

JAIPUR VIDYUT VITRAN NIGAM LIMITED
Office of Superintending Engineer (M&P)
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TENDER SPECIFICATION NO.TN-M&P-3

MONTHLY METER READING ALONG WITH LOAD SURVEY, LOGGING OF TEMPER EVENTS, WIRING VERIFICATION AND THEIR ANALYSIS WITH COMMON METER READING INSTRUMENT (CMRI) OF VARIOUS CATEGORIES OF CONSUMERS WITH STATIC HT / LT TRIVECTOR METER AND WHOLE CURRENT DOWNLOADABLE METER IN DIFFERENT AREAS OF JAIPUR DISCOM COMPRISING OF 12 DISTRICTS & 13 O&M CIRCLES.

LAST DATE OF RECEIPT OF TENDER	29-05-12 UPTO 2.30 PM
DATE OF OPENING	29-05-12 AT 3.00 PM
EARNEST MONEY	Rs. 2.00 Lacs
COST OF SPECIFICATION	Rs. 2500/-
VALIDITY	120 DAYS FROM DATE OF OPENING OF PART-A BID.

SUPERINTENDING ENGINEER (M&P)
J.V.V.N.L., JAIPUR

IMPORTANT NOTES:

Furnishing of earnest money as per clause No 9 of Section I of this specification is essential otherwise the tender will not be accepted.

This specification includes Section I, Section II, Section III, Section IV and other Annexure(s).

JAIPUR VIDYUT VITRAN NIGAM LIMITED

**TENDER NOTICE
TN-M&P-3**

Jaipur Vidyut Vitran Nigam Ltd. (JVVNL) invites sealed bids from competent agency for entering into a work on contract for monthly meter reading of various categories with Static HT & LT TVMs & Whole Current Downloadable Meters of consumers in different areas of JAIPUR DISCOM

ACTIVITIES:

MONTHLY METER READING ALONG WITH LOAD SURVEY, LOGGING OF TEMPER EVENTS, WIRING VERIFICATION AND THEIR ANALYSIS WITH COMMON METER READING INSTRUMENT (CMRI) OF VARIOUS CATEGORIES OF CONSUMERS WITH STATIC HT / LT TRIVECTOR METER AND WHOLE CURRENT DOWNLOADABLE METER IN DIFFERENT AREAS OF JAIPUR DISCOM COMPRISING OF 12 DISTRICTS & 13 O&M CIRCLES.

VERIFICATION/VALIDATION AND UP-DATION OF CONSUMER DATABASE & MAINTENANCE OF DATABASE REGULARLY.

GENERATION OF REPORTS METER DATA, TAMPER ANALYSIS, PREPARATION OF OUTPUT REPORTS TO ENABLE SUPERVISION, MONITORING OF BILLED ENERGY AND TO CURTAIL MALPRACTICES, IF ANY, AND PERFORMANCE OF THE METERS INSTALLED AT CONSUMERS PREMISES.

The contract period shall be initially **for three years** renewable for such period or periods as mutually agreed. The brief particulars are as follows:

TENDER FEE	Rs. 2500/-
LAST DATE OF RECEIPT OF TENDER	29-05-12 UPTO 2.30 PM
DATE OF OPENING	29-05-12 AT 3.00 PM
SECURITY DEPOSIT	7% of one year total contract value
EARNEST MONEY	Rs. 2.00 Lacs
VALIDITY	120 DAYS FROM DATE OF OPENING OF PART-A BID.

The prospective Bidder should have the necessary competence, adequate financial standing, sufficient experience, expertise and related infrastructure for handling contract work of similar nature. The other qualifying requirements are given in the section -III, Part -2 of this specification.

The Agency shall have to carryout Meter Reading , analysis of meter data , load Survey of the static HT & LT TVMs & whole current downloadable meters installed at various consumers area scattered in geographical area of 12 districts & 13 circles of Jaipur Discom. The agency shall have to validate, update and collect the related data of the consumers. **Agency shall also submit the report along**

with the testing results taken at site of individual consumer (should be deleted as no testing is involved)

The Agency shall quote for suitable rates for the service to be rendered as following:

- (i) Agency may quote for individual circle.
- (ii) Agency may quote for more than one circle.

Bids are to be submitted in two parts:

Part- A shall contain proof of deposition of cost of bid document, EMD, qualification details etc as per requirements detail given, details & design of the proposed system(s) to meet the work requirement, together with its capabilities.

Part- B shall contain the financial offer (price bid) along with commercial terms and conditions.

The bidders, in their own interest are requested to read very carefully Section-I (Instruction to Bidders), Section-II (General Condition of Contract) &Section-III (Technical Specification) before filling the bid. The Bid documents to be downloaded from JVVNL website www.jaipurdiscom.in . No hard copy of the bidding documents will be provided to the bidders through this office. In case of any discrepancy found in the bidding documents downloaded from the website and appended with the bid (as a bid document) and the original copy of such document available in the office of Superintending Engineer(M&P),Jaipur discom, Jaipur then the copy available with Superintending Engineer(M&P), Jaipur discom, Jaipur will be considered as final document for all purposes. The cost of Bid document as published in NIT shall be furnished along with downloaded bid document in the manner prescribed in bid document.

JAIPUR VIDYUT VITRAN NIGAM LIMITED

SECTION – I

INSTRUCTIONS TO BIDDERS

1.01. INTRODUCTION:

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

1.02 FILLING OF BIDS:

- 1.02.1 Bids shall be submitted in the forms attached with bid document and all blanks in the bid and the schedules to the specification shall be duly filled in. The completed form(s), Schedule(s) shall be considered as a part of the contract documents, in the case of successful bid(s).
- 1.02.2 No addition / alteration should be made in the form of the bid specification and schedules. The bid must comply entirely with specifications. Alternative proposals (if any), shall be separately clearly stated in the covering letter and shall accompany the bid. No communication regarding alternative proposal, post bid clarification on technical matter or price shall be entertained unless bidder is specifically asked for the same by the purchasing authority. Suo moto technical clarification or changes in price or commercial conditions affecting the prices would attract a severe action of debarment from future bid at-least for one year or next bid whichever is later.
- 1.02.3 The bid and all accompanying documents shall be in Hindi/English Language and shall be signed by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the bid.
- 1.02.4 Bids should be filled in, only with ink or typed. No bid filled in by pencil or otherwise shall be considered.

- 1.02.5 All additions, alterations and over-writing in the bid must be clearly signed by the signatory of the bidder otherwise bid will be summarily rejected.
- 1.02.6 The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any room for doubt.
- 1.02.7 The Purchase Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- 1.02.8 Any printed conditions of sale on the bid shall not be accepted by the purchase Authority. The bidder shall incorporate their conditions of sales, if any, in the text of the bid itself.
- 1.02.9 The bid offer shall be furnished in the following manner:
- i) **First envelope containing proof of deposition of cost of Bid documents & EMD.** Description of work, bid no., time of bid submission, due date for opening of bid and the word 'Envelope-I & Cost of bid documents and Earnest Money / Valid Registration Certificate under relevant class / A certificate of being a Rajasthan / Central Govt. undertaking' should be clearly written on the front side of the envelope.
 - ii) **Second envelope for techno-commercial bid.** Description of work, bid no., time of bid submission, due date for opening of bid and the word 'Envelope - II & Techno-Commercial Bid' should be clearly written on the front side of the envelope.
 - iii) **Third envelope for price bid.** Description of work, bid no., time of bid submission, due date for opening of bid and the word 'Envelope - III & Price Bid' should be clearly written on the front side of the envelope.
Note : Envelope III containing price bid will be kept in the safe custody of the concerned engineer / officer. It will be opened at a later date in respect of those bidders whose offers are found / adjudged technically and commercially acceptable. The date of opening of "Price Bid" shall be intimated to successful bidders in due course of time. In case of deviation from the stipulated clauses of bid specifications, price bid of the bidder will not be opened.
 - iv) **Fourth envelope containing above three envelopes.** Description of work, bid no., time of bid submission and due date for opening of bid should be clearly written on the front side of the envelope. (All the above envelopes shall be duly sealed individually).
Note : Separate price bid and technical bid are required to be submitted incase total bid value exceeds Rs. 50 Lacs and if the same is upto 50 Lacs, technical bid and price bids shall be

submitted in a single envelope. However, two part bidding could be adopted for the item of special nature technology, sophistication or for any other item in the opinion of purchasing officer considered suitable for two part bidding system also irrespective of value.

- 1.02.10 Bidders shall indicate in their bid the name and complete address of Excise authorities under whose jurisdiction are their works / offices falls.
- 1.02.11 All bids and accompanying documents shall be addressed to the Jaipur Vidyut Vitran Nigam Limited.
- 1.02.12 The bidder should sign the bid form at each page at the end.
- 1.02.13 Normally telegraphic bid / quotation or bid given in the form other than prescribed form will not be considered.
- 1.02.14 Only one representative, on submission of valid authorization of the signatory of the bid, will be allowed to be present during the opening of the bid.
- 1.02.15 The bidder shall clearly indicate the deviation such as Technical Deviation & Commercial Deviation in the prescribed format only. The deviation indicated elsewhere in the bid shall not be accepted.
- 1.02.16 The bidder must clearly fill up each and every particular of Guaranteed Technical Particulars annexed with Technical specification otherwise he will be responsible for Technical non-responsiveness.

1.03 EARNEST MONEY:

- 1.03.1 Before submitting the offer, the bidder shall deposit with the Sr. Accounts Officer (JPDC), Jaipur Vidyut Vitran Nigam Limited, Jaipur an amount of Rs..... as Earnest Money by cash or crossed Bank Draft / banker's cheque Payable in the name of the Sr. Accounts Officer (JPDC) Jaipur Vidyut Vitran Nigam Limited, Jaipur and obtain a receipt thereof. No other mode of deposit shall be accepted. However, in case amount of earnest money is more than Rs 20,000/- same will be accepted only through banker's cheque / demand draft. Any bid not accompanied by a copy of the receipt for earnest money / crossed bank draft / banker's cheque or registration certificate or certificate saying that the bidder is a Rajasthan / Central Govt. undertaking / Corporation / Company, shall be rejected and the bid will not be opened.
- 1.03.2 In case of unsuccessful bids, the Earnest Money will be refundable on production of the original receipt, within one month after finalization of the bid. In case of successful bids, the Earnest Money will be adjusted in arriving at the amount of the Security Deposit referred in the General Conditions of Contract on the request of

the bidder and remaining security deposit, if any, would have to be furnished either in cash or in the form of Bank Guarantee. If BG is furnished for full amount of security deposit, EMD shall be refunded.

- 1.03.3 Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the Nigam in connection with some other bids/orders shall not be entertained.
- 1.03.4 No interest shall be payable on such deposits.
- 1.03.5 The Purchase authority reserves the right to forfeit Earnest Money deposit or a part thereof in circumstance, which according to him indicate that the bidder is not earnest in accepting/executing any order placed under the specification.
- 1.03.6 The following categories of bidders are exempted from payment of earnest money :-
- i. Firms registered with the respective Discom under the scheme for registration of firms under relevant class / Contractors on furnishing original or Photostat copy duly attested by an officer of the company regarding registration with the name of the item for which registered. However, vender registered under 'A' class shall be exempted for all items. If the bidder is not registered for the material under bid enquiry, they would not be entitled for exemption from earnest money.
 - ii. Rajasthan / Central Government undertaking / Corporation / Company (Refer clause 1.02.9 (i)).

1.04 DOCUMENTS TO BE ENCLOSED WITH THE BID:

PART A:PRE QUALIFICATION , TECHNICAL PARAMETERS & COMMERCIAL TERMS

& CONDITIONS: In this part the Bidder shall submit full details about organization's competence financial strength, experience and infrastructure for handling the comparable distribution or other system in accordance with format given in Section-IV Part-I. The bidder shall also be required to furnish the details of methodology along with bill of material indicating number, make, technical specification of each equipment/instrument and details of software & hardware's to be deployed. These qualifications, possessed by the collaborators or associates of the bidder are also acceptable, provided an agreement exists or entered into between the bidder and such collaborator or associate. In such case, a copy of such agreement shall be furnished with the bid.

The bidder shall submit the following document/information with Part-A of the Bid:

- ❖ Covering Letter
- ❖ Power of Attorney/Board Resolution in favor of signatory of the bid;
- ❖ Statement of deviations from the bid documents as per Schedule-I.

- ❖ Qualification details in format given in Section IV Part-I, as per details at Section III Part 2.
- ❖ Copy of the agreement between the bidder and his collaborators or associates, if any;
- ❖ Earnest money as specified (copy of receipt)
- ❖ Other details as called for in the bid documents or which the bidder may like to highlight.

PART-B: FINANCIAL OFFER: The bidder in the format given in Section IV Part-2 shall submit the financial offer.

1.05 RECEIPTS AND OPENING OF BIDS:

- 1.05.1 Sealed covers, in which the bids are enclosed, shall be delivered in the office of the Superintending Engineer (M&P), J.V.V.N.L., Chambal Power House, Hawasarak, Jaipur, not later than 2.30 PM Indian Standard Time (unless otherwise specified) on the date specified in the notice inviting the bid. Bids shall not be accepted after the time and date fixed for receipt of bids. Bids received after the time and date so fixed will not be entertained / considered.
- 1.05.2 The bids will be opened in office of the Superintending Engineer (M&P), JVVNL, Jaipur at 3.00 PM on the prescribed date in the presence of such bidders or their authorized representative, who choose to be present.
- 1.05.3 If the date fixed for opening of the bids be declared as a public holiday, the bids shall be received and opened on the day on which office re-opens after such holiday(s) on the same time as indicated above.

1.06 VALIDITY OF OFFERS:

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

1.07 SIGNATURE OF BIDDER:

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

1.08 CAPACITY OF WORK:

- 1.08.1 In order to satisfy the Owner that the person/firm bidding is technically/financially capable of executing the proposed order for the work Covered by the specification, the bidder shall furnish evidence to this effect in the relevant schedule. They may also furnish any other information in this regard which according to them qualifies for getting the order.
- 1.08.2 In case the Owner desires to examine and inspect through his representative(s) the said equipment and / or the works of the bidder or his associate, necessary facilities for the same shall be timely arranged by the bidder failing which the offer is liable to be rejected.
- 1.08.3 The bidder shall furnish a copy of latest Balance-Sheet.
- 1.08.4 In case the bidder have supplied the material/works in the past to the Nigam or any other electrical utilities, then they will provide the complete details of them with date along-with the details of purchase order(s) obtained in last year indicating quantities and value thereof as per the prescribed format.

1.09 INSPECTIONS AND TESTING:

- (i) The Executive / Assistant Engineer (O&M) / (M&P) shall on giving seven days notice in writing to the agency setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any part of the reading work and all or any workmanship connected with such work which in his opinion are not in accordance with the contract or are in his opinion defective with reasons. In case of any dispute/difference in this regard the decision of the concerned Superintending Engineer (O&M), JVVNL shall be final and binding.
- (ii) The Executive / Assistant engineer (O&M)/ (M&P) and his duly authorized representative (not below the rank of Junior Engineer) shall have right at any time during working hours, to inspect and examine the work of meter reading at site and for testing the selected samples (not less than 1%) from the meters already read by the agency. The agency shall provide all requisite facilities for the above.

1.10 PRICES:

- 1.10.1 The prices quoted shall be 'variable' without any ceiling until and unless specifically asked by the owner to quote firm prices. The price variation shall be claimed as per price variation formula specified in the section-III of the specification. In case 'IEEMA' / CACMAI changes the applicable formula for price variation for any item and issues guidelines for adopting the same during pendency

of the contract, the new formula and guidelines shall become applicable. The price variation shall be applicable only on Ex – works prices. No variation shall be applicable on freight and insurance charges.

- 1.10.2 The rates / prices quoted shall include the following:-
- i) Ex-works prices including packing and forwarding charges.
 - ii) Excise duty including cess, if any.
 - iii) Central Sales Tax / VAT
 - iv) Insurance Charges.
 - v) Freight Charges including unloading charges at site and levies thereof, if any.
 - vi) All local duties and taxes, including entry tax for firms located outside the state.
- 1.10.3 Further the bidders are required to quote prices the according to the no. of consumers in the circle in the Financial offer Section-IV-Part-2. In case of difference between the circle-wise total and the indicated total price, then lesser of the two shall be taken into account.
- 1.10.4 The bidders quoting 'firm' prices (except in case of bids where prices are required to be quoted on firm price basis) are likely to be ignored. The basic price indices considered for the various components of the price variation formula shall have to be indicated by the bidders in their bids along-with the date so that there may be no difficulty in finalizing the claim on the basis of such price variation formula. The bidders not indicating the basic prices / indices as required are likely to be rejected.
- 1.10.5 Any bid containing prices not quoted in the manner prescribed under the above sub-clause (1.09.1) to (1.09.4) is liable to be ignored.
- 1.10.6 No representation for enhancement of rates once accepted will be considered.
- 1.10.7 In the event of receipt of more than two bids of a bidder in the tender box while opening the bids on scheduled time all such price bids may be opened (if the bidder is found qualified for opening of price bids in case of two parts bidding system) and for evaluation purpose, lower of such bids will be considered.
- 1.10.8 When there is a difference between the rates in figure and words, lower of the two rates shall be taken as valid and correct.
- 1.10.9 In case the bidders quote rate of any existing tax / duty higher than the maximum prevailing statutory rate, their bids shall be evaluated at corrected rate of tax / duty i.e. the maximum prevailing statutory

rates and accordingly placement of order shall be considered at rates with correct rate of tax / duty if considered reasonable.

- 1.10.10 In case bidder quotes taxes / duties "not applicable" or "Zero" or "Nil" or " - " or indicates the rates lower than the maximum applicable rate / concessional rate against any prevailing rates duties the bidder shall absorb the taxes / duties upto maximum applicable rate.
- 1.10.11 In case bidder quotes any tax / duty inclusive in the Ex-works price and does not indicate the applicable rate of tax / duty then no variation in tax / duty shall be allowed and all the statutory variations in tax / duty shall be on bidder's account.
- 1.10.12 In case bidder quotes any tax / duty inclusive in the Ex-works price and also indicates the applicable rate of tax / duty lower than minimum applicable rate against any prevailing taxes / duties, the bidder shall absorb the taxes / duties upto maximum applicable rate.
- 1.10.13 In case bidder quotes Nil or Dash (-) in the column of insurance in price bid, it shall be the bidder's responsibility to deliver the material safely at designated store / site and comply with the clause no. 1.32 of G.C.C.
- 1.10.14 Any downward variation in the applicable rates of existing taxes / duties or abolition of existing taxes / duties shall be passed on by the agency to the Nigam irrespective of the timing of supply while in case of upward variation, the same shall be allowed to the agency only upto the stipulated delivery time. Any statutory levy and taxes imposed after submission of bids shall be on the Nigam's account. However, agency shall have to furnish supporting document(s) in the form of gazette notification for approval before claiming any upward variation.
- 1.10.15 Evaluation of the price bids will take into account the Unit landed cost of the material / equipment at the final destination. For the purpose of evaluation the unit landed cost will be arrived at by adding all the elements of the Ex-works / basic price / excise duty, taxes and other statutory levies, freight and insurance charges. So unit landed cost will be (i) Ex-works price + (ii) ED(on ex-works price) + (iii) CST/VAT (on Ex-works + ED) + F&I + Entry Tax. No separate packing and forwarding charges will be paid extra.
- 1.10.16 Necessary tabulation of bids shall be prepared indicating all invents of unit landed price of all the bidders in the ascending order and L1, L2, L3.....position of the bids will be ascertained.

1.11 APPLICABLE FOR VARIABLE PRICE CONTRACT

- 1.11.1 The base date for price variation shall be the date as indicated in section – III of the specification irrespective of date of techno-commercial bid opening. In the event any bidder quoting base date different than that indicated in the specification, such a bid will be evaluated considering the base date as indicated in the specification. In case such a bidder appears at L-1 position and the order is placed on the bidder then the base date whichever is beneficial for the Nigam i.e. indicated in the specification /quoted by the bidder will be considered for allowing PV to such bidder.
- 1.11.2 The date of delivery applicable for claiming price variation shall be the date prevailing on the first day of Calendar month which shall be determined in the manner prescribed hereunder.
- (i) When the material is offered within stipulated delivery schedule : For allowing P.V. the date of delivery shall be considered the date on which material is notified as being ready for inspection or date of receipt of inspection call in the office.
 - (ii) When the material is offered after expiry of stipulated delivery schedule : For allowing P.V. in the cases supplies are made after the expiry of scheduled delivery, the price prevailing in the last month of the stipulated scheduled delivery or the date on which material is notified as being ready for inspection or date of receipt of inspection call in the office, whichever is beneficial to Nigam shall be allowed.
 - (iii) When the material is offered ahead of delivery schedule on the request of Jaipur Vidyut Vitran Nigam Limited : Normally supplies ahead of delivery schedule shall not be accepted. However in case of urgency of material, if supplies are accepted ahead of delivery schedule, PV shall be allowed on the basis of the material is notified as being ready for inspection or date of receipt of inspection call in the office.
 - (iv) When the material is offered ahead of delivery schedule by firm at their own and accepted by Jaipur Vidyut Vitran Nigam Limited on the request of firm: Normally the request of the firm to accept the material ahead of delivery schedule will not be accepted. In case firm offers supplies ahead of delivery schedule at their own and such request is accepted by Jaipur Vidyut Vitran Nigam Limited, the price prevailing in the last month of stipulated delivery schedule or the date on which material is notified as being ready for inspection or date of receipt of inspection call in the office, whichever is beneficial to Nigam shall be allowed.

