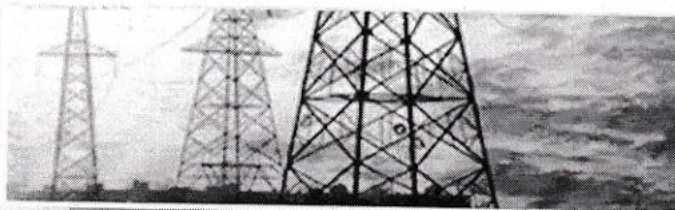


Final



**Ajmer Vidyut Vitran Nigam
Limited**



**Testing of Metering Equipments
i.e. HTTVMs / ABT meters/ CTs,
PTs/CVTs and CT-PT sets for the
consumers having voltage levels
of 11/33/132 KV at consumer site
in Ajmer Discom.**

TN -M&P-43

Purchaser



Ajmer Vidyut Vitran Nigam Limited

**Office of the Superintending Engineer (M&P),
AVVNL, Ajmer**

Email: semnpajm25@yahoo.com
Tel.: +91-1452670593

Handwritten signatures and initials in blue ink at the bottom of the page.

NOTICE INVITING TENDER

Reference No: TN-M&P-43

Ajmer Vidyut Vitran Nigam Ltd. ["AVVNL"/ "Ajmer Discom"] has invited bids from competent Agency for work of "Request for proposal (RFP) for Testing of Metering Equipment's i.e. HTTVMs / ABT meters/ CTs, PTs/CVTs and CT-PT sets for the consumers having voltage levels of 11/33/132KV at consumer site in Ajmer Discom"

The contract period shall be initially for a period of **two years** from the date of work order. The contract period may further be extendable for further One year, as per mutual agreement.

Mode of Bid Submission	Online through e-Procurement/e-Tendering system at https://eproc.rajasthan.gov.in https://sppp.rajasthan.gov.in/sppp/index.php
Tendering Authority	Superintending Engineer (M&P) Ajmer Vidyut Vitran Nigam Ltd. Opposite to 220 KV Chambal Power House, Madar, Ajmer - 305007.
Estimated cost of Project	Rs. 11,88,10,660/- Sh. S.L Verma
Contact Persons	SE (M&P), Ajmer Office: 0145-2670593,9413301815 Email: semnpajm25@yahoo.com
Submission of Banker's Cheque/ Demand Draft in favour of Sr. Accounts Officer (EA&Cash), AVVNL or online in the name of Sr. Accounts Officer (EA&Cash), AVVNL, having A/c No.61186312571 in the SBI Collectorate Branch, Jaipur having IFS Code SBIN0031026 against Tender Document Fee (including GST@ 18%) deposited in the office of the Sr. Accounts Officer (EA&Cash)(non-refundable), payable at Ajmer, Rajasthan. The bankers cheque / Demand Draft / copy of bank statement showing payment of Rs. 2950/- will have to be furnished with the Bid.	Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty Only) OR Rupees 1475/- (Rupees One Thousand Four Hundred Seventy Five Only) for MSME situated in Rajasthan classified under Section 7(1) of MSME Development Act 2006.
Submission Demand Draft for e-Tender Processing Fee with Sr. Accounts Officer (EA&Cash), in favour of M.D, RISL payable	Rs. 2950/-

at Jaipur(non-refundable)	
Submission of Bid Security through DD / Bankers Cheque in favour of Sr. Accounts Officer (EA&Cash), AVVNL or online in the name of Sr. Accounts Officer (EA&Cash), AVVNL, having A/c No.61186312571 in the SBI Collectorate Branch, Jaipur having IFS Code SBIN0031026 or in the form of BG in the name of SE (M&P), AVVNL, Ajmer(BG on stamp paper of 0.25% of BG amount or maximum upto Rs. 25,000/-)	<p>The bidders will submit the Bid Security amount/ EMD @ 2 % (two percent) of bid amount.</p> <p style="text-align: center;">OR</p> <p>@ 0.5 % of tender value for MSME situated in Rajasthan classified under Section 7(1) of MSME Development Act 2006 on furnishing of self attested copy of acknowledgement of entrepreneurs memorandum-II/Udyog Adhaar memorandum alongwith Affidavit as per Annex.'III' attached.</p>
Submission Date for Banker's Cheque/ Demand Draft / BG for Tender Fee, BID SECURITY, and Processing Fee.	The deadline for submission of these instruments is one day prior to the Bid Submission Deadline or can submit these instruments before the deadline. The Bidder has to submit the same in hard copy and attach the scan of receipts with online bids.
Publishing Date/Time at 18.00 Hrs.
Document Download / Sale Start Dateat 9.30 hrs onwards at https://eproc.rajasthan.gov.in www.energy.rajasthan.gov.in/jvvn/
Document Download / Sale End Date/Time at 17.00 Hrs
Bid submission Start Date/Time & Place of submission of bidsat 09.30 Hrs onwards at https://eproc.rajasthan.gov.in
Bid submission Last Date/ Time at 17.00 Hrs
Last date & Time for Submission of Banker's Cheque/ Demand Draft for Tender Fee, EMD, and Processing Fee at 15.00 Hrs in the Office of Sr. Accounts Officer (EA&Cash), AVVNL, vidyut Bhawan, Panchsheel, Ajmer
Date, Time and Place of Opening of Technical Bidsat 15.00 Hrs on https://eproc.rajasthan.gov.in
Date & Time of Opening of Financial Bids	To be intimated later
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	www.energy.rajasthan.gov.in/avvn/ www.eproc.rajasthan.gov.in http://sppp.rajasthan.gov.in
Bid Validity & BID SECURITY Validity	<p>Bid Validity:90 Days from the date of Financial Bid Opening</p> <p>BID SECURITY Validity: 180 days from date of Technical Bid opening. If required, the same shall be requested to be extended.</p>

NOTE:

1. The bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in.
2. Bidders who wish to participate in this tender will have to register on <https://www.eproc.rajasthan.gov.in> To participate in online tenders, Bidders will have to procure Digital Signature Certificate (Type - II or Type - III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, Safecrypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for future assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate. **Contact No.** 0141 - 4022688 (Help desk of RISL - 10.00 AM to 6.00 PM on all working days)
E-mail: eproc@rajasthan.gov.in
Address: e-Procurement Cell, RISL, Yojana Bhawan, TilakMarg, C-Scheme, Jaipur.
3. Bidders should go through the website <https://www.eproc.rajasthan.gov.in> should refer to the website and go through the link "Help For Contractors", "Information About DSC", "FAQ" and "Bidders Manual Kit" and **Section-I** to know the process for submitting the electronic bids at the website.
4. The 'Instructions to bidders' and other terms and conditions of this tender pertaining to the bidding process generally follow the guidelines of e-tendering system of the government of Rajasthan, available at URL <https://www.eproc.rajasthan.gov.in>. However, wherever there is any anomaly between the conditions referred to in this tender document and the GoR e-tendering system, the latter shall be final.
5. The complete tender document has been published on the websites, www.energy.rajasthan.gov.in/avvnl, <http://sppp.rajasthan.gov.in> and <https://www.eproc.rajasthan.gov.in> for the purpose of downloading.
6. The downloaded tender document shall be considered valid for participation in the bid process subject to submission of required Tender fees, e-Tender Processing Fee and BID SECURITY as mentioned in the NIT Section table. A copy of receipt of the tender fees, e-Tender Processing Fees & BID SECURITY must be enclosed along with the Technical bid/ proposal failing which the bid will be summarily rejected. The last date of submission of these Original instruments is mentioned in the NIT Table. The Bidder must take due care in submitting the instruments and collecting receipts from Ajmer Discom so that the Originals are submitted in hard copy and receipt scans are uploaded with the Technical Bid, before the Bid Submission Deadline.
7. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally by the Bidder. The Technical and Financial Bid which is uploaded on eproc portal must be signed and stamped on each relevant page by the designated Authorized Representative of the bidder. The name, designation and authority of the designated Authorized Representative of the Bidder shall be stated in the Bid.

8. No contractual obligation whatsoever shall arise from the tender document/bidding process unless and until a formal contract is signed and executed between the purchaser and the successful bidder(s).
9. AVVNL disclaims any factual/ or any other errors in this tender document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid.
10. Bids will be considered only in the prescribed manner. Bids not submitted in the prescribed format will be summarily rejected without further evaluation.
11. Copies of various documents to be enclosed along with the bids must be legible and be self-attested by the authorized signatory with official seal. Claims made by bidder related to the project experience and other requirements shall be considered only when appropriate supporting documents are provided.
12. The Bids can be submitted up to date and time given as specified in the NIT Table.
13. The complete bidding process is defined in the tender document.
14. In case, a bidder imposes conditions which are in addition or at variance or in conflict with the terms and conditions as specified in this tender document, all such bids will be summarily rejected.
15. Tendering Authority reserves the complete right to accept or reject in part or full any or all the bids without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/ rejected by the tendering authority.
16. In case, a dispute arises with regard to interpretation/ omission/ error in this tender document, bid submitted, other documents; the decision of SE (M&P), AVVNL, Ajmer will be final and binding upon the bidders.
17. Interested bidders may obtain further information from the office of :-

**The Superintending Engineer (M&P),
Ajmer Vidyut Vitran Nigam Ltd,
Opposite 220 KV Chambal Power House,
Madar, Ajmer - 305007.**

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SECTION 1: INTRODUCTION AND OBJECTIVE

1.1. INTRODUCTION

AJMER VIDYUT VITRAN NIGAM LIMITED (Ajmer Discom/AVVNL) is an undertaking of Government of Rajasthan engaged in supply and distribution of electricity in 14 districts of Rajasthan, consisting of 14 O&M circles viz. Ajmer, Bhilwara, Beawar, Nagaur, Deedwana-Kuchaman, Salumbar, Udaipur, Chittorgarh, Pratapgarh, Banswara, Dungarpur, Rajsamand, Jhunjhunu & Sikar. The Company was established on 19th June, 2000 by Government of Rajasthan under the provision of the Rajasthan Power Sector Reforms Act, 1999 as the successor company of RSEB and presently has its corporate office at Vidyut Bhawan, Makarwali road, Panchsheel, Ajmer 305001.

1.2. General details on geographical spread of AVVNL:

S.No.	Description	Nos.
1.	Number of Zones :- Ajmer, Udaipur and Jhunjhunu	3
2.	Number of Circles Ajmer, Bhilwara, Beawar, Nagaur, Deedwana-Kuchaman, Salumbar, Udaipur, Chittorgarh, Pratapgarh, Banswara, Dungarpur, Rajsamand, Jhunjhunu & Sikar	14

1.3. AREA: The area covered under AVVNL in 14 Circles are provided as below:

S.No	Zone	Name circle of	Name of divisions
1	Ajmer	Ajmer Circle	Rural Ajmer, Kishangarh, Nasirabad, Kekri
2	Ajmer	Beawar	Beawar,
3	Ajmer	Bhilwara	Bhilwara, Rural Bhilwara, Gulabpura, Mandal, Shahpura, Gangapur,
4	Ajmer	Nagaur	Nagaur, , Merta City, Jayal, Degana,
5	Ajmer	Deedwana-Kuchaman	Deedwana, Makarana, Kuchaman City, Ladnun, Parbatsar, Nawa
6	Udaipur	Udaipur	Udaipur-CDI, Udaipur-CDII, DD-I Udaipur, DD-II Udaipur, Bhinder, Kherwara,
7	Udaipur	Chittorgarh	Chittorgarh, Begun, Kapasan, Nimbahera,
8	Udaipur	Pratapgarh	Pratapgarh, Rural Pratapgarh
9	Udaipur	Banswara	Banswara, Bagidora, Kushalgarh
10	Udaipur	Dungarpur	Dungarpur, Sagwara, Seemalwara

[Handwritten signatures and initials]



Ajmer Vidyut Vitran Nigam Limited

11	Udaipur	Rajsamand	Amet, Kankroli, Nathdwara
12	Udaipur	Salumber	Salumber
13	Jhunjhunu	Sikar	Sikar, Sikar Rural, Laxmangarh, Reengus, Shrimadhapur, Danta Ramgarh, Neem ka Thana, Fatehpur
14	Jhunjhunu	Jhunjhunu	Jhunjhunu, Jhunjhunu Rural, Chirawa, Nawalgarh, Khetrinagar, Gudhagorji

1.4. List of 11/33/132 kV Customer:

The detailed list of 11/33/132 kV customer list shall be provided by concern XEN(M&P)/ AEN(M&P).

1.5. Brief Scope of Work

Testing of consumer metering system equipment's i.e. HTVMs/ ABT meters, CTs, PTs / CVTs & CT-PT sets of various ratio and voltage level of 11/33/ 132 KV of consumers along with data analysis at site as per requirement in Ajmer Discom.

Verification of correctness of wiring connection, testing the accuracy of HTVMs/ ABT meters, CTs, PTs / CVTs & CT-PT sets. Generation of test results indicating performance of metering system components installed / situated at consumer premises as well as switch yard of GSS of AVVNL / RRVNPL under domain of Ajmer Discom. The test result generation shall indicate individual and overall performance. Preparation of output reports to enable supervision and monitoring of status and performance of the metering system installed at consumers premises or switch yard of GSS.

The contract period shall be initially for a period of **two years** from the date of work order. The contract period may further be extendable for further One year, as per mutual agreement.

DEFINITIONS AND ABBREVIATIONS

The following words and expressions shall have the meanings hereby assigned to them:

- "Applicable Law" means the laws and any other instruments having the force of law in the Government's state/country, as they may be issued and in force from time to time.
- "Applicant" shall mean the bidder.
- "Bank" or "Banks", refers to all scheduled Indian Banks as per the RBI current list.
- "Bidder" shall mean any firm/ agency/ company/ contractor/ supplier (except electricity meter and CTPT manufacturer and meter marketing agency)/ vendor,

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responding to Invitation for Bids / Request for Proposal / Notice Inviting Tender and which is participating in the Bid.

- (e) "Completion" shall mean the completion of the Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
- (f) "Contract" means the Agreement entered into between the Purchaser and the Contractor together with the Contract Documents referred to therein, including all attachments, appendices and all documents incorporated by reference therein.
- (g) "Contract Documents" shall mean the following documents listed, including any amendments thereto be read and construed as part of this Agreement, viz.:
 - I. The Detailed award of contract;
 - II. The Special Conditions of Contract;
 - III. The General Conditions of Contract;
 - IV. The Instructions to bidders;
 - V. The Purchaser's Notification to the Bidder for Award of Contract;
 - VI. Bidder's response (proposal) to the RFP, including the Bidder's technical offer and the financial offer;
 - VII. Contract agreement along with letter of intent & it's acknowledgement; and
 - VIII. Bid Security deposit along guarantee
 - IX. Performance Security.
 - X. Power of attorney in favour of the signatory.
 - XI. Bid proposal form and its schedule including price schedule and completion schedule
- (h) "Contract Price" means the price payable to the Contractor as specified in the Agreement, subject to such additions and adjustments thereof or deductions there from, as may be made pursuant to the Contract.
- (i) "Contractor" means the agency appointed to perform services for the Utility under this contract. Supplier/Successful Bidder has been used to mean Contractor in this document.
- (j) "Day" means calendar days including working as well as non-working day (Saturdays, Sundays and holidays).
- (k) "Delivery" means the delivery of Services from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (l) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 8 of GCC;
- (m) "GCC" means the General Conditions of Contract.

