision of erection or complete erection be included then the contractor shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer by the contractor to superintend the erection of the plant and carrying out of the works. The said representative or if more than one shall be employed then one of such representative shall be present on the site during working hours and any written orders or instructions which the Engineer or his duly authorised representative (whose name shall have been previously communicated in writing to the contractor) may give to the said representative of the contractor shall be deemed to have been given to the contractor, and the contractor shall remove the person so objected to, upon receipt from the Engineer a notice in writing requiring him to do so, and shall provide in his place a competent representative at the contractor's expenses.

8.0 DISCIPLINE OF WORKMEN:-

The Contractor shall adhere to the disciplinary procedure set by the Engineer in Charge (Nodal Officer) in respect of his employees and workmen at Site. The Engineer in Charge (Nodal Officer) shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer in Charge (Nodal Officer) such employee has mis-conducted himself or is incompetent or negligent or otherwise undesirable and then the

Contractor shall remove such a person objected to and provide in his place a competent replacement.

9.0 CONTRACTOR'S FIELD OPERATION:-

9.1 The Contractor shall keep the Engineer in Charge (Nodal Officer) informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Engineer in Charge (Nodal Officer) shall not relieve the Contractor of any of responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer in Charge (Nodal Officer) or the Client or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

9.2 The Contractor shall have the complete responsibility for the conditions of the Work-Site including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours. The construction review by the Engineer in Charge (Nodal Officer) is not intended to include review of Contractor's safety measures in, or of near the Work-Site, and their adequacy or otherwise.

10.0 CHECKING OF INSPECTED MATERIAL BEFORE USE:-

Before use of inspected equipments/ material for erection/commissioning, the contractor shall get verified the intactness of seals identification of the material inspected or cleared for dispatch by our inspecting officer from our Engineer incharge as per inspection report of our inspecting officers. A certificate to this effect and authorizing contractor to use the material ,shall be issued by the Engineer Incharge .Further, the material /equipments, authorized to be used without inspection in special circumstances shall also to be got checked & verified by the Engineer Incharge and a certificate issued from him authorizing the contractor to use the same.

11.0 MAN-POWER REPORT:-

11.1 The Contractor shall submit to the Engineer, on the first day of every month, a man-hour schedule for the month, detailing the man-hours scheduled for the month, skill-wise and area-wise.

11.2 The Contractor shall also submit to the Engineer, on the first day of every month, a man power report of the previous month detailing the number of persons scheduled to have been employed and actually employed, skill-wise and the areas of employment of such labour.

12.0 PROTECTION OF WORK:-

The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Client or the Engineer in Charge (Nodal Officer) for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings. Should any such damage to the Contractor's Works occur because of other party not being under his supervision or control, the Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractor's Works the same shall be resolved as per the provisions of the GCC Clause entitled "Cooperation with other Contractors". The Contractor shall not cause any delay in the repair of such damaged Works because of any delay in the resolution of such disputes. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

13.0 **EMPLOYMENT OF LABOUR:-**

13.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness. No person below the age of eighteen years and above the age of 60 years shall be employed.

13.2 All traveling expenses including provisions of all necessary transport to and from Site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.

13.3 The hours of work on the Site shall be decided by the Client and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day - Monday to Saturday.

13.4 The Contractor's employees shall wear identification badges while on work at Site.

13.5 In case the Client becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, the Client may make such payments and shall recover the same from the Contractor's Bills.

13.6 **EMPLOYEES PROVIDENT FUNDS:-**

The contractor shall have to submit a certificate every month that he is an establishment covered under the Employees Provident Fund and Miscellaneous provisions Act, 1952 and is having a separate code number with the provident fund commissioner and also that the provident fund contribution in respect of all the employees employed by him alongwith employer's share of contribution etc. is being deposited with the provident fund authorities and shall also submit certified photo copies of the challans of deposits. In absence of above, the contractor shall be liable to deposit employees, as well as, Employer's

contribution and other charges in respect of all the employees engaged by him for the said work with JVVNL alongwith details of the employees, their wages and the amount of contribution as per JVVNL CPF Rules every month. In case of failure, JVVNL shall be entitled to deduct 16% of the amount from his bills.