1.12 SALES – TAX

Jaipur Vidyut Vitran Nigam Limited is registered dealer under Rajasthan VAT and Central Sales Tax Act under VAT Reg. No 08372105443 and is entitled to concessional rate of Central Sales Tax / VAT as per rules in force.

1.13 QUANTITIES:

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

1.13.2 The owner also reserves the right to split/delete any circle from scope of work and to entrust the order for the work to two or more agencies. The bidder shall agree to supply part quantities ordered on them at the rates / prices mentioned in their bid or the counter offer accepted by the bidder.

1.14 Notes :

- i) Wherever there are more than one bidder quoting the same price at any level, their ascending order would be determined on the basis of drawl of lottery in presence of the bidder who wishes to be present.
- ii) Where the firms are required to be identified by way of draw of lots, such draws would be taken at the level of respective purchase committee except for purchase cases falling within the competence of corporate level purchase committee, such draw shall be made by CE level committee.
- iii) The L-1, L-2..... Status of firms who have matched the counter offered prices may be in accordance with their position as per original ascending order subject to note (i) above.
- iv) Where the bidder by indulgence in carteling quotes unreasonable high price, the Nigam reserves the right to cancel the bids with penal action against the defaulting firms such as severing of business relations with them, or debarring in the next one / two bids as may be considered appropriate by the competent authority.
- v) When it is felt that the L-1bidder/ the one agreeing to supply at the counter offered price cannot supply the total quantity in required time schedule or it is not desirable to depend on a single agency, the quantities can be distributed to other firms (not necessarily all agreeing to the L-1 rates).

1.15 COMMENCEMENT OF WORK: The vendor shall commence the work as per the specification within 30 days from the receipt of verified billing data from the concerned XEN (O&M) of JVVNL.

1.16 SUSPENSION OF WORKS: The JVVNL shall not be liable to pay the contractor any compensation whatsoever arising from suspension or for idle labour

1.17 MAINTENANCE OF FACILITIES AND PERSONNEL:

FACILITY: The Agency shall maintain all requisite facilities of its own as required to carry out the work as per the specification. The Agency shall provide and maintain a controlling office with requisite infrastructure at respective O&M Circle Headquarter of JVVNL and a corporate office at Jaipur with proper staff, & facilities shall remain open at all reasonable hours to receive communications. The agency shall also maintain communication equipments like telephone with fax, mobile phone, Internet etc. for interaction with JVVNL and others.

PERSONNEL: The Agency shall maintain supervisory and other personnel for efficient management of the work under contract.

Officer-In-Charge	To have adequate experience and vision to take charge of the entire project and resolve problems so as to evolve an ideal system.
Meter Readers	Sufficient manpower to achieve minimum guaranteed performance.
Office Staff	Adequate manpower to handle data base, its updating and maintenance and generate information

Person in-charge or an alternate shall be available for communication during all business hours.

Agency shall not change the office in charge / nodal officer, frequently. The Agency shall furnish documents regarding the experience of the key personnel proposed to be employed by him. JVVNL has right to verify the above at any time

Agency shall issue identification cards to all its personnel engaged in the work under the contract. The identification card duly signed by Officer- In-Charge of the agency shall be consisting of Bio-Data and photograph of the concerned personnel along with name and logo of the agency. Concerned circle Superintending Engineer (O&M) after countersigning these identification cards will return the same to the agency for distribution to the concerned personnel. The identification cards shall be handed over to the concerned Superintending Engineer (O&M) after the completion of work under the contract.

1.18 FIELD CONDITIONS: The bidder may in its own interest, before submitting the bid, inspect and examine the area involved and satisfy itself regarding the field conditions and present system of testing the meters for their accuracy including at site, sealing, consumer wise data collection. For ascertaining the field condition the Agency may contact the respective circle SE (O&M), JVVNL / concerned Executive Engineer (Meters). The details of the area to be covered in the scope of the contract are available at Section III Part II. No claim for change in the bid or terms & conditions of the contract shall be entertained on the ground that the conditions are different than what were contemplated.

1.19 GENERAL:

- 1.19.1 Proof of deposition of cost of bid document by the bidder is essential for the consideration of their bid. Only one bid will be accepted against each copy of the specification purchased. This specification is not transferable. The cost of bid form once sold will not be refunded under any circumstances. The bidder possessing more than one factory at different location shall not submit offers with different rates / same rates for each of his factories against one bid form purchased by him. In such an event, the bidder is liable to be rejected. In case the bidder desires to submit offer for each of his factories, he will have to submit separate bids for each of his factories and independently comply with all the bid conditions including bid fee, E.M.D. etc.
- 1.19.2 The agency shall treat the details of the specification and other bid documents as private and confidential and they shall not be reproduced without the written authorization of the owner.
- 1.19.3 The owner does not bind him to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.
- 1.19.4 The fact of submission of bid to the owner shall be deemed to constitute a contract between the bidder and owner whereby such bid shall remain open for acceptance by the owner within the validity period and bidder shall not have any option to withdraw their offer or impair/ derogate the same. Where the bidder is notified about acceptance of their bid by the owner during the validity period, they shall be bound by the terms and conditions of various contract documents as per specifications of the bid documents in question until formal contract in this regard, has been executed between them and the owner.
- 1.19.5 The Successful bidder shall have to execute contract documents for the proper fulfillment of the same.
- 1.19.6 Any action on the part of the bidder to revise the rates/prices on their own after the opening of the bid may result in rejection of the bid and also debar them from submission of bids to the Nigam at least for one year or next bid whichever is later.

JAIPUR VIDYUT VITRAN NIGAM LIMITED

SECTION – II

GENERAL CONDITIONS OF CONTRACT

Notwithstanding anything contained to the contrary in the specification or bid or any subsequent exchange of correspondence these General Conditions of Contract (GCC) shall prevail and shall be binding on the agency / Contractor and any change or variation expressed or impressed beyond GCC whatsoever made by them shall be inoperative unless otherwise sanctioned by the Nigam. The agency / Contractor shall be deemed to have fully informed themselves and to have specific knowledge of the provisions of the General Conditions of Contract mentioned hereunder.

DEFINITION OF TERMS:

- 1.1.1 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 of context inconsistent with such construction.
- 1.1.2 The "Owner" shall mean the Jaipur Vidyut Vitran Nigam Ltd., Jaipur , its successors and assignees.
- 1.1.3 The "Bidder" shall mean and include one or more firm or any company or body in-corporate who has submitted the bid in response to "Invitation of Bid".
- 1.1.4 The "Agency / Contractor" shall mean the bidder whose bid has been approved by the "Owner" and shall include the bidder's heirs, legal representative, successors and assignees.
- 1.1.5 The "Sub-vendor / Sub-Contractor" shall mean the firm or the person named in the contract for any part of the work or any firm to whom any part of the contract has been sublet with the consent in writing from the owner and shall include his heirs, legal representative, successors and assignees.
- 1.1.6. The "Chairman" shall mean the Chairman of the Jaipur Vidyut Vitran Nigam Limited & "Managing Director" shall mean the Managing Director of Jaipur Vidyut Vitran Nigam Limited.
- 1.1.7 The "Engineer" shall mean the Chief Engineer, Addl. CE, Dy. C.E., Superintending Engineer of material management wing, Jaipur Vidyut Vitran Nigam Limited, or his duly authorized and appointed representative time to time for any purpose.

- 1.1.8 "Works", shall mean and include works to be done by the contractor / agency under the contract.
- 1.1.9 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 Deposit.
 5. Letter of Intent/Acceptance and its acknowledgement.
 6. Performance Bank Guarantee.
 7. Formal Purchase / Work Order.
 8. Guaranteed Technical Particulars.
 9. General Conditions of Contract.
 10. Special Instructions.
 11. Site Conditions.
 12. Specification, specific conditions, schedules and drawings.
 13. Addenda which may hereafter be issued by the owner to the contractor / agency in the form of letter and covering letters and schedule of prices as agreed between the contractor / agency and the owner.
 14. The contracts to be entered into under clause 1.6 of these General Conditions.
- 1.1.10 The "Specification" shall mean the specification, specific conditions annexed to the General Conditions, the contract and the schedule thereto, if any.
- 1.1.11 The "Month" shall mean, English calendar month i.e. period of 30 days and "Week" shall mean a period of 7 days.
- 1.1.12 The "Site" shall mean the place or places named in the contract and include, wherever applicable, the lands and buildings upon or in which the works are to be executed.
- 1.1.13 The "Place of delivery" shall mean the destination at which the contractor / agency is responsible to deliver the materials at the contract price.
- 1.1.14 The "Test of Completion" shall mean such tests prescribed in the contract to be made by the contractor / supplier before the plant & machinery / material is taken-over by the purchaser as per these General Conditions
- 1.1.15 "Commissioning" shall mean the satisfactory installation and operation of the plant & machinery or equipment in after all necessary initial checks, adjustments, trials, cleaning and assembly required at site (if any), have been completed and the plant has been in continuous

and un-restricted commercial use specified for at least thirty (30) days or as prescribed otherwise.

- 1.1.16 "Commercial Use" shall mean that use of plant & machinery / equipments / material as contemplated in purchase order.
- 1.1.17 "Letter of Intent/Acceptance" shall mean the owners letter conveying his acceptance of the bid subject to such revision / conditions as may have been stated therein.
- 1.1.18 The "Contract Price" shall mean the sum named in or calculated in accordance with the provisions of the contract / purchase or any amendments thereto.
- 1.1.19 "Formal Purchase / work Order" shall mean the owner's letter which may be issued in way of letter of intent containing detailed terms and conditions of the supply / work and such other particulars which the owner may like to convey to the agency / contractor pending execution of a formal written contract in accordance with Clause 1.6.
- 1.1.20. "Consignee" shall mean and include the Asstt. Controller of Stores, Stores Superintendents and/ or any other authorized officer / official of the Jaipur Vidyut Vitran Nigam Limited.
- 1.1.21 The "work codes" shall mean to include the Indian Electricity Rules, code of practice and Factory Rules & Regulations applicable in the State of Rajasthan, on the date of issue of the letter of intent and such modification thereof as may be specially stipulated by competent State Authorities i.e. Electrical Inspector and Chief Inspector of Boiler Factories, Rajasthan.
- 1.1.22 Words importing "Person" shall include firms, companies, corporations and other bodies whether incorporated or not.
- 1.1.23 Words importing the "singular" only shall also include the plural and vice versa where the context requires.
- 1.1.24 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 or 1930 fulfilling that in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897).

1.2 CONTRACT:

The Contractor / agency and owner shall, as soon as possible, unless otherwise agreed upon, enter into a sealed agreement for the proper fulfillment of the contract, the expenses of completing and stamping the contract shall be borne by the contractor / agency and shall be

furnished to the owner free of charge in two copies within 21 days and one copy shall be returned by the owner to the contractor / agency after doing the needful. All orders / instructions to the contractor / agency shall except as herein otherwise provided, be given by the Engineer on behalf of the owner.

1.3 CONTRACTOR / AGENCY TO INFORM HIMSELF FULLY:

The contractor / agency shall be deemed to have carefully examined the General Conditions, specifications, schedules and drawings also to have satisfied him as the nature and character of the plant & machinery / equipments / material to be supplied and other relevant matters and details. 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 have full opportunity to seek clarification from the owner before signing the contract / commencement of supply, whichever is earlier but GCC will be fully binding on him.

1.4 COMPLETENESS OF CONTRACT:

The plant & machinery / equipment / Material 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 otherwise specifically included in the list of excluded items. The contractor / agency 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.

1.5 BID FORM AND ACCEPTANCE OF BID:

1.5.1 The owner is not bound to accept the lowest bid or any bid or assign any reason for the rejection of a bid. The owner also reserves the right to either call for fresh bids or to accept either the whole or a part of bid or to place orders for any increased or decreased quantity on account of any reason.

1.5.2 VENDOR'S REGISTRATION SCHEME:

Contractor / agencies / Firms / Vendors whose works are located in Rajasthan may get themselves registered in the Nigam by making permanent deposit in the prescribed modes as given below. The class of registration of contractor / agency, permitted extent of participation, amount of permanent deposit along with prescribed modes thereof are given below: -

Note: - The amount of cash deposit shall be made only by way of Demand Draft/ Banker's cheque/ Pay order in case of local firms drawn in the name of Sr, Accounts Officer (JPDC) Jaipur Vidyut Vitran Nigam Limited, Jaipur.

S.No.	Class of Contract or / agencies	Permitted extent of participation	Permanent Deposit	
			Non-interest bearing Cash	Bank Guarantee in the proforma at Appendix-XVIII
1	E	Rs. 50 Lac	Rs. 0.25 Lac	---
2	D	Rs. 100 Lac	Rs. 0.25 Lac	Rs. 2.50 Lac
3	C	Rs. 250 Lac	Rs. 0.50 Lac	Rs. 5.00 Lac
4	B	Rs. 500 Lac	Rs. 0.75 Lac	Rs. 7.50 Lac
5	A	Any Amount	Rs. 1.00 Lac	Rs. 10.00 Lac

SSI units located in Rajasthan will be eligible for registration after depositing half of the aforesaid amount subject to furnishing valid SSI unit registration certificate of Industries Department, Government of Rajasthan. For example such a unit for registration in category 'D' shall be required to make a deposit of Rs. 12500/- in cash along with Bank Guarantee of Rs. 1.25 Lac only as against the normal requirement of Rs. 25000/- in cash plus a Bank Guarantee for Rs. 2.50 lac for registration in the said category.

Contractor / agencies / firms / vendors whose works are located outside Rajasthan, may get themselves registered in the Nigam by making permanent deposit in the prescribed modes as given below. The class of registration of contractor / agencies, permitted extent of participation, amount of permanent deposit along with prescribed modes thereof are given below: -

S.No.	Class of Contractor / agencies	Permitted extent of participation	Permanent Deposit		
			Non-interest bearing Cash	Interest bearing cash @ Bank rate Per annum & or decided from time to time by the Nigam	Bank Guarantee in the proforma at Appendix-XVIII
1	E	Rs. 50 Lac	Rs. 0.25 Lac	---	---
2	D	Rs. 100 Lac	Rs. 0.25 Lac	Rs. 1.25 Lac	Rs. 1.25 Lac
3	C	Rs. 250 Lac	Rs. 0.50 Lac	Rs. 2.50 Lac	Rs. 2.50 Lac
4	B	Rs. 500 Lac	Rs. 0.75 Lac	Rs. 3.75 Lac	Rs. 3.75 Lac
5	A	Any Amount	Rs. 1.00 Lac	Rs. 5.00 Lac	Rs. 5.00 Lac

1.6 CONTRACT DOCUMENTS:

1.6.1 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 purchase order including its Annexure(s). The terms and conditions as specified in this section if differ from the terms as indicated in the purchase order and its Annexure(s), the later shall prevail. The contract shall for all purposes be constructed according to the laws of India and subject to jurisdiction of Courts in Rajasthan only. For the due fulfillment of the contract, the contractor / agency shall execute a contract in duplicate, in the prescribed form (to be obtained from the owner) on non-judicial stamp paper worth Rs.100/- as per stamp duty applicable of Govt. of Rajasthan. Such contract shall be executed and signed by the authorized person of the contractor / agency on each page with seal thereof. The original copy is only to be executed on the stamp paper. The second copy may be executed on simple paper. Such, contract documents shall be required to be submitted to the owner within a period of 21 days from the receipt of the order duly signed on the each page. One copy of the executed contract duly signed by the owner shall be sent to the contractor / agency for his reference. The contract documents shall mean and include the following: -

- (I) Contract.
- (II) Purchase order & its annexures.
- (III) Terms and conditions of the specification.
- (IV) General Conditions of Contract of the specification and Instructions to Bidders.
- (V) Any subsequent modification / amendment / clarification

1.6.2 After the bid has been accepted by the owner all orders or instructions to the contractor / agency shall except as herein otherwise provided, be given by the Engineer in writing on behalf of the owner.

1.6.3 Any bid, drawing, technical data or correspondence which forms the basis of an order of a contract as aforesaid or which may be furnished by the contractor for the owner's approval or information as provided under the said order or contract, shall be in English and if it is in any other language a complete translation in English shall be duly furnished. The owner shall not be bound to consider any bid, drawings, technical data or correspondence which is not furnished in the English language.

1.7 CONSULTING ENGINEER:

The consulting Engineer may co-ordinate, supervise and approve the technical portion of the work of' the contractor and his sub-

contractor excluding decision involving financial liabilities to the owner for which approval of the engineer shall be obtained.

1.8 DESIGN EQUIPMENTS:

- 1.8.1 All equipments and materials shall be designed and all work executed conforming to codes.
- 1.8.2 Structures and outdoor equipment shall be designed to withstand wind load as set forth in the Indian Standard 875 unless otherwise specified in the technical specification.
- 1.8.3 Structural parts and equipment shall be designed to resist lateral inertia forces developed in each corresponding mass center due to seismic ground motion. The structural parts and their anchorages shall be designed on the basis of the conventional acceleration method. The lateral inertia forces will be determined from the expression. Where 'F' is the force on the part of the lateral direction 'W' is the weight of the part with probable existing service load at the time of the earthquake and "C" is the seismic coefficient i.e. the ratio of seismic coefficient shall be obtained from the Indian Standard IS : 893 unless otherwise specified in the technical specification.
- 1.8.4 The contractor shall provide adequate guards for all couplings by wheels and other moving parts which could be considered as a safety hazard, safety sentinel and relief valves are to be locked or piped in such a manner as to safeguard personnel and property.
- 1.8.5 All safety devices shall be in accordance with the prevailing statutory regulations and requirements.
- 1.8.6 Special attention shall be given to the design arrangement and assembly of all equipment to ensure ease of maintenance and renewal of part.

1.9 STANDARD

- 1.9.1 The equipment covered by specification shall, unless otherwise specified be built to conform to the requirements of relevant standards issued by any of the following and the bidder should specifically mention in each case the applicability of the relevant specifications. :
 - .
 - 1. Indian Standard Institution's Standard code, wherever applicable.
 - 2. Indian Electricity Rules 1956, wherever applicable.
 - 3. British Standard Specification relevant codes and British Electrical Standard Association.
 - 4. American Society of Mechanical Engineer's Power Test Codes.

5. American Society of Materials Testing Codes.
 6. American Standards Association/U.S.A. Standards Institute and Edison Electric Institute.
 7. Standard of Hydraulic Institute, U.S.A.
 8. Heat Exchange Manufacturer's Standards, U.S.A.
 9. Bladder Heat Manufacturer's Association Standard, U.S.A.
 10. Appropriate National Standard Specification of the country of Manufacture on approval by the owner.
 11. Indian Boiler Regulation Act. .
 12. Other Standards approved by Owner.
- 1.9.2 The equipment conforming to any other national standard which ensure equivalent quality is also acceptable. In such cases the bidder shall clearly indicate the standards adopted and furnish a copy of the English translation of the standard along with the bid.
- 1.9.3 The Performance figures quoted shall be guaranteed with the tolerances permitted by relevant standard unless specifically stipulated in the specification. In case of failure of the equipment to meet the guarantee, the owner reserves the right to reject the equipment.
- 1.9.4 The bidders are requested to bid for their standard equipment, as far as possible, provided it meets the service requirements mentioned in the specification.
- 1.9.5 Should the bidder wish to depart from the provision of these specification either on account of manufacturing practice or for any other reason, he shall clearly mention the departures and submit complete justification supported by information, drawings etc. as will enable the relative merits of his proposals to be fully appreciated. The engineer shall have the right to reject them and decision of the engineer shall be final and binding on the contractor.
- .1.9.6 In the event of the Specification and Contractor's drawing and tables etc. being found to disagree the erection of the contract equipment, the annexed specification shall be held binding unless the departures have been duly approve in writing by the owner.
- 1.9.7 INDIAN ELECTRICITY ACT:**
- All the supplies 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 and Indian Electricity Act, 2003 and amendment(s) thereof thereafter.
- 1.10 SYSTEM OF UNITS DIMENSIONS MEASURES AND CALIBRATION:**

All dimensions, measures etc. shall be as per metric and cgs system of units. All instruments, recorders etc. shall also be calibrated in metric and cgs system of units.