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Ajmer Vidyut Vitran Nigam Limited

- (n) "Government" means the Government of Rajasthan unless the context implies the Government of India.
- (o) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights;
- (p) "In writing" shall include any manuscript type, written or printed statement, under or over signature or seal as the case may be.
- (q) "A.V.V.N.L." shall mean the AJMER VIDYUT VITRAN NIGAM LIMITED represented by Managing Director and shall include their legal personal representative, successors and assignees.
- (r) "Letter of Intent" shall mean the customer's letter conveying his acceptance of the tender subject to such reservations as may have been stated therein
- (s) "Meter" shall mean electricity meter used to measure electric power supplied by the utility
- (t) "Month" shall mean, English calendar month i.e. period of 28/29/30/31 days
- (u) "OEM" Original Equipment Manufacturer
- (v) "Owner" means the "Utility" calling for RFP.
- (w) "Party" means the Utility or the Contractor, as the case may be;
- (x) "Personnel" means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; and "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's country;
- (y) "Project" means all activities covered under present contract.
- (z) "Proposal Due Date (PDD)" means last date of submission of bid document.
- (aa) "Purchaser's Country" shall mean India.
- (bb) "Purchaser" means the entity availing the Services, as specified in the SCC. It has been used to mean Ajmer Vidyut Vitran Nigam Limited (AVVNL) in this document.
- (cc) "Related Services" means the services to be provided as per the requirements /conditions specified in the Contract. In addition to this, the definition would



Ajmer Vidyut Vitran Nigam Limited

also include other related/ancillary services that may be required to execute this Contract.

- (dd) "SCC" means the Special Conditions of Contract.
- (ee) "Services" means the work to be performed by the Contractor pursuant to this Contract for the purposes of the Project, as described in the Scope of Work hereto;
- (ff) The "Specification" shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any
- (gg) "Sub-contractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is sub-contracted by the Contractor.
- (hh) "Successful Bidder" shall mean whose bid has been accepted by the Utility and appointed to perform services for the Utility under this contract.
- (ii) "The Site" shall mean all identified locations within the jurisdiction of Ajmer Discom, where the Contractor carries out any installation of Goods or is required to provide any Services.
- (jj) "Third Party" means any person or entity other than the Government, the Utility, the Contractor or any other party as implied by the usage and context.
- (kk) "Utility" means the purchaser calling for RFP, i.e., AVVNL.

Note: (1) Words importing the singular only shall also include the plural and vice version where the context requires.

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

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SECTION 2: QUALIFICATION REQUIREMENTS (QR)

The following eligibility criteria are mandatory and non-fulfilment of which will lead to disqualification of the bid (Satisfactory evidence in form of valid document to be provided by the bidder)

S. No	Particulars	Qualifying criteria	Supporting Documents required
1.	Bidder Status	<p>Company/ Firm should be registered under the Companies Act 1956/2013 or a Partnership firm registered under Partnership Act 1932/2008 or a Proprietor firms or society registered under societies act.</p> <p>NOTE:- However, the Meter and CTPT manufacturing companies and their association cannot participate in this bidding process.</p> <p><u>Jointventure, Consortium or Association:</u> The consortium or Joint venture is not allowed.</p> <p>NOTE:- Regarding with MSMED (for nature of work) situated in Rajasthan classified under section 7 (1) of MSME Development Act 2006 subject to fulfilment of qualifying requirement for turnover work experience.</p>	<p>Self-attested copy of-</p> <ol style="list-style-type: none">1) Incorporation Registration Certificate, MOA & AOA in case of company.2) Partnership deed in case of partnership firm.3) Undertaking on Rs.100 NJSP with duly Notarized in case of Proprietor firm.4) Society Registration Certificate for society registered under society act.5) MSME Registration Certificate for MSME's Deptt.
2.	Experience (a)	<p>The bidder should have experience of order for onsite testing of at least 3000 NosHTTV / ABT Meters, CT and PT and CVT for voltage levels11/33/132kV for one or more Govt Department/Govt Undertaking/SEBs/Power Sector Utilities.</p>	<p>Valid work order copies along with the certificate of quantum of work executed against the awarded work</p>

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Ajmer Vidyut Vitran Nigam Limited

	(b)	Single order executed and similar scope of work for any one Govt Department/Govt Undertaking/SEBs/Power Sector Utility should be of 1500 Nos HV/HT connections, Performance certificate/ successful completion certificates to be submitted along with the bid for the proof of the same.	order/Work Completion Certificate issued by the work awarding authority.
3	Authorized to work on electrical network	<p>The Bidder should possess valid class "A"/"B" Electrical license issued by Electrical Inspectorate of any state Govt. or Central Govt. of India and has adequate technical knowledge and practical experience.</p> <p>If the bidder owns a license other than Rajasthan state, then bidder will have to obtain it within one month from Electrical Inspectorate of Govt. of Rajasthan before commencement of the work in case bidder is selected for award, failing which the contract awarded is likely to be cancelled.</p> <p>An undertaking to this effect is to be furnished along with the bid.</p> <p>The registration should be valid from the date of start of the work and shall remain valid up to 30 days from the date of completion of contract period.</p>	<p>Self-Attested Copy of registration certificate issued by Electrical Inspectorate or any other authorized agency of the State.</p> <p>Undertaking to register as Class - "A"/"B" contractors in the State of Rajasthan</p>
4.	Financial strength of the Company/ firm	Annual turnover of the firm should not be less than Rs 10 Cr. (Ten Crores) in each for the last three financial years. Balance sheets duly certified by practicing Chartered Accountant for the same have to be attached with the tender offer.	<p>(i) Copy of the audited statement of accounts (P&L Account & Balance Sheet) of Financial year 2023-24, 2024-25 & 2025-26.</p> <p>(ii) Certificate issued by practicing Chartered Accountant stating annual turnover with UDIN No.</p>
5.	Financial Net Worth	Bidder shall have positive net worth as on 31 st March 2026.	Certificate issued by CA stating net worth as on 31 st March 2026 with UDIN No.
6.	Tools	The bidder should have the required hardware / software tools for carrying out the service. Bidder should give a brief write-up on the facility i.e. Hardware /software tools, available with them.	List of equipment with details

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Ajmer Vidyut Vitran Nigam Limited

7.	Experience manpower	The bidder should have necessary trained and experienced staff to carry out this project. Bidder shall provide details of experience of their personnel, who are likely to be involved in this project.	Self certified Resume of personnel to be involved in
8	Accreditation	The bidder should have experience of operating and maintaining NABL Accreditation for carrying out the similar scope of work i.e "On-site Testing of 11/33/132 kV Metering System including HTTVMs / ABT meters, CTs, PTs/CVTs and CTPT sets at site" for last continuous 5 years from the last date of bid submission. Documentary proof should be submitted by the bidder.	Valid NABL scope
9	Blacklisting/ Termination	The bidder who has failed to execute the work orders of the AVVNL earlier or blacklisted by AVVNL/any of state government/central government / central or state Govt undertakings /utilities/private organization etc on the date of bid submission shall not be eligible to participate in this tender. Self-declaration on appropriate non-judicial stamp paper duly notarized for the same needs to be submitted along with Bid Offer.	Self-declaration for no blacklisting on non-judicial stamp paper worth Rs.100 duly notarized. (As per form F-4)
10	Power of Attorney	Bidder shall be required to submit power of Attorney in favour of signatory.	Attorney in favour of signatory on NON-Judicial stamp paper of Rs.500/- (duly Notarized) NOTE:- in case company board resolution required.
11	GST Certification	The bidder should have a valid GST number.	GST Certificate.

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Note:

1. In case of non-furnishing of requisite document along with the bid, the bid will be considered as non-responsive and bid may be summarily rejected.
2. AVVNL reserves the right to waive deviations, if they do not materially affect the capability of an applicant.

SECTION 3: INSTRUCTION TO BIDDERS

1. General Instructions:-

1.1. Objective of the RFP:

The objective of the RFP is to appoint any qualified firm to undertake activities of on-site testing of Metering Equipment's i.e. HTTVMs / ABT meters, CTs, PTs / CVTs & CT-PT sets of various ratio and voltage level of 11/33/ 132 KV of consumers at site as per requirement in Ajmer Discom.

- 1.2. The tender/bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in.
- 1.3. Bidders who wish to participate in this tender will have to register on <https://www.eproc.rajasthan.gov.in>. To participate in online tenders, Bidders will have to procure Digital Signature Certificate (Type - II or Type - III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, Safecrypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for future assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.

Contact No. 0141 - 4022688 (Help desk of RISL - 10.00 AM to 1.00 PM on all working days), E-mail: eproc@rajasthan.gov.in, Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

Bidders should refer to the website <https://www.eproc.rajasthan.gov.in> and go through the link "Help For Contractors", "Information About DSC", "FAQ" and "Bidders Manual Kit" and Section-I to know the process for submitting the electronic bids at the website.

- 1.4. The 'Instructions to bidders' and other terms and conditions of this tender pertaining to the bidding process generally follow the guidelines of e-tendering system of the government of Rajasthan, available at URL <https://www.eproc.rajasthan.gov.in>. However, wherever there is any anomaly



between the conditions referred to in this document and the GoR e-tendering system, the latter shall be prevailed.

- 1.5. The complete bid document has been published on the websites, <http://www.energy.rajasthan.gov.in/avvnl>, <https://www.eproc.rajasthan.gov.in> and <http://sppp.rajasthan.gov.in> for the purpose of downloading.
- 1.6. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required Bid document fee of Rs. 2500/- (Rupees Two Thousand Five Hundred only) + 18% of GST (Total Rs. 2950, Two Thousand Nine Hundred Fifty Only) through Demand Draft/Bankers cheque in favour of Sr. Accounts Officer (EA&Cash), AVVNL, PAYABLE AT Ajmer and e-Tender Processing Fee: Rs. 2500/- (Rupees Two Thousand Five Hundred only) + 18% of GST (Total Rs. 2950, Two Thousand Nine Hundred Fifty Only) through Demand Draft/Bankers cheque in favour of M.D., RISL payable at Jaipur. Scanned copies of the aforesaid DDs along with receipt shall be enclosed with the submission of bid online whereas original DDs shall be furnished to the Sr Accounts Officer (EA&Cash), AVVNL, vidyut Bhawan, Panchsheel, Ajmer in separate envelopes up to the date & time specified for the submission of bid.

1.7. Contract Period:

The work completion period is mentioned under SCC clause No. 1.11. The successful bidder must formulate the work completion strategy accordingly and deploy the sufficient work force on the said assignment, to complete the work in the given timeline. The contract period shall initially be **Two years** from the date of work order, which may be further extended on the same rates and terms & conditions of original contract, subject to satisfactory performance of the agency and mutual agreement, for a maximum period of another One Year.

The performance of the agency will be reviewed half yearly (i.e. after completion of every six months). The contract for awarded work may be rescinded at any time if the performance regarding achievement of the objective and scope of works as illustrated under Section-5 of this Bid Document is not found satisfactory [no compensation will be paid] or the agency breach any of the terms and conditions, or the agency will be advised for improvement. AVVNL however reserves the right to terminate the contract after 1 year of LOA, without assigning any reason.

- 1.8. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally and stamped on each page by the designated authorized representative of the bidder.

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Ajmer Vidyut Vitran Nigam Limited

- 1.9. Eligible Bidders: The bidder should be a legal identity. The bidder would be evaluated on the basis of eligibility criteria set out in Section -2 of the RFP.
- 1.10. Subcontracting: The successful bidder shall not be permitted to sub-contract any part of its obligations under the Contract with the A.V.V.N.L.
- 1.11 Joint venture, Consortium or Association: The consortium or Joint venture is not allowed.
- 1.12 The bidders shall provide a single price quote including GST or other Taxes if any.
- 1.13. Corrigendum: Any corrigendum issued shall form part of the RFP Document and shall be issued on the e-procurement website <https://www.eproc.rajasthan.gov.in>, <http://www.energy.rajasthan.gov.in/avvnl> and <http://sppp.rajasthan.gov.in>
- 1.14 **FIELD CONDITIONS** :It shall be the responsibility of bidder to be acquainted with existing procedure of AVVNL in its own interest, before submitting the bid, inspect an examine the area involved and challenges involved in delivering the services, quantum of work, quality of work and services expected by the AVVNL and other such specific project related information. The bidder may satisfy it self regarding the field conditions and familiarize themselves with the present system of testing of meter system equipments / components for their accuracy at site including consumer wise data collection.
For ascertaining the field conditions the agency may contact the respective circle SE (O&M), AVVNL. The details of the area to be covered in the scope of the contract are available at Section 1 clause 1.2 & 1.3. No claim for change in the bid or terms and conditions of contract shall be entertained on the ground that the conditions are different than what were contemplated.
- 1.15 The bidders, in their own interest are requested to read very carefully these instructions and the terms and conditions as incorporated in all Sections of the bid before filling the bid form. If they have any doubt about the meaning of this Specification or any portion thereof, they shall before submitting the bid furnish to the respective authority of Discom in writing at least fifteen days before the specified date of opening of techno-commercial bids in order that such doubts may be removed. Submission of the bid shall be deemed to be the conclusive proof of the fact that the bidder firm had acquainted themselves and is fully conversant with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in his bid.

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2. Preparation of Bidding documents: -

2.1. EARNEST MONEY / BID SECURITY DEPOSIT:

2.1.1. The bidder shall furnish Bid Security as per NIT table by DD/Banker's cheque payable in the name of Sr Accounts Officer (EA & CASH), AVVNL, Ajmer or online payment in the name of Sr. Accounts Officer (EA & Cash), AVVNL, having A/c No.61186312571 in the SBI Collectorate Branch, Jaipur having IFS Code SBIN0031026 up to stipulated date & time, and obtain a receipt, thereof.

Sr Accounts Officer (EA & CASH) will be the custodian of the BID SECURITY. No other mode of deposit shall be accepted.

2.1.2. Any tender not accompanied by a copy of the receipt for depositing Bid Security by Banker's cheque / bank draft or in the form of BG in the name of SE (M&P), AVVNL, Ajmer (Rajasthan Non-Judicial Stamp Paper worth 0.25% of BG value or maximum upto Rs. 25,000/-) shall be rejected and the tender will not be opened. Moreover, **the bidder shall submit the power of attorney/Board resolution in favour of the signatory of the bid.**

1.1.3 In case of unsuccessful bidders, the Bid Security will be refunded on production of the original receipt after issue of the work order to successful bidder.

2.1.4 Request for adjustments/proposals for acceptance of Bid Security deposits, if any, already lying with the Nigam in connection with some other bids/orders shall not be entertained.