14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR:-

14.1 Tools, tackles and scaffoldings

The Contractor shall provide all the construction equipments, tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipments covered under the Contract. He shall submit a list of all such materials to the Engineer in Charge (Nodal Officer) before the commencement of pre-assembly at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer.

14.2 First-Aid

The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personnel shall be trained in administering first-aid.

14.3 Cleanliness

The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the Engineer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

15.0 LINES AND GRADES:-

All the Works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and lay-out the Works. Basic horizontal and vertical control points will be established and got verified by the Engineer in Charge (Nodal Officer) at Site at suitable points. These points shall be used as datum for the works under the Contractor. The Contractor shall inform the Engineer in Charge (Nodal Officer) well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer in Charge (Nodal Officer) to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Engineer in Charge (Nodal Officer) at Contractor's expense.

16.0 FIRE PROTECTION:-

- 16.1 The work procedures that are to be used during the erection shall be those which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or flammable materials shall be stored away from the construction equipment and materials storage areas in safe containers. Untreated canvas, paper, plastic or other flammable flexible materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the Site, the same shall be removed and replaced with acceptable material before moving into the construction or storage area.
- 16.2 Similarly corrugated paper fabricated cartons etc. will not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be of waterproof and flame resistant type. All the other materials such as working drawings, plans etc. which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.
- 16.3 All the Contractor's supervisory personnel and sufficient number of workers shall be trained for fire-fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract.
- 16.4 The Contractor shall provide enough fire protection equipment of the types and number for the warehouses, office, temporary structures, labour colony area etc. Access to such fire protection equipment, shall be easy and kept open at all time.

17.0 SECURITY:-

The Contractor shall have total responsibility for all equipment and materials in his custody stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project Site only with the written permission of the Engineer in Charge (Nodal Officer) in the prescribed manner.

18.0 CONTRACTOR'S AREA LIMITS:-

The Engineer in Charge (Nodal Officer) will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case of such a need for the Contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the Engineer.

19.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS:-

The Contractor shall ensure that any finds such as relic, antiques, coins, fossils, etc. which he may come across during the course of performance of his Works

either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly the Contractor shall ensure that the bench marks, reference points, etc., which are marked either with the help of Engineer in Charge (Nodal Officer) shall not be disturbed in any way during the performance of his Works. If, any work is to be performed which disturb such reference, the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

20.0 MATERIALS HANDLING AND STORAGE:-

- 20.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.
- 20.2 Contractor shall be responsible for examining all the shipment and notify the Engineer in Charge (Nodal Officer) immediately of any damage, shortage, discrepancy, etc. for the purpose of Engineer's information only. The Contractor shall submit to the Engineer in Charge (Nodal Officer) every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damage in transit, handling and/or in storage and erection of the equipment at Site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc. shall be to the account of the Contractor.
- 20.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Engineer-in-Charge.
- 20.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.
- 20.5 All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are erected and energized. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected.
- 20.6 All the electrical equipment such as motors, generators etc. shall be tested for insulation resistance at least once in three months from the date of receipt, till the date of commissioning and a record of such measured insulation values maintained by the Contractor. Such records shall be open for inspection by the Engineer.

- 20.7 The Contractor shall ensure that all the packing materials and protection devices used for the various equipments during transit and storage are removed before the equipment are erected.
- 20.8 The consumables and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality during storage.
- 20.9 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flameproof covering materials wherever applicable.
- 20.10 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer in Charge (Nodal Officer) will have the right to get it moved to the area earmarked for the Contractor, at the Contractor's cost.
- 20.11 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipments such as motors, control gear, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas which the Contractor shall strictly comply with.

21.0 CONSTRUCTION MANAGEMENT:-

- 21.1 The field activities of the various contractors executing different contracts for the project will be coordinated by the Engineer in Charge (Nodal Officer) and his decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and tradesmen of the Client regarding scheduling and coordination of work. Such decision by the Engineer in Charge (Nodal Officer) shall not be a cause for extra compensation or extension of time for the Contractor.
- 21.2 The Engineer in Charge (Nodal Officer) shall hold weekly meetings of all the Contractors working at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the Engineer in Charge (Nodal Officer) shall be strictly adhered to in performing his Works. In addition to the above weekly meeting, the Engineer in Charge (Nodal Officer) may call for other meeting either with individual contractors or with selected number of contractors and in such a case the Contractor if called, will also attend such meetings.
- 21.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contract is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

21.4 The Engineer in Charge (Nodal Officer) shall however not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors as set out earlier.