1.11 INDEMNITY:

In the event of any claim or demand being made or action being brought against the owner for infringement or alleged infringement of latter's patent in respect of any machine, plant work or thing used or supplied by the contractor/agency, under this contract or in respect of any method of using or working by the owner of such machine, plant, works or thing the contract will indemnify the owner against such claim or demand and all cost and expenses arising from or incurred by reasons of such claim or demand provided that the owner shall notify the contractor within reasonable time any claim is made and that the contractor shall, if he so desires with the assistance of the owner. if required, by the contractor's own expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such machine, plant work or thing shall be used by the owner for any purpose or in any manner other than that for which they have been supplied by the contractor and specified under this contract.

1.12 SUBMISSION AND APPROVAL OF DRAWINGS:

1.12.1 Within thirty (30) days of the date of receipt of the owner's letter of intent/Acceptance, the contractor shall submit to the consulting engineers as well as to the owner, the following drawings of plant and technical data for approval as per distribution schedule attached to the specification: -

- (i) Dimensional general arrangement/outline drawings of the plant and equipment to be supplied under the contract and all data including floor plan loading data location of foundation bolts etc. relating to foundation structures to enable the owner to arrange for civil construction work.
- (ii) Dimensional drawing showing individual equipment being supplied under the contract, method and sizes of connections to the owner's other equipment, giving also the limits of variation of the dimensions.
- (iii) All efficiency and characteristic curves and technical particulars required under the specification. .

- (iv) Schedule drawings of all writings, connections and interlock diagrams showing the points where connections have, to be made by the owner.
 - (v) Necessary structural and other calculations and data required for approval.
- 1.12.2 Nigam's Engineer/ the consulting Engineer shall return to the contractor one set of all these drawings, plants and Technical data after marking them with their comments/corrections if any, either (a) stamped approved or (b) marked up with the comments. In case of (a), no further submission or drawings will be required. In case of (b) the contractor shall correct his original drawings and will be required to conform to the comments made by the consulting engineers and resubmit within two (2) weeks of receipt of comments in the same manner as stated in the distribution schedule. After approval of the drawings a reproducible of each drawing shall be supplied, final drawings shall be certified as Approved. For constructions should any minor revision be made after 'Approval", the contractor shall redistribute prints and reproducible as per the distribution schedule. Every revision shall be marked by a number, date and subject in a revision block provided in the drawings. The consulting engineer's approval shall not relieve the contractor from any of his obligations and responsibility to fabricate and erect the material conforming to the specification, unless a written amendment to the specification is issued by the owner.
- 1.12.3 Reproducible shall be of quality of produce clear and legible prints and any inferior reproducible will be returned by the owner for replacement with suitable reproducible. All reproducible shall be mailed rolled, not folded on the outside of regular mailing tubes except for small sizes can be mailed unfold in an envelope with a card board backing. The prints and reproducible shall be mailed in the most expeditious manner and shall be accompanied with a letter of transmittal.
- 1.12.4 One (1) copy each of the drawings marked as built shall be returned immediately upon completion of the job by the contractor and duly marked with the needed modifications / alterations made at site, in accordance with engineer's approval. Similarly one set of 'As Built' drawings along with the reproducible for drawings prepared by the contractor immediately upon completion of the corresponding work / works shall be furnished.
- 1.12.5 Any work shown on the drawing and not particularly described in the specification or specified in the specification and not shown on the drawing shall be included by the contractor in his bid and the omission either from the drawings or specification of any details of work

necessary and obviously intended, shall not relieve the contractor from performing such work.

- 1.12.6 The contractor shall take approval of designs and drawings before commencement of manufacture of the equipment. Any manufacturing done prior to approval of drawings shall be rectified by the, contractor at his own cost if any discrepancy arises. No extension of delivery period shall be granted on this account.
- 1.12.7. The owner shall have the right to request the contractor to make any change in the design / drawing which may be necessary to make the equipment conforming to the provision and interests of the contract.
- 1.12.8 The contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies, errors and omissions in the drawings or other particulars, supplied by him, whether such drawings or particulars have been approved by the engineer or not, provided that if such discrepancies errors or omissions are due to in-accurate information ,or particulars furnished to the contractor by the engineer, any alterations in the work necessitated by reasons of such inaccurate information or particulars shall be paid for by the owner.
- 1.12.9 If any dimensions figured upon a drawing or a plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

1.13 ERECTION, DRAWINGS AND INSTRUCTION MANUAL:

The contractor shall submit to the engineer & owner within a reasonable time but at least three (3) months before despatch of equipment the following drawings and instruction manual etc. accordance with the distribution schedule attached: -

- (i) Erection drawing along-with reproduction print.
- (ii) Instruction books, for proper erection and assembly of all equipment and necessary instructions for checking and recording proper assembly of the plant.
- (iii) Instruction sheets for proper balancing alignment, adjustment, checking, and calibration as may be necessary.
- (iv) Descriptive literature and drawings to illustrate the working principle method of assembly and dismantling.
- (v) Operation and maintenance manual.

1.14 SPARE PARTS AND TOOLS:

- 1.14,1 The contractor shall furnish eight (8) sets of spare parts hand books with details and diagrams wherever necessary. The contractor shall recommend separately along-with the bid, the spare parts required for three (3) years satisfactory operation and maintenance of the offered

equipment together with item wise price and should furnish the manufacturing drawings of the spare parts which the particular company is not manufacturing. The contractor shall also recommend with item wise prices separately along-with this price, spare parts required for five (5) years satisfactory operation and maintenance of the offered equipment parts requiring frequent replacement shall be listed separately from parts, required for ensuring reliability in unforeseen emergencies. The list shall be accompanied with full position indicating the reduction from the stock list price if these spares are ordered at one time.

- 1.14.2 The contractor shall also indicate facilities existing or under planning to ensure the ready availability of spare parts other than those already being manufactured indigenously.
- 1.14.3 The contractor shall be responsible for the subsequent availability of spares to ensure continued trouble free service.
- 1.14.4 In the event of an order, the contractor shall guarantee that spare parts for the equipment will be made available as and when required by the owner on the following terms: -
- (a) The contractor shall guarantee that he will supply spare if and when' required on an agreed basis or the life time of the plant. The agreed basis shall be a discount to be stated in the bid over the published catalogue prices at the time of supply of the spare parts.
 - (b) The contractor shall warrant that before going out of production of the spare parts he will give adequate advance notice to the owner so that the latter may order his requirement of spares in one lot, if he so likes. .
 - (c) The contractor shall further guarantee that if he goes out of production of spare parts then he will make available blue prints, drawings of spare parts and specification of material at no cost to the owner, if and when required in connection with the equipment to enable the owner to fabricate or procure spare parts from either sources.
- 1.14.5 One complete set of maintenance tools and tackles required for complete assembly dismantling and maintenance of equipment shall be quoted separately giving the item wise prices.
- 1.14.6 All tools shall be of best quality and specially protected against rusting in tropical climate. The tools shall be furnished neatly arranged in special portable tool cabinets. An item wise price list shall be furnished with the bid of the recommended erection tools and tackles.

1.15 INTERCHANGEABILITY OF PARTS:

All parts shall be made accurately to standard gauges so as to facilitate replacement and repairs. All corresponding parts of similar apparatus including the spare parts shall be interchangeable.

1.16 SPECIAL TOOLS AND TACKLES:

1.16.1 The bidder shall furnish to the owner a complete and unused set of all special tools and tackles which are necessary or convenient for erection, commissioning, maintenance and overhauling of any of the equipment covered under the specification.

1.16.2 The tool shall be despatched in separate package clearly marked with the name of the equipment for which they are intended.

1.16.3 The bidder shall clearly indicate separately in his bid item wise quotation of the list of tools he proposes to furnish.

1.17 MATERIALS AND WORKMANSHIP:

1.17.1 All materials used in the construction of the equipment shall be originally new and unused and will comply with the standards and codes specified above and shall be selected from the best available considering strength, durability and best engineering practice, it will not deteriorate or distort under the prevailing extremes of atmosphere conditions. The workmanship and design shall be in accordance with the best engineering practice and shall be such as have been proved suitable for the intended purpose and for giving satisfactory Performance under the prevailing climatic conditions and proposed system of supply liberal factors of safety shall be used throughout the design and special consideration shall be given on parts subject to alternating stresses or shocks or most severe operating conditions.

1.17.2 Minor Accessories/Fittings:

The contractor shall supply all such minor accessories, fittings, apparatus required for the completion of the supply which have not been specifically mentioned in this specification or bid offer but which are usual or necessary for the equipment.

1.17.3 Patent And Rights:

The contractor / agency shall give indemnified and keep indemnified the owner against liability of any kind including the cost and expenses for the order on account of any copyright and / or secret or process (es) adopted by the contractor / agency including their use by the owner.

1.18 a) Replacement of Defective Work For Materials:

If during the progress of the work the Engineer decides and notify in writing to the contractor that the contractor has executed any unsound or imperfect work or has supplied any material inferior in quality to that specified, the contractor on receiving details of such defects or deficiency shall at his own expense, within such time as may be reasonably necessary for making it good, proceed to reconstruct or remove such work or supply fresh material upto the standard of the specification and in case the contractor fails to do so, the owner may on giving the contractor seven days notice in writing of his intention to do so proceed to remove the work complained if and, at the cost of the contractor, perform all such work of supply all such material provided that nothing in this clause shall be deemed to deprive the owner or effect any right under the contract, which he may otherwise have in respect of such defects or deficiencies.

b) **FAILURE TO EXECUTE THE CONTRACT:** Contractor failing to execute the order placed on them to the satisfaction of the JVVNL under terms and conditions set forth therein, will be liable to make good the loss sustained by the JVVNL, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of and forfeiture of security deposit.

c) **EFFECTING RECOVERIES:** Any loss, arising due to non-fulfilment of this contract or any other contract, will be recovered from the Security Deposit held and or any other amount due to the agency from the JVVNL from this Contract as well as from other contracts.

1.19 NAME PLATES AND MARKING OF PARTS:

1.19.1 All equipments shall have metal name plates fixed in suitable position with full particulars engraved thereon.

1.19.2 In order to facilitate identification the parts of the equipment shall be suitably marked.

1.20 PAINTING:

1.20.1 All surfaces interior and exterior of the equipment, shall be shot blasted to remove all rust, scale grime or other adhering foreign matter, surface shall be painted inside and out-side with two (2) coats of high quality approved primers and two (2) coats of finish paint in approved colour.

1.20.2 All metal parts not accessible for painting shall be made of corrosion resisting metal. All finished surface subject to list, shall be coated with a

suitable rust preventive compound. Surface shall be putty filled and rubbed down to ensure first quality glossy finish.

1.20.3 Paints shall be carefully selected to withstand tropical heat and extremes of weather specified herein. It shall not scale off or crinkle be removed by abrasion in handling.

1.20.4 The contractor shall also supply adequate quantities of varnish etc. for the use of finishing coat and for touching up any scratches during transport, handling, erection, testing and commissioning.

1.21. POWER TO VARY OR OMIT WORK:

1.21.1 No alterations, amendments, omissions, additions, suspensions or variations of work hereinafter referred to as variations under the contract as shown in the contract drawing or the specification shall be made by the contractor except as directed in writing by the Engineer but the Engineer shall have full power, subject to the provision hereinafter contained from time to time during the execution or the contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract and the contractor shall carry out such variations and shall be bound by the same conditions as far as applicable as though the said variations occurred in the contract.

1.21.2 If any suggested variation would, in the opinion of the contractor if carried out, prevent him from fulfilling any of his obligations or guarantees 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 the contractual obligations and guarantee shall be modified to such an extent as may be justified.

1.21.3 The difference of cost, if any occasioned by such variation shall be added to or deducted from the contract prices as the case may require. The amount of such difference, if any shall be ascertained and determined in accordance with the rates specified in the schedules of prices so far as the same may be applicable and where the rates are not contained in the said schedules or are not applicable, they shall be settled by the Engineer and contractor jointly, as far as possible for such variation carried out provided that the owner shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the payment of the same shall have been given in writing by the Engineer.

1.21.4 In every case, in which the contractor has received instructions from the Engineer for carrying out any work which either then or later will in the opinion of the contractor involve a claim for additional payment for extra work or for extra materials, the contractor shall as soon as reasonable possible after receipt of such instructions inform the

Engineer to that effect. But the owner shall not be liable for payment of any charge in respect of any such variation unless instructions for making the same shall have been given in writing by the Engineer after receipt of such information from the contractor.

- 1.21.5 In case the Engineer refuses to admit that any variation directed by him involves extra work or extra materials entitling the contractor to claim extra payment the contractor shall nevertheless if so required by the Engineer carry out the same and matter in difference shall be decided by owner.
- 1.21.6 In the event of the Engineer requiring any variations such reasonable and proper notice shall be given to the contractor as enables him to make his arrangement accordingly and in case where goods or materials have already been prepared or any designs, drawings or pattern have been made or work done that required to be altered, a reasonable sum in respect thereof shall be allowed by the Engineer provided that no such variation shall, except with the consent in writing of the contractor be such as will involve a net increase or decrease of the total price payable under the contract by more than 10 (Ten) percent thereof.

1.22 PROGRESS REPORT AND PHOTOGRAPHS:

- 1.22.1 The contractor shall furnish six (6) prints each of photographs of progress of the work done in his workshop. Photographs shall be taken when and where indicated by the Engineer or his representatives. Photographs shall be approximately 8 inches by 10 inches in size; including margin on one 10 inches side for binding, adequate number of photographs shall be submitted indicating various stages of manufacture. Each photograph shall contain the date, the name of the contractor and the title of the view taken.
- 1.22.2 Monthly progress report shall be submitted. The progress report shall be submitted in such a prescribed formats as may be required by the owner. These shall detail the status of design, procurement of raw material, approval of contractor's drawings manufacture of the equipment and statement showing position of payment. Further, the following information should be incorporated: -
- (a) The contractor shall attach a proposed bar or PERT CHART indicating from the date of issue of purchase order, time required for the following: -
- (i) Commencement & completion of all sub-contracts indicating expected manufacture and shipment time upto receipt at his works.
 - (ii) Procurement of all raw materials showing placing of all raw material indents, processing, expected despatch and receipt at his works.

- (iii) Commencement & completion of all sub-contracts indicating expected manufacture and shipment time upto receipt at his works.
- (iv) Manufacturing components and sub-assemblies.
- (v) Assembling, testing, despatch and receipt at site, allowing two (2) weeks for the owner's inspection and minimum three (3) week for transportation to site.
- (vi) An overall 'Force Majeure' on unforeseen condition causes delay of not more than 120 days.

1.23 DELIVERY AND TIME FOR COMPLETION:

As the delivery is the essence of contract, therefore it should be strictly adhered to by the contractor / agency. The date for the purpose of reckoning the delivery will be the date on which the material has been delivered to concerned consignee in good condition. Any equipment is considered to have been delivered only when all the components are also delivered in full to the consignee. If certain parts are omitted to be delivered in time so as to make the unit not fit for being put into use the whole unit of the equipment will be considered as delayed till the time missing parts are also delivered.

CONTRACT PERIOD: The contract period shall be initially for three years, however, renewable for such period and quantity as mutually agreed. The performance of the agency will be reviewed half yearly (i.e. after completion of every six months) at circle level. The contract for awarded work may be rescinded at any time if the performance regarding achievement of the objective and scope of works as illustrated under Section-III Part-3 of this specification is not found satisfactory (no compensation will be paid) or the agency breach any of the terms and conditions, or the agency will be advised for improvement.

1.24 DELAY IN DELIVERY:

- (a) The time for and date of delivery specified shall be deemed to be the essence of the contract and supplies shall have to be completed not later than the date (s) specified. Should the contractor / agency fail to deliver the material/ equipment or any part there of within the specific delivery period, the owner shall be entitled at his option: -
- (l) To effect recovery in case of orders placed by MM wing for delay in delivery/execution @ 1/4% per week or part thereof for first 4 weeks in case if delay exceeds more than 4 weeks then @ 1/2% per week or part thereof shall be charged for entire delay, subject to a maximum of 5%. In case of orders placed by other wings of the Company,

recovery shall be effected for delay in delivery / execution @ 1/2% per week or part thereof subject to a maximum of 10% of delayed/unexecuted supply / works. The amount of recovery will be worked out on the basis of ex-works price on the date on which delivery was due without including taxes, duties and freight etc. In cases where ex- works prices have not been indicated, then the recovery shall be worked out on the basis of prices as shown in the purchase order.

- (II) If the materials are not delivered within 7 days at same station, 14 days for station within state and 20 days for agency / contractor having their works located outside the state from the date of receipt of despatch instructions, charges shall be recovered @ ½% per week or part thereof (for actual delay in receipt), maximum upto 3% of ex-works value of the consignment relevant to the dispatch instructions. This will be in addition to clause No. 1.24(a) (I) of G.C.C. The Nigam reserves all right to accept material received after levy of maximum penalty mentioned above or otherwise.
- (III) Delay in delivery and non supply of material and non fulfillment of contractual obligations at several stages which will henceforth be regulated /dealt as under:-

Stage	Action to be taken
(i)When vendor does not accept order awarded on its accepted prices and terms and conditions and does not comply with contractual formalities, on the date of opening of technical bid.	Forfeiture of EMD / cancellation of vendor registration to recover amount of EMD along-with severment of business relations for three years from the date of issue of order.
(ii)When vendor complies with contractual formalities but does not commence supplies on the date of opening of technical bid of the subsequent TN and scheduled delivery period of old order expired.	Levy of maximum recovery on account of delay in delivery along with severment of business relation for a period of two years from the date of issue of order or in next two bids whichever is later.
(iii)When successful bidder entered in to contract and supplies commenced but could supply only upto 50% of ordered quantity on the date of opening of technical bid of subsequent TN and scheduled delivery period of old order expired.	The bid of such bidder in next bid will not be opened in that Discom only for that particular item. and/or The firm can be debarred for one year or next tender whichever is later in that Discom only for that particular item/rating/size etc.

<p>(iv)When successful bidder entered in to contract, supplies commenced and could supply quantity more than 50% of ordered quantity on the date of opening of technical bid of subsequent TN & scheduled delivery period of old order expired.</p>	<p>The bid of such bidder will be considered responsive in subsequent tender for the same rating and will be processed further. If the bidder is becoming eligible for quantity allocation, then the quantity equal to the pending quantity in previous tender for that item shall be deducted in the subsequent tender.</p>
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- IV
- (i) If agency fails to deliver the quantity within the stipulated delivery schedule, the purchasing authority reserves right either to cancel the order or to extend delivery period to the extent of original delivery period given to that firm. In case the firm does not adhere to periodic delivery schedule the purchasing authority besides recovering full penalty, also reserve the right to cancel their order at any point of time.
 - (ii) If it is in the extreme interest of Nigam to further extend delivery period then after giving detailed cogent reasons, the case may be submitted to the next competent authority or to the CLPC as the case may be.
 - (iii) When the order is cancelled on default then provision for debarment shall apply as per relevant clauses.
 - (iv) Order shall deem to have been cancelled after the expiry of stipulated /extended period or two years from the date of purchase order whichever is later.
- (b) The contractor / agency shall be required to deposit the amount of recoveries finalized within a period of 30 days of receipt of intimation failing which the dues shall be recovered from the financial hold of the contractor / agency available with the Nigam. In case, where the amount of recoveries against a firm/contractor / agency exceed its financial hold, the Nigam will be at liberty to effect such recoveries out of the financial hold/pending payments of the contractor / agency available with other successor companies of erstwhile RSEB.
 - (c) Any financial liability i.e. increases in rate of Excise Duty, Sales Tax, cost of raw material, freight charges and Insurance tariff etc. arising consequent upon failure of the contractor / agency to adhere to the stipulated delivery schedule, shall be to his (Contractor / agency's) account. However, any decrease in the rate of statutory taxes / duties / levies during above period shall be passed on to the owner. The price variation for the delayed period shall be governed as per provision elaborated in clause no. 1.10.2, Section – I "Instructions to Bidders".

1.25 FORCE MAJEURE CONDITIONS:

If at any time during the currency of the contract, the performance in whole or in part be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of God (here- in after referred to as 'Events') then provided Notice and adequate proof of the production / despatch having suffered on account of these events, is given within 21 days from the date of occurrence thereof, the provision of sub paras (a), (b) and (c) of clause 1.24 shall not be invoked by the owner provided further that the deliveries under the contract shall be resumed, as soon as practicable after such event (s) has ceased to exist and the decision of the owner as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that in case the strike / lockout prolongs beyond a period of thirty days, the contractor / agency shall immediately inform the owner in which case the owner reserves the right to procure the material/equipment on order or part thereof from any other source at the risk and cost of the contractor / agency.

1.26 SUSPENSION OF WORKS:

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

1.27 INSPECTION AND TESTING:

- 1.27.1 The Engineer and his duly authorised representative shall have at all reasonable times access to the contractors premises of works and shall have the power at all reasonable time to inspect drawing of any Portion of the work or examine the materials and workmanship of the plant is being manufactured on other premises, the contractor shall obtain for the Engineer and for his duly authorised representative permission to inspect it as if the plant was manufactured on the contractor's own premises.
- 1.27.2 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 drawing 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.
- 1.27.3 The bidder shall state in his bid the places of manufacture testing and inspection of various equipment offered by him. Unless specifically provided otherwise all test shall be made at the contractor's works before shipment.