2.1.5 No interest shall be payable on Bid Security deposits.

2.1.6 The AVVNL reserves the right to forfeit Bid Security deposit in full if successful bidder either has not accepted the work order or not completed the contractual requirement within the specified period.

2.1.7. The Bid security taken from a bidder shall be forfeited in the following cases, namely: -

- I. when the bidder withdraws or modifies its bid after opening of bids;
- II. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
- III. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
- IV. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
- V. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

2.1.8 The Discom shall promptly return the bid security after the earliest of the following events, namely: -

- I. The expiry of validity of bid security;



- II. The execution of agreement for procurement and performance security is furnished by the successful bidder;
- III. The cancellation of the procurement process; or
- IV. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2.2. COST OF TENDER SPECIFICATION AND e-TENDER PROCESSING FEES.

The bidders are permitted to download the bid document from websites <https://eproc.rajasthan.gov.in> & www.energy.rajasthan.gov.in/avvnl but must pay the tender document as per NIT table in Bank Draft payable to Sr Accounts Officer (EA&CASH) AVVNL, payable at Ajmer or online payment in the name of Sr. Accounts Officer (EA&Cash), AVVNL, having A/c No.61186312571 in the SBI Collectorate Branch, Jaipur having IFS Code SBIN0031026 up and e-tender processing fee amounting to Rs. 2950/- (Rs. Two Thousand Nine Hundred fifty only) by DD/Banker's Cheque in favor of M.D, RISL payable at Jaipur up to stipulated date & time in the office of Sr Accounts Officer (EA&CASH), AVVNL Ajmer and obtain acknowledgement thereof. The processing fee will be sent to RISL by Sr AO (EA&CASH)AVVNL,Ajmer.

3. Submission and Opening of Bids:-

3.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of his Bid. The tendering authority shall not be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

3.2 LANGUAGE OF BIDS

The Bid, as well as all correspondence and documents relating to this Bid shall be exchanged and considered by the Bidder and the tendering authority in English Language only. Supporting documents and printed literatures comprising part of the Bid may however be provided in English/ Hindi language.

3.3 SUBMISSION OF PROPOSALS

The Bidder shall submit their bid only in electronic format at <https://eproc.rajasthan.gov.in>. The bid should be digitally signed and stamped on each page by a responsible and authorized person. The Bidder shall procure Digital Signature Certificate (DSC) as per IT act - 2000.

3.4 DOCUMENTS COMPRISING THE BID

Bids are to be submitted in two parts:-

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3.4.1 Part-I (Technical part of bid, to be filed in .pdf format):- This shall contain the following:-

- i. Scanned copy of bid security issued in the form of BG in favour of the Superintending Engineer (M&P), A.V.V.N.L., Ajmer towards deposition of EMD/ bid security deposit amount,
- ii. Scanned copy of Demand Draft/Bankers cheque along with receipt issued in favour of M.D. RISL payable at Jaipur towards e-Tender Processing Fees,
- iii. Scanned copy of Demand Draft/Bankers cheque along with receipt issued in favour of the AO (EA&CASH), AVVNL, Ajmer on account of deposition of the cost of tender document,
- iv. Technical Bid offer cover letter on company's/ firm's letter head and related formats as specified under **Section-7 "TECHNICAL PROPOSAL SUBMISSION SHEET"** of this RFP.
- v. The power of attorney/Board resolution in favour of the signatory of the bid.
- vi. Other Documents/ certificates about bidder's competence, financial strength, details of experience in accordance with the QR specified so that the A.V.V.N.L. may be able to examine whether the offer submitted is technically acceptable and also confirm to our commercial terms and conditions or not.

3.4.2 Part-II (Financial/ Price bid/ BOQ, to be filed in .xls format):-

- i. This shall contain the financial offer for carrying out the scope of work. The financial offer must be submitted in excel file of BOQ as per guidelines specified under **Section-9 "GUIDELINES FOR FINANCIAL BID SUBMISSION"** of this RFP.
- ii. The price bid shall only be opened after examination of Technical Bid as per requirement stipulated in this specification and being satisfied about the fulfilment of the eligibility criteria. Price bid of only successful and qualified bidders shall only be opened. The date of opening of the price Bids shall be intimated to successful bidders, after evaluation of technical bid (Part-I).

3.4.3 If required, A.V.V.N.L. may ask any bidder to furnish original copy of any documents or copy thereof duly attested by the Notary as the case may be for physical verification form on short notice of three days.

3.5 FILLING OF BIDS

3.5.1 The bid shall be submitted online in the electronic formats attached here to and all blanks in the tender and the schedule to the specification shall be duly filled in. The completed forms, schedule(s) shall be considered as part of the contract documents in case of the successful bidder.



- 3.5.2 No alteration shall be permitted to the formats and schedules enclosed with this tender specification and the Bidder must entirely comply with the specification.
- 3.5.3 The tender and all accompanying documents shall be in Hindi/English Language and shall be signed digitally by a responsible and authorized person having power of attorney/Board resolution in favour of the signatory of the bid. The name, designation and authority of the signatory shall be stated in the tender. For any accompanying/supporting document supplied in language other than the specified, translated document of the same shall also be provided; otherwise, the document shall to be deemed as null and void.
- 3.5.4 The bid shall be accompanied with the Power of Attorney (PoA) issued in the favour of authorized signatory of the bid. The PoA shall be on the Non-Judicial Stamp Paper of Rajasthan having value of Rs. 500/-.
- 3.5.5 The bidder must quote the prices strictly in the manner as indicated herein, failing which the bid shall be liable for rejection. These must not contain any additions, alterations or corrections and any other marking which leave any room for doubt.
- 3.5.6 The A.V.V.N.L. will not be responsible to accept any cost involved in the preparation or submission of bids.
- 3.5.7 Any printed conditions of service on the bid shall not be accepted by the A.V.V.N.L.
- 3.5.8 All bids and accompanying documents shall be addressed to the Superintending Engineer (M&P), AVVNL, Ajmer opposite to 220 kv Chambal Power House, Madar, Ajmer-305007.
- 3.5.9 The tenders/quotations given in the form other than the form prescribed shall not be considered.
- 3.5.10 After submission of valid authorization certificate of the authorized signatory of the bid, only one person shall be allowed for presence during the opening of the bid.

3.6 ALTERNATIVE BIDS

Alternative bids shall not be considered.

3.7 BID PRICES

- 3.7.1 All the prices should be quoted in Indian Rupees (INR) only.



- 3.7.2 The prices quoted in BOQ.xls should be inclusive of the GST if any applicable at present.
- 3.7.3 The GST or any other taxes shall be paid by AVVNL. Any statutory variation due to imposition of new tax or any increase/decrease in existing taxes by the government subsequently during the period of the contract shall be on the part of the A.V.V.N.L. Similarly, any waiver or reduction in the existing taxes shall also be passable to the A.V.V.N.L.

3.8 PERIOD OF VALIDITY OF BIDS

- 3.8.1 The submission of any bid connected with these documents and specification shall constitute an agreement that the Bidder shall have no cause of action or claim, against the A.V.V.N.L. for rejection of its bid. The A.V.V.N.L. shall always be at liberty to reject or accept any bid or bids at its sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the owner.
- 3.8.2 The bids shall be valid for a minimum period of 180 days (One hundred Eighty) days from the date of opening Part-I (Technical part of bid) or 90 (Ninety) days from the date of opening of Part-II (Price bid) wherever is later. Bids mentioning a shorter validity period other than specified are likely to be summarily rejected / ignored.
- 3.8.3 A.V.V.N.L. may ask for extension in validity period. The Bidder will be at liberty to accept it or not.

3.9 SIGNING OF THE BID

- 3.9.1 The bidding document shall be digitally signed by a person duly authorized to sign on behalf of the bidder, (having power of attorney/Board resolution in favour of the signatory of the bid) in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written confirmation as specified in the bidding document and shall be attached to the bid.
- 3.9.2 Bid by a partnership must be furnished with full names of authorized partner followed by the signature(s) and designation (s) of the authorized partner(s).
- 3.9.3 Bids by corporation/ company must be signed with the legal name of the corporation/company by the President, Managing Director or by the Secretary or other person or persons authorized to sign the bid on behalf of such corporation/company.
- 3.9.4 A bid signed by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'Agent' or other designation without disclosing his principal will be liable to be summarily rejected.

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- 3.9.5 Satisfactory evidence of the authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 3.9.6 The Bidder's name stated on the proposal shall be exact legal name of the firm/agency.
- 3.9.7 Bids not conforming to the above requirements of signing shall be disqualified.

3.10 AMENDMENT/CORRIGENDUM/ADDENDUM IN RFP DOCUMENT AND DEADLINE FOR SUBMISSION OF BID

- 3.10.1 Bids must be submitted online by the bidders on the website <https://www.eproc.rajasthan.gov.in> and earlier than the date and time specified in the NIT.
- 3.10.2 At any time prior to the Bid Due Date, the Authority may for any reason, whether on its own initiative or as a result of a response to a query received during Pre-Bid Conference, modify the RFP Document/extend Bid Due Date by issuing "Amendment/Corrigendum/Addendum".
- 3.10.3 The Amendment/Corrigendum/Addendum shall be published on <http://www.energy.rajasthan.gov.in/avvnl>, <https://eproc.rajasthan.gov.in> and <http://sppp.rajasthan.gov.in>. Each such Amendment/ Corrigendum/ Addendum shall become part of the RFP Document.
- 3.10.4 Change in date of submission and opening of bids if any shall also be placed on the A.V.V.N.L. website immediately. However, if the modifications in bidding document, specifications of service are substantial, fresh publication of original bid inquiry may also be issued.
- 3.10.5 The A.V.V.N.L. on its discretion, reserves right to extend the deadline for the submission of bids.

3.11 RECEIPT OF TENDERS/ BIDS

- 3.11.1 Access to the bids is strictly restricted and will be provided only to the concerned officers of A.V.V.N.L. doing the evaluation.
- 3.11.2 Bids received by modes other than submission on <https://www.eproc.rajasthan.gov.in> website shall not be considered.

3.12 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

A Bidder may substitute or modify its bid after it has been submitted but prior to the deadline prescribed for submission of bids as per the e-tendering process but bidder cannot withdraw his bid after submitting it once.



3.13 BID OPENING

- 3.13.1 The designated Committee will perform the bid opening.
- 3.13.2 The tendering authority shall conduct the bid opening at the address, date and time specified in the NIT.
- 3.13.3 All the bids received up to the specified time and date in response by all the bidders shall be opened by the members of the designated Committee after entering their corresponding credentials (login id and digital signatures) in the website <https://www.eproc.rajasthan.gov.in> at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present.
- 3.13.4 No bid shall be rejected at bid opening except for alternative bids, bids not accompanied with the required evidences regarding deposition of cost of tender documents, EMD/ bid security deposit, and e-tender processing fees.
- 3.13.5 The Tendering authority shall prepare a record of the bid opening that shall include name of the bidder, the bid price and the presence or absence of Tender fee, EMD/ bid security deposit. The bidder's representatives who are present shall be required to sign the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record.
- 3.13.6 Only the Part-I containing "Technical Bid" shall be opened first. The Part-II containing "Financial Bid" shall be kept intact and shall be opened later on the specified date and time which shall be intimated to the bidders who qualify in the evaluation of technical bids.
- 3.13.7 The details of deposit of tender fee, EMD/ bid security deposit and processing fees with each bid shall be read out loudly.
- 3.13.8 A list of names of the representatives of the bidding firms present at the time of opening of tenders shall be prepared and read out and got signed by the respective representatives.

4. EVALUATION OF BIDS

- 4.1.1 The tendering authority shall evaluate each bid that has been determined, up to the stage of the evaluation, to be substantially responsive.
- 4.1.2 To evaluate a bid, the tendering authority shall use all the criteria and methodologies defined in Section 8 "BID EVALUATION METHODOLOGY" of this bidding document.



4.2 EVALUATION OF TECHNICAL BIDS

- 4.2.1 The bidder shall be evaluated based on the documents submitted by them on the online procurement portal demonstrating the fulfilment of Qualifying requirements and other terms and conditions as may be specified in this bidding document. If during the evaluation, it is found that some clarification is required or additional documents are required the same may be collected in hard copy, through official channel only, post submission of bid and during evaluation of technical bid. Provided, such additional document(s) shall not alter the scoring of the bidder or provide any undue advantage to the bidder.
- 4.2.2 The initial technical evaluation shall be completed by the designated Committee as early as possible after opening of technical bids.
- 4.2.3 The number of firms qualified in technical evaluation, if less than three, and it is considered necessary by the tendering authority to continue with the bid process, reasons shall be recorded in writing; otherwise fresh bids may also be invited.
- 4.2.4 After approval of the technical evaluation by competent authority, the firms which qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial bids.
- 4.2.5 For the firms which could not qualify in technical evaluation, EMD/ bid security deposit shall be refunded. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- 4.2.6 The Tendering Authority will carry out a detailed evaluation of the bids as per criteria prescribed under Eligibility Criteria mentioned in the RFP and on the basis of documents enclosed with the technical bid.
- 4.2.7 In order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents, the Tendering Authority will examine the information supplied by the Bidders.

4.3 EVALUATION OF FINANCIAL BIDS

- 4.3.1 The financial bids of bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the members of the designated Committee in the presence of the bidders or their representatives who choose to be present.
- 4.3.2 The process of opening of financial bids shall be similar to that of technical bids.

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- 4.3.3 The names of the firms, the rates given by them and conditions if any, shall be read out and recorded in the tender opening register.
- 4.3.4 Conditional bids are liable to be rejected.
- 4.3.5 **The offers shall be evaluated on L1 basis** and the technically qualified bidder quoting the lowest price shall be considered as L1 bidder, bidder quoting price next higher to the L1 bidder's price shall be considered as L2 bidder and so on. If the "Quoted Rate" are same for two bidders, then their ascending order would be determined on the basis of draw of lottery in presence of the bidder who wishes to be present.
- 4.3.6 It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.
- 4.3.7 The bidders may note that A.V.V.N.L. is not bound to accept the lowest financial offer.

Note: If the bidder quotes zero or null value against any of the item(s) in column "A" of the financial offer i.e. "BOQ", the same offer shall be rejected. In this case the qualified bidder evaluated by e-proc system shall deviate and shall not be considered to be valid.

4.4 CORRECTION OF ARITHMETIC ERRORS

- 4.4.1 Provided that the bid is substantially responsive, the competent Committee shall correct arithmetical errors on the following basis: -
- 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
 - 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 point (i) above.

4.5 NEGOTIATIONS

- 4.5.1 As a general rule, negotiations after opening of bids would be discouraged. However, negotiations may be undertaken in exceptional circumstances, as under: -
-When the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids.
- 4.5.2 The competent committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.



