



Tender Number: JdVVNL/ SE / M&P-ZPC/ TN-47

Cost of the tender: Rs 1500/-

**Appointment of empanelled accredited energy auditing firm for carrying out Monitoring and Verification (M&V) of energy audit of distribution network of JDVVNL, Jodhpur**

<b>Contact Details</b>	
Contact Person	SE(M&P-ZPC), JdVVNL
Address	Jodhpur Vidyut Vitran Nigam Limited, 2 <sup>nd</sup> Floor, Old Generation Building, New Power House Premises, Industrial Area, JODHPUR – 342003 (Raj.)
☐:Telephone	0291-2970134 / 2970135, +91-9413359278
✉:Email	semppcju@gmail.com
Web address	<a href="http://www.energy.rajasthan.gov.in/jdvvnl">www.energy.rajasthan.gov.in/jdvvnl</a>



## Tender Details

DETAILS OF TENDER DOCUMENT	
Description of the work under the tender:	<b>Appointment of empanelled accredited energy auditing firm for carrying out Monitoring and Verification (M&amp;V) of energy audit of distribution network of JDVVNL, Jodhpur</b>
Tender Number	JdVVNL/ SE/ M&P-ZPC/ TN-47
Tender issued to	M/s _____ _____
Cost of tender document	Rs 1500/-
DD no. and bank reference	_____
S. No. of Tender Issue Register	_____



**Table 1: Document Summary**

Document Summary	
Document Name	Tender Specification No <b>JdVVNL/ SE / M&amp;P-ZPC/TN-47</b> Appointment of empanelled accredited energy auditing firm for carrying out Monitoring and Verification (M&V) of energy audit of distribution network of JDVVNL, Jodhpur
Document Owner	Superintending Engineer (M&P-ZPC) Jodhpur Vidyut Vitran Nigam Limited, Jodhpur
Total number of pages	<b>52</b>
Number of Sections in this document	<b>5</b>
Number of Annexure(s) in this document	<b>21</b>

**Tender Notice**

Bids are invited for the works as mentioned below:-

TN No.	Name of work	Estimated cost of the work (Rs. `)	Cost of Tender (Rs. `)	Earnest Money (2%) (Rs. `)	Schedule last date of sale of bid & last date of bid submission respectively	Date of opening of Tender	Period of completion
47	Appointment of empanelled accredited energy auditing firm for carrying out Monitoring and Verification (M&V) of energy audit of distribution network of JDVVNL, Jodhpur	200000/-	1500/-	4000/-	<b>1 P.M. on 14.11.2019 &amp; 3 P.M. on 14.11.2019</b>	<b>3 P.M. on 15.11.2019</b>	30 days from date OF Letter of Intent/ Work Order, whichever is earlier

**IMPORTANT NOTE:-**

1. Purchase of specification is essential for participation in the tender.
2. This tender specification JdVVNL/ SE / M&P-ZPC/ TN-47 providing detailed terms & condition and technical details can be obtained from SE (M&P-ZPC), office at New Power House Premises, Jodhpur, on payment of Rs. 1,500/- (Non-refundable) on any working day by cash / demand draft payable to Accounts Officer (DC) JdVVNL, Jodhpur.



3. The copy of tender documents / specifications are also available on Jodhpur Discom website [www.energy.rajasthan.gov.in/jdvvn1](http://www.energy.rajasthan.gov.in/jdvvn1) & <https://sppp.rajasthan.gov.in> the same can be downloaded from this website by the bidder. In case the tender is downloaded from the website, the bidder must submit, tender document amount through DD in favour of Accounts Officer (DC) JdVVNL, Jodhpur up to **1.00 PM** on the scheduled date of submission of proposals.
4. The bidders, in their own interest are requested to read very carefully the tender documents before submitting the bid.
5. In order to participate in this tender, the bidder must submit tender document cost.
6. **It is informed that if tender document cost is not paid as per the instructions then the proposal will not be accepted and will be rejected out rightly and no request in this regard will be entertained.**
7. The tender document is non transferable.
8. In order to be eligible for submitting the proposal the bidder needs to deposit Earnest Money Deposit. EMD could be furnished in Cash/ Banker's Cheque / D.D., as mentioned in the EMD section. The bidders having vendor registration under MSMED for same nature of work may furnish earnest money ½% as against normal 2% of the estimated cost.
9. The estimated cost of work mentioned above is tentative and the purchaser reserves the right to increase / decrease the same as per requirement of Nigam. The bidders are required to furnish the proof of depositing all these payments in the office of the undersigned up to **1.00 PM** of last date of bid submission; otherwise the bids are liable to be rejected.
10. Jodhpur Vidyut Vitran Nigam Limited reserves the right to reject any or all tenders without assigning any reason
11. Eligible bidders should submit their bid well in advance instead of waiting till last date.

**Table 2: Important dates**

Important Events	
Date of sale of tender specification	<b>24.10.2019 1.00 PM</b>
Last date of sale of tender	<b>14.11.2019 up to 1:00 PM</b>
Last date of submission of proposal	<b>14.11.2019 up to 3:00 PM</b>
Opening of proposal	<b>15.11.2019 at 3:00 PM</b>

Bidders may kindly note that all the queries must be submitted in writing before the last date of bid opening. The bidders may submit the same by email (under telephonic message too) and fax / in person / written correspondence to SE (M&P-ZPC), JdVVNL, 2<sup>nd</sup> Floor, Old Generation Building, New Power House Premises, Industrial Area.



## Broad scope of work

Though the broad scope of work is written here, the bidders are advised to read the scope of work along with the objectives of the project so as to prepare himself to understand the overall requirements of the Discom.

### Activities

For Appointment of empanelled accredited energy auditing firm for carrying out Monitoring and Verification (M&V) of energy audit of distribution network of JDVVNL, Jodhpur for the F.Y. 2014-15 to 2018-19

The aforesaid activities shall be completed within "30 days" from the date of letter of Intent or Work order, whichever is earlier.

Detailed scope of work is further elaborated in the section [scope of work](#) of this tender document.

The bidder offers unsolicited revised proposal. The brief particulars are as follows:

Security Deposit	5% of total contract value
EMD	2 % of Estimated cost.
Cost of specification	Rs. 1,500/-
Validity	60 Days From The Date of Opening of 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 and technical specification are given in the section -III.

### **Bids are to be submitted in one part, only.**

The bid offer shall be furnished in the following manner:

- i) **First envelope containing proof of deposition of cost of Bid documents & EMD.** Name of item, 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.** Name of item, 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.** Name of item, 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 technically qualified 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.*

**Fourth envelope containing above three envelopes.** Name of item, 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).

**The Superintending Engineer (M&P-ZPC)  
Jodhpur Vidyut Vitran Nigam Limited,  
2<sup>nd</sup> Floor, Old Generation Building,  
New Power House Premises, Industrial Area  
Jodhpur: 342003 (Raj.)**

Other details are given in the section –I (ITB) of this specification.

