



JAIPUR VIDYUT VITRAN NIGAM LIMITED
Office of Superintending Engineer (M&P)
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SECTION-II

GENERAL CONDITIONS OF CONTRACT

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

1.0 **DEFINITION OF TERMS**

- 1.1 In constructing these general conditions and the annexed specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction.
- 1.2 The "JVNL" shall mean the JAIPUR VIDYUT VITRAN NIGAM LTD represented by Managing Director and shall include their legal personnel, representative, successors and assignees. The "Nigam" or "Customer" or "Owner" shall mean the "JVNL".
- 1.3 The "Bidder" shall mean and include one or more persons or any firm or any Company or Body incorporate who has submitted the Bid in response to "Invitation To Bid"/"Tender Notice".
- 1.4 The "Contractor" or "Agency / Service Provider" shall mean the Bidder/Tenderer whose Bid/Tender has been accepted by the NIGAM and shall include the Bidder's heirs, legal representative, successors and assignees approved by the NIGAM.
- 1.5 The "Sub-contractor" shall mean the firm or the persons named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the NIGAM and shall include his heirs, legal representative, successors and assignees approved by the NIGAM.
- 1.6 The "Chairman" shall mean the Chairman, RAJASTHAN DISCOMS, Jaipur and "MD" shall mean Managing Director, JAIPUR VIDYUT VITRAN NIGAM LTD, Jaipur.

- 1.7** The "Engineer" shall mean the Chief Engineer or other Engineer or officer for the time being or from time to time duly authorized and appointed in writing by the NIGAM to act as Engineer or Inspector for the purpose of the contract. In case where no such Engineer has been so appointed, the word "Engineer" shall mean the NIGAM or his duly authorized representative.
- 1.8** "Plant ", "Equipment", "Materials", "Stores", "Works", shall mean and include the plant and materials to be provided and work or works to be done by the Contractor under the Contract.
- 1.9** The `contract' shall mean and include the following:
- I. Invitation of Bid.
 - II. Instructions to Bidders.
 - III. Bid Form including schedule of prices.
 - IV. Cost of Tender Specification and Earnest money receipt/security guarantee.
 - V. Letter of Intent and its acknowledgement.
 - VI. Bank Guarantee for security and performance / obligations.
 - VII. Formal work order.
 - VIII. Guaranteed test performance and warranty.
 - IX. General Conditions of Contract.
 - X. Erection Condition of Contract.
 - XI. Special instructions.
 - XII. General Technical Conditions and specification.
 - XIII. Site conditions.
 - XIV. Specification, specific conditions, schedules and annexures.
 - XV. Addenda which may hereafter be issued by the NIGAM, to the Contractor in the form of letter and covering letters and schedule of prices as agreed between the Contractor and the NIGAM.
 - XVI. The Agreement to be entered into under Clause 5 of this section.
- 1.10** The "Specification' shall mean the specification, specific conditions annexed to the General Conditions of Contract and the schedules thereto, if any.
- 1.11** The month shall mean, English calendar month i.e. period of 30 days and week shall mean a period of 7 days.
- 1.12** The "Site" shall mean the place or places named in the Contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.
- 1.13** The "Place of delivery" shall mean the place of delivery at which the Contractor/ Supplier is responsible to deliver the materials at the contract price.
- 1.14** The "Test of completion" shall mean such tests as are prescribed in the contract to be made by the Contractor before the Plant is taken over by the NIGAM as per the General Conditions.
- 1.15** "Commissioning" shall mean the satisfactory operation of the plant or equipment specified herein, after all necessary initials checks,

adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and the plant has been in continuous and unrestricted commercial use specified for at least thirty (30) days or as otherwise.