- 4.5.3 Negotiations shall not make the original offer made by the bidder inoperative. The competent committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- 4.5.4 The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and email (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid time, competent committee after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- 4.5.5 In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the competent committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work / supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.
- 4.5.6 In case the rates even after the negotiations are considered very high, fresh bids shall be invited..

5. Rejection of bids:

- 5.1 The bid may be considered as rejected /non responsive on account of any of the followings:-
- Any action on the part of the bidder to revise the rates/prices and modification in technical or commercial substance of original offer subsequent to opening of tender.
 - Submission of any supplementary information unless & otherwise asked for by the bidder after opening of the Bid may result in rejection of the Bid and may also debar him from submission of Bid to A.V.V.N.L. at least for a year.
 - The A.V.V.N.L. reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the A.V.V.N.L.'s action.
 - In case of bidder not furnishing the desired information in the desired format the bid/offer may be rejected.

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- In case of bidder not adhering to the format of financial offer given with this document the bid/ offer may be rejected.
- In case of any foot note or explanatory statement in the financial offer the bid/offer may be rejected.
- In case of financial offer comprising any supplementary statement or discount or any condition the bid /offer may be rejected.
- In case, the bidder quotes zero or null value against any of the item(s) in column "A" of the financial offer i.e. "BOQ", the same offer shall be rejected.

6. Signing of agreement

- 6.1 On receipt of Letter of award/work order whichever is earlier from A.V.V.N.L., the successful bidder shall enter into an agreement with A.V.V.N.L. by jointly signing. The draft of the agreement based on the terms, detailed in RFP will be forwarded to the successful bidder for execution. The **agreement shall be executed within 15 working days** thereafter. The person to sign the agreement must be duly authorized by the Bidding entity.
- 6.2 If the bidder, who has been selected for contract, fails to sign a written agreement for contract or fails to furnish the required security deposit within specified period, the Discom shall take action against the successful bidder as per the provisions of the bidding document. The Discom may, in such case, cancel the contract with the bidder, forfeit the EMD/ bid security deposit and debar the bidder to participate in any future bid.
- 6.3 The contract agreement shall be executed on Rajasthan Non-Judicial Stamp Paper worth 0.15% of contract value / as per GOR prevailing norms.

7. Performance Security Deposit

The successful Bidder within **fifteen (15) working days** of the receipt of letter of award/work order whichever is earlier from the A.V.V.N.L. shall furnish the Performance Security in the form of Bank Draft or Banker's Cheque of a scheduled bank or Bank guarantee of a scheduled bank. It shall be got verified from the issuing bank. **The value of Performance Security would be 10% of the contract value.** The Performance Security would be valid up to a period of 6 months post the date of completion of the work. The performance security shall be deposited in formats as provided in **Annexure – II.**

The Bank Guarantee for performance security shall be executed on Rajasthan Non-Judicial Stamp Paper worth 0.25% of BG value or maximum upto Rs. 25,000/-)



8. Understanding and clarifications on documents and specifications

- i. The Contract shall be considered to have come into force from the date of the issue of Letter of Intent/Letter of Award/work order whichever is earlier . The bidder is required to carefully examine the specifications and documents and fully aware itself about all the terms & conditions and matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation/clarification to the tendering authority. The A.V.V.N.L. shall issue interpretation and clarifications as it may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit its bid but within the time and date specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the bidder's proposal.
- ii. Verbal clarifications and information given by the A.V.V.N.L. or its employee(s) or its representative(s) shall not in any way be binding on the A.V.V.N.L.

9. Policy for bids under consideration

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the A.V.V.N.L. to the bidders. While the bids are under consideration, bidders or their representatives or other interested parties are advised to refrain from contacting by any means, the A.V.V.N.L. or its employees/ representatives on matters related to the bids under consideration, in the event of such happening the bidders proposal may be declared as rejected irrespective of his selection or rejection on the basis of the tender conditions. The A.V.V.N.L., if necessary, will obtain clarifications on the bids by requesting for such information from any or all the bidders, either in writing or through personal contact, as may be necessary. **Bidder will not be permitted** to change the substance of the bid after the bid has been opened.

10. Preliminary examination and evaluation

- 10.1. A.V.V.N.L. shall examine the bids to determine whether they are complete, free from computational errors, required cost and fees have been furnished or not and whether the documents furnished are properly signed and the bids submitted are generally in order.
- 10.2. Prior to the detailed evaluation, the A.V.V.N.L. will determine the substantial responsiveness of each bid against the bidding document.
- 10.3. For the purpose of above, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment/services/material or



which limits in any way to the responsibilities or liabilities of the bidder of any right of A.V.V.N.L. as required under these specifications and documents. Determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- 10.4. A bid determined as not substantially responsive will be rejected and shall not be treated responsive subsequently by correction of the non-conformity by the bidder.
- 10.5. Bid price shall mean the total price quoted by each bidder for complete package in its proposal for the complete scope of works.
- 10.6. A.V.V.N.L. will evaluate and compare the bids previously determined to be substantially responsive, pursuant in the manner specified above, for each package separately.
- 10.7. No bid shall be considered responsive if the complete requirements covered in the package are not included in the bid.

11. Award of contract

- 11.1 Notification of award of contract will be made in writing to the successful bidder(s).
- 11.2. The contract will be awarded to the best qualified and the substantially responsive bidder in conformity with the requirements of these specifications and documents and the AVVNL shall be the sole judge in this regard and subject to the provisions of these instructions to bidders and other terms and conditions detailed out in these documents and specifications.
- 11.3. A responsive bid is one which accepts all terms and conditions of these specifications and documents without any major modifications. A major modification is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way the responsibilities or liabilities of the bidder or any rights of the owner as required in these specifications and documents. The award of contract may be distributed among more than one bidder.

12. Right to vary quantity. (As per RTPP rule 73)

- 12.1 If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- 12.2 Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under-



- (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
- (b) 50% of the value of goods or services of the original contract.]

Provide that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows:-

- i. The procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing where necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities.
- ii. That the additional quantities so procured shall be part and parcel of the work being executed.
- iii. That the limit of 50% off the value of original contract shall not be exceeded in any case.

13. General

- 13.1. The cost of specification will not be refunded under any circumstances.
- 13.2. The bidder shall treat the details of the specification and other Bid documents as private and confidential and shall not reproduce without the written authorization of A.V.V.N.L.
- 13.3. A.V.V.N.L. shall not bind itself 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.
- 13.4. The fact of submission of bid to A.V.V.N.L. shall be deemed to constitute an agreement between the bidder and A.V.V.N.L. whereby such bid shall remain open for acceptance by the A.V.V.N.L. and Bidder shall not have option to withdraw its offer, impair or derogate the same. If the Bidder is notified during the period of validity of bid that its bid is accepted by the A.V.V.N.L., the bidder shall be bound by the terms of agreement constituted by its bid and such acceptance thereof by the A.V.V.N.L., until formal contract of the same bid has been executed between the bidder and the A.V.V.N.L. in replacement of such agreement.
- 13.5. The successful bidder will have to execute the contract agreement towards proper fulfilment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be



advantageous to A.V.V.N.L. maybe taken, if satisfactory clarification is not furnished within the prescribed period.

- 13.6. A.V.V.N.L. will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- 13.7. Bid submitted in hard copy shall not be accepted.
- 13.8. A.V.V.N.L. reserves the right to:
- Amend the scope of the proposed contract.
 - Reject or accept any bid.
 - Cancel the bid process and reject all applications.
 - Change the area.
 - Change the period of contract

A.V.V.N.L. shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.



SECTION 4:

GENERAL CONDITIONS OF CONTRACT

1. Contract Documents	1.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
2. Corrupt Practices	1.2 The A.V.V.N.L. requires bidders, suppliers, and Contractors to observe the (a) The following definitions apply: "corrupt practice" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract; "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the A.V.V.N.L., designed to influence the action of any party in a procurement process or the execution of a contract; "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract; (b) The A.V.V.N.L. will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
3. Interpretation	1.3 In this Contract unless a contrary intention is evident: (a) the clause headings are for convenient reference only and do not form part of this Contract. The headings shall not limit, alter or affect the meaning of this Contract; (b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses; (c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time; (d) a word in the singular includes the plural and a word in the plural includes the singular; (e) a word imparting a gender includes any other gender; (f) a reference to a person includes a partnership and a body corporate; (g) a reference to legislation includes legislation repealing, replacing or amending that legislation; (h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or

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	<p>phrase which have corresponding meanings; (i) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.</p> <p>1.4 Entire Agreement The Contract constitutes the entire agreement between the A.V.V.N.L. and the successful bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>1.5 Amendment No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>1.6 Non-waiver (a) Subject to GCC Clauses 31 and 33 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>1.7 Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract</p>
4. Language	<p>1.8 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Successful bidder and the A.V.V.N.L., shall be written in English. Supporting documents and printed literature that are part of the Contract may however be provided in English/ Hindi language.</p>
5. Joint venture, Consortium or Association	<p>1.9 The bidder shall be a legal identity. Consortium or association is not allowed. Forming of any Joint venture by the successful bidder after allotment of work is also not allowed.</p>
6. Eligibility to bid	<p>1.10 Firms fulfilling the eligibility criteria as may be fixed by the AVVNL are eligible to bid.</p>
7. Location	<p>1.11 The Services shall be performed at area / location to be defined, by, A.V.V.N.L., or at such location required by A.V.V.N.L. within the state of Rajasthan.</p>
8. Effectiveness of Contract	<p>1.12 This Contract shall come into force and effect on the date (the "Effective Date") of A.V.V.N.L.' s notification of award of contract to the Successful bidder confirming that this Contract</p>

Handwritten signatures and initials in blue ink.



	has been approved by A.V.V.N.L.
9. Authorized representative	1.13 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed: (a) on behalf of A.V.V.N.L. by its designated representative; (b) on behalf of the Successful bidder by or his designated representative.
10. Relation between the parties	1.14 Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the A.V.V.N.L. and the Successful bidder. 1.15 The Successful bidder, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
11. Notices	1.16 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt. 1.17 Any such notice, request or consent shall be deemed to have been given or made when delivered in person to unauthorized representative of the Party to whom the communication is addressed, or when sent by registered post or E-mail address as specified in SSC to such Party.
12. Governing Law	1.21 The Contract shall be governed by and interpreted in accordance with the laws of the India. The Courts in Ajmer shall have exclusive jurisdiction with respect of the tendering process, award of Contract and execution of the Contract.
13. Settlement of disputes	1.22 The A.V.V.N.L. and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such dispute and difference, either party may require that the dispute referred to the corporate level settlement committee constituted by A.V.V.N.L. and the mutual settlement so arrived at shall be final and binding on both the parties. The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed.
14. Scope of Work	1.23 The services to be rendered by Successful bidder shall be as per scope of work (Given in the Section5-Scope of Work). 1.24 At the time of awarding the contract, the A.V.V.N.L. shall specify any change in the Scope of Work. Such changes may be due to increase or decrease in the scope of work at the time of



	<p>award.</p> <p>1.25 Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of Related Services as if such items were expressly mentioned in the Contract.</p>
15. Commencement of services	<p>1.26 The Successful bidder shall begin carrying out the Services immediately (within 60 days) viz. from the date of issue of Letter of Award or work order whichever is earlier.</p>
16. Delivery	<p>1.27 The Delivery of services and Completion of the Related Services shall be in accordance with the Section 5, Scope of Work and acceptance of the services rendered by the A.V.V.N.L.</p> <p>1.28 The Successful bidder, in relation to its deliverables, shall provide any supporting data or information required by the A.V.V.N.L.</p>
17. Successful bidder's Responsibilities	<p>1.29 The Successful bidder shall provide the services mentioned in the Scope of Work and the Delivery and Completion Schedule, as per Section 5- Scope of Work and relevant SCC clauses.</p>
18. A.V.V.N.L.'s Responsibilities	<p>1.30 For successful completion of the assignment, as and when required by the Successful bidder, the A.V.V.N.L. shall provide data and support based on availability of the same and without prejudice. In the event that the appropriate utility is unable to provide the required data or support for a requirement, which the Successful bidder cannot be reasonably, expected to procure on its own or from alternate sources.</p> <p>1.31 The Successful bidder shall bear all costs involved in the performance of its responsibilities, in accordance with GCC Clause 17.</p> <p>1.32 The Superintending Engineer (M&P) Ajmer or equivalent and above authority of A.V.V.N.L. shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Successful bidder.</p> <p>1.33 A.V.V.N.L. may provide on Successful bidder's request, particulars/ information / or documentation that may be required by the Successful bidder for proper planning and execution of Scope of Work under this contract.</p> <p>1.34 A.V.V.N.L. shall provide to the Successful bidder sitting space and infrastructure and utilities if specified in this bid document, in the A.V.V.N.L.'s offices at such location as may be mutually decided by the Parties.</p>
19. Contract Price	<p>1.35 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.</p>
20. Terms of	<p>1.36 The payment shall be made in INR.</p>



Payment	<p>1.37 The invoice verification and payment will be done in following manner:</p> <p>The agency shall furnish the O&M sub division wise monthly bills to the concerned Executive Engineer (M&P) along with the details of actual work carried out during the month for which bills are being raised, in prescribed formats duly verified by the concerned Executive Engineer (M&P), who after verification the same will send the invoices /bill in the o/o Superintending Engineer (M&P), AVVNL, Ajmer along with the provisional assessments (if any) for that month. The bills/invoices thus received shall be checked for its correctness/duplicity and than be raised by the AEN (EA&P)AVVNL, Ajmer to The Superintending Engineer(M&P), AVVNL, Ajmer who after countersigning such duly verified invoices /bills would send the same to the to the Sr.AO(CPC), AVVNL.</p> <p>The Sr.AO (CPC), AVVNL after receiving the verified and countersigned invoices/bills will arrange the payment to contractor/agency.</p> <p>100% payment of monthly billed amount shall be released on or after 45 days from the date of receipt of invoices in the office of Sr.AO (CPC), AVVNL.</p> <p>1.38 The payment will be subject to deduction on account of penalties & Liquidated damages specified at S.NO.26 of GCC.</p>
21.Performance Security	<p>1.39 The Successful bidder shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC</p> <p>1.40 The A.V.V.N.L. shall at its sole discretion invoke the Performance Security and appropriate the amount secured hereunder, in the event that the Successful bidder commits any delay or default in Services rendered or commits any breach of the terms and conditions of the Contract.</p> <p>1.41 The Performance Security shall be discharged by the A.V.V.N.L. and returned to the Successful bidder not later than 6 months following the date of completion of the Successful bidder's performance obligations under the Contract.</p>
22. Intellectual Property	<p>1.42 A.V.V.N.L. shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material,</p>