The specification giving detailed terms and condition and technical data can be obtained, up to last date of sale of bid, from the office of the undersigned on payment of Rs 1500/-. [Non-refundable] on any working day by cash / demand draft payable to Accounts Officer (DC) JdVVNL, Jodhpur. Purchase of specification is essential for participation in the tender.

The Offer shall be submit in the office of The Superintending Engineer (M&P-ZPC), Jodhpur Vidyut Vitran Nigam Limited, 2<sup>nd</sup> Floor, Old Generation Building, New Power House Premises, Industrial Area, Jodhpur: 342003 (Raj.) up to last date of submission **14.11.2019** & open on Date **15.11.2019 at 3.00 PM** in the presence of the representative[s] of the Bidder, if any.

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## **SECTION – I**

### **INSTRUCTIONS TO BIDDERS (ITB)**

#### **1.1. INTRODUCTION:**

The bidders, in their own interest are requested to read very carefully these instructions and the terms and conditions as incorporated in Sections of this Tender document 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 **seven** 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.

#### **1.2. 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 Annexure(s) to the specification shall be duly filled in. The completed form(s), Annexure(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 annexures. 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.** Name of item, 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.** Name of item, 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.** Name of item, 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 technically qualified 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.** Name of item, 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).

**1.02.10** Bidders shall indicate in their bid the name and complete address of GST/Excise authorities under whose jurisdiction are their works / offices falls.

**1.02.11** All bids and accompanying documents shall be addressed to the Jodhpur 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.

### **1.3. EARNEST MONEY:**

**1.03.1** Before submitting the offer, the bidder shall deposit with the Accounts Officer





(DC) JdVVNL, Jodhpur an amount of **Rs 4,000.00/-** as Earnest Money by cash or crossed Bank Draft / banker's cheque Payable in the name of the Accounts Officer (DC) JdVVNL, Jodhpur and obtain a receipt thereof. No other mode of deposit shall be accepted. 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 Terms & 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 relaxation in payment of earnest money :-
- The bidders having vendor registration under MSMED for same nature of work may furnish earnest money ½% as against normal 2% of the estimated cost.
- i. If the bidder is not registered under MSMED for the material under bid enquiry, they would not be entitled for relaxation from earnest money.
- ii. Rajasthan / Central Government undertaking / Corporation / Company

**1.4. DOCUMENTS TO BE ENCLOSED WITH THE BID:**

The bid shall be accompanied with the schedules, form, formats, certification, letter, declaration, undertaking, affidavit as illustrated in annexures. Documents and the fact of their having been enclosed shall be indicated with the techno-commercial bid. The bid which is not accompanied by mentioned schedules/annexures, documents or is accompanied by incomplete annexure/ schedules is liable for rejection.

**RECEIPTS AND OPENING OF BIDS:**

- 1.05.1** Sealed covers, in which the bids are enclosed, shall be delivered in the office of the SE (M&P-ZPC), Jd.V.V.N.L., 2<sup>nd</sup> Floor, Old Generation Building, New Power House Premises, Industrial Area, Jodhpur – 342003 (Raj.), not later



than **3.00 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 SE (M&P-ZPC), Jodhpur Discom, Jodhpur 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.

**1.5. VALIDITY OF OFFERS:**

Bids shall be valid for a minimum period of **60 days** from the next date of opening of techno-commercial bids. Bids mentioning a shorter validity period than specified are likely to be ignored.

**1.6. 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.

**1.7. CAPACITY TO PERFORM PROJECT:**

- 1.08.1** In order to satisfy the Purchaser that the person/firm bidding is technically/financially capable of executing the proposed order for the calibration of testing instruments covered by the specification, the bidder shall furnish evidence to this effect in the relevant schedule. In the said schedule, the bidder is required to furnish information about the list of orders secured, orders in hand/ pending to be executed together with brief write-up on the facility and the quantity of testing equipments, if any. i.e. Hardware tools, available with them. 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 Purchaser 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 rendered services, as per Scope of Work , in the past to the Nigam or any other electrical utilities, then they will provide the complete details of the same with date along-with the details of work order(s) obtained in past years as per the prescribed format.



**1.8. PRICES:**

- 1.09.1** The rates for calibration of various testing instruments are "FIRM" in all respect, only
- 1.09.2** GST as applicable shall be allowed on grand total. However, in a case a new statutory tax, duty or local levies are imposed on this contract during its currency, the same be reimbursed by the Nigam at actual on submission of documentary evidence. **No other charges towards To & Fro Charges, Lodging- Boarding and Engineering Charges shall be admissible to the agency.**
- 1.09.3** No representation for enhancement of rates once accepted will be considered.
- 1.09.4** 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.
- 1.09.5** When there is a difference between the rates in figure and words, lower of the two rates shall be taken as valid and correct.
- 1.09.6** Any downward variation in the applicable rates of existing taxes/ duties or abolition of existing taxes / duties shall be passed on by the supplier to the Nigam irrespective of the timing of supply while in case of upward variation, the same shall be allowed to the supplier only upto the stipulated delivery time. Any statutory levy and taxes imposed after submission of bids shall be on the Nigam's account. However, supplier shall have to furnish supporting document(s) in the form of gazette notification for approval before claiming any upward variation.
- 1.09.7** 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.

**1.9. QUANTITIES:**

- 1.10.1** The tendered quantity indicated in the accompanied schedule (s) is only provisional and the purchaser reserves the right of revising the same at the time of placing the order.
- 1.10.2** The purchaser also reserves the right to split the quantities and to entrust the order for the supplies to two or more suppliers. 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.

**1.10. GENERAL:**

- 1.11.1** 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 entity/factory/Laboratory at different location shall not submit offers with different rates / same rates for each of his entity/factories/ Laboratories 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 entity/factories/Laboratories, 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.

- 1.11.2** The supplier/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 purchaser.
- 1.11.3** The purchaser 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.
- 1.11.4** The fact of submission of bid to the purchaser shall be deemed to constitute a contract between the bidder and purchaser whereby such bid shall remain open for acceptance by the purchaser 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 purchaser 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 purchaser.
- 1.11.5** The Successful bidder shall have to execute contract documents for the proper fulfillment of the same.
- 1.11.6** 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.

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## SECTION – II

### **GENERAL TERMS & CONDITIONS**

Notwithstanding anything contained to the contrary in the specification or bid or any subsequent exchange of correspondence these terms and conditions shall prevail and shall be binding on the supplier/ Contractor and any change or variation expressed or impressed beyond T&C whatsoever made by them shall be inoperative unless otherwise sanctioned by the Nigam. The supplier / Contractor shall be deemed to have fully informed themselves and to have specific knowledge of the provisions of the T&C mentioned hereunder.