- 1.16** "Letter of Intent" shall mean the NIGAM's letter conveying his acceptance of the Bid subject to such reservations as may have been stated therein.
- 1.17** The "Contract price" shall mean the sum named in or calculated in accordance with the provisions of the Contract/purchase or any amendments thereto.
- 1.18** "Formal work order" shall mean the Owner's letter which may be issued in the way of letter of intent containing detailed terms and conditions of the work and such other particulars which the owner may like to convey the Contractor/supplier pending execution of a formal written agreement in accordance with clause 5.0 of this section.
- 1.19** The Consignee shall mean and include the Asstt. Controller of Stores, Store Superintendents and or any other officer / official of the JAIPUR VIDYUT VITRAN NIGAM LTD all over jurisdiction of JVVNL, performing the duties of the consignee.
- 1.20** "Commercial Use" shall mean that use of the work which contract contemplate or which it is to be commercially capable.
- 1.21** "Writing" Shall include any manuscript, type written or printed statement under or over signature or seal as the case may be.
- 1.22** The Word "Codes" shall mean the Indian Boiler Regulation and rules made there under with such special modifications which may be agreed upon by the Chief Inspector of Boilers, Rajasthan from time to time which shall also include the Indian Electricity Rules, IS Code of practice and Factory Rules and Regulations applicable in the State of Rajasthan on the date of issue of the letter of intent or such modifications thereof as may be specially stipulated by competent State authorities i.e. Electrical Inspector and Chief Inspector of Factories, Rajasthan.
- 1.23** Words importing "PERSON" shall include firms, companies, corporation and other bodies whether incorporated or not.
- 1.24** Words importing the singular only shall also include the plural and vice versa where the context requires.
- 1.25** Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Sale of Goods Act (No.III of 1930), fulfilling that in the Indian Contract Act (Act IX of 1872) and falling that in the General clauses Act 1897 including amendments thereto.
- 1.26** When the words "approved", "subject to approval", "satisfactory", "Equal to", "proper", "Requested", "as directed", "where directed", "when directed", "determined by", "accepted", "permitted" or words and phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of the owner/engineer.
- 1.27** 'Works', shall mean and include the supplying of equipment, labour and services, as per the technical specifications and complete

erection, testing and commissioning of the equipment including all transportation, handling, unloading and storage at the site as defined in the contract, intended to be executed on a supply and erection basis.

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

- Drawings furnished by the Owner/Consultant to the Contractor during the progress of the work ; and
- Engineering data and drawings submitted by the contractor during the progress of the work provided such drawings are acceptable to the engineer.

2.0 **CONTRACT**

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

3.0 **SCOPE OF CONTRACT**

- 3.1** The scope of the contract including the testing and sealing of various categories of consumers provided with Single Phase / Three Phase Whole Current Meter of different makes and types in accordance with the specification and documents of the work.
- 3.2** The General terms and conditions mentioned herein shall form a part of the specification and documents.
- 3.3** All the works covered by the contract shall be in accordance with the Indian Electricity Act 2003 and RERC (Metering) Regulation, 2007 with the latest amendments and the Indian Electricity rules 1956 made there under.

4.0 **CONTRACTOR TO INFORM HIMSELF FULLY**

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

5.0 **CONTRACT DOCUMENTS AND AGREEMENTS**

The order placed under this specification shall be governed by the terms and conditions as incorporated in this section of the Specification and as given in the detailed work order and its annexure(s). The terms and conditions as specified in this section if differ from the terms indicated in the detailed work

order and its annexure(s) the latter shall prevail. The contract shall for all purposes be construed according to the Laws of India and subject to jurisdiction of Rajasthan Courts only. For the due fulfillment of the contract, the contractor shall execute an agreement in the prescribed form Annexure-B (GCC) on Rajasthan State Non- judicial stamp paper bearing stamp duty as applicable. The expenses of completing and stamping the contract agreement shall be borne by the Contractor. Such agreement shall be executed and signed by the competent authority of the contractor on each page thereof. The original copy is only to be executed on the stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement form along with the contract documents together with a 'Power of Attorney' in favour of the Executants shall be required to be returned to the owner within a period of 15 days from the receipt of order duly signed on each page. One copy of the executed agreement duly signed by the purchaser/owner shall be sent to the supplier for his reference. The contract documents shall mean and include the following:

- 1) Contract agreement along with letter of Intent.
- 2) Work order and its annexures.
- 3) Instructions to bidders Part-I Volume-II.
- 4) Bid proposal form and its schedules including price schedule.
- 5) General Conditions of Contract Part-II Volume-II.
- 6) General Technical Conditions and Specifications Volume-I.
- 7) Power of Attorney in favour of the signatory.