	<p>products, specifications, reports, drawings and other documents which have been newly created and developed by the Successful bidder solely during the performance of Related Services and for the purposes of inter-alia use or sublicense of such Services under this Contract.</p> <p>1.43 The Successful bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to the A.V.V.N.L. and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the A.V.V.N.L. To the extent that Intellectual Property Rights are unable by law to so vest, the Successful bidder assigns those Intellectual Property Rights to A.V.V.N.L. on creation.</p> <p>1.44 The Successful bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. Which are inter-alia necessary for use of the goods supplied /installed by the Successful bidder (if any), as part of the service obligations under the present contract, shall be acquired in the name of the A.V.V.N.L., and the same may be assigned by the A.V.V.N.L. to the Successful bidder solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. Shall endure to the exclusive benefit of the A.V.V.N.L.</p> <p>1.45 The Successful bidder shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Successful bidder shall keep the A.V.V.N.L. indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Successful bidder or its personnel during the course of performance of the Related Services. In case of any infringement by the Successful bidder, the Successful bidder shall have sole control of the defense and all related settlement negotiations.</p> <p>1.46 Subject to sub-clauses 1.47 to 1.51, the Successful bidder shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Successful bidder that existed before the effective date of the contract.</p>
23. Confidential Information	<p>1.47 The Successful bidder and the personnel of any of them shall not either during the term or within two (2) years after the</p>



	<p>expiration of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the owner.</p> <p>1.48 The A.V.V.N.L. shall not use such documents, data, and other information received from the Successful bidder for any purposes unrelated to the Contract. Similarly, the Successful bidder shall not use such documents, data, and other information received from the A.V.V.N.L. for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p> <p>1.49 The Successful bidder shall not use such documents, data, and other information received from the A.V.V.N.L. for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p> <p>1.50 The above provisions of GCC Clause 23 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>1.51 The provisions of GCC Clause 23 shall survive completion or termination, for whatever reason, of the Contract.</p>
24. Subcontracting	<p>1.52 The Successful bidder shall not be permitted to sub-contract any part of its obligations under the Contract with A.V.V.N.L.</p>
25. Service Quality	<p>1.53 The A.V.V.N.L. may reject any Service rendered or any part thereof that fail to conform to the specifications. The Successful bidder shall take measures necessary to meet the specifications at no cost to the A.V.V.N.L.</p>
26. Liquidated Damages and Penalty	<p>1.54 <u>Commencement of Work</u> : The agency shall start the work within 45 days from the date of receipt of work order; for the calculation of penalties /work completion period this date shall be recorded.</p> <p>If the work not started within 45 days from the date of issue of work order, the calculation of penalties for delay will be calculated @0.5% per week^{up} to maximum of 10% of total work order quantity.</p> <p>The progress shall be reviewed on six monthly basis and the penalty shall be calculated by considering total 50% work of ordered quantity (for seventh to twelfth month), 75% work of ordered quantity (for thirteenth to eighteenth month), 100% work of ordered quantity (for nineteenth to twenty forth month) if the testing is not completed on schedule date and time LD of 0.5% per week^{up} to maximum of 10% of left over work.</p>
27. Liability / Indemnity	<p>1.56 The Successful bidder hereby agrees to indemnify the A.V.V.N.L. for all conditions and situations mentioned in this clause, in a form and manner acceptable to the A.V.V.N.L. The Successful bidder agrees to indemnify the A.V.V.N.L. and its</p>

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officers, servants, agents (" A.V.V.N.L. Indemnified Persons") from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter-alia during and after the Contract period out of:

(a) any negligence or wrongful act or omission by the Successful bidder or its agents or employees or any third party associated with Successful bidder in connection with or incidental to this Contract; or

(B) Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Services or any part thereof.

1.57 The Successful bidder shall also indemnify the A.V.V.N.L. against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits

1.58 Without limiting the generality of the provisions of this article 1.58, the Successful bidder shall fully indemnify, hold harmless and defend the A.V.V.N.L. Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the A.V.V.N.L. Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Services, information, design or process supplied or used by the Successful bidder in performing the Successful bidder 's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Successful bidder shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Successful bidder shall promptly make every reasonable effort to secure for the A.V.V.N.L. a license, at no cost to the A.V.V.N.L., authorizing continued use of the infringing work. If the Successful bidder is unable to secure such license within a reasonable time, the Successful bidder shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing. The provisions of



	this Clause 27 shall survive even after termination of contract.
28. Limitation of Liability	<p>1.59 Except in cases of gross negligence or wilful misconduct (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Successful bidder to pay liquidated damages to the A.V.V.N.L.; and (b) the aggregate liability of the Successful bidder to the A.V.V.N.L., whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Successful bidder to indemnify the A.V.V.N.L. with respect to patent infringement.</p>
29. Force Majeure	<p>1.60 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.</p> <p>1.61 Force Majeure shall not include:</p> <p>(a) Any event which is caused by the negligence or intentional action of a Party or such Party's employees, nor</p> <p>(b) Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.</p> <p>1.62 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p> <p>1.63 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.</p> <p>1.64 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.</p>



	<p>1.65 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>1.66 The decision of the A.V.V.N.L. with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Successful bidder.</p> <p>1.67 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>1.68 Not later than thirty (30) days after the Successful bidder, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.</p>
30. Change Orders and Contract Amendments	<p>1.69 The A.V.V.N.L. may at any time order the Successful bidder through Notice in accordance GCC Clause 11, to make changes within the terms and conditions of this Contract, including any modification of the scope of the Services.</p> <p>1.70 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Successful bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Successful bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Successful bidder's receipt of the A.V.V.N.L.'s Change Order.</p> <p>1.71 No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.</p>
31. Extension of Time	<p>1.72 If at any time during performance of the Contract, the Successful bidder should encounter conditions impeding timely completion of Services pursuant to GENERAL SCOPE OF WORK Section-5, the Successful bidder shall promptly notify the A.V.V.N.L. in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful bidder's notice, the A.V.V.N.L. shall evaluate the situation and may at its discretion extend the Successful bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>1.73 Except in case of Force Majeure, as provided under GCC Clause 29 or where the delay in delivery of the Goods or completion of Services is caused due to any delay or default of the A.V.V.N.L., any extension granted under clause 31 shall not absolve the Successful bidder from its liability to the pay of liquidated damages pursuant to GCC Clause 26.</p>
32. Suspension	<p>1.74 (a) A.V.V.N.L. may by written notice of suspension to the Successful bidder, suspend all payments to the Successful</p>



	<p>bidder hereunder if the Successful bidder fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Successful bidder to remedy such failure within a period not exceeding Seven (7) days after receipt by the Successful bidder of such notice of suspension and shall invoke contract performance guarantee.</p> <p>1.74 (b) The AVVNL shall not be liable to pay the contractor any compensation whatsoever arising from suspension or for idle labour.</p>
33. Termination	<p>1.75 Termination for Default</p> <p>(a) The A.V.V.N.L. may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Successful bidder terminate the Contract in whole or in part:</p> <p>(i) if the Successful bidder fails to provide acceptable quality of Services within the period specified in the Contract, or within any extension thereof granted by the A.V.V.N.L. pursuant to GCC Clause 31; or</p> <p>(ii) if the Successful bidder, in the judgment of the A.V.V.N.L. has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2, in competing for or in executing the Contract; or</p> <p>(iii) Any representation made by the bidder in the proposal is found to be false or misleading if the Successful bidder commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the A.V.V.N.L. in its absolute discretion decide) provided in a notice in this behalf from the A.V.V.N.L.. If the Successful bidder fail to comply with any final decision reached as a result of arbitration proceedings. If, as the result of Force Majeure, the Successful bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(b) In the event A.V.V.N.L. terminates the Contract in whole or in part, pursuant to GCC Clause 33, the Utility may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or not performed, and the Successful bidder shall be liable to the A.V.V.N.L. for any additional costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.</p> <p>1.76 Termination for Insolvency</p> <p>The A.V.V.N.L. may at any time terminate the Contract by giving Notice to the Successful bidder if the Successful bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will</p>



	<p>accrue thereafter to the J.V.V.N.L.</p> <p>1.77 Termination for Convenience The A.V.V.N.L., by Notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the A.V.V.N.L.'s convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>1.78 Consequences of Termination In the event of failure of the agency to fulfil its obligations, duties and responsibilities as per the agreement terms, A.V.V.N.L. shall inter-alia have the right, at any time to resort to termination arrangement. Under this plan, A.V.V.N.L. 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 performance security deposit the losses suffered due to such failure. If the performance security deposit is insufficient, the Agency shall pay the difference to A.V.V.N.L. failing which A.V.V.N.L. shall have the right to recover the sum through legal or other means. The A.V.V.N.L. 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 entertained. This provision shall be made in the agreement.</p>
34. Cessation of Rights and Obligations	<p>1.79 Upon termination of this Contract pursuant to Clause 33 hereof, or upon expiration of this Contract pursuant to Clause 44 hereof, all rights and obligations of the Parties hereunder shall cease, except Such rights and obligations as may have accrued on the date of termination or expiration, The obligation of confidentiality set forth in Clause 23 hereof, Any right which a Party may have under the Applicable Law.</p>
35. Cessation of Services	<p>1.80 Upon termination of this Contract by notice to pursuant to Clause 33 hereof, the Successful bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps, to bring the Services to a close in a prompt and orderly manner.</p>
37. Payment upon Termination	<p>1.81 Upon termination of this Contract pursuant to Clause 33 hereof, the Utility shall make the following payments to the Successful bidder:</p> <p>(a) Remuneration pursuant to Clause 1.77 of GCC for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) Reimbursable expenditures pursuant to Clause 1.77 of GCC for expenditures actually incurred prior to the effective date of termination.</p>
36. Disclaimer	<p>1.82 A.V.V.N.L. reserves the right to share, with any Successful</p>



	<p>bidder of its choosing, any resultant Proposals in order to secure expert opinion.</p> <p>1.83 A.V.V.N.L. reserves the right to accept or reject any proposal deemed to be in the best interest of A.V.V.N.L.</p>
37. Public Disclosure	<p>1.84 All materials provided to the A.V.V.N.L. by bidder are subject to India and Rajasthan public disclosure laws such as RTI etc.</p> <p>1.85 The Successful bidder / Successful bidder's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the A.V.V.N.L. first gives the Successful bidder its written consent.</p>
38. Adherence of safety procedures, rules, regulations and restriction	<p>1.86 Successful bidder shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by A.V.V.N.L. shall be applicable in the performance of this Contract and Successful bidder's Team shall abide by these laws. The successful bidder ensure to pay minimum wages as may be prescribed by prevalent Rules/Regulations/Act of State (Rajasthan)/Country(India).</p> <p>1.87 The Successful bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Successful bidder's Team shall adhere to all security requirement/regulations of the A.V.V.N.L. during the execution of the work. A.V.V.N.L.'s employee also shall comply with safety procedures/policy.</p> <p>1.88 The Successful bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p> <p>1.89 The A.V.V.N.L. will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 27.</p>
39. Removal and / or Replacement of Personal	<p>1.90 Except as the appropriate A.V.V.N.L. may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Successful bidders, it becomes necessary to replace any of the Personnel, the Successful bidder shall forthwith provide as a replacement a person of equivalent or better qualifications. (i) If A.V.V.N.L.:</p> <p>(a) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or</p> <p>(b) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Successful bidder shall, at the A.V.V.N.L.'s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the A.V.V.N.L.</p>



	<p>(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure the Successful bidder may wish to claim as a result of such replacement, shall be subject to the prior written approval by A.V.V.N.L. Except as A.V.V.N.L. may otherwise agree,</p> <p>1.91 The Successful bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.</p>
40. Fairness and Good Faith	<p>1.92 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p> <p>1.93 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to Settlement in accordance with Clause 13 hereof.</p>
41. Insurance	<p>1.94 The Successful bidder shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment. The same shall be produced to Superintending Engineer (M&P), Ajmer Discom, Ajmer. The details regarding the same are as under:-</p> <p>a) The agency at its shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect its interest and interest of the AVVNL 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 AVVNL. 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 AVVNL 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</p>



the insurance should be in freely convertible currency.

b) 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 AVVNL against any claim from such employees or damage to property whatsoever 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 AVVNL 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 AVVNL immediately after such insurance coverage. The agency shall inform the AVVNL 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.

c) 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 AVVNL 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 financing arrangement of the project.

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

e) 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.



f) The insurance as per clause 1.94a & 1.94b shall be in the joint names of the AVVNL and the agency so that the AVVNL 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 handing over all the works completed in all respects to the Superintending Engineer (M&P)Ajmer.

g) 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 AVVNL) with the insurance company in case of any damage, loss, or fire and the AVVNL 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.

h) 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).

i) 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 handing over of the work to the Superintending Engineer (M&P), Ajmer. Insurance policy shall be in joint name of AJMER Vidyut Vitran Nigam Limited and agency.

The agency shall furnish computerized and stamped insurance policy. Insurance cover/copy shall not be acceptable.

A copy of insurance policy shall invariably be furnished to the Superintending Engineer (M&P), AJMER Vidyut Vitran Nigam Limited, AJMER.