#### **1. PRICES:**

The rates for monitoring, verification & reporting are **"FIRM"** in all respect, only GST as applicable shall be allowed on grand total. However, in a case a new statutory tax, duty or local levies are imposed on this contract during its currency, the same be reimbursed by the Nigam at actual on submission of documentary evidence. **No other charges towards To & Fro Charges, Lodging- Boarding and Engineering Charges shall be admissible to the agency.**

#### **2. SECURITY DEPOSITE:**

The agency shall deposit **5%** amount of the total contract value in cash with the Accounts Officer (DC) JdVVNL, Jodhpur within 7 days from the date of award of work order but, before commencement of work toward security amount and the same will be refunded to the agency on successful completion of the contract and after meeting all legal and contractual liabilities by the agency as per terms and conditions of the contract. The security deposit so received would be non-interest bearing.

#### **3. MONITORING AND VERIFICATION:**

The agency shall have to obtain a work verification report from **SE (M&P-ZPC),** Jodhpur Discom showing the details of actual work carried out along with the period for which the work has been carried, thereat and same shall be submitted with the bill submitted to for verification and payment.

The agency shall submit the deliverables and reports to SE(M&P-ZPC) at the time of obtaining work verification report and same shall be confirmed/ certified in the verification report.

The agency shall permit JdVVNL access to testing records and the related documents.

The agency shall communicate the name of its authorized representative who will be responsible for the work to the Superintending Engineer (M&P-ZPC), JdVVNL, Jodhpur.

#### **4. CHANGE OF QUANTITY:**

The owner reserves the right to alter any specification in the accompanying technical specifications as may be necessary, during the execution of the contract.

#### **5. 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 7 days of its issue, failing which, his EMD is liable to be forfeited.

#### **6. COMMENCEMENT OF WORK:**



The agency should start the work from the date of LOI/work order. For calculation of penalties/ work completion period this date shall be recorded.

The agency is required to mobilize its manpower and testing equipments well in advance.

**7. SUSPENSION OF WORKS:**

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

**8. WORK COMPLETION SCHEDULE:**

The successful tenderer is required to complete the desired work within **“Thirty days”** from the date of LOI or work order, whichever is earlier

The Bidders should clearly mention the schedule of work completion in their tender offer. For delay in completion of work the penalty shall be recovered from payment of the agency as per terms & conditions.

**9. ASSIGNMENT AND SUB-LETTING OF CONTRACT:**

Assignment and Sub-Letting of contract is not allowed.

**10. TERM OF PAYMENT/ MODE OF PAYMENT:**

The payment to the contractor against actual work carried out as per work order shall be made by the Accounts Officer (DC) JdVVNL, Jodhpur on the basis of value of bill(s) submitted after fulfillment of the following contractual formalities:

- (a) Acceptance of award of LOI/Work Order.
- (b) Submission of Security Deposit as per clause no. 2 above of this section.

The agency shall furnish the bills, in triplicate, to the Energy Manager, Jodhpur Discom under Superintending Engineer (M&P-ZPC), JdVVNL, Jodhpur along with the Monitoring & verification report Deliverables as indicated in scope of work. The Energy Manager, will submit the invoice/ bill to the Superintending Engineer (M&P-ZPC), JdVVNL, Jodhpur.

The Superintending Engineer (M&P-ZPC) after countersigning such duly verified invoice/bill would send the same to the Accounts Officer (DC), JdVVNL, Jodhpur, for payment.

The Accounts Officer (DC) JdVVNL, Jodhpur after receiving the verified and counter signed invoice/ bills from the Superintending Engineer (M&P), will arrange the payment directly to the contractor/ agency.

100% payment of the billed amount shall be released to the Agency, directly, on or after 30 days from the date of receipt of invoices in the office of Accounts Officer (DC) JdVVNL, Jodhpur, after deduction of amount, if any.

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

**11. PENALTY ON DELAY IN COMPLETION OF WORK:**

In the event of 100% work of ordered quantity is not completed within “30 days” from actual commencement of work, the JdVVNL shall effect a penalty of HALF PERCENT **(0.5%)** per week or part thereof subject to a maximum of TEN PERCENT (10%) of



delayed work amount and penalty amount shall be recovered from the account of Agency.

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

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

**13. SAFETY OF SYSTEM AND PERSONNEL:**

The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of instruments, books and other documents & records transferred to it. The same shall be handed over back to JdVVNL in good working order on completion of the contract. Agency shall make well to JdVVNL any loss suffered by it due to default of the agency in this respect.

The agency shall have to follow all the safety rules and regulations. In case of violation work order may be cancelled and JdVVNL in not responsible for any miss-happening.

**14. STATUTORY REGULATIONS & STANDARDS:**

a. Statutory Regulations:-

The contractor is required to follow Indian Electricity Act 2003, Indian Electricity Rules, 1956, as amended and other local rules and regulation referred in this specification.

b. Reference Standards:-

The codes and/ or standards referred to in the specification shall govern, in all cases wherever such references are made. In case of a conflict between such codes and/or standards and the specification, latter shall prevail. Such codes and/or standards referred to shall mean the latest revisions, amendments/ changes adopted and published by the relevant agencies unless otherwise indicated.

c. Guidelines:-

Bureau of Energy Efficiency has developed Monitoring and Verification Guidelines for Discom sector. These guidelines will facilitate EmAEA and DCs for adopting sector specific procedures in conjunction with PAT rules 2012 and its subsequent amendments.

**15. 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 clauses of Section-I "ITB".

**16. DISPUTES:**



All disputes whatever, which may arise between the parties herein out of or in connection with the contractor, shall be referred to the corporate settlement committee after deposit of prescribed fee by the contractor.

**17. FURTHER CORRESPONDENCE:**

The correspondence related to bid and purchase/work order shall be made with the Superintending Engineer (M&P-ZPC), JdVVNL, 2<sup>nd</sup> Floor, Old Generation Building, New Power House Premises, Jodhpur -342003 (Raj.).

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-ZPC), JdVVNL, Jodhpur.

The correspondence regarding bills & payment etc. shall be made with the Accounts Officer (DC) JdVVNL, Jodhpur under intimation to Superintending Engineer (M&P-ZPC), Jodhpur.

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### **SECTION-III**

#### **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 bid proposal.

##### **2. BID QUALIFICATION REQUIREMENTS:**

The bidder must possess the following requirements. It is clarified that the offer of those bids 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 shortlisted 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.