- 1.27.4 (a) The agency shall intimate at least 15 days in advance through notice(s) about the readiness of material for dispatch commensurate with specific delivery schedule so as to enable the owner to depute his representative for inspection, testing and checking of the material/equipment. For this purpose, the date of receipt of the letter in the office of the purchasing authority shall be deemed as the date of call for inspection and not the date mentioned in the letter and the date of dispatch. In case, material/ equipment is not found ready by the representative of the owner 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 reasons(s) on account of the agency, an amount of Rs. 7500/- only for the agency's work located in Rajasthan and an amount of Rs.15000/- only for the agency's work located outside Rajasthan will become payable by the agency on this account to the Sr. Accounts Officer (JPDC) . The agency will deposit the amount with the Sr. Accounts Officer (JPDC) , immediately under intimation to the purchasing authority, failing which the subsequent call for inspection shall not be entertained.
- (b) In case, the firm offers for the inspection and subsequently withdraw the inspection by telephone or by letter/FAX/E-mail or at the time of visiting of Nigam's officer at his work for inspection then re-inspection charges Rs.7500/- from the local agency and Rs.15,000/- from the outsider agency would be recovered at every occasion.
- (c) In case of re-inspection of the material on account of failure of CTL checking, the re-inspection charges as mentioned above would also be leviable in all such cases. Further in the event of the firm withdrawing its initial offer for inspection as mentioned in clause (b) above, then the price Variation would be admissible to the firm on the basis of firm's initial offer or subsequent offer, whichever is lower.
- (d) The material/equipment shall be offered duly packed so as to enable the inspecting officer to seal.
- 1.27.5 In all cases where the contract provides for tests, whether at the premises of works of the contractor or any sub contractor, test at site the contractor except where otherwise specified shall provide free of charge to the owner, 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.
- 1.27.6 The owner reserves to himself the right of having any inspection or special test of a reasonable nature at contractor's premises or at sites in addition to those prescribed in applicable standards and the enclosed technical specification.

- 1.27.7 When the tests have been satisfactorily completed at the contractor's or sub-contractor's works the Engineer shall issue a certificate to that effect but if the tests were not witnessed by the Engineer or his representative, the certificate would be issued after the receipt of test certificate by the Engineer. No plant shall be shipped before such a certificate has been issued. The satisfactory completion of these tests or the issue of this certificate, shall not bind the owner to accept the plant, should it on further tests after erection, be found not to comply with the contract.
- 1.27.8 The contractor / agency shall also furnish the latest calibration certificate of the testing instruments / equipment used for the testing of the materials / equipments as covered in the purchase order to the inspecting officer. The testing instruments / machines should be got calibrated by the contractor / agency from time to time as elaborated in section – III of Technical Specification. The calibration certificate should not in any case be older than one year at the time of presenting the same to the Inspecting Officer. In case however, the contractor / agency fails to comply with the conditions as aforesaid, a certificate in writing of the inspector / representative of the owner that the contractor / agency has failed to provide the facilities shall be conclusive.
- 1.27.9 Unless the inspection is specifically waived, no material shall be despatched without inspection and clearance for despatch by the owner's representative.
- 1.27.10 The owner reserves the right to reject all or any part of the material being manufactured or awaiting despatch 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 (CPL) shall be final and binding.
- 1.27.11 The owner also reserves the right to get the material / equipment tested in any recognised Government laboratory & claiming any compensation or rejecting the material/equipment, if not found in accordance with the specification. All charges consequent to such rejection and replacement / rectification shall be borne by the contractor / agency.
- 1.27.12 The Executive / Assistant Engineer (O&M) / (M&P) shall on giving seven days notice in writing to the agency setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any part of the reading work and all or any workmanship connected with such work which in his opinion are not in accordance with the contract or are in his opinion defective with reasons. In case of any dispute/difference in this regard the decision of the concerned Superintending Engineer (O&M), JVVNL shall be final and binding.

- 1.27.13 The Executive / Assistant engineer (O&M)/ (M&P) and his duly authorized representative (not below the rank of Junior Engineer) shall have right at any time during working hours, to inspect and examine the work of meter reading at site and for testing the selected samples (not less than 1%) from the meters already read by the agency. The agency shall provide all requisite facilities for the above.

1.28 TEST CERTIFICATE:

- 1.28.1 Original/attested Photostat copies of the latest type test certificate as elaborated in section – III of Technical Specification, for all the type tests wherever prescribed in the relevant latest addition of ISS (as applicable) shall be furnished along-with the bid.
- 1.28.2 In case of any specific alternative requirement of type tests the same shall be furnished as per Section-III.
- 1.28.3 The bids not accompanied by the type test certificate in terms of para 1.28.1 above, are liable to be ignored.
- 1.28.4 The contractor / agency 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.

1.29 ACCEPTANCE OF PLANT FOR DESPATCH:

When all tests to be performed in the contractor's or subcontractor's premises, under the terms of this contract have been successfully carried out and test report approved, the despatch instructions will be given by the Engineer to the contractor for immediate despatch and will not unreasonably be withheld.

1.30 PACKING AND MARKING:

- 1.30.1 The equipment with its accessories shall be packed in accordance with the manufacturer's standard practice in suitable sizes of packing cases worthy of Rail/Road Transport and will be marked legibly to avoid any possibility of goods being lost or wrongly despatched elsewhere on account of faulty marking, it must be ensured that no damage is caused to the equipment as a result of defective packing.
- 1.30.2 Any equipment or part thereof, that develops defects not disclosed prior to the final acceptance by the owner but are disclosed within one year after the material is placed in service or within specific guarantee period shall be promptly replaced by contractor / agency free of charge and all expenses for the transportation and other

incidental charges for such replacement shall be borne by the contractor / agency.

- 1.30.3 The contract shall include and provide for securely protecting and packing the plant so as to avoid loss or damage during transport by Sea, Rail and Road.
- 1.30.4 All packing shall allow for easy removal and checking at site, whenever necessary, proper arrangements for attaching slings for lifting shall be provided and all packages shall be clearly marked with signs showing up and down side of boxes and handling and unpacking instructions as considered necessary. Special precaution shall be taken to prevent rusting of steel and iron parts during transit by sea, gas seals or other methods proposed to be adopted for protection against moisture during transit shall be subject to the prior approval of the Engineer.
- 1.30.5 The cases containing easily damageable material shall be very carefully packed and marked with appropriate caution symbols i.e. FRAGILE, HANDLE WITH CARE, USE NO HOOK, etc.
- 1.30.6 Each bale or package delivered under the contract shall be marked by and at the expense of the contractor and such marking must be distinct (all previous irrelevant marking being carefully obliterated). Such marking shall show the description and quantity of contents, the name of the consignee and address, the gross weight of the package, the name of the contractor with a distinctive number of marks sufficient for purposes of identification. All marking shall be carried out with such materials as to ensure quickness of drying, fastness and indelibility.
- 1.30.7 Each bale or package shall contain a packing note quoting specifically the name of the contractor, the number and date of contract or order and the name of the office placing the contract, nomenclature of the stores and include a schedule of parts for each complete equipment giving the parts Nos. with reference to the assembly drawing & the quantity of each part, drawing numbers and tag numbers. The gross and net weight of each package shall be clearly marked on it.
- 1.30.8 The shipment dimensions of each package shall not exceed the maximum dimensions for a package which can be accepted for transport over the broad gauge system of Indian Railways.
- 1.30.9 After delivery of the material at site, all packing shall become the property of the owner.
- 1.30.10 Notwithstanding anything stated in this clause the contractor shall be entirely responsible for any loss, damage or depreciation to the stores due to improper and insecure packing.

1.31 DESPATCHES:

(A) DESPATCH OF INDIGENOUS PLANT

- 1.31.1 Equipment / material shall be despatched at the consignee stores anywhere in Rajasthan as per despatch instructions (if any shall be issued by the Engineer) as per clause 1.29.
- 1.31.2 Notification of delivery or despatch in regard to each and every consignment shall be made to the owner immediately after despatch or delivery. The contractor / agency shall further submit to the consignee a priced invoice and packing account of all stores, delivered or despatched by him. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing account and full details of the contents of package and quantity of material shall be given.
- 1.31.3 A list in duplicate containing details of equipment verification at site shall also be placed inside each package and shall correspond with the advice note.

(B) SHIPMENT OF IMPORTED PLANT:

- 1.31.4 The contractor shall advise the owner, the C.I.F. value of each consignment as soon as the goods are ready for shipment. The contractor shall ship the equipment on behalf of the owner as far as possible on board a vessel belonging to an Indian shipping line. In the event of such a course being likely to lead to serious delay, shipment may be effected by the first available vessel belonging to any other shipping line provided the freight rates charged are not higher than the conference rates applicable to the shipping route at the time of shipment and all rebates and refunds available for Government consignments are duly taken into account. In either case the contractor shall be responsible for the correct appraisal of freight rates (structural or machinery as the case may) weight and volumes. In no case will the owner be liable to pay any warehouse wharf age charges.
- 1.31.5 In the event of the shipment being effected through any of the Indian shipping companies, the freight charges shall be paid by the owner direct to the company in India but in case the shipment is effected through any other shipping line, the freight charges shall have to be prepaid by the contractor on behalf of the owner. This amount shall be reimbursed to the contractor against invoice duly supported by original voucher from the shipping companies in quadruplicate.
- 1.31.6 Shipping document shall be made available at least two (2) weeks in advance of the arrival of the vessel at the port entry. They shall not be

forwarded through a bank necessitating payment before the documents are surrendered by owner. Documents forwarded in this manner will not be collected by the owner. Any claim, demurrage etc. arising from delay in collecting shipment documents from the bank shall be payable by the contractor.

- 1.31.7 After shipment is effected, the following documents shall be forwarded direct to the owner by the first and second registered airmail:-
- (a) Bill of loading in original and to non-negotiable copies.
 - (b) F.O.B. invoices in six triplicate for customs owner.
 - (c) Packing list in six duplicate.
 - (d) Certificate of original in triplicate.
 - (e) Acceptance Certificate by the owner in triplicate.
- 1.31.8 When the equipment is imported, the manufacture is to intimate at least two (2) months in advance the size of over dimensioned packages to enable Nigam for arranging special wagons and obtaining railway permission including arrangement of special handling equipment.

1.32 INSURANCE:

- 1.32.1 On receipt of an order the contractor / agency shall be required to get material / equipment fully insured from General Insurance Corporation of India and its subsidiaries or any other recognized and approved insurance company against loss, damage and / or pilferage in transit, from the place of despatch to the destination and for a further period of thirty (30) days towards storage after receipt of material/equipment at destination.
- 1.32.2 The contractor / agency shall be responsible for safe arrival at destination and receipt of the material/equipment by the consignee (s).
- 1.32.3 In case of any loss / damage / pilferage, etc. the contractor / agency shall replace free of cost such missing /damaged or lost material on receipt of the report thereof from the consignee(s). Such reports shall be made to the contractor / agency by the consignee(s) within a period of thirty (30) days from the date of receipt of each consignment by him / them.
- 1.32.4 The replacement of shortages / damages / losses shall be despatched or defects rectified at the consignee (s) stores within a period of thirty (30) days or mutually agreed period from the date of such report failing which the owner reserves the right to forfeit security deposit and or operate the Performance bank guarantee if any, and or take any other appropriate action as may be expedient.

1.32.5 The defective / damaged material/equipment shall be returned to the contractor / agency at his cost but such defective material will be returned to the agency / contractor only after he has arranged the correct material to the satisfaction of the consignee(s) / owner.

1.32.6 In case the damaged / defective material / equipment or part thereof warrants return to the contractor / agency's work for necessary rectification, the contractor / agency may be required to furnish a bank guarantee from any scheduled bank, equivalent to the value of such material plus taxes as claimed by the contractor / agency and the amount already paid for. The period for return of rectified material/equipment as well as validity of the bank guarantee, shall be as mutually agreed upon and any time taken beyond the aforesaid period shall be treated as delay in delivery in terms of clause No.1.24 of this specification.

1.33 CUSTOMS, DUTIES ETC.

1.33.1 The period of delivery will be a factor in deciding the award of the contract and timely delivery to meet the schedules is of vital importance.

1.33.2 The contract prices shall include the cost of delivering the whole of the equipment. F.O.R. Consignee/railway station/siding, inclusive of packing anywhere in Rajasthan.

1.33.3 The contract prices shall include all incidental and statutory charges, loading and unloading, freight, customs, duty clearance, entry tax, terminal taxes, corporation and municipal taxes, if any leviable at destination.

1.33.4 SALES-TAX:

(a) The payment of VAT/Central Sales Tax shall be made only on furnishing the following certificate which may be affixed on the bills preferred or the material supplied.

SALES TAX CERTIFICATE

(i) Certified that the goods on which sales-tax has been charged have not been exempted under the Central Sales Tax Act or the State Sales Tax Act and that the charges on account of sales- tax on the work are correct under the provisions of the relevant act or the rules made there under and that in case of supplies against regular contract, the relevant contractor / agency also includes a specific provisions that the sales-tax is payable by the DISCOM .

(ii) Certified further that we-----are registered as dealers in the state of under registration No..... for the purpose of Central/State Sales Tax.

- (b) Certificate for VAT as per Rajasthan Sales Tax Act and (C) form (s) as per Central Sales-Tax Act will be issued by the Sr. Account Officer (JPDC) Jaipur Vidyut Vitran Nigam Limited Ltd; (Chambal Power House, Hawasarak, Jaipur) to the contractor / agency on his request on completion of the entire supplies under order and on furnishing the copies of the relevant invoices together with the above declaration certificate.
- (c) In no circumstances, certificate for VAT and "C" form shall be issued along with letter of acceptance / purchase order and shall not be demanded by the contractor / agency through bank on presentation of the despatch documents.
- (d) In case the sales-tax assessment of the contractor / agency (s) become due before completing the entire supplies against the order, certificate for VAT and C Form (s) for the supplies made shall be issued on specific request of the contractor / agency made at least 10 days before the due date of sales-tax assessment on fulfilling the requirement of sub-clause (s).

1.34 TESTS AT SITE:

- 1.34.1 In all cases where the contract provides for tests at the site, the contractor except where otherwise specified, shall provide free of charge, such labour materials, electricity, fuel, water stores, apparatus and instruments as may be required from time to time' as may reasonably be demanded to carryout efficiently such tests of the material or workmanship in accordance with the contract:
- 1.34.2 In case of contractor / agency requiring electricity for test at site, such electricity shall be supplied to the contractor / agency in the convenient form available, on payment, except specifically exempted.
- 1.34.3 Owner reserves the right to carry out any site tests he may decide upon at his own expenses. In case equipment / material are not found as per purchase order all expenses incurred during the testing will be to contractor / agency's account and material shall be replaced by contractor / agency at site free of cost.

1.35 TESTS ON COMPLETION:

Where possible all tests shall be carried out before shipment should, however, if 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 / agency's representative within such time as may be considered reasonable by the owner if equipment fails to meet guarantees, the contractor / agency 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 owner. If however the defect is of the contractor / agency, he shall repay to the owner all reasonable expenses which he may put by such retests over and above the rejection of defective plant as stated hereunder.

1.36 REJECTION OF DEFECTIVE PLANT:

1.36.1 If the complete plant or any portion thereof before it is taken over, is found defective or fails to fulfill the requirements of the contract, the Engineer shall give the contractor / agency the particulars of such defects or failure and the contractor / agency shall forthwith make the defective plant good or after the same make it comply with the requirements of the contract. Should he fail to do so within a reasonable time, owner may reject and replace at the cost of the contractor / agency the whole or any portion of the plant, as the case may be, which is defective or fail to fulfill the requirements of the contract. Such replacement shall be carried out by the owner within a reasonable time and at a reasonable price and where reasonably possible to the same specification and under competitive conditions. In case of such replacement by the owner, the contractor / agency shall be liable to pay to the owner the extra cost if any of such replacement delivered and / or erected as provided for the original contract, such extra cost being the ascertained difference between the price paid by owner under the provisions above mentioned, for such replacement and the contract price for the plant so replaced and also to repay the sum paid by the owner to the contractor / agency in respect of such defective plant. The owner shall have the right to operate any and all equipment as soon as and as long as it is in operating conditions, whether or not such equipment has been accepted and complete and satisfactory, except that this shall not be construed to permit operation of any equipment which may become damaged by such operation before any required alterations or repairs have been made. All repair and alterations required of the contract shall be made by the contractor / agency at such times as directed and in such manner as will cause the minimum interruption in the use of the equipment by the owner. If the contractor / agency does not so replace the rejected plant within a reasonable time the contractor / agency's full and extreme liability under this clause will be satisfied by the repayment of all money paid by the owner to him in respect of such plant.

1.36.2 In the event of such rejection, the owner shall be entitled to the use of the plant in a reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement plant. During the period, the rejected plant is used commercially, the contractor / agency shall not be entitled to a sum as payment of such use.

1.36.3 Nothing in this clause shall be deemed to deprive the owner for or affect any rights under the contract which he may otherwise have in respect of such defects or deficiencies in any way relieve the contractor / agency from his obligation under the contract.

1.37 LATENT DEFECTS:

1.37.1 Any equipment or part thereof that develop defects not disclosed prior to the final acceptance by the owner or they are in service upto 12 month or 18 months from the date of receipt of last consignment at site whichever is earlier or for the period specified in the Section – III “Technical Specifications” shall be promptly replaced by the contractor / agency free of Cost and all expenses, transportation and other incidental charge for such replacement shall be borne by the contractor / agency.

1.38 TAKING OVER:

1.38.1 Where the specification calls for Performance tests before shipment and these have been successfully carried out, the plant shall be accepted and taken over when it has been satisfactorily put into operation on site or within one (1) month of its being ready to be put into operation whichever earlier and the Engineer shall forthwith issue a taking over certificate.

1.38.2 In the event of final, any outstanding tests being held over until the plant 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 1.35.

1.38.3 When the specification calls for tests on site, the plant shall be taken over and the taking over certificate is issued immediately after such tests have been satisfactorily carried out.

1.38.4 If for any reason other than the default of the contractor / agency such last mentioned tests on site are not carried out within one (1) month of notice by the contractor / agency to the owner, of the plant being ready for test, the plant shall be deemed to have been taken over as on the last day of such period and payments due to the contractor / agency on taking over shall be made but nevertheless, the contractor / agency shall if called upon to do so by the owner at the owner’s expenses make the said tests during the maintenance period and accept as aforesaid under the same obligation as specified in clause 1.35.

1.38.5 The Engineer shall not delay the issue of any taking over certificate contemplated by this clause on account of minor deficiencies of material or defects in the plant which do not materially affect the commercial safe and efficient use thereof provided that the

contractor / agency shall undertake to make good the same in due course.

- 1.38.6 Such certificate, however, shall be deemed to be on account and shall in no way relieve the contractor / agency from his liabilities and responsibilities in respect of such plant including the satisfactory Performance of the test on completions.

1.39 LIABILITY FOR ACCIDENTS AND DAMAGES:

- 1.39.1 The contractor / agency shall be responsible for loss, damage or depreciation of the plant until the same is taken over under clause 1.38 or is deemed under that clause to have been taken over provided always that the contractor / agency shall not be responsible for any such loss damage and depreciation occurring during such period that the plant is operated by the owner's staff prior to being taken over in accordance with clause 1.38.

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

- 1.39.3 The contractor / agency will indemnify and save the owners harmless against all actions, suits, claims, demands, costs or expenses arising in connection with injuries (other than such as may be attributable to the owner or his employees) suffered prior to the date when the plant shall have been taken over under clause 1.38 hereof by person employed by the contractor / agency or his sub- contractor / agency on the work, whether at common law or under the Workmen'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 insurance to cover such .indemnity.

1.40 MAINTENANCE AND GUARANTEE:

- 1.40.1 Whether or not the equipment has been installed under his supervision, the contractor / agency shall give the following guarantees in respect of the equipment to be furnished by him:-

- (i) All equipment shall be free from any defect due to faulty design, materials and/or workmanship;
- (ii) The equipment shall operate satisfactorily and reliably and the Performance and efficiencies of the equipments shall not be less than the respective guarantee values.

- 1.40.2 The contractor/agency shall guarantee among other things the followings:-

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

If the factory test(s) carried out at site tests arranged by the owner in exercising his option under clause No.1 .27.12 on the material/equipment/plant or part thereof during guarantee period as elaborated at clause 1.37.1 mentioned above, show that the material/plant/equipment does not meet these guarantees as aforesaid. It shall be optional for the owner to reject the material / plant(s) / equipment or part thereof and direct the contractor / agency to at once rectify/replace the material/plant/ equipment so rejected so as to make it meet the guarantee of equipment, to the satisfaction of the owner. All expenses in this connection shall be borne by the contractor / agency.