14.10 THIRD PARTY INSURANCE: The agency shall if and so far as the contract provides indemnify the AVVNL against all losses and claims in respect of injury or damage to property whatsoever while these arise out of or in consequences of the execution of works and against all claims proceedings, damages, costs, charges, expenses whatsoever in respect of or in relation thereto. Accordingly the agency 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 AVVNL, or to any person including any employee of the AVVNL, by or arising.



	j) REMEDY ON AGENCY'S FAILURE TO INSURANCE: If the Agency shall fail to effect and keep in force insurance referred to in clause 1.94 a) to 1.94 c) hereof or any other insurance which he may be required to effect under the terms of contract then the AVVNL 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 AVVNL as aforesaid from any money due or which may become due to the Agency or recover the same as debt from the Agency.
42. Conflict of Interest	1.95 A.V.V.N.L. considers a conflict of interest 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, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.
43. Standard of Performance	1.96 The Successful bidder shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Successful bidder shall always act, in respect of any matter relating to this Contractor to the Services, as faithful advisers to the Owner.
44. Expiration of Contract	1.97 Unless terminated earlier pursuant to Clause 33 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made. The letter of completion shall be arranged by the Superintending Engineer (M&P)Ajmer regarding the same.
45. Handing over of facilities upon expiration of contract or upon termination	1.98 The contract agreement shall require the agency to cooperate in handing back the facilities, records, database backup and documents, manuals etc. In good working order to AVVNL after termination of agreement. 1.99 In order to smoothen the handing over process and not hampering the work, AVVNL shall arrange to award the contract to other firm or may execute the work departmentally at-least 3 months before expiry of this contract, the agency/Discoms staff may require to work along with the new agency for remaining period of contract to understand the process by new agency.
46. LIABILITY FOR ACCIDENTS AND DAMAGES:	1.100 The Agency shall be liable for and shall indemnify the AVVNL in respect of all injury to person or damage to property resulting from the negligence of the Agency or his workman or



	<p>from defective work but not from any other cause.</p> <p>1.101 Provided that the Agency shall not be liable for any loss or profit or loss of Contract or any other claim made against the AVVNL not already provided for in the contract, not for any injury or damage caused by or arising from the acts of the AVVNL 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.</p> <p>1.102 The Agency will indemnify and save harmless the AVVNL against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the AVVNL or his employees) suffered prior to the date when the work shall have been taken over hereof by persons employed by the agency on the work, whether at common law or under the workman's compensation Act-1923 or any other statute in force at the date of contract relating to the question of the liability of employees for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurances to over such indemnity.</p> <p>1.103 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 Superintending Engineer (M&P), AJMER such policy of insurance and the receipt for payment of the current premium.</p>
47. MAINTENANCE OF FACILITIES AND PERSONNEL	<p>1.104 FACILITY: The Agency shall maintain all requisite facilities of its own as required to carryout onsite testing and sealing of meters and other metering equipments installed at the consumer premises/GSS of RRVPNL including emergency testing as desired by AVVNL 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.</p> <p>The Agency shall provide and maintain a controlling office at respective O&M Circle Headquarter of AVVNL and a corporate office at a location mutually agreed with proper staff, which shall remain open at all reasonable hours to receive communications.</p> <p>The agency shall also maintain communication equipments like telephone with fax, mobile phone, Internet etc. For interaction</p>

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	<p>with AVVNL and others.</p> <p>Personnel : The Agency shall maintain supervisory and other personnel for efficient management of the work under contract.</p> <table><tr><td><u>Officer-In-Charge</u></td><td>To have adequate experience and vision to take charge of the entire project and resolve problems so as to evolve an ideal system. Minimum qualification should be Graduate Engineer in relevant field with the experience of 5 years.</td></tr><tr><td><u>Field Staff</u></td><td>Minimum qualification of Field staff must be ITI holders in electrician/wireman trade.</td></tr><tr><td><u>Office Staff</u></td><td>Adequate manpower to handle data base, its updating and maintenance and generate computerized information.</td></tr></table> <p>The personnel shall have experience as mentioned in the bid documents.</p> <p>Person in-charge or an alternate shall be available for communication during all business hours.</p> <p>Agency shall not change the officer in charge/ nodal officer, frequently. Without the permission of Nodal Officer i.e. Superintending Engineer (M&P), AVVNL, Ajmer in writing.</p> <p>The Agency shall furnish documents regarding the experience of the key personnel proposed to be employed by him. AVVNL 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 (M&P) after distribution to the concerned personnel. The identification cards shall be handed over to the concerned Superintending Engineer (M&P) after the completion of work under the contract.</p>	<u>Officer-In-Charge</u>	To have adequate experience and vision to take charge of the entire project and resolve problems so as to evolve an ideal system. Minimum qualification should be Graduate Engineer in relevant field with the experience of 5 years.	<u>Field Staff</u>	Minimum qualification of Field staff must be ITI holders in electrician/wireman trade.	<u>Office Staff</u>	Adequate manpower to handle data base, its updating and maintenance and generate computerized information.
<u>Officer-In-Charge</u>	To have adequate experience and vision to take charge of the entire project and resolve problems so as to evolve an ideal system. Minimum qualification should be Graduate Engineer in relevant field with the experience of 5 years.						
<u>Field Staff</u>	Minimum qualification of Field staff must be ITI holders in electrician/wireman trade.						
<u>Office Staff</u>	Adequate manpower to handle data base, its updating and maintenance and generate computerized information.						
48. COMPLIANCE OF LABOUR LEGISLATION	<p>1.105 The tender 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.</p>						



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	<p>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.</p>
49. ELECTICITY RULES AND REGISTRATION	<p>1.106 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.</p> <p>Bidder should be registered as class-A electrical contractor in any state and/or in union territory of India. Adequate documentary evidence of the same shall have to be furnished.</p> <p>However, for successful Bidder it shall be mandatory to get registered as class-A electrical contractor in State of Rajasthan before commencing the work. The registration should be valid from the date of start of work and shall remain valid up to 30 days from the date of handing over of the work to Engineer In charge. Agency shall also furnish the adequate documentary evidence of the same before commencing the work.</p>
50. SAFETY OF SYSTEM:	<p>1.107 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 AVVNL in good working order on completion of the contract. Agency shall make well to AVVNL any loss suffered by it due to default of the agency in this respect.</p>

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**SECTION 5:****SCOPE OF WORK****A. On site Testing of 11/33/132kV ABT METER/HTTVM,CTs, PTs/CVT and CTPT sets Using Secondary/Primary Injection Methodology / Portable Equipment :****1. Areas to be covered:**

On site testing of metering equipment's installed situated at consumer premises as well as switch yard of GSS of AVVNL / RRVNPL under domain of Ajmer Discom shall be performed for the following areas covering the following Circles/ Divisions of AVVNL as below:

Abstract of Voltage wise Consumer CTPT Installed				
Circle	Office	11 KV	33 KV	132 KV
		Total No. of Consumers having CTPT installed more Than Two years at their premises	Total No. of Consumers having CTPT installed more Than Two years at their premises	Total No. of Consumers having CTPT installed more Than Two years at their premises
Ajmer/Beawar	XEN (M&P) Ajmer	545	26	0
Ajmer	AEN ST Ajmer	380	0	0
Beawar	AEN MST Beawar	473	0	0
Ajmer	XEN M&P KSG	934	10	0
Ajmer	AEN ST-I KSG	167	0	0
Ajmer	AEN ST-II KSG	74	0	0
Bhilwara	XEN M&P BHL	762	48	7
Bhilwara	AEN ST-1 BHL	263	0	0
Bhilwara	AEN ST-2 Bhl	182	0	0
Bhilwara	AEN MST BHL	5	0	0
Bhilwara	AEN ST Shahpura	101	10	0
Nagaur	XEN M&P Napaur	526	27	1
Nagaur	AEN MST Nagaur	0	0	0
Deedwana-Kuchaman	XEN M&P Makrana	531	23	0
Deedwana-Kuchaman	AEN ST Makrana	0	0	0
Sikar	XEN (M&P) Sikar	488	11	2
Sikar	Aen ST -1 Sikar	207	0	0
Sikar	AEN ST-II Sikar	142	0	0
Sikar	AEN (ST) Neem ka Thana	135	0	0
Jlunjhunu	XEN (M&P) Jlunjhunu	450	11	1
Rajsamand	AEN ST AMET	555	0	0
Rajsamand	XEN (M&P) Kankroli	1030	8	1
Rajsamand	AEN(MST) KANKROLI	120	0	0



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Pratapgarh	Aen(MST) Pratapgarh	32	0	0
Chittorgarh	XLN MST Chittorgarh	489	11	8
Chittorgarh	AEN MST Chittorgarh	103	0	0
Udaipur	AEN ST 1 Udaipur	222	8	0
Udaipur	XEN M&P- I Udaipur	364	8	1
Udaipur	XEN(M&P-II) Udaipur	271	6	3
Udaipur	AEN ST II Udaipur	556	14	1
Banswara	AEN MST Banswara	95	0	0
Banswara	XEN M&P BANSWARA	125	8	2
Dungarpur	XEN M&P BANSWARA	74	4	1
Pratapgarh	XEN M&P BANSWARA	27	2	0
Dungarpur	AEN (MST) Dungarpur	112	0	1
	Total	10540	235	29

- 1.1** The quantity may be varied by +/- 25% in each division but not overall.
- 1.2** The agency shall collect details of HT consumers to be tested, from the concerned M&P division before 30 days of commencement of work/testing.

2. OBJECTIVES AND SCOPE OF WORK

The objective is to develop consumer-Discom relationship by introducing an effective system for testing of metering equipments installed/ situated at consumer premises as well as switch yard of GSS of AVVNL / RRVNPL under domain of Ajmer Discom . The scope covers testing of the metering equipments viz. ABT meters/HTTVMs , CTs, PTs/CVTs & CTPT sets) of various 11/33/132 KV metering installations at the consumer premises / switch yard of GSS of AVVNL / RRVNPL at various sites under the jurisdiction of AVVNL using (Mobile Van) portable reference standards/ primary/secondary injection system as per the requirement of Metering Regulations, 2007 (with latest amendment) issued by RERC.

The Nigam has installed ABT meters /HTTVMs having class of accuracy 0.2s or 0.5s and 11/33/132kV CTs/PTs/CVTs / CTPT sets of various ratio having two CTs and three CTs and class of accuracy 0.5,0.5s and 0.2s. The bidder should have proper facilities to test these ABT meters/HTTVMs and CTs, PTs/CVTs and CTPT sets of any type, ratio and accuracy as mentioned above at various site conditions under the domain of Ajmer Discom. Verification of correctness of wiring connection, testing the accuracy of HTTVMs/ ABT meters , CTs, PTs / CVTs & CT-PT sets. Generation of test results indicating performance of metering system components installed / situated at



consumer premises as well as switch yard of GSS of AVVNL / RRVNPL under domain of Ajmer Discom. The test result generation shall indicate individual and overall performance. Preparation of output reports to enable supervision and monitoring of status and performance of the metering system installed at consumers premises or switch yard of GSS. Preparation of provisional assessments of the consumers on which the deviation in test results are obtained during the course of testing.

All the reference standards/test equipments used for onsite testing shall have valid calibration certificate with NABL accredited laboratory/National Test House having proper traceability. A valid calibration certificate shall be made available on demand for the reference standard/test equipments.

3. SCOPE OF AGENCY and TESTING OF METERING EQUIPMENT INSTALLATIONALONG WITH DATA ANALYSIS

3.1 The following tests shall be carried out at site. The bidder should quote the prices for following options clearly.

A. Testing of meters as per format Annexure-Z under the provision in IS 14697/1999 (latest amended) or IEC 687 (latest amended) at the following conditions in case of ABT meter and HTTV Meter of 0.2s & 0.5s class:-

All Accuracy testes (refer table Z) as mentioned in latest amended IS 14697 / 1999 & IEC 687 including following:-

(a) Active & reactive import/export in case of HTTVM.

(b) Active & reactive import/ export mode in case of ABT.

Table Z

Meter Details :-

Meter Type

Ib :-				Imax:-			
Serial No				Year of Mfg			
Make				PTR			
Accuracy Class				CTR			
Meter Constant				MF			
TN No.				DLMS Protocol (Y/N)			
Real time Variation	time	IST		Main meter time		Check Meter time	
Load (% of Ib)	%Error at UPF	% Limit UPF	Error at	%Error at 0.5 Lag PF	%Error Limit at 0.5 Lag PF	% Error at 0.8 Lead PF	% Error Limit at 0.8 Lead PF
At Imax.							
100%							



20%					
5%					
Actual Load					
Meter Reading	Before Testing	After Testing	Difference (After Testing- Before Testing)	Testing Consumption= Difference X Actual M.F	
kWh (Import)					
kWh (Export)					
kVArh (Lag)					
kVArh (Lead)					
kVAh					
MD					

1. Technical details of equipments used for meter testing shall be as under:-

A. For Testing of Meter for 11/33 KV voltage level:

The meter will be tested using portable energy meter calibrator (Portable energy meter test equipment). The testing is done as per AVVNL's requirement (Table Z). The meter is then reinstalled in the respective feeder.

a. LIST OF STANDARD EQUIPMENTS USED

SN	Field Parameter	Standard Maintained	Type / Accuracy	Range
1	Power/Energy	Portable Energy Meter Calibrator	HT, 0.2 / one class higher in Direct Mode	Upto 10 A

b. PORTABLE ENERGY METER TEST EQUIPMENT (Three Phases)

Portable energy meter test equipment with Error Calculator is to be used to check the accuracy of electricity meters (ABT meter/HTTVM) or for measurements where electrical energy and power have to be measured with a high accuracy. It is to be used with phantom load sets or on real loads.

Portable energy meter test equipment performs the following functions:

1. Tri-vector Energy measurement (e.g. Wh, Varh lag, Varh lead and Vah).
2. Display of instantaneous electrical parameters (updating every second).
3. Display of calculated error of meter being tested (in 0.01 % resolution).
4. Storage of 200 tests data in its Non-Volatile Memory.
5. RS 232 interface for connection to a PC or printer.



6. Maintains Real time (in built RTC).

➤ **Portable energy meter test equipment HT (For HT TVM Testing)**

- 3-Phase 3-Wire (2 x 110 Volt) with 1A, 5A.
- 3-Phase 4-Wire (3 x 63.5 Volt) with 1A, 5A.

c. PHANTOM LOAD SET

It should be suitable for on-site functional testing of accuracy of the meters. It should have 3 phase 4 wire (R, Y, B and neutral), 240 / 415, 50 Hz, A. C. Supply for its operation. Phantom load test set should test voltage ranges as 63-110-240 Volts, capacity of 20VA. The output test voltage should continuously variable by means of variac and test voltage can be adjusted for the range of 0 – 120% of Vref. The phantom load set should be with facility for Power Factor with fine control:

- UPF
- 0.8 Lag
- 0.8 Lead
- 0.5 Lag
- 0.5 Lead

Note: Limits of Errors are for Meters of class 0.5s/0.2s are according to IS 14697.

D. For Testing of CTs & PTs upto 33 KV using portable Instrument

The portable, light weight Instrument for Testing CTs and PTs at site, which should calculate overall CT errors under load from admittance measurements on secondary winding.

PTs shall be tested at 500 V ac, by injecting voltage to PT primary and measuring the secondary signal and extrapolate the errors at standard test points. It should also measures the actual circuit burden on CTs and PTs to ensure CT and PTs are not overloaded by high burden. It should have ON-Board microprocessor and memory to store results for later down loading in computer for further analysis.

Accuracy	:	
PT	:	0.1% in Ratio for 3.3 kV to 33 kV
	:	3.4 minutes in Phase angle in all ranges
CT	:	0.1% in Ratio for 120%, 100%, 20% current at 100% VA
	:	0.1% in Ratio for 120%, 100% current at 25% VA
	:	0.2% in Ratio for 20% current at 25% VA and for all 5% current.
	:	3.4 min in Phase angle for 120%, 100%, 20% current at 100% VA
	:	3.4 min in Phase angle for 120%, 100% current at 25% VA
	:	6.8 min in Phase angle for 20% current at 25% VA & for all 5% current.