- a. The Bidder should be **valid Empanelled Accredited Energy Auditor with Bureau of Energy Efficiency, MoP, GoI for carrying out Monitoring & Verification activity for Discom sector.**



### QUALIFICATION CRITERIA AND EVALUATION METHODOLOGY

Sl. No	Qualification Requirements	Document Required
<b>Pre-Qualification Requirement</b>		
1	This bidding is open for <b>service provider</b> only (Joint Venture in any form shall not be allowed to participate)	
	(i) That they are qualified <b>service providers</b> who regularly <b>provide services</b> of the type specified and have adequate technical knowledge and practical experience".	Self-attested copy of the Certificate
	(ii) That they have adequate equipments and facilities available to perform the assignment properly and expeditiously within the time period specified.	
	(iii) That they do not anticipate change in the ownership during the proposed period of Purchase Order (if such a change is anticipated, the scope and effect thereof shall be defined).	
2	Consortium are not allowed to participate in this bidding	
3	The Bidder must be a company, registered under the Companies Act, 1956 or a partnership firm registered under Partnership Act or a Proprietorship firm & operational or Society registered under Societies act	Self-attested copy of the Certificate of Incorporation/ Registration Certificate / Certificate of Commencement of Business /Certificate of Society
4	The Bidder should be registered with the Goods and service tax department	(i) GST registration certificate (ii) Pan Card (iii)However, if it is under taken by the bidder that GST registration is under process, in such case the price bid shall be considered for opening but the award will not be issued till registration under GST not submitted
5	The bidder must not have been blacklisted by any of the Central/ State power utilities in India for fraudulent or corrupt practices.	The bidder should provide an undertaking (self-certificate) that the bidder is not presently blacklisted for fraudulent or corrupt practices by any of the Central/ State power utilities in India in attached format .



<b>Technical Requirement</b>		
6	Bidder should be the Accredited Energy Auditor firm empanelled to undertake M&V activity under PAT cycle-II for DISCOM with BEE.	Submit / upload relevant document i.e. documents showing empanelment of the bidder with BEE and valid affiliation certificate issued by the certification body.
7	The bidder must have been successfully completed at least one <b>Assignment</b> related to computation of distribution losses and/or providing consultancy services in regulatory matters in which at least one should be related to computation of distribution losses in public or private sector power distribution utility in India and given reports to the satisfaction of the client.	a) Copy of work order(s) mentioning the nature of work and completion certificate against the submitted work order(s). the completion Certificate should be duly dispatched and signed by the officer not below the rank of or equivalent to Superintending Engineer /Chief Accounts Officer
8	For the work of verification or check verification, the accredited energy auditor shall constitute a team comprising of a team head and other members including sector experts: <ul style="list-style-type: none"><li>• Provided that a person who was in the employment of a DC within the previous four years, shall not be eligible to perform the work of verification or check verification for such DC:</li><li>• Provided further that any person or firm or company or other legal entity who was involved in undertaking energy audit in any of the DC within the previous four years, shall not be eligible to perform the work of verification or check verification for such DC.</li></ul>	An Affidavit on Rajasthan Non-judicial stamp paper of worth 100/- is to be submitted in this regard.
9	The Bidder must have working experience of at least Two years in power sector in Energy Audit/Advisory services in regulatory matters.	Copy of work order(s) mentioning the nature of work executed for any central / state / private power distribution utility for at least Two years.



Financial Requirement		
10	The Bidder should have a minimum average annual turnover of INR 5 lacs only in last two (2) financial years (i.e.2016-17 & 2017-18 )	Copy of annual Audited balance sheets and profit and loss statements should be enclosed for the last two financial years along with CA Certificate indicating turnover during last two financial years.
11	The bidder must submit a letter of authorization from the Company authorizing a person to sign the documents on behalf of the company, submit technical, commercial information and attend meetings on behalf of the company.	Letter of authorization on Company's letter head in attached format.
12	Bidder must have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments.	

### 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.

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

#### **PRE- QUALIFYING REQUIREMENT AND PROPOSAL EVALUATION INFORMATION SHEET**

S. No.	Details required :	Brief details to be furnished by the firm :	Page No. of Self-attested attached document as proof.
1.	Clear detailed information of the firm/company		
2.	Complete bid document including all corrigendums (if any, further issued) dully filled as per requirement, signed and should be uploaded.		
3.	Status of the firm ( company/ society/etc., )		
4.	GST registered certificate of the firm		
5.	Certificate of incorporation of bidder		



6	Work Experience		
7	Minimum Annual Turnover criteria (MAT)		
8	Audited annual reports		
9	Income Tax Return		
10.	CA Audited P&L		
11	Audited Balance Sheet		
12	Tender Application form		
13	Undertaking of Business relation severement/Blacklisting/Debarred		

**THE OFFERS OF BIDDERS NOT SATISFYING THE ABOVE "BID QUALIFICATION REQUIREMENTS" SHALL BE REJECTED.**

**Evaluation of proposals:**

The evaluation of techno-commercial bid will be done & price bids (i.e. Cover-3) of only those bidders will be opened who are found technically eligible and qualified. The basis of technical evaluation shall be the documents submitted as techno-commercial bids

**Method of selection on L-1 Basis**

**Financial Evaluation:-**

The proposal with lowest quoted cost shall be adjudged as L-1 and such rate will then be deemed as the lowest rate to perform the assignment.

The Discom may hold a kick off meeting with the successful bidder to discuss the detailed work plan.

**If there is situation of tie of prices at L-1, the position shall be decided through manual lottery system in presence of bidder/s.**

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**SECTION-IV**  
**TECHNICAL SPECIFICATION**

**SCOPE OF WORK**

This include monitoring, verification & reporting of following document:

- Accepted Baseline Audit Report (Available with BEE and DC)
  - Form-1 & sector specific Pro-forma.(For financial years 2014-15,2015-16,2016-17,2017-18,2018-19)
  - Form A, B, C and D as covered in PAT rules, 2012 and its subsequent amendments.
  - Check List to be used by all stakeholders.
  - Reporting format for Empanelled Accredited Energy Auditing (EmAEA).
  - Assessing the compliance with the energy consumption norms and standards and issue of Energy savings certificates (EScerts), the AEA shall follow the provisions of the Act, rules and regulations made there under.
  - The accredited energy auditor shall review of the application of formula and calculations, and reporting of the findings in the verification report.
  - The summary of the verification process, results of the assessment and his option along with the supporting documents.
  - The details of verification activities carried out in order to arrive at the conclusion and opinion, including the details captured during the verification process and conclusion norms and standards, increase or decrease in specific energy consumption with reference to the specific energy consumption in the baseline year;
3. The accredited energy auditor, in order to access the correctness of the information provided by the designated consumer regarding the compliance with energy consumption norms and standards ( percentage of Transmission and Distribution losses for DISCOMs) shall-
- i. Apply standard auditing techniques.
  - ii. Follow the rules and regulation framed under the Act;
  - iii. Integrate all aspects of verification, and certification functions;
  - iv. Make independent technical review of the opinion and decision of the verification team; also take into consideration, a situation where a particular activity may or may not form part of the activities related to the compliance with the energy consumption norms and standards (percentage of Transmission and Distribution losses for DISCOMs), and the procedure for the assessment shall include:-

**a. Document review, involving**

- i. Review of data and its source, and information to verify the correctness, credibility and interpretation of presented information.
- ii. Cross checks between information provided in the audit report and, if comparable information is available from sources other than those used in the audit report, the information from those sources and independent background investigation.