6.0 COMPLETENESS OF CONTRACT

The work shall be complete in every respect as detailed in the specification unless included in the list of excluded items. The contractor shall not be eligible for any extra payment in respect of which are needed for the safe handling of the metering equipment as required by applicable codes only as per contract, and they may not have been included specifically in the contract.

7.0 SECURITY DEPOSIT

7.1 In order to secure/assure due fulfillment of the contract, the successful Bidder(s) upon receipt of preliminary acceptance letter/detailed work order as the case may be shall furnish within a period of 15 days a security deposit equivalent to 5% (five percent) of the contract value in cash or by crossed Bank Draft or by way of Bank Guarantee from any scheduled Bank acceptable to the owner on a Rajasthan State Non judicial stamp paper of Rs. 100.00 duly authenticated by a 1st Class Magistrate or notary public or directly confirmed by the issuing Banker. Such Bank Guarantee should be valid for a minimum period of 24 months from the date of receipt of award with claim period of six months. If required by the NIGAM, the validity of the Bank guarantee shall have to be further extended for such period as desired. The B.G. is to be furnished in whole Rupees with validity up to last day of required calendar month. Bank commission charges or any other charges, if any, shall be to the Contractor's account. "In case of invocation of Bank guarantee issuing Bank must authorize for entertaining the case at the sister branch located in Rajasthan". The Bank guarantee must be from any Nationalized/Scheduled Bank.

- 7.2 Unless otherwise specifically required to be retained/forfeited by the NIGAM, the Security deposit shall be refundable on request of the contractor after three months on completion of the entire work to the satisfaction of the NIGAM.
- 7.3 If the contractor fails or neglect to observe or perform any of his obligations under the contract, it will be lawful for the NIGAM to forfeit either in whole or in part at his absolute discretion, the Security deposit furnished by the contractor.
- 7.4 No interest shall be payable on such deposits.
- 7.5 If the contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the NIGAM shall be entitled to make other arrangements at the risk and expenses of the contractor and the Earnest money deposited by the Contractor shall stand forfeited by the NIGAM.

8.0 **ASSIGNMENT AND SUB-LETTING OF CONTRACT**

- 8.1 The Contractor may, after informing the engineer and getting his written approval assign or sublet the contract or any part thereof other than for raw materials, for minor details or any part of the plant for which makes are identified in the contract. Suppliers of the equipment not identified in the contract or any change in the identified supplier shall be subject to approval by the engineer. The experience list of the equipment vendors under consideration by the contractor for this contract shall be furnished to the engineer for approval prior to procurement of all such items/equipments. Such assignment / sub letting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of Engineer shall be void.
- 8.2 For components/equipments procured by the Contractors for the purposes of the Contract, after obtaining the written approval of the owner, the contractor's purchase specifications and enquiries shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plans called for from the vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the vendors quality control organization, the relevant reference documents/ standards used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendor shall be discussed and finalized in consultation with the engineer and shall form a part of the work order / contract between the contractor and the vendor. Within 3 weeks of the release of the same work order / contracts for such bought out terms/ components a copy of the same without price details but together with detailed specifications, quality plans and delivery conditions shall be furnished to the engineer by the contractor.

9.0 **CONTRACT PRICE**

- 9.1 The lump sum price with details of price of each item as mentioned in price schedule of the bid (Schedule-8) with additions & deletions as may be agreed before signing of the contract for the entire scope of the work shall be treated as the contract price.

9.2 Prices agreed by the bidder and subsequently termed as contract price shall remain firm and no price variation shall be allowed

10.0 **CHANGE OF QUANTITY**

The owner reserves the right to increase or decrease the quantities of items or groups of items as specified in the accompanying technical specifications as may be necessary, during the execution of the contract. However, as per the requirement of the field officers actual quantity may vary in percentage during the currency of contract.

The quantities of no. of consumers to be tested will depend up to the following factors:-

- (i) The consumers who wants to get the meter tested.**
- (ii) The information based on the meter reader reports(form no. A-30)**
- (iii) The AEN(O&M) & above concerned / other higher authorities to desire the testing of meter in the interest of Nigam.**
- (iv) Besides this the agency will scrutiny the binders / ledger of concerned O&M subdivision and check the consumers whose consumptions fall below 30% bills & 6 billing cycles (monthly) with the concern of subdivision officer. The reasons of testing along with test reports such consumers should be intimated to concern AEN(O&M) subdivision within three days. However in case of any abnormality observed it should be immediately convey to AEN(O&M)/ (Vigilance) concern telephonically.**

However in any case the number of circle wise consumers would not exceed more than the ordered numbers.