Testing Capacity : PTs - 3.3 kV to 33 kV, CTs - 5/5 to 5000/5 and 10/1 to 2000/1

CT/PT testing to be performed on following points :

Testing of CTs as per IS:2705 (latest amended) / IEC 60044-1,2003(latest amended) and PTs at 100% rated voltage as per IS: 3156(latest amended) with a portable reference standard for:-

- Ratio error and Phase angle error at 120%, 100%, 20% and 5% load at a burden of 25 % and 100% respectively for CTs of class 0.5 and at 120%, 100%, 20%, 5% and 1% load at a burden of 25% and 100% respectively for CTs of class 0.5s & 0.2s .
- Ratio error and Phase angle errors for PTs/CVTs at 100% rated voltage(upto 33 KV Voltage Level)
- Polarity at CT terminal and Meter terminal.
- Checking of wiring, connections, & phase association from CT, PT/CVT to TTB and up to HT-TVM/ABT meter.
- The portable reference standard used shall be capable of testing a wide range of CT & PT/CVT (three phase three wire type and three phase four wire type, class 0.5/0.5s/0.2s) ratings as mentioned below:
 1. PT range : 11kV/ $\sqrt{3}$, 110V/ $\sqrt{3}$ to 33 KV/ $\sqrt{3}$, 110 V/ $\sqrt{3}$ or better
CT range : 5/5A (or 5/1A) to 5000/5A (or 5000/1 A) or better
 2. The calibration of instrument transformers to be carried out in accordance with the relevant IS and IEC standards with latest revisions.
 3. The Reference Standard shall have the facility to store test results along with reference parameters.
 4. The testing equipment shall be provided with an interface to down load test parameters in the associated software.
 5. The received test results should be reliable and the reference standards used for testing must be calibrated from NABL accredited laboratory/National test House having proper traceability. **The reference standard should have one class better accuracy than instrument under test, shall be used for testing of ABT meter/HTTVMs,CTs,PTs/CVTs and CT-PT sets at site.**
The agency shall maintain calibration status of each equipment & instrument used during testing with valid traceability and agency shall maintain NABL accreditation status for onsite testing covering required scope of this work, order throughout the contract period.

B. For Testing of 132 kV HTTVM / ABT Energy Meter:-

The meter will be tested using portable energy meter calibrator (Portable energy meter test equipment). The testing is done as per AVVNL's requirement (Format will be mutually agreed and shall be get approved by ordering authority). The meter is then reinstalled in the respective panel/feeder. The scope of testing shall be as under:-



- Testing of Energy Meters as per the provision under IS 14697/1999 or IEC 687 at the following conditions in case of HT-TVM/ABT Meter of 0.2sclass & 0.5s class.
- Active & reactive Energy Errors in case of HT-TVM.
- Active & reactive import / export mode Energy error in case of ABT Meters.

a. LIST OF STANDARD EQUIPMENTS USED

S N	Field Parameter	& Standard Maintained	Accuracy	Range
1	Power/Energy	Portable Energy Meter Calibrator	0.02 Class or better	Upto 120 A

b. PORTABLE ENERGY METER TEST EQUIPMENT

Portable energy meter test equipment with Error Calculator is to be used to check the accuracy of electricity meters (both Electro-mechanical and static type) or for measurements where electrical energy and power have to be measured with a high accuracy.

c. Portable energy meter test equipment HT (For HT TVM / ABT Meter Testing)

- 3-Phase 4-Wire (3 x 63.5 Volt) with 1A, 5A.

A.1 Checking of wiring, connections & phase association from CTPT to TTB and up to HTTVM/ ABT meters and physical inspection of TTB from rear side in particular.

A.2 The mobile VAN to be used, should be capable of testing a wide range of CT & PT ratings as mentioned below

PT range: 132 kV/ $\sqrt{3}$, 110V/ $\sqrt{3}$.

CT range: 5/5A (or 5/1A) to 5000/5A (or 5000/1 A) or better.

6. B. For Testing of CT, PT for 132 KV level:-

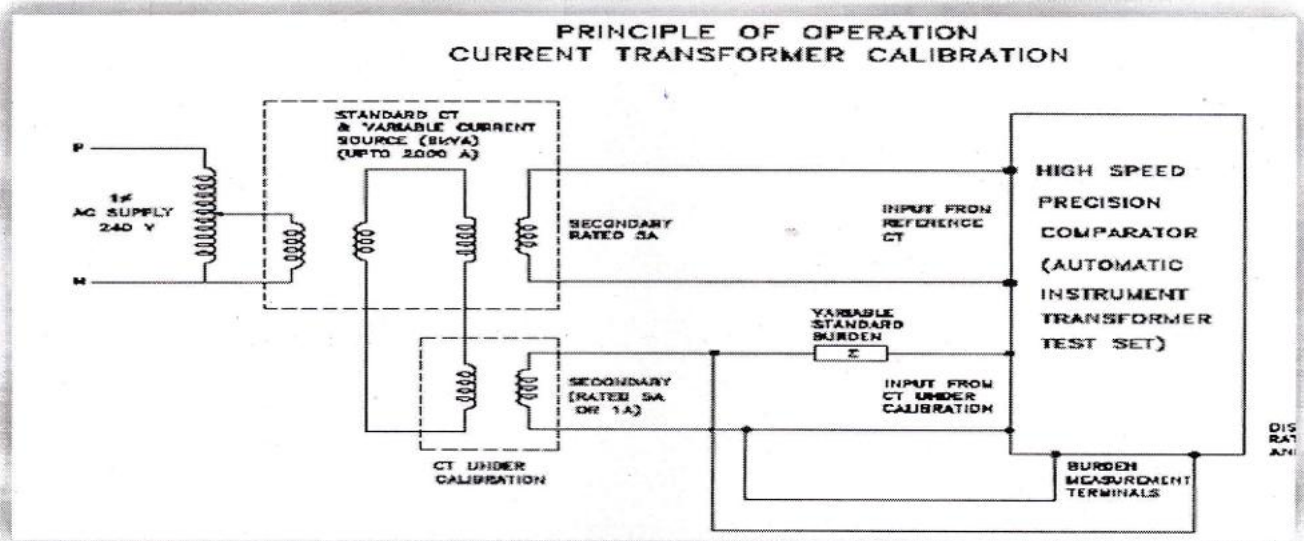
Agency must use **Primary Injection reference** standard (Mobile lab) for testing of CTs/PTs/CVTs for voltage level of 132 KV and above, which should be calibrated with NABL accredited laboratory

Calibration of VTs up to 132 KV & CTs are calibrated using primary injection method using a source and reference CT/PT, a CT/PT test system is used in conjunction with these items.

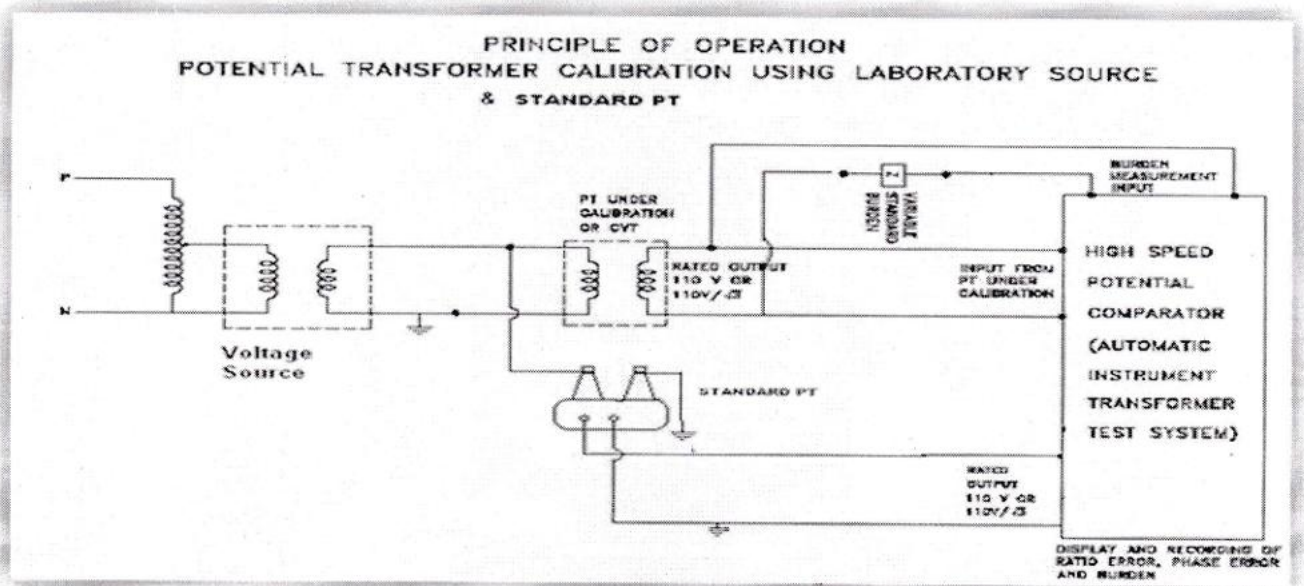
The Mobile VAN for On-site testing should be accredited by NABL for ON-SITE testing



7. **CT Testing:** A primary injection method is used for this. The required amount of current is generated and same is applied to both CT under test and the precision reference CT (50ppm accuracy). The secondary current of both is fed to a precision electronic microprocessor based automatic comparator which directly measures and displays the ratio and phase error. This measurement is made both at standard burden values and actual burden values. The comparator also displays the value and power factor of actual burden.



8. **PT Testing (>33kV up to 132 kV):** The Mobilab contains standard voltage Source with rated voltage of 100kV. The rated voltage is applied to both PT under test and the standard voltage transformer. The secondary voltage of both is given to a precision electronic microprocessor based automatic comparator which directly measures and displays the ratio and phase error. This measurement is made both at standard burden values and actual burden values. The comparator also displays the value and power factor of actual burden



- 3.2 The AVVNL may decide the testing of metering equipments on site using portable testing system installed in a mobile vehicle.
- 3.3 The above work under contract is to be carried out during contract period of two years .
- 3.4 The agency shall collect category wise detail of the consumers to be tested in that month from the concerned SE (M&P)/ XEN M&P (division) office before seven days of start of that month.
- 3.5 Verification of correctness of wiring connection, testing the accuracy of CTs, PTs and CTPT sets. Generation of test results indicating performance of metering equipment. Preparation of output reports to enable supervision and monitoring of status and performance of the metering equipment installed at consumers premises as per various clauses of this part. Preparation of provisional assessments of the consumers on which the deviation in test results are obtained during the course of testing.
- 3.6 The vendor shall have a control office at each O&M circle office and one corporate office at Ajmer. All these offices shall have an exclusive land line telephone/Mobile phone to attend the AVVNL calls. These offices will remain open during all working hours. The vendor shall intimate the telephone number/Mobile Phone No. to AVVNL to communicate all information.
- 3.7 The copy of testing reports of ABT meters/HTTVMs, CTs, PTs /CVTs and CT-PT set is to be furnished to the concerned XEN/AEN(M&P), and shall be authenticated by printed test results obtained from testing equipments on site.
- 3.8 The test report to be filled-in at consumer premises shall have printed book no. & serial no. With logo of AVVNL and number for onsite testing covering scope of

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this work. For the duplicate copy double sided carbon will be used by the agency. One copy of the test report shall be furnished to the respective consumer at site. Along with this copy of test report authenticated printed test results obtained from testing equipments on site shall be enclosed in each copy.

- 3.9 The agency shall furnish provisional assessment under the guidelines of the field officers for the cases wherein any abnormalities are observed and shall submit the same within 15days to the concerned SE (M&P)/ XEN(M&P) of Nigam.
- 3.10 Above are some of the basic features. For more details, the prospective bidders may contact to the Superintending Engineer (M&P), AVVNL, Ajmer. The agency is expected to generally follow the existing practice so that there is no difficulty in taking over the system back by AVVNL on completion of the contract.

4. Test report and Testing Methodology

- 4.1 Agency shall prepare detailed test reports in the enclosed format **Annexure-A** of ABT meters/HTTVMs, CTs, PTs/CVTs and CTPT sets under test. Agency shall submit format of test report of ABT meters/HTTVMs, CTs, PTs/CVTs and CTPT sets within seven days from date of receipt of this work order to the Superintending Engineer (M&P), AVVNL, Ajmer for approval.
- 4.2 The Designated officer of Nigam shall prepare the joint inspection report (JIR) in prescribed format of AVVNL and same shall be duly signed by all parties witnessing/participating the testing work. This JIR shall be prepared in addition to the test report prepared by Agency at the time of onsite testing.
- 4.3 The agency shall work in close co-ordination with the AVVNL. Once the order is placed on the agency, a detailed project plan shall be worked out and agreed with the ordering authority.
- 4.4 Designated representative of AVVNL (not below the rank of AEN) shall accompany the testing team during the testing at site.
- 4.5 The concerned XEN/AEN (M&P) will fix up the date of testing is consultation with concerned AEN (O&M)/SE(O&M) / (M&P)/ RRVNPL, and intimate to the testing agency and the consumer. For ascertaining the necessary and timely onsite testing , any authorized representative of the testing agency will jointly visit the site prior to schedule date of testing in order to carry out testing smoothly & timely. The testing result will be signed by the firm as well as concerned SE(O&M) / XEN(O&M)/AEN (O&M) and SE(M&P)/ XEN (M&P)/AEN (M&P).
- 4.6 Normal working hours shall be from 9:30 AM to 6.00 PM. However, the same shall be reviewed as per the requirement and site conditions and if the testing is delayed due to problem in testing equipments or any other reason, the same will be carried out on the subsequent day without any extra charge.



- 4.7 In addition to the testing of the meters and CT/PTs/CVTs, the agency shall inspect the wiring of the metering systems for possible loose connections and/ or wiring errors. The procedure of testing of metering equipments will be as per relevant IS.
- 4.8 The agency will test instrument transformer and other measuring instrument after electrical isolation but without physical replacement from their original position.
- 4.9 Performa of test report shall be got approved from nodal officer i.e. the SE (M&P) Ajmer. The complete computerized test report would be prepared by the agency at the site itself and handed over to designated officers of SE (M&P) / O&M/ RRVPNL) and consumer.
- 4.10 The validated method shall be got approved by the SE (M&P) Ajmer along with Performa of test report.
- 4.11 The testing agency will mention all the display parameters of the meter (before & after calibration).
- 4.12 The agency will collect all MRI data for further analysis & inform findings within 7 days to the concerned SE (M&P), Ajmer along with his comments/ suggestion. The concerned XEN/AEN (M&P) will ensure verification of the testing under taken only after receipt of such report.
- 4.13 The testing agency will inform that whether the check meter has been provided as per guidelines of RERC and if not the deviation observed will be mentioned in the report.
- 4.14 All measurement made by onsite NABL accredited mobile calibration equipments shall conforms to Indian/ IEC specification and NABL accreditations requirement and are traceable to National standard maintained by NPL, India.
- 4.15 The AVVNL reserves the right to cancel execution of work order, if work is found unsatisfactory. The agency shall be fully responsible for ensuring the methodology adopted for testing/ calibration in the work order issued by SE (M&P), Ajmer.
- 4.16 The agency shall ensure quality services as per IS & IEC through experienced man power lead by qualified graduate engineer.

1. Assistance from Nigam

- Nigam shall arrange for the shutdown of the feeders etc. As required, for the testing. Nigam shall depute concerning personnel to help team for assistance and guide at site in identifying and isolating the instrument transformers, identifying the test terminals and points etc.
- Nigam shall provide PTW (permission to work) to work at site.



- Nigam shall deploy an engineer for witnessing and verify the testing work not below the rank of AEN (M&P).
- The Nigam will provide necessary documentation for shipment of testing equipments. These equipments shall be used only for testing purpose.
- Nigam will provide ID card to the testing Engineers.
- Nigam will provide the power supply to power up the Mobile van for testing of 132kV consumers.