**b. Follow up action, involving-**

- i. Site visits, interviews with personnel responsible in the designated consumers area of operation



- ii. Cross-check of information provided by interviewed personnel to ensure that no relevant information has been omitted or, over or undervalued;
    - iii. Review of the application of formulae and calculations, and reporting of the findings in the verification report.
6. The accredited energy auditor shall report the results of his assessment in a verification report and the said report shall contain,
  - i. The summary of the verification process, results of assessment and his opinion along with the supporting documents;
  - ii. Broad assessment of the activities/ project undertaken by the DCs for the purpose of compliance with their energy consumption norms and standards (percentage of Transmission and Distribution losses for DISCOMs).
  - iii. The details of verification activities carried out in order to arrive at the conclusion and opinion, including the details captured during the verification process and conclusion norms and standards, (percentage of Transmission and Distribution losses for DISCOMs) increase or decrease in specific energy consumption with reference to the specific energy consumption in the baseline year;
  - iv. The record of interaction, if any, between the accredited energy auditor and the designated consumer as well as any change made in his assessment because of the clarifications, if any, given by the designated consumer.
7. EmAEA to prepare a verification report as per reporting template to be provided by BEE.
8. The AEA shall provide in advance the names of the verification or check- verification team members and their bio data of the Designated Consumer (DC) concerned.
9. The AEA shall provide the verification or check- verification team with the relevant working documents indicating their full responsibilities with intimation to be designated consumer (DC).
10. The AEA shall have documented procedures for the following:
  - i. To integrate all aspects of verification or check-verification functions;
  - ii. For dealing with the situations in which an activity undertaken for the purpose of compliance with the energy consumption norms and standards (percentage of Transmission and Distribution losses for DISCOM sector) or issue of energy savings certificate shall not be acceptable as an activity for the said purposes.
11. The AEA shall conduct independent review of the opinion of verification or check-verification team and shall form an independent opinion and give necessary directions to be said team if required.
12. In preparing the verification and check- verification reports, the AEA shall ensure transparency, independence and safeguard against conflict of interest.
13. The AEA shall ensure the confidentiality of all information and data obtained or created during the verification or check verification report.
14. In accessing the compliance with the energy consumption norms and standards and issue of energy Savings Certificates (ESCs), the AEA shall follow the provisions of the Act, rules and regulations made there under.



15. After the completion of the verification or check-verification, the AEA shall submit the verification (in Form-B along with verification report) or check-verification report, together with the certificate in Form- C, to the Bureau.

NOTE: Bureau of Energy Efficiency has developed Monitoring and Verification

Guidelines for Discom sector. These guidelines will facilitate EmAEA and DCs for adopting sector specific procedures in conjunction with PAT rules 2012 and its subsequent amendments.

**Deliverable:-**

The following Deliverables shall be submitted by Agency as part of the report.

<b>Sr. No.</b>	<b>Deliverable</b>
1	Submit 5 copies of report of the results of assessment in a hard bound as a verification report after completion of M&V activities.

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## SECTION-V

## ANNEXURES



**Annexure I**

**BIDDER'S AUTHORIZATION CERTIFICATE  
(To be enclosed with the technical bid)**

To

The Superintending Engineer (M&P-ZPC)  
Jodhpur Vidyut Vitran Nigam Limited  
2<sup>nd</sup> Floor, Old Generation Building,  
New power house Premises, Industrial Area  
Jodhpur:342003 (Raj.)

<Bidder's Employee Name> \_\_\_\_\_, <Designation>  
\_\_\_\_\_ is hereby authorized to sign relevant documents on behalf of the company/  
firm in dealing with Bid of reference <Bidder Name, Dept& Date> \_\_\_\_\_. He is  
also authorized to attend meetings & submit pre-qualification, technical & commercial information  
as may be required by you in the course of processing the above said Bid. For the purpose of  
validation, his/ her verified signatures are as under.

Thanking you,

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....



**Annexure - II**  
**SELF DECLARATION – NO BLACK LISTING**  
**(To be enclosed with the technical bid)**

To,

The Superintending Engineer (M&P-ZPC)  
Jodhpur Vidyut Vitran Nigam Limited  
2<sup>nd</sup> Floor, Old Generation Building,  
New power house Premises, Industrial Area  
Jodhpur:342003 (Raj.)

In response to the Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_, as an owner/ partner/ Director of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.  
We further declare that presently our Company/Firm \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.  
If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....



**Annexure III:**  
**TECHNICAL PROPOSAL SUBMISSION FORM**  
**(To be enclosed with the technical bid)**

To,

The Superintending Engineer (M&P-ZPC)  
Jodhpur Vidyut Vitran Nigam Limited  
2<sup>nd</sup> Floor, Old Generation Building,  
New power house Premises, Industrial Area  
Jodhpur:342003 (Raj.)

[Reference No.            ]

Dear Sir,

Ref: Tender Notification dated..... No.....

1. I/We, the undersigned bidder, having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work and in conformity with the said bidding document.
2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Discom for carrying out the project in accordance with Bid Document.
4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
5. I/We agree to abide by Bid Document for a period of days as specified in the NIT from the closing date fixed for submission of bid as stipulated in the Bid document.
6. In case we are engaged by the Discom, we shall provide any assistance/cooperation required by Discom, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We understand that our non-cooperation for the same shall be grounds for termination of service.

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....



**Annexure IV:**  
**FIRM'S PAST EXPERIENCE**  
**(To be enclosed with the technical bid)**

**Relevant Services Carried Out With Reference To Scope of Work  
That Best Illustrate Qualification**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

**I. Energy Audit/Monitoring & Verification services related Experience**

Sl. No.	Name of Assignment and Brief description of services	Name and Address of Client	Duration of work in months (Start date- End date)	Project Cost	Completed / on-going
1					
2					
-					
-					
-					

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....



**Annexure V:**  
**FINANCIAL PROPOSAL SUBMISSION LETTER**  
**(To be enclosed with the technical bid)**

To,

The Superintending Engineer (M&P-ZPC)  
Jodhpur Vidyut Vitran Nigam Limited  
2<sup>nd</sup> Floor, Old Generation Building,  
New power house Premises, Industrial Area  
Jodhpur:342003 (Raj.)

[Reference No.        ]

Dear Sir,

Ref: Tender Notification dated..... No.....

Sir/ Madam

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the requirements. The quote/ price are exclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties excluding service tax which shall be paid extra, as per rates applicable and need not be included in the rate quoted.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bid document.

I / We agree to abide by this bid for a period of 60 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We agree to all the terms & conditions as mentioned in the bid document and submit that we have not submitted any deviations in this regard.