The replacement/rectification shall be carried out in accordance with clause No. 1.32 (4 to 6).

1.41 MODE OF GUARANTEE:

- 1.41.1 In order to ensure compliance of the provisions contained in clause No. 1.40 the contractor / agency shall be required to furnish the following :-
- 1.41.2 (a) A manufacturer warrantee on Rs.100/- or at the rate prescribed under Rajasthan Stamp Paper Act on Rajasthan State Non-Judicial Stamp Paper in the Proforma prescribed. Such warrantee shall be attested either by a First Class Magistrate or by Notary Public.
- (b) A Bank Guarantee in prescribed Proforma at appendix-VIII of Purchase Manual from any scheduled bank in India for an amount equivalent to 5% of the contract value for established agency / contractor and equivalent to 10% for new agencies / contractors on the Rajasthan State Non-Judicial Stamp Paper for Rs. 100.00 or at the rate prescribed by the GoR Stamp Act time to time duly authenticated by a 1st Class Magistrate or Notary Public or directly confirmed by the issuing banker shall be furnished. Such guarantee shall be valid for a period, specified in clause No.1.40.2.

- (c) The successful bidder is required to furnish 5% or 10% Performance Bank Guarantee (PBG) from the Nationalized/Scheduled Bank and if he does not furnish the same at the time of completion of entire contractual formalities and commences the supplies, then Sr. Accounts Officer (CPC) will make only 95% payment in respect of old and established agency and 90% payment in case of new agency. However, on furnishing Performance Bank Guarantee (PBG) and acceptance letter thereof from the owner, the Sr. Accounts Officer (CPC) will refund the amount deducted towards PBG within a period of 15 days without waiting for any written request from agency/contractor.
- 1.41.3 The contractor / agency shall have to extend the validity period of the bank guarantee if required on intimation from the owner along-with three months' grace period. Such bank guarantee should remain valid upto the last day of the calendar month and be furnished in whole rupees.
- 1.41.4 If for rectification or replacement of any part of equipment for work due to defective materials, manufactured or design the service of the contractor / agency's personnel are requisitioned within the guarantee period, these services shall be made available free of any cost to owner.
- 1.41.5 If it becomes necessary for the contractor / agency to replace or renew any defective parts of the plant under this clause, the provision of this clause shall apply to the parts of the plant so replaced or renewed for six (6) months from the date of such replacement or renewal or until the end of the guarantee period of the equipment as specified in clause no. 1.40.2 whichever may be later. If any defect is not remedied within a reasonable time, the owner may proceed to do the work at the contractor / agency's risk and expenses but without prejudice to any other right which the owner may have against the contractor / agency in respect of such defects.
- 1.41.6 If the replacement or renewal are of such character as may affect the efficiency of the plant, the owner shall have the right to give to the contractor / agency within one (1) month of such replacement or renewal, notice in writing that "tests on completion" be made in which case such tests shall be carried out as provided in clause 1.34 and 1.35 hereof the cost of the tests payable by either parties shall be mutually decided and the decision of the Dy/Add/ Chief Engineer (CPL) shall be final and binding.
- 1.41.7 All replacement or renewals to be carried out by the contractor / agency during the maintenance period shall be subjected to such clause of these general conditions as may be considered reasonable by the Engineer.

- 1.41.8 Until the final certificate has been issued, the contractor / agency shall have the right to entry at his own risk and expense by him-self or his duly authorized representative, whose name shall have previously been communicated in writing to the Engineer, at all reasonable working hours upon necessary parts of the works for the purpose of inspecting the working and the records of the plant and taking notice there from any, if he desires at his own expense making any tests, subject to the approval of the Engineer, that will not be unreasonably withheld.
- 1.41.9. The issue of Engineer's certificate referred to in clause 1.27.7 shall in no way exempt the contractor / agency from the provisions of this clause.
- 1.41.10 At the end of the maintenance and guarantee period, the contractor / agency's liability ceases. In respect of goods not covered by the first sentence of this clause, the owner shall be entitled to the benefit of any guarantee given to the contractor / agency by the original contractor / agency of manufacturer of such goods.
- 1.41.11 The contractor / agency shall indemnify the owner against any infringement of patent rights.

Note :Bank guarantee from the firms located outside Rajasthan may be accepted on non-judicial stamp paper of Rajasthan or stamp paper of their state of appropriate value provided a declaration be given by such firm that the bank guarantee is duly stamped as per Stamp Law applicable in that concerned state.

1.42 **PRICES AND TERMS OF PAYMENT:**

- 1.42.1 The prices shall be quoted for supply and delivery of the stores/ plant FOR destination. The prices shall be quoted in Indian Currency "Rupees only" on variable / firm basis as per requirement of bid specifications.
- 1.42.2 In case of the variable price, the price variation will be allowed as per price-variation formula given in the technical specification / section – III of specification and as per the procedure laid down at clause no. 1.10 of instruction to the bidder.

PRICE VARIATION

- a. Price Variation (PV) payment in a contract, wherever applicable, is released to the agency / contractor on submission of bill along-with the documentary evidence in support of movement of relevant indices. The agency / contractor is also required to submit the PV claims along-with authenticated indices and relevant documents so that payable / recoverable amount, on this account, if any, is regularly paid / adjusted from other payments due to the agency / contractor.

b. In case of downward movement of indices, a situation is often encountered that agency / contractor does not come forward with PV bills / calculations, apprehending considerable recovery on this account. In order to have a check on such occurrences, concerned purchase officer shall keep a close watch on the movement of indices governing contract price adjustments and make constant follow up with the agency / contractor for submission of bills / calculation (irrespective of whether PV is positive or negative). In case the agency / contractor fails to submit details despite reminders issued at an interval of 15 days after the initial demand, then in the case of negative PV, tentative amount shall be provisionally worked out. On the basis of applicable indices and the payment to that extent shall be retained / deducted from the payments due to the agency / contractor.

c. The agency or contractor will furnish the PV claims along with the bill but if he fails to furnish the same then he will provide an undertaking on non judicial stamp paper of Rs. 100/- that there is no negative PV in respect of supply he has made for which he has claimed the payment of bill under reference. The Sr. AO (CPC) may release, payment on receipt of under taking after deducting due and admissible deductions.

1.42.3 The price shall be quoted for plants of Indian manufacturer only, however if due to unavoidable reasons, some imported components are required, the contractor/agency shall indicate the foreign currency required, for import of the components with CIF value, rate of customs duty and exchange.

1.42.4 The contractor/agency shall be entitled to receive payment for imported materials at the exchange rate prescribed by Government of India at the time of bid.

1.42.5 Bill shall be presented by contractor/agency for each item of work separately as per schedule of prices. Subject to any deduction which the owner may be authorised to make in accordance with the terms of the contract, the contractor / agency shall on presentation of bills and the certificate of the Engineer, be entitled to payment generally as follows :-

(i) Where there is no mandatory requirement of testing of material at Central Testing Laboratory (CTL) and type tests after receipt of material in Nigam's stores, 95% payment of the cost of each consignment in case of established contractor / agencies and 90 % payment in case of new agency plus 100% taxes & duties, if payable extra shall be made against receipted challans where contractor / agency does not furnish PBG. However, where there is a mandatory

requirement of CTL testing and type tests after receipt of material in Nigam's stores payment shall be made as per provisions elaborated in technical specifications.

Note : A contractor / agency who has successfully executed three orders of any item in last ten years either in erstwhile RSEB or three Discoms shall be treated as an old and established contractor / agency provided that at least one of the three orders executed shall be of the items(s) for which the bid has been called for and the value of one of the executed order is not less than the value of the order in which the bid has been applied for.

After executing four orders in above conditions, the contractor / agency shall be treated as old and established contractor / agency for future bids irrespective of values of orders to be awarded in future bids.

- (ii) 5% or 10% payment, as the case may be, after ascertaining satisfactory Performance of the material/equipment for the period as per clause no. 1.40.2 subject to completion of the contractual formalities incorporated in the purchase order and after effecting recovery of all dues from the firm/contractor / agency under the contract.
- (iii) In case of successful bidder for furnishing of Performance Bank Guarantee from a nationalized / scheduled bank has been accepted by the competent authority / committee, incorporation of furnishing Performance Bank Guarantee to the extent of 5% or 10% of the total contract value in the Performa appended at Appendix – VIII of Purchase Manual shall be made and in that case the balance 5% or 10% payment can be considered for release earlier on completion of other contractual obligations / formalities incorporated in the purchase order.

1.42.6 The Bank commission charges, if any, shall be borne by the contractor / agency.

1.42.7 In the event, if the request of the successful bidder for releasing 100% value of the equipment with full amount of taxes/duties etc. against presentation of receipted challans accepted by the competent Purchase Authority/Committee, subject to furnishing of Performance bank guarantee and security deposit bank guarantee or composite bank guarantee in prescribed Proforma for a value agreed between the owner and the contractor / agency, the terms of payment clause in the purchase order shall be incorporated accordingly.

1.42.8 Suitable provisions in the purchase order shall be incorporated for the following:-

- (a) In the event of consignment/material for which advance payment has been made is found defective/ damaged/not according to prescribed specification if any, the balance payment will be withheld until the defective material has been replaced or advance payment in respect thereof recovered in full.
- (b) In case any damage, shortage etc. are noticed on receipt of material by the consignee, claims shall be lodged by the consignee with the contractor / agency under intimation to the owner and the payment due or the bank guarantees shall not be released till the claims are satisfactorily settled by the contractor / agency.
- (c) As the Bank Guarantee is to remain valid for the entire currency of the contract including the currency of the contract guarantee period, the contractor / agency should get validity of the Bank Guarantee suitably extended for the amount so as to safeguard the Nigam's interest to cover any extension in the delivery period or guarantee / warranty period or where any claim of the Nigam against him is still pending. It shall be responsibility of the concerned purchasing officer to ensure that the Bank Guarantee is got extended in time, where any officer has been made responsible for the work of Bank Guarantees, it would be the responsibility of the concerned officer to ensure that the Bank Guarantee is got extended in time wherever warranted by circumstances.
- (d) In case of defects/damages etc. are noticed at any time including the guarantee period, claims shall be lodged with the contractor / agency to make good the defects/ damages or replace the material within the reasonable period preferably not exceeding 30 days from the date of notification of defect to the contractor / agency. Upon the contractor / agency failing to do so, the damages/defects may be got rectified by the Nigam and the cost adjusted from the contractor / agency's pending dues and/or security deposit against this or any other contract in force and the balance if any be got made good by the contractor / agency. Alternatively, the Nigam may dispose of the damaged/ defective material and set off the sale proceeds against its claim against the contractor / agency.

1.42.9 MODE OF PAYMENT:

- 1.42.9.1 In case of orders placed by the MM wing, the payment shall be made on completion of contractual formalities and against receipted challans duly verified by the concerned consignee(s) and other documents furnished directly to the Sr. Accounts Officer (CPC).

1.42.9.2. The invoices shall be correctly prepared in four (4) copies in the name of consignee(s), and shall be submitted to consignee who will verify all the copies of invoices / challans in token of acceptance of material in good condition and as per the specification given in the purchase order. The consignee will retain one copy and endorse one copy each to agency and MM wing. Remaining one copy of invoice along-with original challan / bill) will be forwarded to the Sr. Accounts Officer (CPC) For arranging the payment of agency / contractor.

1.42.9.3 the payment of material supplied shall be made by the Sr. Accounts Officer (CPC) on submission of bill as per procedure in clause no. 1.42.9.2 along-with all required documents.

For claiming 100% payment, completion of following formalities is essential :

- (i) Execution of contract
- (ii) Inspection clearance
- (iii) Dispatch instructions
- (iv) Acceptance of SBG or proof of vendor registration in relevant class
- (v) Acceptance of PBG / CBG as the case may be.
- (vi) Furnishing of manufactures' guarantee as per clause no. 1.41
- (vii) Proof of insurance as per clause no. 1.32
- (viii) Indemnity bond regarding negative Price Variation on non-judicial stamp paper of Govt. of Rajasthan of Rs.100/- or at the rate prescribed under Rajasthan Stamp Paper Act
- (ix) Cleared CTL Report & Type test report wherever applicable.

1.42.9.4 Following documents shall be submitted along-with the invoice(s) / Proforma invoice(s).

(a) Sales tax certificate as per Clause 1.33.4.

(b) A certificate regarding inspection in the following Proforma:-

Certified that the material/equipment covered by the Proforma invoice have been inspected and cleared for despatch by the authorised representative of the owner (Inspector's clearance report be enclosed). The inspections for such items have been specifically waived by the owner Vide letter No dated

(c) A certificate/undertaking to the effect that proof of excise duty at actual has been claimed and other relevant , documents for reimbursement of charges paid by the contractor / agency on behalf of the owner have been enclosed with the original invoice.

- (d) A telegraphic / fax intimation about the despatch of material/ equipment shall be given to the consignee(s) and the concerned Accounts Officer.
- (e) Copy of successful test report of samples tested at CTL, Jaipur & Type Test Report of the consigned lots wherever applicable.

1.43 DUE DATE OF PAYMENT:

Payment shall be due and payable by the owner in accordance with the provision of the contract within a reasonable period from the date of receipt of each invoice by the contractor / agency duly supported by a certificate of the Engineer. The owner will take all possible effort to make payment to the contractor / agency generally on 30th day after receipt of duly verified challans / receipts / bill in the office of paying authority (Sr. Accounts Officer (CPC) / Concerned Circle Accounts Officer) and completion of contractual formalities. But in case of delay in payment the owner shall not be liable to pay any interest on the outstanding amount to the contractor / agency.

1.44 DEDUCTION FROM CONTRACT PRICE:

All costs, damages or expenses which the owner may have paid under the contract, for which the contractor / agency is liable, may be deducted by the owner from any some of money due or becoming due by him to the contractor / agency under this or any other contract or may be recovered by suit or otherwise from the contractor / agency. Any sum of money due and payable to the contractor / agency (including security deposit returnable to him) under this contract may be appropriated by the owner and set off against any claim of the owner for the payment of a sum of money arising out of or under any other contract made by the contractor / agency with the owner.

1.45 CERTIFICATES OF ENGINEER AND CERTIFICATE NOT TO EFFECT THE RIGHTS OF THE OWNER OR THE CONTRACTOR / AGENCY:

- 1.45.1 Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in quadruplicate) setting forth in the order of schedule of prices, particulars of the work executed and of the plant supplied and/or plant ready for despatch to the date of claim and the certificates as to such plant and work as in the reasonable opinion of the Engineer in accordance with the contract shall ordinarily be issued within 13 days if possible or (for other than the first payment) within such time of the application for the same as is reasonably necessary for communication with the site.

- 1.45.2 The Engineer may make any correction or modification in any previous certificate which may have been issued by him and payment will be regulated and adjusted accordingly.
- (i) No certificate of the Engineer on account of any sum paid on account by the owner nor any extension of time granted under clause 1.22 shall effect or prejudice the rights of the owner against the contractor / agency either under this contract or under the law or relieve the contractor / agency of his obligation for the due Performance of the contract or be interpreted as approval of the work done or of the material supplied.
 - (ii) No certificate of the Engineer shall create liability for the owner to pay for any alteration, amendments, variation or additional work not ordered in writing by the Engineer or absolve the contractor / agency of his liability for the payment of damaged whether due, ascertained or certified or any sum against the payment of which he is bound to indemnify the owner neither shall any such certificate nor the acceptance by him of any sum paid on account or otherwise effect or prejudice the rights of the contractor / agency against the owner under the contract under the law.

1.46 SUB LETTING OF CONTRACT:

The contractor / agency shall not, without the consent in writing of owner, which shall not be unreasonably withheld, assign or sublet this contract or any substantial part thereof or entrust therein or benefit or advantage whatsoever other than for raw materials for minor detail or for any part of the work of which the makers are named in the contract provided that any such consent shall not relieve the contractor / agency from any obligation duty or responsibility under the contract.

1.47 CORRESPONDANCE:

- 1.47.1 The owner / engineer / consulting engineer shall ordinarily correspond with the bidder/contractor / agency at the address furnished by the bidder /contractor / agency. The bidder/contractor / agency shall ordinarily address all correspondence intended for the purchase to the owner or representative who has invited bid at the address given in the bid notice.
- 1.47.2 All correspondence shall be furnished in duplicate and copies of all the correspondence shall also be endorsed in duplicate to the consulting engineer.
- 1.47.3 All correspondence pertaining to the purchase order in respect of any clarification required on the terms and. conditions, despatch instructions, contract drawing, test certificates, etc should be addressed to the owner.

1.48 CO-OPERATION WITH OTHER MANUFACTURERS AND CONSULTING ENGINEER:

1.48.1. The contractor / agency shall fully co-operate with the owner's other contractor / agencies for associated plant and freely exchange all technical information with them to obtain the efficient and economical design to avoid unnecessary duplication of work or equivalent. No remuneration shall be payable by the owner for such technical co-operation.

1.48.2 The contractor / agency shall also fully co-operate and carry out all reasonable direction of the owner's consulting engineer in technical matters but Nigam's engineer's decision shall be final. No remuneration shall be payable by the owner for such technical co-operation.

1.48.3 The contractor / agency shall forward to the Engineer two (2) copies of all correspondence and drawings so exchanged with other contractor / agencies and the consulting Engineer for coordinating properly. The Engineer and the consulting Engineer shall be provided with two (2) copies each of all correspondence with other contractor / agencies. ,

1.48.4 If any part of the contractor / agency's work depends for proper execution or results upon the work of any other contractor / agency, the contractor / agency shall inspect and promptly report in writing to the Engineer any defects in such work that render it unsuitable for such proper execution and result. His failure to do so shall constitute an acceptance of other contractor / agency's work as fit and proper for the execution of his work, except as to defects which may develop in the other contractor / agency's work after the proper execution of his work.

1.49 ENGINEER'S DECISION:

1.49.1 In respect of all matters which are left to the decision of the Engineer or consulting Engineer as the case may be including the granting or withholding of certificates, the Engineer shall give in writing a decision thereon.

1.49.2 If the contractor / agency neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable orders given to him in writing by the Engineer in connection with the work or contravene the provisions of contract the owner may give notice in writing to the contractor / agency calling upon him to make good the failure or neglect contravention complained of.

- 1.49.3 Should the contractor / agency fail to comply with such notice within a period considered reasonable by the owner from the date of service thereof, in the case of being made good within the time otherwise within such time as may in the opinion of the owner be reasonably necessary for making it good, then and in such case the owner shall have the option and be at liberty to complete the work envisaged in the contract either by himself or his agents or may re-contract at reasonable price with any other person or persons to execute the same or any part thereof and provide any other materials, tools tackle or labour for the purpose of completing the works or any part thereof.

In such event the owner shall without being unreasonable to the contractor / agency, for fair wear and tear of the same be entitled to exercise and take possession and have free use of all materials, tackle, or other things which may be on site for use at any time in connection with the work to the exclusion or any right of the contractor / agency over the same and the owner shall be entitled to retain and apply and balance sum which may otherwise be then due on the contract by him to the contractor / agency such part thereof as may be necessary to the payment of the cost of execution of such work aforesaid.

- 1.49.4 If the cost of executing the work as aforesaid exceeds the balance due to the contractor / agency and contractor / agency fails to make good the defects, the said materials, tools, tackles, construction plant or other things, the property of the contractor / agency as may not have been used up in the completion of works may be sold by the owner and proceeds applied towards the payment of such difference and the cost incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be indicated as balance against the contractor / agency on the certificate of the engineer but when all expenses costs and charges incurred in the completion of the work are paid by the contractor / agency, all such materials, tools, tackles, constructions plant or other things not used up in the completion of the works and remaining unsold shall be removed by the contractor / agencies. If the proceeds of the above sale of the contractor / agency's materials, tools, tackles, construction plant etc. are insufficient to cover the cost of executing the aforesaid work, the balance remaining after crediting the proceeds of such sale shall be recoverable from the contractor / agency by the action of law or operating bank guarantees furnished or security deposits available with the owner.

1.50 DEATH, BANKRUPTCY ETC. :

- 1.50.1 If the contractor / agency dies or dissolve or commit any act or bankruptcy or being a corporation commences to be wound up except for reconstruction purpose or carry on his business under a receiver, the executors successors or other representatives in law of the

state of the contractor / agency or any such receiver, liquidator or any person to whom the contract may become vested shall forthwith give notice thereof in writing to the owner and shall for one (1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the owner but not exceeding the value of the work for the time being remaining relieve unexecuted provided however that nothing above said shall be deemed to relieve the contractor / agency or his successors of his or their obligations under the contract under any circumstances. In the event of stoppage of the work, the period of the option under this clause shall be fourteen (14) days only. Provided that, should the above option be not exercised, the contract may be terminated by the owner by notice in writing to the contractor / agency and the same power and provisions reserved to the owner in clause 1.4 in the event of taking the work out of the contractor / agency's hands shall immediately become operative.