22.0 FIELD OFFICE RECORDS:-

The Contractor shall maintain at his Site Office up-to-date copies of all drawings, Specification and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, Specification, supplementary data, etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other Engineering data to indicate as erection conditions of the equipment furnished and erected under the Contract. Such drawings and engineering data shall be submitted to the Engineer in Charge (Nodal Officer) in required number of copies.

23.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE:-

23.1 The Contractor shall bring to Site all equipments, components, parts, materials, including construction equipments, tools and tackles for the purpose of the Works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Client, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

23.2 The Client shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Client shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the process in or towards the satisfaction of such sum or sums due as aforesaid.

23.3 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer in Charge (Nodal Officer) the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Engineer in Charge (Nodal Officer) to do so then the Engineer in Charge (Nodal Officer) shall have the liberty to dispose off such materials as detailed under Clause 23.2 above and credit the proceeds thereto to the account of the Contractor.

24.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY:-

24.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Client and the employees of other Contractors and Sub-contractors and all public and private property including structures, building, other plants and equipments and utilities either above or below the ground.

24.2 The Contractor will ensure provision of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The Contractor shall be responsible to give reasonable notice to the Engineer in Charge (Nodal Officer) and the Clients of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such Clients, related to removal and/or replacement or protection of such property and utilities.

25.0 INSURANCE:-

In addition to the conditions covered under the Clause entitled "Insurance" in General Terms and Conditions of Contract of this document, the following provisions will also apply to the portion of works to be done beyond the Contractor's own or his Sub-contractor's manufacturing Works.

25.1 Workmen's Compensation Insurance:-

This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor's employees, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

Workmen's Compensation : As per statutory provisions

Employee's liability : As per statutory provisions

25.2 Comprehensive Automobile Insurance:-

This insurance shall be in such a form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Client's men and damage to the property of others arising from the use of motor vehicles during on or off the Site operations, irrespective of the Clientship of such vehicles.

25.3 Comprehensive General Liability Insurance:-

25.3.1 The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the Clause entitled Defence of Suits under General Terms and Conditions of Contract.

25.3.2 The hazards to be covered pertain to all the Works and areas where the Contractor, his Sub-contractors, his agents and his employees have to perform work pursuant to the Contract.

25.3.3 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

26.0 UNFAVOURABLE WORKING CONDITIONS:-

The Contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms, etc. and during other unfavourable construction conditions. No field activities shall be performed by the Contractor under conditions which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer. Such unfavourable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule.

27.0 WORK & SAFETY REGULATIONS:-

27.1 The Contractor shall ensure proper safety of all the workmen, materials plant and equipments belonging to him or to Client or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer in Charge (Nodal Officer) as he may deem necessary.

27.2 The Contractor will notify well in advance to the Engineer in Charge (Nodal Officer) of his intention to bring to the Site any Container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Engineer in Charge (Nodal Officer) shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer in Charge (Nodal Officer) shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by the Client and the Client shall not entertain any claim of the Contractor towards additional safety provisions/conditions to be provided for/ constructed as per the Engineer's instructions.

Further, any such decision of the Engineer in Charge (Nodal Officer) shall not, in any way, absolve the Contractor of his responsibilities and in case, use of such a container or entry thereof in to the Site area is forbidden by the Engineer, the Contractor shall use alternative methods with the approval of the Engineer in Charge (Nodal Officer) without any cost implication to Client or extension of work schedule.

- 27.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act-1934, Explosives Act-1948, and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.
- 27.4 All equipment used in construction and erection by the Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation Manual and safety instructions and as per Guidelines/Rules of JVVNL in this regard.
- 27.5 Periodical Examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act-1948, Indian Electricity Act-2003 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by Engineer in Charge (Nodal Officer) or by the person authorised by him.
- 27.6 The Contractor shall be fully responsible for the safe storage of his and his sub-contractor's radio-active sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material shall be taken care by Contractor.
- 27.7 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by Engineer in Charge (Nodal Officer) who will also have right to examine these safety equipments to determine their suitability, reliability, acceptability and adaptability.
- 27.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practices/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosives.
- 27.9 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.
- 27.10 The Contractor shall not interfere or disturb electricity fuses, wiring and other electrical equipment belonging to the Client or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by Engineer in Charge (Nodal Officer) or his authorised representative to handle such electrical equipment.