11.0 **DEDUCTION FROM CONTRACT PRICE**

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

12.0 **CERTIFICATION OF COMPLETION OF WORKS**

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

of such certificate. The Engineer shall also notify the contractor of any defects in the works affecting substantial completion (within twenty one days of completion) to the satisfaction of the Engineer of the works and making good any defects so notified.

13.0 INSURANCE

13.1 The Agency at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect his interest and interest of the JVVNL against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the JVVNL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of contract shall be of Agency alone. The Agency's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Agency shall be in a joint name of the JVVNL and the Agency. The Agency shall, however, be authorized to deal directly with Insurance Company or companies and shall be responsible in regard to maintain of all insurance covers. Further the insurance should be in freely convertible currency.

13.2 The agency shall obtain accident liability insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during course of operation carried out by him for the purpose of complying with his contractual obligations thereof. It shall indemnify JVVNL against any claim from such employees or damage to property what- so- ever while these arise out of or in consequences of the execution of works, operation and all activities to be performed till the successful completion of contract shall be to the account of the agency. The agency shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer to title shall not in any way relieve the agency of the above responsibilities during the period of contract. The agency shall provide the JVVNL with copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted to the JVVNL immediately after such insurance coverage. The agency shall also inform the JVVNL in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.

13.3 All costs on account of insurance liabilities covered under the contract will be on agency's account and will be included in contract price. However, the JVVNL may from time to time during the pending of the contract, ask the agency in writing to limit the insurance coverage, risks and in such cases, the parties to the contract will agree for a mutual settlement, for reduction in contract price to the extent of reduced premium amount. The agency, while arranging the insurance, shall ensure to obtain all discounts on premium, which may be

available for higher volume or for reasons of financing arrangement of the project.

- 13.4** The Clause entitled 'Insurance' under this section covers the additional insurance requirements for the portion of the works to be performed at the site.
- 13.5** The agency shall take necessary insurance against loss, damage, fire, accidents and damages occasioned by the agency in the course of operation carried out by him for the purpose of complying with his contractual obligations thereof.
- 13.6** The insurance as per clause 13.1& 13.2 shall be in the joint names of the JVVNL and the agency so that the JVVNL and the agency are covered for the entire period of contract from the commencement of the contract and shall remain valid up to 30 days from the date of the works completed in all respects to the concerned Superintending Engineer (O&M).
- 13.7** It will be the responsibility of the agency to lodge, pursue and settle all claims (for all the equipment and materials including items provided by JVVNL) with the insurance company in case of any damage, loss, or fire and the JVVNL shall be kept informed about it. The losses, if any, will have to be borne by the agency if the claims are not lodged and pursued properly in time or if the insurance company does not settle the same.
- 13.8** The agency shall replace the lost/-damaged materials promptly irrespective of settlement of the claims by the underwriters and ensure the work progresses as per the agreed schedule(s).
- 13.9** The agency shall also ensure the following: -
- The insurance premium should be one time paid basis.
 - Deductible franchise should be minimum as per insurance rules. In case of any loss to the extent of deductible franchise, the same shall be borne by the agency.
 - The insurance should be valid from the date of start of work and shall remain valid up to 30 days from the date of completion of the work to the concerned Superintending Engineer (O&M).
 - Insurance policy shall be in joint name of Jaipur Vidyut Vitran Nigam Limited and agency.
 - The agency shall furnish computerized and stamped insurance policy. Insurance cover shall not be acceptable.
 - A copy of insurance policy shall invariably be furnished to the Nodal officer.
 - Insurance policy shall be taken from Jaipur based office of Nationalized Insurance Companies.