- 1.50.2. At any stage after bidding, the owner shall deal with the agency / contractor only in the name and at the address under which he has submitted the bid. All the liabilities / responsibilities for due execution of the contract shall be of the contractor / agency and in no circumstances; he shall be relieved of any obligation under the contract. The owner may, however at his discretion deal with Agents / Representatives / Manufacturers / Associates / Principals / Sister Concerns and such dealing shall not absolve the contractor / agency(s) from his responsibilities / obligations / liabilities to the owner under the contract. Any change/alteration of name/constitution/ organization of the contractor / agency shall be duly notified to the owner and the owner reserves the right to determine the contract in case of any such notification.

1.51 BRIBES / COMMISSION ETC.

Any bribes, commission, gift or advantage given promised or offered by or on behalf of the contractor / agency or his partners agent or servant or anyone on his or on their behalf to any officer, servant, representative or agents of the owner or any person on his or their behalf, in relation to the obtaining or to the execution of this or any other contract with the owner shall in addition to any criminal liability which he may incur subject the contractor / agency to the cancellation of this and all other contracts and also to payment of any loss or damages resulting from any such cancellation by the owner. The owner shall then be entitled to deduct the amounts so payable from any money otherwise due to the contractor / agency under this or any other contract, any question or dispute as to the commitment of any offence under the present clause shall be settled by the owner

in such a manner and on such evidence of information as he shall think fit and sufficient and his decision shall be final and conclusive.

1.52 NOTICE TO CONTRACTOR / AGENCY:

Any notice to the contractor / agency, may if the owner thinks it fit, be given by registered post to the registered office of the contractor / agency. Such postings shall be deemed good service of such notice and the time mentioned in the conditions for doing any act after notice shall be reckoned from the date on which such notice should reach the contractor / agency in normal course. .

1.53 SUPERVISION OF ERECTION OF EQUIPMENT BY THE CONTRACTOR / AGENCY

All the work shall be carried out under the direction and to the satisfaction of the Engineer. The owner shall have the option to direct the contractor / agency to undertake supervision of erections of equipment, in that case he shall pay to the contractor / agency such sums of money as may be provided under the contract. The contractor / agency shall then be entirely responsible for satisfactory Erection, testing, commissioning and maintenance of the plant, notwithstanding that he may have been assisted by the Engineer in setting out of the same.

1.54 AFTER SALES SERVICES:

The equipment supplied against this order shall be attended to by contractor / agency when referred to by the owner at contractor / agency's expenses within the guarantee period.

1.55 BREAK CLAUSE:

1.55.1 The owner shall in addition to his power under other clause to determine this contract, have power to terminate his liability there under at any time by giving three (3) months (or such shorter period as may be mutually agreed) notice in writing to the contractor / agency if owner's desire to do so upon the expiration of the notice period, the contract shall be determined without prejudice to the rights of the parties accrued to the date of determination but subject to the operation of the following provisions of this clause.

1.55.2 In the event of such notice being given, the owner shall be entitled to exercise as soon as may be reasonably practicable within that period the following power or any of them :-

- (a) To direct the contractor / agency to complete in accordance with the contract all or any articles, parts of such articles or components in course of manufacture at the expiration of the

notice and to deliver the same at such rate of delivery as may be mutually agreed on or in default of contract at the contract rate. All articles delivered by the contractor / agency in accordance with such directions and accepted shall be paid for at a fair and reasonable price assessed on the basis of the contract price when it exists.

- (b) To require the contractor / agency on the receipt of the notice of termination:-
 - (i) Immediately to take such steps as will ensure that the production rate of the articles specified in the schedule and parts thereof is reduced as rapidly as possible;
 - (ii) As far as possible consistent with (i) above to concentrate work on the completion of parts already in a partly manufactured state and
 - (iii) To terminate on the best possible terms such order for material and parts brought out in a partly manufactured or wholly manufactured state as have not been completed, observing In this connection any direction given under paragraph (a) and (b) (i) and (ii) above as far as this may be possible.

1.55.3 In the event of such notice being given, provided the contractor / agency has reasonably performed all the provisions of the contract binding upon him down to the date of the notice.

- (a) The owner may take over from the contractor / agency at a fair and reasonable prices (assessed on the basis of the contract price) of the completed articles all unused, undamaged and acceptable materials, bought-out components and articles in course of manufacture in the possession of the contractor / agency at the expiration of the notice and properly provided by or supplied to the contractor / agency for the Performance of the contract except such material, bought out components and articles which the owner may refuse to take over shall be taken over by the contractor / agency. Provided that in case the materials/components are supplied to the contractor / agency through the intervention of the owner or on his behalf:-
 - (i) The said fair and reasonable price shall be assessed on the basis of cost price of such materials and or components, and
 - (ii) If the contractor / agency elect to retain any materials, bought out components and articles as in this clause provided, he shall settle all claims of contractor / agency in respect of the material and/ or components supplied to him as aforesaid including any claims to any extra charge and shall keep the owner indemnified against the same.

- (b) The contractor / agency shall deliver in accordance with the direction of the owner all such unused undamaged and acceptable materials brought out components and articles in course of manufacture (except as aforesaid) taken over by or previously belonging to the owner and the owner shall pay to the contractor / agency fair and reasonable handling and delivery charges thereof.
- (c) The owner shall indemnify the contractor / agency against any commitments, liabilities or expenditure which in the opinion of the owner are reasonable and properly chargeable by the contractor / agency in connection with the contractor / agency to the extent to which the owner is satisfied that such commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the contractor / agency by reason of the termination of the contract.
- (d) Provided that in the event the contractor / agency not having observed any direction given to him under sub-clause (ii) hereof the owner shall not be liable under this sub-clause pay any sum in excess of those for which the owner would have been liable and the contractor / agency observed that direction.

1.55.4 If in any particular case exceptional hardship arises to the contractor / agency from the operation of this clause it shall be open to the contractor / agency to refer the circumstances to the Engineer who on being satisfied that such hardship exists shall make such allowance if any as in his opinion is reasonable.

1.55.5 The owner shall not in any case be liable to pay under the provisions of this clause or any sub clause which when taken together with any sums paid or due or becoming due to the contractor / agency under this contract shall exceed the total prices of the articles specified in the schedule payable under the contract.

1.55.6 The contractor / agency shall in any substantial order or sub-contract placed or made by him in connection with or for the purposes of this contract take power wherever possible by securing the acceptance of the sub-contractor / agency to terminate such substantial or sub-contract in the event of the termination of this contract by the owner of this clause upon the terms of the forgoing sub-clause of this clause and save only that:-

- (a) The name of the contractor / agency shall be substituted for the purchase, throughout except in sub-clause 3 (c) where it occurs for the second and third times.
- (b) The period of the notice of termination shall be two (2) months or such shorter period as may be mutually agreed upon.

1.55.7 Substantial orders or sublet contracts shall in this context mean orders or sublet contracts of or over Rs. 25,000 (Rupees Twenty Five Thousand only) in value.

1.56 JURISDICTION OF COURT TO DEAL WITH DISPUTES.

1.56.1 The contract shall be governed by the laws of India for the time being in force and be subject to the court of competent jurisdiction (Name of city, (Rajasthan)) India. All disputes, differences, questions whatsoever arising between the owner and contractor / agency upon or in relation to or in connection with the contracts shall be deemed to have arisen at only and no court other than courts at (Name of city, (Rajasthan)) shall have jurisdiction to entertain or try the same.

1.56.2 Settlement committee(s) have been constituted to settle the old disputed purchase cases where the firm(s) do not agree with the Nigam viewpoint and have given their representations.

The settlement committee(s) will be empowered to decide all old disputed cases. The committee is also authorised to settle such cases which are either subjudice or under reference to arbitrator(s) in case firm make formal request in this regard. In case of disagreement amongst committee members, the case with full details shall be put-up before the next level committee for decision.

1.56.3 (a) For settlement, firm shall furnish in writing their representation indicating the details of dispute / grievances along-with requisite settlement fee within a period of 6 months after receiving communication form MM wing giving rise to cause of dispute / grievances. Appeal against any decision of settlement committee can be filed within three months from the date of conveying such decision to the firm.

(b) The requisite fee either in cash / demand draft / pay order to be deposited to the Accounts Officer (MM) Jaipur Vidyut Vitran Nigam Limited, Jaipur along-with detailed representation for various settlement are detailed as under :

(i)	For CE Level Settlement Committee (Cases upto Rs. 2.5 Lacs)	Rs. 1000/-
(ii)	For Nigam Level Settlement Committee (Cases above Rs. 2.5 Lacs) and Appeal against CE level committee	Rs. 3000/-
(iii)	For review of Decision of Nigam level Settlement Committee by BOD	Rs. 5000/-

1.57 CONSTRUCTION OF CONTRACT:

The contract shall in all respects deemed to be and shall be constructed and shall operate as on Indian contract as defined in the Indian Contract Act, 1872 and all payments there under shall be made in Rupees unless otherwise specified.

1.58 ACCEPTANCE OF THE ORDER:

The acceptance of the order shall be conveyed to the concerned Superintending Engineer of M&P wing Jaipur Vidyut Vitran Nigam Limited, Jaipur within ten days of the receipt of the order in the prescribed Proforma failing which it will be presumed that the terms and conditions incorporated in the order have been accepted by the agency/contractor.

1.59 SECURITY DEPOSIT:

1.59.1 In order to secure/assure due fulfillment of the contract, successful bidder(s) on receipt of a preliminary acceptance letter / detailed order as the case may be shall furnish within 15 days a security deposit equivalent to 2% (two percent) of the order value by way of crossed / bank draft / banker's cheque with the payee as stated in the purchase order.

1.59.2 Unless otherwise specifically required to be retained / forfeited by the owner, the security deposit shall be refundable on request of the contractor / agency after three months of completion of the entire supplies to the satisfaction of the owner.

1.59.3 If the contractor / agency fails or neglect to observe or perform any of his obligation under the contract, it will be lawful for the owner to forfeit either in whole or in part in his absolute discretion the security deposit furnished by the contractor / agency. -

1.59.4 No interest shall be payable on such deposits.

1.59.5 The owner on request by bidder/agency may consider to accept security in form of a bank guarantee from a scheduled bank on the Proforma prescribed by the owner at Appendix-IX.

Note : Bank guarantee from the firms located outside Rajasthan may be accepted on the non-judicial stamp paper of Rajasthan or stamp paper of their state of appropriate value provided a declaration be given by such firm that the bank guarantee is duly stamped as per Stamp Law applicable in that concerned state.

1.60 PRICE FALL CLAUSE

1.60.1 The price fall clause shall be made applicable w.e.f. the date of opening of 'Techno-Commercial Bid' of the subsequent tender when the supplies under the running contracts are delayed beyond the overall stipulated delivery schedule as on the date of opening of techno-commercial bid of subsequent tender provided that the agency itself has quoted or accepted lower rates finalized in the subsequent

tender of the same item. In other cases, the price fall clause shall be made applicable w.e.f the date of opening of 'price bid' of the subsequent tender of the same item. If the bidder does not agree for lower rates finalized in subsequent tender, the remaining supplies of running contracts at higher rates as on the date of price bid opening of the subsequent tender will be cancelled as per provisions of price fall clause.

1.60.2 If the stipulated delivery schedule of the running contract expires on the date of opening of techno commercial bid of subsequent tender or thereafter before opening of price bid and bidder himself have quoted or accepted lower rates finalized in subsequent tender, in that case the delayed supplies made during the period of techno-commercial bid opening date and price bid opening date of subsequent tender will be paid at such lower rates finalized in subsequent tender as against current contract price minus recovery towards delay in delivery, if it is so economical to Nigam. Payment equivalent to 10% of the FORD price of the delayed supplies will be withheld till finalization of price of subsequent tender.

1.60.3 In case delivery schedule is already over on the date of opening of Price Bid of subsequent tender:- the pending supplies against previous order as on the date of opening of price bid of subsequent tender shall be accepted at such lower rate, if any, as are quoted/finalized in subsequent tender as against subtracting recovery towards delay in delivery on old rate, if it is so economical and the tenderer agrees to it. If they are not agreeable, supply shall not be taken and order for balance supply shall be cancelled as per provision of the purchase order.

1.60.4 When delivery schedule is not over on the date of opening of Price Bid of subsequent tender:-

(a) If any previous successful tenderer has also participated in a new tender enquiry and quoted or accepted the lower rate finalized in the subsequent tender then pending supply against previous order as on the date of opening of price Bid of subsequent tender shall be taken at the lower rate as is finalized in the subsequent tender.

(b) If the agency has not participated or participated but he is not agreeable to supply the balance quantity at lower rate received in the subsequent tender, the balance supply as on the date of opening of price Bid against previous order shall be acceptable to the extent of ordered quantity as per delivery schedule upto three months (but not

beyond the overall delivery schedule) from the date of opening of price bid of new tender on the following conditions:-

1. The rate will be as per the purchase order against which supplies are to be made within the delivery schedule.
2. The back log, if any, of supplies according to delivery schedule on the date of opening of price bid of new tender shall be acceptable on effecting the recovery towards delay in supply at prescribed rates, if leviable under the circumstances.
3. No supply in excess of quantity as per the delivery schedule during the 3 months period after opening of 'price bid' of new tender shall be acceptable in any circumstances. No preponment of original delivery schedule will be made.
4. the old purchase order(s) in respect of balance un- supplied quantity shall stand cancelled after 3 months from the opening of 'price bid' of new tender.

(c) In case, where subsequent bid is decided at very less intervals and the firm is yet to commence the supply as per the delivery schedule when the revised rates in subsequent bids are received lower, the price fall clause will be made applicable after 3 Months from the scheduled commencement of the delivery schedule in the respective item.

1.60.5 (a) if subsequent tender is decided on differential rates and a firm has also participated in subsequent tender, the price fall clause would be applicable with respect to the price quoted/accepted by the firm in the new tender provided this quoted/accepted price is lower than firm's previous updated price minus recovery towards delay in delivery.

(b) In case, firm has not participated or not agreed to lower rates in subsequent tender, then price fall clause would be applicable with respect to highest differential price, decided under new tender, provided this highest price is lower than firm's previous updated price minus recovery towards delay in delivery.

1.60.6 (a) Price fall Clause of one company would not be applicable to other companies (i.e. not applicable across the five companies), The Price fall cause of the respective company would be applicable within the company only. However the company if deemed appropriate may offer lower rates (counter offer)

received by other company(ies) at the time of finalization of tender.

(b) In case of Discom's common tender, the price fall clause shall be applicable with respect to purchase made in other Discoms for that particular item.

(c) After applying Price Fall Clause, no positive Price Variation will be payable, however, negative price variation, if any, shall be deducted.

1.60.7 For the operation of price fall provision, the rates decided for procurement of material with World Bank assistance will not be considered."

NOTE:- The Price Fall Clause shall be made applicable on the supplies received in the stores on or after the date of opening of Techno-commercial Bid/ Price Bid of subsequent tender, as the case may be.

1.61 DEFERMENT OF DELIVERY:

- a. The owner reserves the right to defer the delivery period as indicated in the purchase order. However the material already manufactured by the agency/contractor upto the time of deferment may be accepted provided contractor/agency provides adequate satisfactory proof of having material manufactured in all respect and ready for inspection and delivery before the date of deferment. For the verification of agency, contention regarding readiness of material (finished goods) should invariably be got verified by MM wing. The period during which the supplies have been so deferred shall not be reckoned as delay in delivery in terms of clause 'Delay in Delivery'.
- b. The deferment of supplies if are to be made, the agency should be informed within 3 days before invariably.
- c. The deferment of supplies should be maximum for one year or upto date of finalizing of new tender whichever earlier.

1.62 REJECTED MATERIAL / EQUIPMENT NOT LIFTED BY THE CONTRACTOR / AGENCY TIMELY:

If the contractor / agency fails to lift the material / equipments declared rejected or any part thereof, from the consignee within a period of 15 days from the date of dispatch of information from the owner, the owner shall be entitled at his option :

- (i) To effect recovery @ 1% per week or part thereof (for actual delay in lifting the material beyond 30 days from the due date of dispatch of information from the owner), subject to a maximum

of 15%. The amount of recovery will be worked out on the basis of Ex-works price of the material indicated in the purchase order. In case where Ex-works prices have not been indicated, then the recovery shall be worked out on the basis of prices as shown in the purchase order.

- (ii) In case a contractor / agency fails to lift the material / equipments declared rejected and any part thereof, from the consignee within a period of 135 days from the date of dispatch of information from the owner, Jaipur Vidyut Vitran Nigam Limited may dispose off such material / equipments declared rejected and any part thereof, upon such terms and in such manner as it deems appropriate, at the risk and responsibility of the contractor / agency.
- (iii) If such material / equipments declared rejected and any part thereof is disposed off through sales, 5% of the sale value liable to be deducted on account of cost incurred in sales proceedings and after deduction, the balance value shall be "Net realized sale value".
- (iv) If such material / equipments declared rejected and any part thereof is disposed off in other manner on 'Nil' price, the actual expenditure incurred in disposal proceedings shall be recovered from the contractor / agency.
- (v) The contractor / agency shall be required to deposit the amount of recoveries finalized within a period of 30 days of receipt of information, failing which the dues shall be recovered from the Net Realized Sales Value or from the financial hold of the contractor / agency available with the Nigam. In case where the amount of recoveries against a firm / contractor / agency exceeds its financial hold / Net realized sales value, the Nigam will be at the liberty to effect such recovery out of the financial hold / pending payments of the contractor / agency available with other successor companies of the erstwhile RSEB.
- (vi) Jaipur Vidyut Vitran Nigam Limited, at its discretion, may allow the contractor / agency to lift the material / equipments declared rejected and any part thereof even after expiry of period of 135 days from the date of dispatch of information from the owner, on contractor / agency's request if material could not be disposed after recovery on a/c of delay in lifting the same as per (1) and after paying amount of recoveries.

JAIPUR VIDUYAT VITRAN NIGAM LIMITED

SECTION-III - PART-1

QUALIFICATION REQUIREMENT

1. **INTRODUCTION:** This section covers the minimum requirement with respect to experience, capability and other particulars of the Bidder to be considered eligible for participation in the bid for the proposed work. The bidder shall become eligible to bid on satisfying the following "Bid Qualifying Requirements" and on production of the required documentary evidence along with the Tender.
2. **BID QUALIFICATION REQUIREMENTS:** -The bidder must possess the following requirements. It is clarified that the offer of those bidders who do not qualify the following requirements shall not be entertained and the same shall be considered as disqualified. It is also intimated that merely meeting the following requirements does not indicate that the bidders shall be short listed for opening of financial bid. The short listing shall be made considering all the technical parameters furnished by the bidder along with the technical offer
 - i. The Service provider should have provided HT TVM / LT TVM / whole current meter reading and data analysis service to any other Utility and the reports of the same may be submitted as proof of execution of the activity.
 - ii. The service provider should have handled / read at least **5000** consumers provided with HT TVM / LT TVM / whole current meter for utility (preferably power) over the last three financial years. Copies of relevant work-orders shall be enclosed as support along with the bid document.
 - iii. The Bidder (Lead member in case of consortium) shall be an accredited ISO certified **utility** service provider.
 - iv. The Bidder should have a minimum Annual turnover of Rs.**3 Crores** during the last three financial years. Turnover certificate supporting the claim may form the part of the tender document.
 - v. The Bidder should not have been disqualified from any other DISCOM for technical incompetence or any violation of code of conduct.
 - vi. Meter manufacturing companies **and their subsidiary companies** shall not bid for this activity as JVVNL intends to analyze the meter data through agencies other than meter manufacturers.
 - vii. Bidder (in case of consortium, the lead partner) should preferably be registered as class-A electrical contractor in any state and/or in union territory of India. Adequate documentary evidence of the same shall have to be furnished. However, for successful Bidder, it shall be mandatory to get registered at its own as class-A electrical contractor in State of Rajasthan before commencing the work. The registration should be valid from the date of start of work and shall remain valid up to 30 days from the date of handing over of the work to Engineer In charge. Agency shall

also furnish the adequate documentary evidence of the same before commencing the work.

viii. As a part of technical evaluation, the bidder shall be required to demonstrate the data analysis software for at least three makes of meters and the bidder may be called upon to demonstrate the methodology to Technical Evaluation Committee.

2. **CONSORTIUM:** Bidder may form the consortium (Not with Meter Manufacturer.).

In case of Joint Venture the Bid is to be evaluated by combination of various purchase orders /G-schedules/work completion certificate related to individual partners.