- 27.11 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Client, he shall:
- a) Satisfy the Engineer in Charge (Nodal Officer) that the appliance is in good working condition.
 - b) Inform the Engineer in Charge (Nodal Officer) of the maximum current rating, voltage and phases of the appliances.
 - c) Obtain permission of the Engineer in Charge (Nodal Officer) detailing the sockets to which the appliances may be connected.
- 27.12 The Engineer in Charge (Nodal Officer) will not grant permission to connect electric load until he is satisfied that;
- a) The appliance is in good condition and is fitted with suitable plug.
 - b) The appliance is fitted with a suitable cable having two earth conductors one of which shall be an earthed metal sheath surrounding the cores.
- 27.13 No electric cable in use by the Contractor/Client will be disturbed with out prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 27.14 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer in Charge (Nodal Officer) and a permit to work shall be issued by the Engineer in Charge (Nodal Officer) or his authorised representative before any repair work is carried out by the Contractor. While working on electric lines/equipments whether live or dead, suitable type and sufficient quality of tools will have to be provided by Contractor to electricians/workmen/officers.
- 27.15 The Contractors shall employ necessary number of qualified, full time Electricians/Electrical Supervisors to maintain his temporary electrical installations / erections site.
- 27.16 The Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ atleast one full time officer exclusively as Safety Officer to supervise safety aspects of the equipments and workmen, who will coordinate with the Project Safety Officer. In case of work being carried out through Sub-contractors, the Sub-contractor's workmen/employees will also be considered as the Contractor's Employees/workmen for the above purpose.
- The name and address of such Safety Officer of Contractor will be promptly informed in writing to Engineer in Charge (Nodal Officer) with a copy to Safety Officer- in-charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.
- 27.17 In case of any accident during the construction/erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason whatsoever, it shall be the

responsibility of the Contractor to promptly inform the same to the Engineer in Charge (Nodal Officer) in prescribed form and also to all the authorities envisaged under the applicable laws.

27.18 The Engineer in Charge (Nodal Officer) shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipments. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary appeal against the order of stoppage of work to the Engineer in Charge (Nodal Officer) within 3 days of such stoppage of work and decision of the Engineer in Charge (Nodal Officer) in this respect shall be conclusive and binding on the Contractor.

27.19 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in para 27.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

27.20 It is mandatory for the Contractor to observe during the execution of the works requirements of safety rules which would generally include but not limited to following :

Safety Rules :-

Each employee shall be provided with initial instruction regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.

- a) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- b) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- c) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial locations.
- d) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
- e) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- f) The staircases and passageways shall be adequately lighted.
- g) The employees when working around moving machinery must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall.

Only experienced workers shall be permitted to go behind guardrails or to clean around energized or moving equipment.

- h) The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.
- i) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in undated conditions are essential requirements to be fulfilled.
- j) In cases or rock excavation blasting shall invariably be done through licensed blasters and other precautions during blasting and storage / transport of charge material shall be observed strictly.

27.23 The Contractor shall follow and comply with all Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any in conformity between statutory requirement and Safety rules referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.

27.24 If the Contractor fails in providing safe working environment as per Safety Rules or continues the work even being instructed to stop work by the Engineer in Charge (Nodal Officer) as provided in para 27.18 above, the Contractor shall promptly pay to JVVNL, on demand by the Client compensation at the rate of Rs. 5,000/- per day or part thereof till the instructions are complied with and so certified by the Engineer. However, in case of accident taking place-causing injury to any individual, the provisions contained in para 27.23 shall also apply in addition to compensation mentioned in this para.

27.25 If the Contractor does not take all safely precautions and/or fails to comply with the Safety Rules as prescribed by Client or under the applicable law for the safety of the equipment and plant and for the safety to personnel and the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or JVVNL employees or any other person who are at Site or adjacent thereto, the Contractor shall be responsible for payment of compensation to Client as per the following schedule :-

a)	Fatal injury or accident causing death	Rs. 1,00,000/- per person	:	These are applicable for death / injury to any person whosoever
b)	Major injuries or accident causing 25% or more permanent disablement to workmen or employees	Rs. 20,000/- per person (or as per the prevailing Law)	:	

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act and rules framed thereunder or any other applicable laws as applicable from time to time. In case the Client is made to pay such Compensation, then the Contractor is liable to reimburse the Client such amount in addition to the compensation indicated above.