We understand that you are not bound to accept the lowest or any bid you may receive.

Yours sincerely,

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....



**Annexure VI**  
**PRICE SCHEDULE**  
**(To be enclosed with the financial bid)**

Tenders Inviting Authority: Superintending Engineer (M&P-ZPC)

Name of work: Appointment of empanelled accredited energy auditing firm for carrying out Monitoring and Verification (M&V) of energy audit of distribution network of JDVVNL, Jodhpur

**Jdvvn/ SE / M&P-ZPC/ TN-47**

After careful and analytical study of the scope of work given in tender document and considering all the terms & conditions as prescribed in this bid, I/we are offering my / our prices for Appointment of empanelled accredited energy auditing firm for carrying out Monitoring and Verification (M&V) of energy audit of distribution network of JDVVNL, Jodhpur for the F.Y. 2014-15 to 2018-19

PRICE SCHEDULE

Bidders must note that:-

1. This BOQ template must not be modified/replaces and the same should be uploaded after filling the relevant columns.
2. Bidders are only allowed to enter bidders name & value of rates offered in INR (Rs) only.
3. Excepting service tax, all taxes & duties applicable if any shall also be payable by the bidder.

**TO BE FILED ONLINE IN COVER- 3**

WE QUOTED OUR LOWEST RATES AGAINST TENDER SPECIFICATIONS AS UNDER: -

Sr.No.	Task Name	Unit	Lump Sum charges excluding GST (in INR)	GST on Total			Total GST Amount (in INR)	Lump Sum charges including GST (in INR)
				CGST	SGST	IGST		
				%	%	%		
1	Appointment of empanelled accredited energy auditing firm for carrying out Monitoring and Verification (M&V) of energy audit of distribution network of JDVVNL, Jodhpur	Lump sum						

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....



**Annexure- VII**  
**MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

Appeal No .....of .....

Before the ..... (First/ Second Appellate Authority)

- Particulars of appellant:
- Name of the appellant: <please specify>
- Official address, if any: <please specify>
- Residential address: <please specify>
- Name and address of the respondent(s):
  - <please specify>
  - <please specify>
  - <please specify>
- Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Discom in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>
- If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>
- Number of affidavits and documents enclosed with the appeal: <please specify>
- Grounds of appeal (supported by an affidavit): <please specify>
- Prayer: <please specify>

Place .....

Date .....

Appellant's Signature





**Annexure – VIII**  
**Undertaking**  
**(To be enclosed with the technical bid)**

I ..... proprietor / partner / Director / Authorized Signatory of M/s.....

..... having its Registered Office/Head Office at ..... Give an undertaking;

1. That, M/s ..... have participated against TN No. .... due for opening on  
..... For services of .....
2. That, I have gone through the tender document and aware with all the requirement of the tender specification.
3. That, the profile of M/s ..... is as under:-
  - (a) Address of Bidder - .....
  - (b) GST Registration No. of the firm - .....
  - (c) PAN No. of the firm - .....
  - (d) Entrepreneurs Memorandum Number (If registered under MSME) –  
.....
  - (e) E-mail address of the firm - .....
  - (f) Mobile No. - .....
  - (g) Name & Branch address of bidder banker - .....
  - (h) Bank Account of the firm - .....
  - (i) IFSC Code of the branch for RTGS - .....
4. That we confirm that there is no deviation with the commercial terms & conditions requirement of the Tender Specification.
5. That, it is confirmed that we are empanelled with BEE and have at least one number of accredited Energy Auditor.
6. That, it is confirmed that we have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignment.
7. That the JDVVNL will have full right to cancel the order, if awarded and forfeit the EMD / Performance SD as applicable in event if finds that the information given at sl. No. 7 is misleading or false, even at a later date i.e. after opening of Price Bid/Award of Order.



8. I ..... sole proprietor / partner / Director ..... of

M/s..... undertake that I am not interested as a proprietor and/or partner

and/or ..... in any other party/firm, participated in tender No. ----- of Purchaser

due for opening on \_\_\_\_/\_\_\_\_/20\_\_ for services of -----

9. We hereby undertake and submit the declaration that our firm/company is not debarred/ black listed for future business with any Electricity Distribution Companies in India.

10. I....., the Sole proprietor / partner/ authorized signatory of M/S....., participating in the bidding process against tender No..... undertake that I am not interested as a proprietor and/or partner in any other firm participated in the tender for procurement of....., and specifically undertake that our firm/Company

- (i) Not follow & shall not follow unethical/unfair/fraudulent practice in any manner.
- (ii) Has no conflict of interest with any bidder/firm participating in the tender.
- (iii) Not concealing any material information.
- (iv) Not given any misleading fact or statement in the offer/bid submitted against the tender.
- (v) Has not been debarred/ blacklisted for future business with Purchaser/other Discom of Rajasthan.

Further, the JDVVNL will have full right to cancel the order, if awarded and forfeit the EMD/Bid Security & Performance Guarantee as applicable in the event of the above condition/situation is observed, even at a later date i.e. after opening of Price Bid / award of order.

*Note: The undertaking should be given by the proprietor / Partner/ Director/ Authorized signatory of the Company*

PLACE:	SIGNATURE OF TENDERER
	NAME IN FULL
DATE	DESIGNATION/ STATUS IN THE FIRM
	COMPANY SEAL



## Annexure – IX

### Schedule of Composition of Team and the Team Leader to be deployed

**(To be enclosed with the technical bid)**

**Bidder's Name & Address:** .....

To,

The Superintending Engineer (M&P-ZPC)  
Jodhpur Vidyut Vitran Nigam Limited  
2<sup>nd</sup> Floor, Old Generation Building,  
New power house Premises, Industrial Area  
Jodhpur:342003 (Raj.)

**Sub: - Details of Team to be deployed.**

Sr. No.	Member	Name
1	Team Leader	
2	Other Member	
3	Other Member	
4	Other Member	
5	Other Member	
6	Other Member	
7	Other Member	

Note:

1. Team lead should be accredited energy auditors empanelled with BEE.
2. Other member should be BEE Certified Energy Auditors having experience of minimum three years in energy audit M&V.

**Signature of Bidder with Seal of Firm :**

Place-

Name (in full) :

Date-

Designation :

\*\*\*\*\*



**Annexure – X**  
**SCHEDULE OF CURRICULUM VITAE FOR EACH MEMBER OF**  
**ENERGY AUDITOR'S TEAM**  
**(To be enclosed with the technical bid)**

Name:

Profession/ Present Designation: \_\_\_\_\_

Total post qualification experience: \_\_\_\_\_ Years with organization:

Educational Qualification:

(Under this heading, summarise college/ university and other specialized education of staff member, giving names of colleges, etc. degrees obtained.)

(Please enclose attested copy of educational qualifications)

Experience:

(Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments.)

Language:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor')

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to disqualification of the firm.