Bids could also be submitted by a joint venture of two or more firms as partners and shall comply with the following requirements: -

- (i) The bid, and in case of a successful bid the " Form of Agreement, shall be signed by all the partners so as to be legally binding on all the partners;
- (ii) One of the partners shall be nominated as being partner incharge (lead partner) and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- (iii) The partner incharge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partner of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner incharge (lead partner).
- (iv) EMD, Security deposit and performance guarantee of a joint venture must be in the name of the joint venture submitting the bid;
- (v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under (ii) above as well as in the form of bid and the form of agreement (in the case of a successful bid);
- (vi) In the event of any default by any partner/partners of Joint Venture, the other partner/partners shall accept the liability and execute the contract in full.
- (vii) Responsibilities in respect of execution of tendered work by the partner incharge(lead partner) as well as of each Joint Venture partner shall be clearly indicated in the JV agreement.
- (viii) The Joint Venture agreement shall not be cancelled or amended unilaterally without consent of the owner and a statement to this effect should appear in the JV agreement.
- (ix) A copy of the JV agreement entered into by the Joint Venture partners and registered at Jaipur shall be submitted with the bid; Alternatively a letter of intent to execute a JV agreement in the event of a successful bid shall be signed by all partners and submitted with the bid together with a copy of proposed agreement. The JV agreement shall be required to be registered as per law in force of Rajasthan-India before signing of contract in all cases.

- (x) The partner incharge (lead partner) should be responsible for execution of the total requirement. The other partners are also responsible for execution of total requirement. In order for a Joint Venture or consortium to qualify, all partners (combination) must meet the qualification in full as per clause-1 & 2. Failure to comply with this requirement will result in rejection of the joint venture's bid.
- (xi) A firm can submit only one bid in the same bidding process, either individually as a bidder or as a partner of a Joint Venture. A bidder who submits or participates in more than one bid will cause all the bids in which the bidder has participated to be disqualified.
- (xii) Bids from agents are not acceptable in the case of Joint Venture and such bids will be treated as non-responsive.
- (xiii) The Joint Venture should furnish the relevant information and documents as specified under clause-1&2 above and should satisfy the various requirements stated in other clauses also.
THE OFFERS OF BIDDERS NOT SATISFYING THE ABOVE "BID QUALIFICATION REQUIREMENTS" SHALL BE REJECTED.

3 **QUALIFICATION CRITERIA:** Qualification will be assessed upon meeting all the minimum criteria regarding the applicant's general and particular experience, personnel capabilities, infrastructure availability financial position, system proposed, methodology and plans to be adopted as detailed in the Bidder's response to Section IV Part 1. These qualifications possessed by the collaborators or associates of the Bidder are also acceptable, provided an agreement between the Bidder and such collaborator or associate exists or entered into. Merely on the basis of qualifying the requirements as per clause no. 2 of this section does not mean that the bidder is short listed / qualified for opening of financial offer.

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

4 **PERSONNEL CAPABILITIES:** The agency shall ensure that employed personnel are trained and experienced for execution of the contract, so that all activities are carried out in a highly professional and sound managerial manner. As such as possible the agency shall not change the office in charge / nodal officer, frequently.

The bidder shall furnish documents regarding the qualification of the key personnel proposed to be employed by him.

The qualification for such personnel shall not be less than the following:

- Person In charge: Graduate in Electrical / Electronics Engineering/Diploma in Electrical Engineering with 5 years experience in meter testing.
- Other Personnel: ITI / Diploma in Engineering etc. with relevant experience.

JVVNL reserves the right to verify the above at any time.

5. **INFRASTRUCTURE AVAILABILITY:** The bidder should confirm that he will own or have assured access to (through hire, lease, purchase agreement or other measurements) sufficient number of equipments of adequate technology for smooth & speedy execution of all activities of the proposed work. . The bidder should spell out the infrastructure facilities he shall provide for the proposed job.

6. **FINANCIAL CAPABILITY:** The bidder must demonstrate that he has access to or have available required funding at credit or other financial means sufficient to meet the cash now needed in addition to bidder's commitment to other ventures. The cash flow needed shall be assessed by the bidder and indicated in Section IV Part 1 of this bid document.

JAIPUR VIDUYAT VITRAN NIGAM LIMITED

SECTION : III (PART II) GENERAL INFORMATION

1. **WORK AS REQUIRED BY JVVNL:** The work in this tender mainly comprise the monthly meter reading of all those consumers who have been provided with static HT / LT TVMs/whole current meter. The categories of the consumers mainly covered in this category is mainly HT , MIP I & II , large Commercial consumers/other Industrial consumers, however the category of consumer is not constrain to scope of vendor.
The consumers to be read are scattered in 13 different circles in the entire geographical area of Discom. The bidder may note that the job involves extensive traveling to read the consumers in a pre defined time frame.

- 1.1 **AREA:** The area covered under JVVNL in 13 Circles namely as below:

S.N.	NAME OF CIRCLE	NAME OF DIVISIONS
1	ALWAR	CD, DD, Bhiwadi , Bheror , KG Bas & Rajgarh
2	BHARATPUR	Bharatpur, Bayana , Deeg
3	DHOLPUR	CD Dholpur, DD Dholpur
4	DAUSA	Dausa, Bandikui, Lalsot
5	KARAULI	Hindaun & Karauli
6	JCC	CD-I, CD-II, CD-III, CD-IV, CD-V, CD- VI, CDVII
7	JHALAWAR	Jhalawar, Bhawani Mandi
8	BARAN	CD Baran, DD Baran & Atru
9	JPDC	Rural-Jaipur, Rural-Sanganer, Chomu, Sambhar, Shahpura, Dudu & Kotputli
10	KOTA	CD-I, CD-II, DD, Ram Ganj Mandi
11	BUNDI	Bundi-I & Bundi-II
12	S.MADHOPUR	SWM, Gangapurcity
13	TONK	Tonk, Newai

- 1.2 **CIRCLE WISE CONSUMERS** :Circle wise provisional number of consumers of different categories in 13 Circles of JVVNL which provisionally covers under the scope of the contract are as below:

Sr No	Circle	Total Number of consumers with HT TVM LT TVM & WHOLE CURRENT METER
1(i)	ALWAR	2282
(ii)	ALWAR (BHIWADI)	2110
2	BHARATPUR	1139
3	DHOLPUR	662
4	JCC	11721
5	JPDC	3044
6	DAUSA	531
7	KARALI	450
8	KOTA	3744
9	BUNDI	392
10	SWM	895
11	TONK	1185
12	JHALAWAR	955
13	BARAN	824

The numbers of consumers are approximate and actual number may reduce / increase. The agency has to carry out meter reading of all consumers provided with static HT/ LT TVMs/whole current meters in all 13 circles irrespective of quantities defines above.

JAIPUR VIDUYAT VITRAN NIGAM LIMITED

SECTION : III (PART III) TECHNICAL SPECIFICATIONS

1. **Introduction:** JVVNL intends through reputed service providers to download the monthly meter reading of consumers who have been provided with HT TVM / LT TVM / whole current downloadable meter. These types of meters are generally installed in the categories of HT, MIP-I (upto 25hp(18.65KW) to 50hp) & MIP-II categories of consumers, meter reading to respective billing agency and analyze using software tools and submit the reports on various parameters and suggest remedial measures as required to rectify the anomalies/abnormalities observed during the meter reading and analysis of the load survey data. This analysis should facilitate the JVVNL in improving the revenue inflow and to provide a better control in monitoring Industrial / large commercial consumers and the same shall be replicable, scaleable and sustainable.

2. **Scope of Agency:** To take meter reading and load survey through CMRI and analysis of meter data and load survey of all HT / MIP I / MIP II / Large commercial / other Industrial consumers provided with downloadable HT TVM / LT TVM / whole current meter in various circles of Jaipur Discom . It is intimated that the consumers are scattered in the jurisdiction of **13** O&M circles in the entire geographical area of Jaipur Discom. The meter-reading instrument in sufficient quantity is to be arranged by the agency. To overcome the situation of power failure during meter reading & data collection, suitable technical arrangements should be available with the agency so that the work may not be held up.
The reading is to be taken only through Meter Reading Instrument/hand held computer. At present different makes of meters i.e. Secure, L&T, ABB, Datapro, Duke Arniks, **Genus Innovation, Genus Power Infrastructure Ltd and HPL Socomec** etc. are installed on consumer, CMRI so used shall be capable to read such meters. Besides, the billing Para-meters, load surveys and tamper information with analysis of each consumer are to be taken and submitted to the designated officer:

The scope of work is however mainly comprise the following but any other work, which is not specifically mentioned, but essential to complete the work objectives are also in scope of work.

- (i) Master Database Maintenance
- (ii) Meter Reading / Downloading of data through CMRI and handover to designated officer/ billing agency within the specified time period. The billing agency for HT consumer is SE (COMMERCIAL)/ Jaipur Discom, Jaipur and for other consumers respective AEN/ XEN (O&M). The agency may be asked to furnish /submit reading data directly to respective billing agency who are issuing/ printing bills on behalf of JVVNL
- (iii) Uploading of data to Base Computer

- (iv) Wiring Verification by deploying suitable software with the help of suitable software
- (v) Generation of output reports
- (vi) Submission of proposed assessment on account of shortcomings.

3. BRIEFS OF VARIOUS ACTIVITIES

3.1 Master Database Maintenance

- (i) **Updating / Preparing master database:** The agency shall verify/validate the current master database records available with the JVVNL at various offices indicating consumer wise S.No. Of meter, make of meter, year of manufacturing, class of accuracy, ratio of the CT-PT sets make of the CT-PT sets and multiplying factor etc., for each consumer of the categories fall in this specifications. (Running & PDC) indicating name, Address , A/C No. , Sanctioned Contract demand / load for each consumers existing as well as to be released during the contract period.
- (ii) **Maintenance of Database:** The agency shall maintain the record of the meter reading, data collection for each of the area of interest, existing at present & to be released during the contract period and generate suitable reports for JVVNL.

3.2 **Meter Reading / Downloading of data through CMRI** : Agency will take the reading through CMRI from 1st to 4th of every month. The optical port will be accessed by cutting security seal of the optical port, for either which one Engineer from JVVNL will accompanied or the agency will be made authorized to cut the seal of optical port and to seal the optical port after taking the reading. The seals shall be arranged & deployed by agency as per the prevailing specification of JVVNL.

After taking the data of meters the same shall be downloaded to the base computer and if any abnormality is observed during reading the same should be intimated to the JVVNL in writing within **48 Hrs.**

The billing energy data shall be made available to JVVNL/ BILLING AGENCY in the desired format in soft copy as well as in prints in duplicate. In addition to it, agency may be asked to send these data through E-mail to one or more offices, if required.

- (i) Agency shall read / Download data from various makes of meters installed as per the schedule of the JVVNL.
- (ii) Agency shall download the various makes of meters using a rugged Hand Held Computer (HHC) which conforms to CBIP specification TR-111 of May 1997.
- (iii) The meter data will be provided to JVVNL as per their requirement on completion of the activity and the data downloads will be utilized for analysis and generation of reports,
- (iv) **The vendor shall provide polycarbonate seals within quoted price on optical port of meter, as per JVVNL specification, Specifications of polycarbonate seals will be provided to successful bidder.**

- (iv) If any abnormalities / non communicating meters are found during the course of meter reading, the same shall be intimated to the concerned authority of the JVVNL within 48 hours.
- (v) To carry out meter reading of meter installed at consumers, in some of the cases the meter is installed at 33KV/132KV Sub-stations through CMRI
- (vi) All the billing parameters include KWH reading, KVAh reading, KVA reading and power factor, the load surveys include hourly analysis of demand, power and tamper analysis.
- (vii) Taking meter reading through CMRI upto 4th of every month and down loading with base computer.
- (viii) Downloading of instantaneous parameters and load survey data from the meter with the help of CMRI (upto 4th of every month).

3.3 **Uploading of CMRI data in base computer** : Data downloaded throughout the day would be uploaded into the respective base computer software and the raw data would be archived.

3.4 **Wiring verification** : There is a definite need to unambiguously identify phase sequence, phase association and CT polarity for the metering equipment, as most of the faults result in recorded energy being reduced to less than 50%.

To identify correct phase sequence, phase association and CT polarity for the metering equipment agency shall provide software for the wiring verification which shall be capable to identify all possible fault conditions, including combination of faults. The verification is carried out automatically and the results are achieved.

There are so many fault conditions, which can be encountered like below:-

- (i) Red PT missing
- (ii) Yellow PT missing
- (iii) Blue PT missing
- (iv) Red phase current missing
- (v) Blue phase current missing
- (vi) Red CT polarity reversed
- (vii) Blue CT polarity reversed
- (viii) Red & Blue CTs interchanged
- (ix) Phase sequence reversed condition.
- (x) The wiring verification software, offered by Agency shall be comprehensive and takes into account all possible fault conditions, including combination of faults.
- (xi) The verification shall be carried out automatically and the results to be archived. JVVNL however will provide instantaneous parameters, viz voltage, current and phase angles to be made available in a specific format as suggested by Agency so that the same can be interfaced with their wiring verification software.

- 3.5 Generation of wiring verification & load survey reports / output reports through software** : The following output reports need to be generated by the Agency using Electronic Meter Data Conversion, Analysis and Report Generation software to be developed / developed by the Agency :
- (A) **Load Survey Analysis:** Agency shall study the load survey of each consumer and shall submit the load survey report of each consumer with the following features:-
- I **Date wise Report:** (Ref Annexure 1):In this report Agency should provide consumption, Maximum, Minimum and average power factor of the consumer on daily basis. Using this report JVVNL shall observe the consumers daily activities.
 - II **Contract Demand / Sanctioned Load Violation:** - (Ref Annexure 2)
 - (a) This report shall show the ½ hour slots for which contract demand / sanctioned load has been exceeded.
 - (b) This will be helpful to the JVVNL for assessing the Penalty charges for the exceeded percentage of the contract demand violation made by the consumer.
 - (c.) The consumer demand pattern shall be analysed by the JVVNL in case of repeated violations and fresh demand based on the assessment can be recommended for the consumer which will result in efficient load management of the Substation.
 - III **Blackout and No load Demand Reports:** - (Ref Annexure 3)
 - (i) Black Out report will show the ½ hour slots for which power was not available at the consumers end.
 - (ii) No load Report will show the ½ hour slots for which power was available but consumer meter shows no load.
 - (iii) This will help the JVVNL to analyse the period of power failure in any industry and the no load period of the industry.
 - IV **Power factor Profile** (Ref Annexure 4)
 - (i) This report should provide a detailed description of the power factor of all individual consumers in different slots varying from less than 0.5 to greater than 0.9 where we can have the brief description of Load pattern.
 - (ii) This will help the JVVNL in encouraging the good consumers and penalizing consumers falling below the target limits. The JVVNL for effecting power factor corrective measures may counsel continuous erring consumers.
 - V **Load Utilization pattern Report.** (Ref Annexure 5): This report will give the details of the consumers load utilized as <20% of CD, 20 to 40% of CD, 40 to 60% of CD, >60% of CD during general shift and other than general shift.
 - VI Comparison of energy consumed as per load survey during the reporting period with energy consumed as per billing parameters.(Ref Annexure 6) :To crosscheck the Energy value recorded in the meter with that of Load survey data.
 - VII Comparison of consumption pattern / recorded demand of the industry of same pattern. (Ref Annexure 7): In this report Brief description profile of the consumption and demand pattern of consumers to be provided.

- VIII **Usage Index** (Ref Annexure 8)
- (i) Load Factor(Average demand / contract demand)
 - (ii) Average Demand / maximum Demand
 - (iii) Maximum demand / contract demand
- IX **Reports of the consumers having fall in consumption as compared between,** (Ref Annexure 9)
- (i) Current month consumption
 - (ii) Last month consumption
 - (iii) Last year current month consumption
 - (iv) Using this we make the comparative analyses of the consumption of the industry.
- X **Tamper Events** (Ref Annexure 10) : The tamper events logged in the meter would be analyzed and the following fault conditions would be segregated with remarks: -
- (i) Potential Missing of individual phase, two phase or all phases
 - (ii) Current Missing of individual phase, two phase or all phases
 - (iv) Current unbalance
 - (v) Neutral Disturbance
 - (vi) Power failure tampers
- XI **List of Defective Meters:** (Ref Annexure 11):Agency shall also deliver the report the cases of defective meters, such as,
- (i) RTC Problem
 - (ii) MF Correction
 - (iii) Seal Tampered
 - (iv) Meter Bypassed
 - (v) Direct Supply
 - (vi) CT Missing
 - (vii) PT Missing
- XII **Transaction report.** (Ref Annexure 12)
- XIII **Instantaneous Report** (Ref Annexure 13): Used for wiring verification
- XIV List of consumers read through CMRI.
- XV List of consumers whose meter did not communicated with CMRI.
- XVI **Summary Report:** (Ref Annexure 15): This Report consists of the following Inputs:
- (i) List of HT/ MIP / commercial Consumers
 - (ii) List of HT and LT CT operated special consumers
 - (iii) Details of Meter Make and Type
 - (iv) No Tamper Events in the Tamper Register
 - (v) No Transaction Events
 - (vi) Unbalance Current
 - (vii) Line Current Exceeded Rated Current
 - (viii) Low Monthly Power Factor
 - (ix) Maximum Demand Exceeded Contract Demand
 - (x) Class 1.0 Static Meters
 - (xi) List of Meters Abnormal Tamper Events recorded
 - (xii) Defective Meters
 - (xiii) Sum of No Load and Black Percentage
 - (xiv) more than 5% of Total Slots

- (xv) Load Analysis of Higher CMD Services
- (xvi) Meter Changed Cases

XVII **Submission of data output reports and remedial action.**

The agency shall furnish the billing parameters to the designated billing agency/ officer and obtain receipt from there. The other reports along with one copy of billing parameters and receipt of billing parameters from the designated billing agency/ officer shall be furnished to the Executive Engineer (M&P) Concerned.

3.6 **Preparation of provisional assessment.**

The agency shall propose provisional assessment on the account of tampers & defective metering equipment as per provision of TCOS-2004, prevailing practices of JVVNL & various circulars issued by commercial wing from time to time along with output reports. The agency shall furnish the assessment to the Executive Engineer (M&P) Concerned who will further check the assessments prepared by agency and take action as per prevailing rules of Nigam.

- 4 **Total consumers:-** As per clause no. 1.2 of Section III part II of the specification This Numbers are tentative and may increase or decrease. However all the consumers who have been provided with the static HT / LT TVMs in the entire area of Jaipur Discom. as per the list / name of consumers to be furnished by concerned SE (O&M) / M&P.

It may be noted that the quantities mentioned in the price schedule is for bid evaluation purpose only . However , the payment shall be made as per the actual work made by the agency during the claim month.

5 **Specifications for Data Conversion, Analysis & Report Generation**

SOFTWARE : It is envisaged that the vendor shall deploy a suitable software at all requisite locations with Base Computer system enabling generation of various output and analysis reports through software only. The software should have following features:

- (i) General: The following are the introduction & deficiencies observed in the existing legacy system of meter reading:
 - (a) Introduction of existing system: The basic features of existing metering system and related functions are:
 - The meters store Billing, Load-Survey and Tamper data in the memory for 45 days.
 - The meters are fitted with IEC 1107 / ANSCI / PACT/ DLMS protocol compliant optical ports for data downloading using Common Meter Reading Instrument (CMRI).
 - The CMRI is loaded with meter-manufacturer specific software for downloading the data from the meter memory to CMRI memory.
 - The meter data from the CMRI memory is transferred to Base Computer System (BCS) hard-disk via standard RS-232 communication cables.

- The meter data is analysed using meter-manufacturer specific BCS software.
- (b) Deficiencies of existing System: The following problems are being encountered in the existing system:
- The meter-manufacturer specific BCS software do not generate all the reports required by the utility.
 - The billing data is not provided in the format, which can be directly interfaced with the utility billing software.
 - The analysis of load-survey data of two industries with different makes of meters become difficult due to non-standard formats adopted by different meter manufacturers.
- (c.) **Requirement of Software** : In order to overcome all the above deficiencies and to provide a unified approach in data handling, it is proposed to develop software capable of
- Conversion of various formats of data of various meter manufacturers to a common format.
 - Provide easy interface to JVVNL's billing software, to avoid any manual intervention in handling of high revenue data.
 - Generate all reports required by JVVNL, using the common format data, to avoid dependencies on meter manufacturer.
 - The software should be compatible with the following makes of meters, available with the utility:
 - Secure
 - L&T
 - Duke Arnics (now Havells)
 - Datapro
 - ABB
 - Genus Innovation Ltd.
 - Genus Power Infrastructure Ltd.
 - HPL Socomec Ltd.
- (d) Software Specifications: The software should be capable of primary functions like:
- Accept Billing, Load-Survey and Tamper data, generated by respective meter manufacturer's Base Computer System (BCS) software in ASCII format.
 - The data format in different proprietary formats should be converted to a Common Data Format. The CDF should be well documented and submitted to the utility.