13.10 THIRD PARTY INSURANCE:

The contractor shall if and so far as the contract provides indemnify the JVVNL against all losses and claims in respect of injury or damage to property what- so- ever while these arise out of or in consequences of the execution of works and against all claims proceedings, damages, costs, charges, expenses what- so- ever in respect of or in relation

thereto. Accordingly the contractor shall before commencement of execution of the works insure against his liability for material or physical damage, loss or injury which may occur to property including that of the JVVNL, or to any person including any employee of the JVVNL, by or arising out of the execution of the works in carrying out of the contract.

13.11 REMEDY ON CONTRACTORS FAILURE TO INSURANCE:

If the contractor shall fail to effect and keep in force insurance referred to in clause 12.1 to 12.3 hereof or any other insurance which he may be required to effect under the terms of contract then the JVVNL may effect and keep in force any such insurance and pay such premium(s) as may be necessary for that purpose and from time to time deduct the amount so paid by the JVVNL as aforesaid from any money due or which may become due to the contractor or recover the same as debt from the contractor.

14.0 LIABILITY FOR ACCIDENTS AND DAMAGES

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

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

14.3 The Agency will indemnify and save harmless the JVVNL against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the JVVNL or his employees) suffered prior to the date when the plant shall have been taken over hereof by persons employed by the agency or his sub-agency on the work, whether at common law or under the workman's compensation Act.1923 or any other statute in force at the date of contract relating to the question of the liability of employees for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurances to over such indemnity.

14.4 The agency shall insure against such liabilities with an insurer approved by the Engineer and shall continue such insurance, during the whole of the time that any person(s) are employed by him on the works and shall when required produce to the engineer or the Engineer's representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-agency, the agency's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-agency shall have insured against the liability in respect of such persons in such manner that the Engineer is indemnified under the policy, but the agency shall require such sub-agency to produce to the

Engineer or the Engineer's representative, when required, such policy of insurance and the receipt for the payment of the current premium.

15.0 DELIVERY AND TIME FOR COMPLETION

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

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

16.0 DELAY IN COMPLETION

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

(a) to effect recovery for delay in completion of ordered works as per clause no. 11 of Technical Specification Volume-I Part-II.

(b) to get completed from elsewhere without giving notice to the contractor on his account and risk, the work not executed without canceling the contract for the work not yet due for completion.

(c) to cancel the contract or part thereof and if so desired, to get the work completed /executed at the risk and cost of contractor.

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

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

17.0 FORCE MAJEURE CONDITIONS

17.1 If at any time during the continuance of the contract the progress in whole or in part is prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or any acts of Gods (herein after referred to as events), then provided, a notice and adequate proof of production/ dispatch/ execution having suffered on account of these events, is given within 21 days from the day of occurrence thereof, the provisions of sub-para of this clause shall not be invoked by the owner, provided further that the execution under the contract shall be resumed, as soon as practicable after such event(s) has/ have ceased to exist and the decision of the owner as to whether

execution so resumed or not, shall be final and conclusive, provided further that in case the strike/lockout prolongs beyond a period of 30 days the contractor shall immediately inform about it to the owner, in which case the owner reserves the right to procure the material /equipment/ get the work on order or part thereof executed from any other source at the risk and cost of the contractor.

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

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

18.0 **CONTRACTOR'S DEFAULT**

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

18.2 In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 16.0 of this section.

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

19.0 **DELAYS BY OWNER OR HIS AUTHORISED AGENT**

In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorized agents, then the contractor shall be given due extension of time for the completion of

the works, to the extent such omission on the part of the owner has caused delay in the contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the **ADDL. CHIEF ENGINEER (M&P, DSM), JAIPUR VIDYUT VITRAN NIGAM LIMITED, Jaipur shall be final.**

20.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

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

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

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

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

21.0 HANDING OVER ON TERMINATION

The contract agreement shall require the parties to cooperate in handing back the facilities, records, and database and in good working order to owner after termination of agreement.

Upon termination of the agreement, the agency's authority to act in the area shall immediately cease.

22.0 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.