Signature of Team member Full Name:

Date:

Signature of Authorized Signatory Full Name:

Date:



**Annexure – XI**

**Schedule of Proposed Methodology and Work Plan  
(To be enclosed with the technical bid)**

**Bidder's Name & Address:** .....

To,

The Superintending Engineer (M&P-ZPC)  
Jodhpur Vidyut Vitran Nigam Limited  
2<sup>nd</sup> Floor, Old Generation Building,  
New power house Premises, Industrial Area  
Jodhpur:342003 (Raj.)

Dear Sir,

We hereby enclose a brief write up on the proposed methodology to be adopted for carrying out monitoring and verification of energy audit of distribution network of JDVVNL, Jodhpur.

- I. Approach Methodology and Work Plan in responding to scope of work and deliverables
- II. Key Personnel and their Task Assignment for Completing the Assignment

**Signature of Bidder with Seal of Firm :**

**Place-**  
**Date-**

**Name (in full) :**  
**Designation :**



**Annexure – XII**  
**CHECK LIST**

Sr.No.	Check List Item	Options	Answer
1.	Whether “Earnest Money Deposit” of specified amount is kept in a sealed Cover-1	Yes/No	
2.	Whether NSIC/SSI/MSME/DIC Registration Certificate is attached	Yes/No	
3.	Whether all annexures except annexure-VI (Price bid) duly filled & signed with supporting document are enclosed with technical bid	Yes/No	
4.	Price bid is duly filled in and signed by the signatory authority & submitted in Cover-3	Yes/No	
5.	All the documents mentioned in the “Eligibility Criteria” in support of the eligibility (Requisite supporting documents meeting eligibility criteria as specified in Section-I ,II &III	Yes/No	



**ANNEXURE XIII**  
**BID PROPOSAL FORM**  
**[On the letter Head of the Firm]**  
**(To be enclosed with the technical bid)**

1. Subject: Tender for .....

2. Name and full postal address :  
contact number and e-mail of the  
firm submitting the proposal

3. To be addressed to:  
**To,**

**Office of the Superintending Engineer (M&P-ZPC)**  
Jodhpur Vidut Vitran Nigam Limited, 2<sup>nd</sup> Floor, Old Generation Building, New power house  
Premises, Industrial Area Jodhpur: 342003 (Raj.)  
**Phone: 0291-2970134, 2970135, E - Mail: semppcju@gmail.com**

4. Reference (NIT No): .....

5. The fee as per tender has been submitted/deposited as under :

S.No.	Details	Amount	Details of submission :	Remarks, if any :
1.	Tender Cost	Rs. 1500/-		
2.	EMD	As per ITB		

6. We agree to abide by all the conditions as mentioned in Tender document of NIT No: .....

....., Dated..... issued by the **SE(M&P-ZPC), JDVVNL** and (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

7. All required documents and certificates are submitted herewith.

SIGNATURE OF TENDERER  
WITH SEAL



## Annexure-XIV

### Compliance with the Code of integrity and No Conflict of interest

**(To be enclosed with the technical bid)**

#### **RTPP:**

#### **Rule 80. Code of integrity: -**

- (1) All the officers or employees of the procuring entity shall,-
- (a) Maintain an unimpeachable standard of integrity both inside and outside their office;
  - (b) act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions;
  - (c) Not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large;
  - (d) Not intentionally use unnecessarily restrictive or “tailored” specifications, terms of reference or statements of work that can discourage competition;
  - (e) not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from the procuring entity;
  - (f) not have a financial interest in any bidder(s) responding to a procuring entity’s bidding process and any person having financial interest in any bidder shall not participate in that procurement process;
  - (g) Not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorised to receive such information;
  - (h) Treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process;
  - (i) provide all bidders identical information at the same time, during the bidding process;
  - (j) apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process;
  - (k) Not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders;
  - (l) Protect the interests of the procuring entity under all circumstances while dealing with information and information sources;
  - (m) Maintain confidentiality of all bids;





- (n) Ensure that the selection of bidder is as per the bidding documents and is not influenced by personal reasons attributable to concerned officials in any manner; and
- (o) Disclose conflict of interest, if any.

(2) Any person participating in procurement process shall,

(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

(b) not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

(c) not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;

(d) not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;

(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

(f) not obstruct any investigation or audit of a procurement process;

(g) disclose conflict of interest, if any; and

(h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

### **Rule 81. Conflict of interest: -**

(1) A conflict of interest for procuring entity or its personnel and bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

(2) The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following:-

(a) A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.

(b) Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation



(c) A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.

(d) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from procuring entity's personnel's actions or decisions.

(3) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-

(a) they have controlling partners in common;

(b) they receive or have received any direct or indirect subsidy from any of them;

(c) they have the same legal representative for purposes of the bid;

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;

(e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or

(f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

### **Rule 82. Breach of code of integrity by the bidder: -**

Without prejudice to the provisions of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46.

SIGNATURE OF AUTHORISED  
SIGNATORY WITH SEAL



**Annexure-XV**

**Declaration by the Bidder regarding Qualifications**  
**(To be enclosed with the technical bid)**

In relation to my/our Bid submitted to.....for procurement of..... in response to their Notice Inviting Bids No..... Dated ..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

SIGNATURE OF AUTHORISED  
SIGNATORY WITH SEAL

Date:

Name :

Designation:

Address:



**Annexure-XVI**  
**Additional Conditions of Contract**  
**(To be enclosed with the technical bid)**

**1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

**2. Procuring Entity's Right to Vary Quantities**

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall be according to provisions mentioned in RTPP Act 2012 & Rules 2013, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (i) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall be according to provisions mentioned in RTPP Act 2012 & Rule 2013 of the value of Goods of the original contract. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Other terms & condition which are not mentioned in bid documents shall be prevail as per provision mentioned in RTPP Act 2012 & Rules 2013 made thereunder.

SIGNATURE OF AUTHORISED  
SIGNATORY WITH SEAL



**Annexure-XVII**

**FORM OF CERTIFICATE OF FINANCIAL PARAMETERS FOR QR**

**(To be enclosed with the technical bid)**

**(Rupees in Lakhs)**

Sl. No.	Financial parameters	2017-18	2016-17
<b>1.</b>	<b>Annual Turnover</b>		

\*\* Annual total Income/ turnover as incorporated in the Profit and Loss Account excluding non-recurring income, i.e. sale of fixed asset etc.

It is certified that all the figures are based on audited accounts read with auditors report and Notes to Accounts etc.

Date  
Place

Certified By

(Chartered Accountants)  
Membership No.  
Seal  
UDIN NO.