- All required reports should be generated from only CDF files.
- Billing Data Report: The application should be capable of generating the current billing and billing history data from the ASCII file of billing data. The billing data should be provided in the format, as defined by the utility, and should interface with the utility HT billing system without any manual intervention. The format of the billing report is as given in Annexure 1.
- Load Survey Reports: The application / software should be capable of generating the following reports using the Load Survey data, as obtained from the ASCII file from BCS of respective meter manufacturer:
 - Management Summary Report (MSR): The MSR would contain the complete history of both demand and energy for a particular period, date-wise. The various reports to be generated under MSR are:
 - Date-wise report: This report provides daily energy consumption in kWh, maximum & minimum demand kVA and average power factor for the day. Also, the date and time of maximum & minimum demand and best power factor achieved over the reporting period is also given.
 - Blackout & No-Load status: This report contains information about blackout slot value for both consumer and sub-station end by day-wise contains information about no-load slot values and black-out slot values on daily basis.
 - Exceeded Contract Demand: This report contains information about the demand violation along with max kVA, peak-hour violation and closing day on daily basis.
- Load Analysis Report: The Load Analysis report represents the overall statistical analysis of group of industries with respect to their Load Utilization, Usage Index and Power factor in various ranges. This report will aid the utility in characterizing industries manufacturing similar or identical products. Also, many anomalous conditions in respect of violation of Contract Demand can be analysed. The various reports to be generated under this category are:
 - Load Utilization: The load utilization figures for periods during General Shift and outside shift hours are given in this report. The various load utilization periods of less than 20%, 20 to 40%, 40 to 60% and more than 60% for both the General and Outside-General shift hours are given.
 - Usage Index: This report contains details about Contract Demand, Maximum Demand and Average Demand. Also, ratios of AD/CD, AD/MD and MD/CD are given to give a picture of extent of violations, if any.

- Power Factor Report: The power factor profile is generated from the kVA and kVAh values of load survey data. The durations of periods for which the power factor was in the range of less than 0.5, 0.5 to 0.7, 0.7 to 0.9 and more than 0.9 is tabulated. This report would benefit both the utility and the consumer to assess the penalties due to low power factor and effect measures to improve the same.
 - Consumption-Demand Graph: With the available monthly consumption and demand data in the database, these graphs should be plotted. This graph would reveal abnormal variations between consumption and demand. Also, effect of seasonal variations can also be observed from these graphs.
 - Load Survey Graph: Daily consumption in terms of half-hour periods to be plotted for the period of reporting. This graph would reveal most of the anomalous conditions in consumption pattern and would greatly help the utility in detecting abnormal conditions very easily.
 - Consumer Profile: This report contains details of Consumer Number, Meter number, Name, address, contact person, phone number, fax no., website etc.
6. **Time Frame:** To avoid the delay in issuing the energy bills to the consumers and delay in revenue realisation it is essential that the agency must adhere with the time frame prescribed.
- a) **The reading of HT consumers is to be taken upto 4th of the month and billing parameters are to be send to the concerned billing agency by 5th of each month.**
 - b) **The reading of MIP consumers located at Urban & Municipal town Head Quarters is to be taken upto 5th of the month and billing parameters are to be send to the concerned billing agency by 6th of each month.**
 - c) **The reading of MIP consumers located other than Urban & Municipal towns is to be taken upto 7th of the month and billing parameters are to be sent to the concerned billing agency by 8th of each month.**
 - d) **The other reports as per the tender specification so generate are to be furnished by 15th of each month to the following in Hard & Soft copies:**
 - i) **XEN (O&M) concerned.**
 - ii) **XEN (M&P) concerned.**
 - iii) **SE(O&M) concerned.**
 - iv) **SE(M&P) Jaipur.**

7 **Inputs to be provided by the JVVNL:**

- (I) Feeder wise list of consumers along with complete details / data base of existing consumers consisting the details of installed CT-PT set with Sr

- No, ratio, class and burden along with S.No., make, type, class of HT TVM. Up-to date reading, multiplying factor for each consumer.
- (II) CMRI software & BCS software for different makes of electronic meters installed on consumers.
 - (III) Interface cable for different type of meters, for connecting the CMRI & Meters.
 - (IV) List of consumers directly fed through 400/220/132/66/33 KV sub-stations and location of their meters.
 - (V) List of consumers lying disconnected, for which monthly readings are not applicable/required.
 - (VI) Copy of JIR for new connections release during the month.

8 Penalty / Liquidate damage: In case of delay in sending the billing parameters to the billing agency, the penalty @ Rs.500/- per day per meter for 2 days and thereafter Rs.1000/- per day per meter **“The maximum penalty in case of not taking the reading and communicating to the billing agency shall be Rs. 2000/- per consumer per month, however if reading is not taken by the agency even after 3 days of stipulated period the same shall be taken by the concerned XEN and no payment for such consumer(s) shall be made to agency, and maximum penalty shall be deducted from the bill of agency considering unexecuted work.”**

For the load surveys and other output reports if the delay is occurred, a penalty of Rs.25/- per day per consumer shall be levied from the agency. In case of any error in the reading observed no payment shall be made and a penalty @ Rs. 150/- per case shall be levied.

It is clarified that in case the installed meter does not communicate with CMRI but display is available, manual reading shall be arranged, for which only 50% payment shall be made.

In case of such event concerned XEN (O&M) will be intimated within 48 Hrs. In case of the Display is also not available and reading cannot be made manually, no payment shall be made, the report of such event shall be communicated to concerned XEN (O&M) within 48 hrs.

If such report is found false during subsequent testing by JVVNL, a penalty of Rs.1000/- per false report shall be charged.

9 Term of Payment / Mode of Payment : Bills for monthly payment shall be submitted to the concerned XEN(O&M) by 15th of each month ,along-with the receipt of billing parameters from the designated billing agency/officer , who after verification the bill, send the same to AO (O&M), JVVNL _____, for arranging payment. 95%-billed payment shall be released within 30 days from the date of receipt of bills and balance 5% shall be retained as per performance deposit and shall be released after 3 months, of completion of one year contract and so on .

- 10 **OUT PUT REPORTS:** The agency shall generate output reports and furnish the same as per the enclosed annexures 1 to 16.
- 11 **STANDARDS OF PERFORMANCE :** The agency shall manage the system in an efficient manner according to the highest standards. The standards of performance, particularly for the following parameters shall be worked out by the Agency following the data furnished in reply to Section IV part 2 got approved from the JVVNL and followed thereafter:
- ❖ Maintenance of Database on a monthly basis.
 - ❖ Promptness and regularity of meter readings.
 - ❖ To generate suitable out put reports.
- 12 **RECORDS MAINTENANCE:** The agency shall maintain such records as are required for the purpose of verification of the same, if required, for a period six months after the completion of the contract.
Make available its management at all reasonable times to discuss with JVVNL the operations of the agreements and related matters.
- 13 **COMMENCEMENT OF WORK:** The vendor shall commence the work as per the specification within 30 days from the receipt of verified billing data from the concerned XEN (O&M) of JVVNL.

ANNEXURE-2**MAXIMUM DEMAND EXCEEDED CONTRACT DEMAND**

In the following cases Maximum demand exceeded the contract demand more than 5%.

1. HT Consumer

S. No.	A/C No.	Name of consumer	Meter No.	CD(KVA)	MD(KVA)

2. MIP & NDS Consumer.

S. No.	A/C No.	Name of consumer	Meter No.	CD(KVA)	MD(KVA)

ANNEXURE-3.

NO LOAD & BLACK OUT REPORT.

S.No.	CMRI /SANDS Ref. No.	A/c No.	Consumer Name	Meter No.	No load slots %	Black out slots %

ANNEXURE-4.

POWER FACTOR PROFILE.

S.No.	CMRI /SANDS Ref. No.	A/c No.	Consumer Name	Meter No.	% of slots less than 0.5PF	% of slots between 0.5-0.7PF	% of slots between 0.7-0.9PF	% of slots more than 0.9PF

ANNEXURE-5

LOAD UTILIZATION REPORT.

S.No.	CMRI /SANDS Ref. No.	A/c No.	Consumer Name	Meter No.	General Shift (9.00 AM – 5.00 PM)				Outside General Shift (Remaining duration)				
					% of slots <CD 20%	% of slots between 20-40% CD	% of slots between 40-60% CD	% of slots >CD 60%	% of slots <CD 20%	% of slots between 20-40% CD	% of slots between 40-60% CD	% of slots >CD 60%	

ANNEXURE-6.

ENERGY COMPARISON.

S.No.	CMRI /SANDS Ref. No.	A/c No.	Consumer Name	Meter No.	Energy calculated through billing data with MF	Energy calculated through load survey data with MF

ANNEXURE-7.

INDUSTRY WISE CONSUMPTION PATTERN

S.No	CMRI /SANDS Ref. No.	A/c No.	Consumer Name	Meter No.	Type of Industry	Supply Voltage(KV)	Contract Demand (KVA)	MF	Consumption (KWh)	Utilization Factor (KWh/KVA)

ANNEXURE-8.

USAGE INDEX

Sr. No	Agency Ref. No.	A/c No.	Consumer Name	Meter No.	MF	CD	MD	AD	AD/CD	AD/MD	MD/CD

ANNEXURE-9.

CONSUMPTION COMPARISON

Sr. No	Agency Ref. No.	A/c No.	Consumer Name	Meter No.	Current Consumption	Last month consumption	Last yr. consumption of the current month

ANNEXURE-10.

TAMPER EVENT

Sr. No	Agency Ref. No.	A/c No.	Consumer Name	Meter No.	Type of tamper	No. of events recorded upto the month	No. of events recorded during the month

ANNEXURE-11.

METER FAULTY

Sr. No	Agency Ref. No.	A/c No.	Consumer Name	Meter No.	Supply voltage (KV)	CD (KVA)	MF	Remarks
								Erratic Value Maximum Demand recorded in the Billing Parameter of BCS on last Month. So meter Replacement is recommended
								Erratic Value Active Energy recorded in Export Mode.

ANNEXURE-12.

TRANSACTION REPORT.

Sr. No	Agency Ref. No.	A/c No.	Consumer Name	Meter No.	Transaction recorded upto the month	Transaction events recorded during the month

ANNEXURE-13.

TRANSACTION REPORT.

Sr. No	Agency Ref. No.	A/c No.	Consumer Name	Meter No.	MF	Phase Sequence	Phase type	R Phase Voltage (KV)	Y Phase Voltage (KV)	B Phase Voltage (KV)
1	2	3	4	5	6	7	8	9	10	11

R Phase line current (Amp.)	Y Phase line current (Amp.)	BPhase line current (Amp.)	R Phase Active current (Amp.)	Y Phase Active current (Amp.)	B Phase Active current (Amp.)	R phase PF	Y phase PF	B Phase PF	Average PF	Active Power
12	13	14	15	16	17	18	19	20	21	22

ANNEXURE-14.

WIRING VERIFICATION REPORT.

Sr. No	Agency Ref. No.	A/c No.	Consumer Name	Meter No.	Meter make	Meter type	Interval period	Phase sequence	RTC	Wiring status
1	2	3	4	5	6	7	8	9	10	11
										OK
										No load condition

Summary Report

GAA Address :

Period:

To

Annexure-15

SI No.	Description	No Of Consumer	Remedial Solution
1	Total No of Consumers in Study		
2	No Tamper Events in the Tamper Register		
3	No Transaction Events		
4	Line Current Exceeded Rated Current		
5	Low Monthly Power Factor		
6	Maximum Demand Exceeded Contract Demand		
7	Class 1.0 Static Meters		
8	Abnormal Tamper Events Recorded Under Load Condition for Longer Period		
8.a	Load Imbalance		
8.b	CT Failure		
8.c	PT Missing		
9	Defective Meters		
10	Sum of No Load and Black out Percentage more than 5% of Total Slots		
11	Higher Contract Demand Services whose Load Utilization, most of the time less than 20% of Contract Demand		

ANNEXURE-16.**PROPOSED PROVISIONAL ASSESSMENT**

Sr. No	Consumer Name	Particulars	Amount Assessed	Remarks
1	2	3	4	5

JAIPUR VIDYUT VITRAN NIGAM LIMITED
SECTION – IV- PART – 1

QUALIFICATION AND GENERAL PROFILES DETAILS
(To be submitted in duplicate)

To,
The Superintending Engineer (M&P)
Jaipur Vidyut Vitran Nigam Ltd.,
Chambal Power House Premises
HawaSarak, JAIPUR-302 019.

SUB: MONTHLY METER READING ALONG WITH LOAD SURVEY, LOGGING OF TEMPER EVENTS, WIRING VERIFICATION AND THEIR ANALYSIS WITH COMMON METER READING INSTRUMENT (CMRI) OF VARIOUS CATEGORIES OF CONSUMERS METERED WITH STATIC HT / LT TRIVECTOR METER AND WHOLE CURRENT METER IN DIFFERENT AREAS OF JAIPUR DISCOM COMPRISING OF 12 DISTRICTS & 13 O&M CIRCLES. TN-M&P-3

Dear Sir,

We have procured the bid documents for subject cited work against your TN M&P-3. We are submitting our proposals in duplicate each with complete set of enclosures. We are quoting for circle (name of circle(s) to be mentioned) The details asked for are being furnished in accordance with the following:

GENERAL PROFILE OF THE BIDDER

T	NAME & COMMUNICATION DETAILS
A	Full legal name of the firm.
B	Year of establishment
C	Registered Office Address.
D	Address for Correspondence.
E	Telegraphic Address.
F	Telephone No.
G	E-Mail Address.
H	Fax Number.
I	Authorized person (s) to be contacted.
J	Names and Addresses of the Proprietors/ Partners/Consortium Members.
K	Type of the firm Private limited/Public limited/Government sector
L	Whether registered under companies act or any other act
M	Registration No & Date

2	ORGANIZATIONAL CAPABILITIES (To Conform Personnel's capabilities as per clause no 1(IV), 3 & 4; section III-part 1):
A	Field organization and resources for the proposed job
B	Personnel capabilities (name, qualification, experiences, association with firm and competence of the key personnel's /professionals staff to be deployed for the assignment
C	Details of infrastructure to be deployed (attached separate sheet)
D	Details of the consultants if employed for the proposed job
3	COLLABORATION DETAILS: To Conform qualifying requirement as per clause no 2 of section III-part 2):
A	Details of collaboration or consortium arrangement envisaged, if any, with a copy of agreement.
	Name & address of Collaborators, Licensers or Consortium or consortium Member
	Period of collaboration envisaged
	Details of involvement and responsibility of Collaborator or consortium member
	FINANCIAL DETAILS: (To Conform qualifying requirement as per clause no, 1. (III) & 5 of section III-part 1):
	Enclose copies of Audited Balance Sheet and Profit and loss accounts for the past three years.
	EXPERIENCE (To Conform qualifying requirement as per clause no 1 (I), 1 (II); section III-part 1):
	Give detailed write-up on experience meter reading and data base maintenance of consumer's Verification/validation and updating of consumer database & maintenance of database regularly including related data collection. Generation of test results and relevant information. .
	Mention size and type of the consumer network
	Enclose copies of order so executed/orders in hand
	SYSTEM PROPOSED (To Conform various clause of system features; section III-part 2
	A write-up on the methodology to be adopted for the proposed work
	List of CMRIs and other instruments along with technical specification to be deployed for the proposed work
	Number and qualification of the personnel's to be deployed for the proposed work
	Details and formats for generation of various out put reports to be furnished to JVVNL on regular interval.
	Brief specification of software to be deployed
	GUARANTEED PERFORMANCE

	Verification/validation and updating of consumer database & maintenance of database regularly including related data
	Proportion of satisfactory reading of meters out of total targeted meters installed at site.
	Generation of output reports to enable supervision and monitoring of status and performance of the meters installed at consumers premises.
	Compliance sheet of specification
	OTHER DETAILS
	Whether application has been made to any other state/undertaking for similar venture
	If yes, Name and details of the venture. Total Resources involved, Mode of raising finance Current status of the venture
	Any other information bidder may like to highlight
	Details of the Inputs desired from JVVNL
	VALIDITY
	120 days from date of opening of Part-A bid

We understand that JVVNL reserves the right to invite detailed proposals from any private entrepreneur-company; irrespective of the fact whether the company or entrepreneur has been pre-qualified. We also understand that the JVVNL reserves the right to reject any or all of the bids without assigning any reason thereof. We agree to abide by all the conditions governing the bids and decisions of the JVVNL.

Encl: As above

Thanking you,

Yours faithfully,

Name: _____
(Authorized Signatory)

JAIPUR VIDYUT VITRAN NIGAM LIMITED
SECTION – IV -PART – 2
FINANCIAL OFFER
(To be submitted in duplicate)

To,
The Superintending Engineer (M&P)
Jaipur Vidyut Vitran Nigam Ltd.,
Chambal Power House Premises
Hawa Sarak, JAIPUR-302 019.

SUB:- MONTHLY METER READING ALONG WITH LOAD SURVEY, LOGGING OF TEMPER EVENTS, WIRING VERIFICATION AND THEIR ANALYSIS WITH COMMON METER READING INSTRUMENT (CMRI) OF VARIOUS CATEGORIES OF CONSUMERS METERED WITH STATIC HT / LT TRIVECTOR METER AND WHOLE CURRENT METER IN DIFFERENT AREAS OF JAIPUR DISCOM COMPRISING OF 12 DISTRICTS & 13 O&M CIRCLES. TN-M&P-3

Dear Sir,
We are submitting our financial offer in duplicate as follows:

Sr No	Circle	Total Number of consumers with HT TVM LT TVM & WHOLE CURRENT METER	Monthly charges per consumer for the work as per the specifications	Total charges for 3 yrs
1(i)	ALWAR	2282		
(ii)	ALWAR (BHIWADI)	2110		
2	BHARATPUR	1139		
3	DHOLPUR	662		
4	JCC	11721		
5	JPDC	3044		
6	DAUSA	531		
7	KARAUJI	450		
8	KOTA	3744		
9	BUNDI	392		
10	SWM	895		
11	TONK	1185		
12	JHALAWAR	955		
13	BARAN	824		

THE ABOVE RATES INCLUSIVE OF ALL TAXES AND DUTIES AS PER THE PREVAILING RATES.

Name _____
Authorized signatory.

Commercial Terms & Conditions

Bidder's Name & Address:

To

The Superintending Engineer (M&P),
Jaipur Vidyut Vitran Nigam Limited,
Chambal Power House, Hawa Sarak,
Jaipur – 302019

Dear Sirs,

Sub : Confirmation for "No Deviation" in Commercial terms & conditions of package No. JPD/SE/M&P/ TN-M&P-3

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

Date :

Place :

(Signature).....

(Name).....

(Designation).....

(Common Seal).....

Technical Terms & Conditions

Bidder's Name & Address :

To

The Superintending Engineer (M&P),
Jaipur Vidyut Vitran Nigam Limited,
Chambal Power House, Hawa Sarak,
Jaipur – 302019

Dear Sirs,

Sub : Confirmation for "No Deviation" in Technical terms & conditions of package No. JPD/SE/ M&P / TN-M&P-3

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

We also confirm that tendered material shall be procured from vendors approved by JVVNL and shall be conforming to various requirements of relevant ISS/Specification/orders and as per design and drawing approved by the Nigam.

Date :

(Signature)

Place :

(Name)
(Designation)
(Common Seal).....

SCHEDULE-3

Qualification Requirements Details

Bidder's Name & Address :

To,
The Superintending Engineer (M&P),
Jaipur Vidyut Vitran Nigam Limited,
Chambal Power House, Hawa Sarak,
Jaipur – 302019

Dear Sirs,

We hereby declare that we are qualified for bidding in reference to "Qualification Requirements" of the bidding documents TN-M&P-3 and submit the following certificate(s) /documents in support of the above :-

- 1.
- 2.
- 3.

Note: Furnishing of certificate of a registered chartered Accountant certifying fulfillment of specified qualification requirements is essential .

Date:

(Signature).....

Place :

(Name).....
(Designation).....
(Common Seal).....

SCHEDULE-4

List of Past Experience

Bidder's Name & Address :

To,
The Superintending Engineer (M&P),
Jaipur Vidyut Vitran Nigam Limited,
Chambal Power House, Hawa Sarak,
Jaipur – 302019

Dear Sirs,

We have completed /executed the orders of Turn-key packages/Labour contracts successfully as per details given hereunder:-

S.No.	Details of ordered work	Order No. & Date	Name & details of ordering utility	Date of commencement
1	2	3	4	5

Date of completion	Contract value of ordered/executed work	Whether order executed as per stipulated work completion schedule or not	Remarks
6	7	8	9

Note: Certificate(s) of competent authority of the utility for satisfactory execution of stated works are to be furnished along-with this schedule.

Date:

Place :

(Signature).....

(Name).....

(Designation).....

(Common Seal).....

SCHEDULE-5

List of Equipments and Technical Hands

Bidder's Name & Address :

To,
The Superintending Engineer (M&P),
Jaipur Vidyut Vitran Nigam Limited,
Chambal Power House, Hawa Sarak,
Jaipur – 302019

Dear Sirs,

We hereby declare that we have sufficient men & machinery for successful execution of work against this tender enquiry ,the details of which are given as under:-

Note:The details of manufactures from whom the required material conforming to requirement of ISS/ specification shall be bought ,are also to be indicated.

Date:

(Signature).....

Place :

(Name).....

(Designation).....

(Common Seal).....