23.0 FALL BACK ARRANGMENT

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

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

24.0 ENFORCEMENT OF TERMS

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

25.0 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

26.0 CHANGE OF NAME OF THE BIDDER/CONTRACTOR

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

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

27.0 **CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR**

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

28.0 **SETTLEMENT OF DISPUTES**

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

28.2 The JVVNL has constituted settlement committee to settle the disputed cases. For the disputed amount up to **Rs2.5 Lac the case may be referred to the CE level settlement committee and if the disputed amount is more than Rs.2.5 Lac the case shall be referred to the corporate level settlement committee. The non refundable fees for referring the case to the settlement committee are as given below:**

- i) Reference fee for CE level settlement committee - Rs.300/-**
- ii) Reference fee for corporate level settlement committee-Rs.3000/-**
- iii) Fee for review of cases by corporate level settlement committee- Rs 5000/-**

28.3 The settlement committee fees as shown above or prevailing at that time shall be deposited in cash with the **Accounts Officer (JPDC), JVVNL, Jaipur** and shall furnish receipt thereof with a request for referring their disputes to the settlement committee for consideration/ decision.

29.0 **AGENCY'S RIGHTS**

The agency will be given rights to operate in the area during the agreement period for carrying out the work of testing of single phase and three Phase whole current meters and sealing at site, which shall cease to exist on completion of the said period or on termination of the contract.

The Agency's rights in the area will be as an agent of JVVNL for site testing of the electromagnetic and electronic meter installed at the consumer premises.

30.0 NOTIFICATION:

JVVNL shall complete formalities towards due notifications to all parties involved about the site testing and data collection of the consumer and meters at site and other relevant data from concerned circle Superintending Engineer (O&M) and the authority of the Agency to act on behalf of JVVNL.

31.0 LANGUAGE AND MEASURES

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

32.0 RELEASE OF INFORMATION

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

33.0 COOPERATION WITH OTHER CONTRACTORS AND ENGINEERS

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

34.0 ACCEPTANCE OF CONTRACT

The successful bidder will be forwarded three sets of letter of award, two of which will be signed (each page) by him/his authorized representative in token of his accepting the contract and returned to the authority placing the order within 15 days of its issue, failing which, his EMD is liable to be forfeited.

35.0 COMMENCEMENT OF WORK

The agency should start the work within 30 days from the date of receipt of work order for calculation of penalties / work completion period this date shall be recorded.

36.0 SUSPENSION OF WORKS

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

37.0 POWER TO VARY OR OMIT WORK

- 37.1** No alterations, amendments, omissions, suspensions or variations of the work (hereinafter referred to as variation) under the contract as detailed in the contract documents, shall be made by the contractor except as directed in writing by the engineer but the engineer shall have the full powers subject to the provision hereinafter contained from time to time during the execution of the contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract. The contractor shall carry out such variation and be bound by the same conditions as far as applicable as through the said variation occurred in the contract documents. If any suggested variations would, in the opinion of the contractor if carried out, prevent him from fulfilling any of his obligations or guarantee under the contract, he shall notify the engineer thereof in writing and the engineer shall decide forthwith, whether or not the same shall be carried out and if the engineer confirms his instructions, contractor's obligations and guarantee shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.
- 37.2** In the event of the engineer requiring any variations, such reasonable and proper notice shall be given to the contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any , drawings or pattern made or work done require to be altered, a reasonable and agreed sum in respect thereof shall be paid to the contractor.
- 37.3** In any case in which the contractor has received instructions from the engineer as to the requirements of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the contractor involve a claim for additional payments the contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the engineer to that effect, but the engineer shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the engineer.
- 37.4** If any variation in the works results in reduction of contract price the parties shall agree, in writing for the same, before contractor proceeds further.
- 37.5** In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the engineer shall prevail.
- 37.6** Notwithstanding anything stated above in this clause, the engineer shall have the full power to instruct the contractor in writing during the execution of the contract to vary to quantities of the items or groups of items in accordance with the provisions of clause entitled change of quantity in section INB of this Volume II. The contractor shall carry out such variations and be bound by the same conditions, and the said variations occurred in the contract documents. However the contract price shall be adjusted at the rates and the price provided for the original quantities in the contract.

38.0 RULES & REGULATIONS

The job shall be carried out as per the rules, regulations and other details for meter reading, data collection as prevailing in Terms & Conditions of Supply, which shall be made available to the agency. These rules and regulations may be modified by JVVNL from time to time and would be intimated to the Agency.

The Agency will also follow the labour regulations and the directions of Government and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time.