**Annexure No. XVIII**  
**Format of Affidavit for MSME Unit**  
**(To be enclosed with the technical bid)**

(On Non-Judicial Stamp Paper of Rs. 100/- attested by Notary Public/ First Class Magistrate)

I .....S/o .....Age ..... Yrs. .... Residing at .....  
..... Proprietor/Partner/ Director of M/s ..... do hereby solemnly  
affirm and declare that :

(a) My/Our above noted enterprise M/s ..... has been issued acknowledgement of  
Entrepreneurial Memorandum Part - II by the District Industries Center .....  
The acknowledgement No. is ..... dated ..... and has been issued for  
manufacture of following items:

Name of Item	Production Capacity (Yearly)
(i)	
(ii)	
(iii)	
(iv)	
(v)	

(b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part - II has not  
been cancelled or withdrawn by the Industries Department and that the enterprise is  
regularly manufacturing the above items.

(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to  
manufacture the above noted items.

(a) The present status of the firm is as per acknowledgment of Entrepreneurial Memorandum  
Part-II issued on the date of District Industries Center, \_\_\_\_\_.

Place

Signature of Proprietor/ Director/  
Authorized Signatory with Stamp and Date

**VERIFICATION**

I, \_\_\_\_\_ S/o \_\_\_\_\_ Aged \_\_\_\_\_ Years residing at  
\_\_\_\_\_ Proprietor/ Partner/ Director of M/s  
\_\_\_\_\_ verify and confirm that the contents at (a),  
(b), (c) & (d) above are true and correct to the best of my knowledge and nothing has been  
concealed therein. So, help me God.

**DEPONENT**



**Annexure XIX**

**PERFORMANCE SECURITY FORM**

**(On NJS of Rajasthan of worth 0.25% of BG Value (maximum stamp duty of Rs. 25000/-)**

Bank Guarantee No. .... Date.....

Contract No.....

.....[Name of Contract].....

To  
**Superintending Engineer (M&P-ZPC)**  
**Jodhpur Vidyut Vitran Nigam Limited,**  
**New Power House,**  
**Jodhpur (Rajasthan)**

Dear Ladies and/or Gentlemen,

We refer to the Letter of Intent ("LOI") <Insert LOI No: .....>, issued on <Insert Date of Issue of LOI by Discom.....> by Jodhpur Vidyut Vitran Nigam Limited (hereinafter referred to as "JDVVNL"/ "Employer"), having its Registered Office at New Power House, Jodhpur-342003 (Rajasthan), **on behalf of Government of Rajasthan (hereinafter referred to as 'GoR' / 'Owner')**, to M/s ..... (Name of Contractor) ....., having its Principal place of business at .....(Address of Contractor) ..... and Registered Office at .....(Registered address of Contractor) ..... ("the Contractor") concerning **Appointment of empanelled accredited energy auditing firm for carrying out Monitoring and Verification (M&V) of energy audit of distribution network of JDVVNL, Jodhpur**

and the LOI having been accepted by the selected Contractor vide <.....Insert Letter No.....>, resulting in Letter of Award to be issued and Contract Agreement to be entered into. [Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]

**Or** (Select Option accordingly as applicable)

We refer to the Letter of Intent ("LOI") <Insert LOI No: .....>, issued on <Insert Date of Issue of LOI by Discom.....> by Jodhpur Vidyut Vitran Nigam Limited (hereinafter referred to as "JDVVNL"/ "Employer"), having its Registered Office at New Power House, Jodhpur-342003 (Rajasthan), **on behalf of Government of Rajasthan (hereinafter referred to as 'GoR' / 'Owner')**, to M/s ..... (Name of Contractor) ....., having its Principal place of business at .....(Address of Contractor) ..... and Registered Office at .....(Registered address of Contractor) ..... ("the Contractor") and M/s ..... (Name of Associate) ....., having its Principal place of business at .....(Address of Associate) ..... and Registered Office at .....(Registered address of Associate) ....., the Associate of the Contractor, for executing the Facilities concerning **Appointment of empanelled accredited energy auditing firm**



**for carrying out Monitoring and Verification (M&V) of energy audit of distribution network of JDVVNL, Jodhpur**

and the LOI having been accepted by the selected Contractor vide <.....Insert Letter No.....>, resulting in Letter of Award to be issued and Contract Agreement to be entered into. *[Applicable for Bank Guarantees to be issued by Contractor against those Contracts awarded to their Associate]*

By this letter we, the undersigned, .....(insert name & address of the issuing bank) ....., a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at .....(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to the Employer up to ..... i.e., Ten percent (10%) of the Contract Price until **60 DAYS** from the date of successful completion i.e., upto and inclusive of ..... (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by the Employer duly authorized officer or the authorized officer of **Owner** declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to the Employer whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until 60 days beyond the **60 months** from the date of successful installation of last system i.e. upto and inclusive of ..... (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by <M/s. ....> on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to the Employer shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

All disputes arising under the said Guarantee between the Bank and the Employer or between the contractor and the Employer pertaining to the Guarantee shall be subject to the jurisdiction of courts only at Jodhpur in Rajasthan alone.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such





law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

POA Number \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

Fax Number \_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

email \_\_\_\_\_

**Note:**

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the



Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

Quote

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (value in figures) \_\_\_\_\_ [ \_\_\_\_\_ (value in words) \_\_\_\_\_].
2. This Bank Guarantee shall be valid upto \_\_\_\_\_ (validity date) \_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (validity date) \_\_\_\_\_.”

Unquote



**Annexure No. XX**  
**Format of Affidavit for not carried out Energy Audit in JDVVNL**  
**(To be enclosed with the technical bid)**

(On Non-Judicial Stamp Paper of Rs. 100/- attested by Notary Public/ First Class Magistrate)

I .....S/o .....Age ..... Yrs. .... Residing at .....  
..... Proprietor/Partner/ Director of M/s ..... do hereby solemnly  
affirm and declare that :

Team comprising of a team head and other members including sector experts for the work of  
verification or check verification:-

- (i) were not in the employment of a DC (JDVVNL) within the previous four years
- (ii) were not involved in undertaking energy audit in JDVVNL within the previous four.

Place

Signature of Proprietor/ Director/  
Authorized Signatory with Stamp and Date



**Annexure-XXI**

**Confirmation of "NO DEVIATION" in commercial terms and conditions of  
(Tender No. JU/SE(M&P-ZPC/TN-47))**

**Commercial Terms & Conditions**

Bidder's Name & Address:

To  
The Superintending Engineer (M&P-ZPC)  
Jodhpur Vidyut Vitran Nigam Limited  
2<sup>nd</sup> Floor, Old Generation Building,  
New power house Premises, Industrial Area  
Jodhpur:342003 (Raj.)

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Dear Sir,

**Sub:** Confirmation for "**No Deviation**" in Commercial terms & conditions of package No. **JU/SE(M&P-ZPC)/TN-47**

We hereby confirm that there is nil deviation in commercial terms & conditions stipulated in the bidding documents and we agree to adhere the same strictly.

Yours faithfully,

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Signature: \_\_\_\_\_

Date:

Seal / common seal