28.0 EXAMINATION OF WORK BEFORE COVERING UP:-

28.1 No work shall be covered up or put out of view without the approval of the engineer or the Engineer's representative and the contractor shall afford full opportunity for the Engineer or the Engineer's representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer's representative whenever any such work or foundation is or are ready or about to be ready for examination and the Engineer's representative shall without delay advise the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

28.2 Uncovering and Making Openings

The contractor shall uncover any part or parts of the works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance of clause 28.1 above, and are found to be executed in accordance with the contract, the expenses of covering , making openings in or through reinstating and making good of the same shall be borne by the Client, but in all other cases, these costs shall be borne by the contractor.

29.0 REMOVAL OF IMPROPER WORK AND MATERIALS:-

The Engineer/Engineer's representative shall during the progress of the works have the power to order in writing from time to time

- a) The removal from the site within such time or times as may be specified in the order of any materials which in their opinion are not in accordance with the contract.
- b) The substitution of proper and suitable material and
- c) The removal and proper re-execution, notwithstanding any previous tests thereof or interim payment therefore, of any work which in respect of materials or workmanship is not accordance with the contract.

In case of default on the part of the contractor in carrying out such an order, the Client shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the Client or may be deducted by the Client from any amount due or which may become due to the contractor.

30.0 SETTING OUT OF WORKS:-

The contractor shall be responsible for the true and proper setting out of the works in relation to the original points, lines and levels of reference given by the Engineer in writing and for the correctness, subject as mentioned above of the position, levels, dimensions, and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the works, any error shall appear or arise in the position levels, dimensions, or alignment of any part of the works, the contractor on being required by the Engineer, shall at his own cost, rectify such error to the satisfaction of the Engineer unless such error is based on incorrect data supplied in writing by the Engineer, in which case the expense of rectifying the same shall be borne by the Client. The checking or setting out of or any line or level by the Engineer shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench-marks, sight rails, pegs and such other thing used in the setting out of the works.

31.0

MINOR ACCESSORIES FOR COMPLETION OF WORKS:-

Contractor shall supply all minor accessories required for the completion of supply which have not indicated in specification or in purchase order.

DISCLAIMER

1. This BID document does not purport to contain all the information that each Applicant may require. Each Applicant should conduct its own investigations and analysis, check the accuracy, reliability and completeness of the information in this document, and obtain independent advice from appropriate sources.
2. Neither DISCOM nor its employees make any representation or warranty as to the accuracy, reliability or completeness of the information contained or deemed to contain in this BID document.
3. Neither DISCOM nor its employees or consultants shall be liable to any prospective Applicant or any other person under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this BID document, or any matter that may be deemed to form part of this BID document, or the award of the contract, or any other information supplied by or on behalf of DISCOM or their employees or otherwise arising in any way from the selection process for the award of the contract for the concerned Circle or Franchise.
4. If any discrepancy is noticed by any prospective Applicant in this BID document, it must be intimated immediately to DISCOM at the address mentioned below. If no intimation is received by DISCOM at the below mentioned office within 3 days from the date of issue of this BID document, then it shall be deemed that the BID document received by the Applicant is complete in all respect and that the Applicant is satisfied that the BID document is complete.

ADDRESS:

**Chief Engineer (Commercial)
Jaipur Vidhyut Vitran Nigam Ltd.,
Vidhut Bhawan, Jyoti Nagar,
Jaipur**

1. DISCOM is not bound to accept any or all the Proposals. DISCOM reserves the right to reject any or all the Proposals without assigning any reasons. No Applicant shall have any cause for action or claim against DISCOM or its officers, employees, successors or assignees for rejection of his bid.
2. Failure to provide information that is essential to evaluate the Proposal or to provide timely clarification or substantiation of the information supplied, may result in disqualification of the Applicant, Past performance will be relevant consideration for accepting of the proposal and the Discom will be free to reject the proposal without assigning any reason. The decision of Chairman & Managing Director, Jaipur Discom, Jaipur will be final in this regard.

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