39.0 COMPLIANCE OF LABOUR LEGISLATION

The tenderer shall discharge its liability of employer/ contractor in respect of personnel to be engaged for service, as said out in EPF and MP Act, 1952 ESI Act, 1948 (in ESI implemented area), workmen's compensation act, 1923 (in non ESI implemented area) contract labour (R&A) Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948 etc. The tenderer is required to get separate code under the provision of EPF and ESI Acts, if not already taken and deposit the employer's contribution along with employee subscription, as per rule and submit copy of challans at the time of claiming payment, as per clause 28, failing which an amount equivalent to employer's contribution and employees subscription shall be deducted from his each bill and deposited with the concerned authorities. The tenderer shall be solely responsible for any consequences arising out of breach of any legislation.

40.0 ELECTRICITY RULES AND REGISTRATION

All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made there under applicable in the State of Rajasthan on the date of letter of intent with such special modification thereof as may be specially stipulated by competent State Authorities i.e. The Chief Electrical Inspector of Rajasthan.

Bidder (in case of consortium, the lead partner) should be registered as class-A/B 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 (in case of consortium, the lead partner), it shall be mandatory to get registered as class-A/B 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.

41.0 GOVERNING LAWS AND JURISDICTION

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

42.0 JURISDICTION FOR LEGAL PROCEEDINGS

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

43.0 DEFENCE OF SUITS

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

44.0 SAFETY OF SYSTEM

The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of meter books and other documents and records transferred to it and developed later. These documents and records shall be maintained in updated condition and handed over back to JVVNL in good working order on completion of the contract. Agency shall make well to JVVNL any loss suffered by it due to default of the agency in this respect.

45.0 GRAFTS AND COMMISSIONS ETC.

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

46.0 CONDUCT OF AGENCY'S STAFF

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

47.0 LIEN

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

48.0 MAINTENANCE OF FACILITIES AND PERSONNEL

FACILITY: The Agency shall maintain all requisite facilities of its own as required to carryout site testing and sealing of meters installed at the consumer premises including emergency testing as desired by JVVNL on

priority within two days, 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.

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 JVVNL with proper staff, & facilities and 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 Testers	Sufficient manpower to achieve minimum guaranteed performance minimum ITI in Electrical or Wiring trade.
Office Staff	Adequate manpower to handle data base, its updating and maintenance and generate information

The personnel shall have experience as mentioned in Volume-I Part-II of the bid.

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.

49.0 NODAL OFFICER

To interact between the field offices and agency, The Superintending Engineer of respective O&M Circle will act as a Nodal Officer. Similarly, the agency shall communicate the name of the authorized person(s) for each circle that would act as a Nodal Officer(s) from its side.

50.0 NON-ASSIGNMENT

Neither party may assign nor transfer any of its rights and obligations under the Agreement to any person without the other party's consent.

51.0 INSPECTIONS AND TESTING

51.1 The Assistant Engineer (O&M) shall on giving two days notice in writing or over telephone 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 testing 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.

51.2 The Assistant Engineer (O&M) 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 testing at site and for testing the selected samples (not less than 1%) from the meters already tested by the agency. The agency shall provide all requisite facilities for the above.

52.0 **LIMITATION OF LIABILITIES**

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

53.0 **TAXES, PERMITS AND LICENCES**

The contractor shall be liable and pay all imported items/equipment taxes, duties, levy, lawfully assessed against the owner or the contractor in pursuance of the contract. In addition the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property only. This clause shall be read in conjunction with clause 18.0 of Section INB.

54.0 **TERMS OF PAYMENTS**

The terms of payment for the work carried out are detailed herein-

54.1 The payment to the contractor for the monthly bill raised against actual work carried out during each month shall be made by the concerned Accounts Officer (O&M), JVVNL on the basis of value of bill(s) submitted after fulfillment of the following contractual formalities:

- (a) Acceptance of letter of award and signing of Contract Agreement.
- (b) Submission of Security Deposit Bank Guarantee as per clause no 7.0 above of this section.

54.2 The agency will be entitled to get payment as follows :-

- (a) 95% payment of monthly billed amount shall be released on or after 30 days from the date of receipt of invoices in the office of A.O. (O&M).
- (b) balance 5% of each monthly bill shall be retained for performance deposit. The payment of balance retention 5% of each monthly bill shall be made after 3 months of successful completion of contract period in all respect, on recommendation of Superintending Engineer (M&P), JVVNL, Jaipur after seeking satisfactory performance report from concern O&M circle office in which the work has been executed. However, no payment shall be released in case of failure of contractor to discharge their obligations during performance period.

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

55.0 **MODE OF PAYMENT**

55.1 The agency shall furnish the monthly bills sub-division wise to the respective Assistant Engineer (O&M), who after verification the same will send the invoice/bill to the Executive Engineer (O&M) for countersign and then to the Superintending Engineer (O&M) .

55.2 The Superintending Engineer (O&M) & Executive Engineer after countersigning such duly verified invoice/bill would send the same to the circle A.O. (O&M)

55.3 The circle A.O. (O&M) after receiving the verified and counter signed invoice/ bills from the Superintending Engineer (O&M), will arrange the payment directly to the contractor as per provision of clause 54.0.

55.4 The payment of 5% of retentions amount from monthly bill(s) shall be made after 3 months of successful completion of contract period in all respect as per provision of clause 54.0.

56.0 **BANKRUPTCY**

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

57.0 **FURTHER CORRESPONDENCE**

57.1 The correspondence related to bid and purchase/work order shall be made with the Superintending Engineer (M&P), JVVNL,132KV GSS Chambal Power House, Hawasarak, Jaipur.

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

57.3 The correspondence regarding bills & payment etc. shall be made with the concerned circle Accounts Officer(O&M) under intimation to concerned circle Superintending Engineer (O&M)/(M&P).

58.0 VENDOR REGISTRATION SCHEME

Supplier/firms/contractors/vendors can get themselves registered/enlisted for participation and execution of work under Jaipur Vidyut Vitran Nigam Ltd. as per procedure given hereunder:-

1. THE CONTRACTORS FOR ELECTRICAL/ERECTION WORKS SHALL BE ENLISTED IN FOUR CLASSES

- I) E-I
II) E-II
III) E-III
IV) E-IV

2. ENLISTMENT AUTHORITY AND JURISDICTION OF WORKING

Contractors of E-I and E-II classes shall be enlisted by the Dy. Chief Engineer (HQ), JVVNL, Jaipur and execute the works throughout the jurisdiction of the company. Contractors of E-III and E-IV classes shall be enlisted in respective circle and execute the works under jurisdiction of concerned circle only.

3. EXTENT UPTO WHICH QUALIFIED TO TENDER

The Contractors of various classes shall be qualified to tender/place the work order(s) upto the extent as prescribed below:

S.No.	Class	Extent upto which qualified to tender/place of work order
1	E-I	1 Crore
2	E-II	Upto Rs. 25 lac
3	E-III	Upto Rs. 10 lac
4	E-IV	Upto Rs. 5 lac

4. REGISTRATION (ENLISTMENT) FEE AND SECURITY DEPOSIT

S.No.	Class	Amount of Registration fee in cash/Bank Demand Draft (non refundable)	Amount of Security Deposit in cash (non interest bearing)
1	E-I	Rs. 10000/-	Rs. 500000/-
2	E-II	Rs. 5000/-	Rs. 125000/-
3	E-III	Rs. 2500/-	Rs. 50000/-
4	E-IV	Rs. 1000/-	Rs. 20000/-

5. PAST EXPERIENCE FOR ENLISTMENT :-

S.No.	Class	Past Experience for Enlistment
1	E-I	Satisfactorily completed electrical/erection works (either on turn key or on labour rate contract or combined together) costing at least Rs. 100 lacs & minimum period of 3 months is satisfactorily over from last completed work of similar month.

2	E-II	Satisfactorily completed electrical/erection works (either on turn key or on labour rate contract or combined together) costing at least Rs. 50 lacs & minimum period of 3 months is satisfactorily over from last completed work of similar month.
3	E-III	Satisfactorily completed electrical/erection works (either on turn key or on labour rate contract or combined together) costing at least Rs. 25 lacs & minimum period of 3 months is satisfactorily over from last completed work of similar month.
4	E-IV	Any person having ITI/Diploma/Degree in Electrical or Mechanical branch/Retired technical personnel from erstwhile RSEB or Vidhyut Nigams.