4 **Technical details of equipment For Testing of ABT meters/HTTVMs , CTs, PTs/CVTs and CT-PT sets**

The portable, light weight Instrument for Testing ABT meters/HTTVMs , CTs, PTs/CVTs and CT-PT sets at site, which should calculate overall accuracy of meters as per IS 14697 (latest amended) & CT errors.

PTs shall be tested at rated voltage in line with relevant & latest amended IS, by injecting voltage to PT primary and measuring the secondary signal and extrapolate the errors at standard test points. It should also measures the actual circuit burden on CTs and PTs to ensure CT and PTs are not overloaded by high burden. It should have ON-Board microprocessor and memory to store results for later down loading in computer for further analysis.

5 **DELIVERABLES :-**

- Test results of individual components of existing metering system in a prescribed format (As per Annexure -A)
- Estimation of overall accuracy (Composite error)@100% load.
- Preparation of provisional assessments of the consumers on which the deviation in test results are obtained during the course of testing & submission of the same to the concerned XEN (M&P) under intimation to the concerned SE (M&P) and nodal officer.
- Recommendations.



Ajmer Vidyut Vitran Nigam Limited

Sample report format shall be as Annexure A.

Annexure A

Consumer Name: _____ Date of testing: _____ Protocol No.: _____

Consumer Address: _____

Circle (O&M) _____ Division (O&M) _____ Subdivision (O&M) _____

Consumer Account No. _____ K. No _____ Sanction Contract Demand : _____ KVA _____ KW

Circle (M&P) : _____ Sub Division (M&P) : _____ XEN/AEN(M&P) _____

Bill Month : _____ MF as per Bill. _____ Actual MF = Field (PTR X CTR) / Meter (PTR X CTR)

Details of Reference Equipments used for Testing:-

Details	CT/PT Testing Equipment	Meter Testing Equipment
Serial No		
Calibration Valid up to		
Traceability		
Environmental Conditions	Temperature °C	Humidity %

Details of CT's:-

Phase	Make	Serial No.	Acc. Class	TN No. & date	CT Ratio	Burden in VA
R						
Y						
B						



Ajmer Vidyut Vitran Nigam Limited

(1) Accuracy of CT's:-

% of rated current	% of rated burden	Limits of errors class 0.2s	Limits of errors class 0.5s	Limits of errors class 0.5	Current Ratio Error			Limits of errors class 0.2s	Limits of errors class 0.5s	Limits of errors class 0.5	Phase Displacement Error		
					R	Y	B				R	Y	B
1	25	± 0.75	± 1.5	NA				±-30	±-90	NA			
	100	± 0.75	± 1.5	NA				±-30	±-90	NA			
5	25	± 0.35	± 0.75	± 1.5				±-15	±-45	±-90			
	100	± 0.35	± 0.75	± 1.5				±-15	±-45	±-90			
20	25	± 0.2	± 0.5	± 0.75				±-10	±-30	±-45			
	100	± 0.2	± 0.5	± 0.75				±-10	±-30	±-45			
100	25	± 0.2	± 0.5	± 0.5				±-10	±-30	±-30			
	100	± 0.2	± 0.5	± 0.5				±-10	±-30	±-30			
120	25	± 0.2	± 0.5	± 0.5				±-10	±-30	±-30			
	100	± 0.2	± 0.5	± 0.5				±-10	±-30	±-30			

(2) Polarity of CT: -----

Details of PTs :

Phase	Make	Serial No.	Acc. Class	TN No. & date	PT Ratio	Burden in VA
R						
Y						
B						



Ajmer Vidyut Vitran Nigam Limited

(3) Accuracy of PTs:-

% of rated voltage	% of rated burden	Limits of errors class 0.5	Limits of errors class 0.2	Voltage Ratio Error						Limits of errors class 0.5	Limits of errors class 0.2	Phase Error		Displacement			
				R-Y		Y-B		B-R				R-Y		Y-B		B-R	
100	25	± 0.5	± 0.2							± 20	± 10						
	100	± 0.5	± 0.2							± 20	± 10						

(4) Polarity of PT: -----

(5) Insulation Resistance (in Ohm)

- Primary terminal to earth-----
- Primary terminal to secondary PT terminal-----
- Secondary PT terminal to earth-----
- Secondary PT terminal to secondary CT terminal-----

Abnormality found

Remarks

(SE/Xen/Aen.....)

Signature of
AVVNL Representative

Signature of
Consumer

Signature of
Testing Agency Representative

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SECTION 6: SPECIAL CONDITIONS OF CONTRACT (SCC)

	The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
SCC1.1	The Purchaser's country is: India
SCC1.2	The Purchaser is Ajmer Vidyut Vitran Nigam Ltd.
SCC1.3	The web-site of A.V.V.N.L. is: www.energy.rajasthan.gov.in/avvnl Relevant information may be posted on the web-site. All details uploaded on the website from time to time shall be deemed to have been provided to all the bidders.
SCC1.4	For notices, the Purchaser's contact details shall be: Superintending Engineer (M&P) Ajmer Vidyut Vitran Nigam Ltd., opposite to 220 kV Chambal Power House, Madar, Ajmer- 305007 e-mail: semnpajm25@yahoo.com ;
SCC1.5	The governing law shall be: Laws applicable in exclusive jurisdiction of competent Court in Ajmer, Rajasthan.
SCC1.6	The Successful Bidder shall provide Performance Security of ten (10) percent of the total Contract Price. The amount of Performance Security shall be specified at the time of awarding the contract to the successful bidder. The Performance Securities will be deposited in form of Bank Draft or Banker's Cheque of a scheduled bank, Bank guarantee of a scheduled bank. It shall be got verified from the issuing bank. The Bank Guarantee for performance security shall be executed on Rajasthan Non-Judicial Stamp Paper worth 0.25% of BG or maximum upto Rs. 25,000/-).value in the prescribed form addressed to the Superintending Engineer (M&P), A.V.V.N.L., Ajmer for satisfactory completion of work within 15 days of receipt of the letter of award/Detailed work order. The deposit or the Bank Guarantee as the case may be is to remain valid for a period of 6 months from the date of completion of the work.
SCC1.7	In case of successful bidder, the Earnest Money/ bid security deposit will be taken into account for arriving at the amount of the Performance Security Deposit if the Successful bidder desires to furnish Performance Security in form of cheque. However, if the Performance Security is furnished through bank guarantee (BG), the EMD/ bid security deposit will be released after acceptance of such BG.
SCC1.8	The bidders may please note that the prices are Firm. The prices quoted should be inclusive of GST. The payment terms shall be as per SCC 1.9
SCC1.9	I. The payment shall be made in INR. II. The invoice verification and payment will be done in following

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	<p>manner:</p> <ul style="list-style-type: none"> The agency shall furnish the O&M sub division wise monthly bills to the concerned Executive Engineer (M&P) along with the details of actual work carried out during the month for which bills are being raised, in prescribed formats duly verified by the concerned Executive Engineer (M&P), who after verification the same will send the invoices /bill in the o/o Superintending Engineer (M&P), AVVNL, Ajmer along with the provisional assessments (if any) for that month. The bills/invoices thus received shall be checked for its correctness/duplicity and than be raised by the AEN (EA-P) to SE (M&P)AVVNL, Ajmer to The Superintending Engineer(M&P), AVVNL, Ajmer who after countersigning such duly verified invoices /bills would send the same to the to the Sr.AO(CPC), AVVNL. The Sr.AO (CPC),AVVNL after receiving the verified and countersigned invoices/bills will arrange the payment to contractor/agency. The agency shall be entitled to get the payment as follows:- 100% payment of monthly billed amount shall be released on or after 30 days from the date of receipt of invoices in the office of Sr.AO (CPC), AVVNL. <p>III The payment will be subject to deduction on account of penalties & Liquidated damages specified at S.NO.26 of section-4 (GCC).</p>						
SCC 1.10	<p><u>Manpower Deployment:</u></p> <p>Time is the essence of the contract; therefore the Bidder shall ensure that adequate manpower shall be deployed by them to accomplish the work as specified in this bidding document.</p>						
SCC 1.11	<p>The successful bidder shall start the work within 60 days from the date of work order for calculation of penalties /work completion period this date shall be recorded.</p> <p>The work completion schedule shall be in following manner:-</p> <table border="1"> <thead> <tr> <th>Consumer Voltage Level</th><th>Time Schedule</th></tr> </thead> <tbody> <tr> <td>11 KV</td><td rowspan="3">Within two years from the date of the work order @25 % of ordered quantities per half year for each O&M Circle(as per SEC -4 clause 26 of this bid document). However earlier completion is acceptable.</td></tr> <tr> <td>33 KV</td></tr> <tr> <td>132 KV KV</td></tr> </tbody> </table>	Consumer Voltage Level	Time Schedule	11 KV	Within two years from the date of the work order @25 % of ordered quantities per half year for each O&M Circle(as per SEC -4 clause 26 of this bid document). However earlier completion is acceptable.	33 KV	132 KV KV
Consumer Voltage Level	Time Schedule						
11 KV	Within two years from the date of the work order @25 % of ordered quantities per half year for each O&M Circle(as per SEC -4 clause 26 of this bid document). However earlier completion is acceptable.						
33 KV							
132 KV KV							
SCC 1.12	<p><u>Review Meeting:</u></p> <p>A.V.V.N.L. may review with the successful bidder along with the project implementation team, any or all of the documents and advice forming part of the work, in meetings and conferences which will be held at any A.V.V.N.L's Office.</p>						

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SECTION 7:

TECHNICAL PROPOSAL SUBMISSION SHEET

To be furnished on bidders Letter Head

1. BIDDER TECHNICAL OFFER COVER LETTER

To be submitted complete with all enclosures

Date

To

The Superintending Engineer [M&P]
Ajmer Vidyut Vitran Nigam Ltd.,
Opposite to 220kv Chambal Power House
Madar, AJMER-305007

Subject: Proposal For Appointment of Agency for "Onsite Testing of Metering Equipments i.e. ABT meters/HTTVms, CT's, PT's/CVTs and CT PT sets for the consumers having voltage levels of 11/33/132KV at consumer site/RRVNL GSS premises under the domain of Ajmer Discom.

Dear Sir,

We have procured tender specification TN-_____(Specify tender number) for Testing of Metering Equipments i.e. ABT meters/HTTVms, CT's, PT's/CVTs and CT PT sets for the consumers having voltage levels of 11/33/132KV at consumer site/RRVNL GSS premises under the domain of Ajmer Discom.

We agree to provide the material as per the scope of work given under this tender specification.

We also agree that:-

1. The prices as mentioned in "Financial offer" are firm in all respect.
2. The prices quoted are valid for a period of 90 days from the date of opening of financial bid.
3. We also understand that the quantities mentioned in the price schedule shall be meant for bid evaluation and payment shall be made to us on the basis of actual number of items supplied / services delivered.
4. We have understood the terms of payment and undertake to abide by the same.
5. We understand that conditional offers are likely to be rejected.
6. The execution of work shall strictly be in accordance with the work completion schedule as given by A.V.V.N.L. In case we fail to complete the work as indicated therein we shall pay penalty as per relevant GCC clause of the specification.



Ajmer Vidyut Vitran Nigam Limited

7. The services provided/material supplied by us shall conform to the specifications.

8. We confirm that we agree to adhere to all the commercial terms and conditions as well as the technical stipulation of your specification and there is no deviation. Such acceptance has also been confirmed in prescribed schedules.

9. Until a formal contract is prepared and executed, this is in acceptance and support of award which shall constitute a binding contract between us. We also understand that the A.V.V.N.L. reserves its right to reject any or all of the bids without assigning any reason.

We agree to abide by all the conditions governing the proposals and decisions of the A.V.V.N.L.

Enclosed:

1. Form No F-1: Bidder's Authorization Certificate.
2. Form No F-2: Company/ Firm Information
3. Form No F-3: Eligible Project Experience
4. Form No F-4: Self declaration – no black listing
5. Form No F-5: Confirmation for "No Deviation" in Commercial terms & conditions
6. Form No F-6: Confirmation for "No Deviation" in Technical terms & conditions
7. Power of Attorney
8. Requisite documents in support to Qualification Criteria

Thanking you.

Yours faithfully,
(Signature)
Name & Designation

Place

Date

Seal of the Company/ Firm

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Ajmer Vidyut Vitran Nigam Limited

Form No F-1:

Bidder's Authorization Certificate
To be furnished on bidders Letter Head

To,

The Superintending Engineer [M&P]
Ajmer Vidyut Vitran Nigam Ltd.,
Opposite to 220kv Chambal Power House
Madar, Ajmer-305007

Reference No.

I/We <Name/ designation> hereby declare/ certify that <Name/ designation> hereby authorized to sign relevant documents on behalf of the company/ firm

In dealing with Tender/ NIT reference No.dated He/ She are also authorized to attend meetings & submit technical & commercial information/ clarification as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signature are as under.

Thanking you,

Name of the Bidder:

-Verified Signature:

Authorised Signatory:-

Seal of the Organization:-

Date:

Place:

Please attach the board resolution and valid power attorney in favour of person signing this authorizing letter (To be Non-judicial Stamp Paper of Rs. 500/- duly notarized of the Bidding Entity).

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Ajmer Vidyut Vitran Nigam Limited

Form No F-2: Company/ Firm Information

To be furnished on bidders Letter Head

Kindly provide the following details for the Firm

1. Name of the Firm:
2. Date of incorporation/Registration with appropriate authority. (Please provide documentary evidence)_____
3. Individual and Cumulative Turnover in the Last three financial years (in Rupees):-

S.No.	Financial Year	Turnover (in Rs.)
1.	2023-24	
2.	2024-25	
3.	2025-26	
Total		

(Please provide a copy certified by practicing Chartered Accountant)

Date:-

Place:-

(Signature).....

(Name).....

(Designation).....

(Organization Seal).....

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Ajmer Vidyut Vitran Nigam Limited

Form No F-3: Eligible Project Experience

To be furnished on bidders Letter Head

(To be duly attested by the authorized official)

Kindly provide eligible Project Experience of the Firm's relevant past experience as below:

S. No.	Name of the client	Name of Assignment	Year of award	Year of completion	Broad Scope of work	Value of the work (In Rs.)	Documentary evidence

Note: Please use separate sheets for each project. The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Date:-

Place:-

(Signature).....

(Name).....

Designation).....

(Organization Seal).....



Ajmer Vidyut Vitran Nigam Limited

Form No F-4: Self declaration – no black listing

(on Rajasthan NJSP of Rs. 500/- Duly Notarized)

To

The Superintending Engineer [M&P]
Ajmer Vidyut Vitran Nigam Ltd.,
Opposite to 220kv Chambal Power House
Madar, Ajmer-305007

In response to the Tender Ref. No. _____ dated _____, as a _____ {Designation} of _____ {Name of company/Firm}, I hereby declare that presently our firm/company _____ {Name of company/Firm} is having unblemished record and is not declared ineligible for corrupt & fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

We further declare that presently our firm/company _____ {Name of 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, our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name

Signature

In the capacity of _____ {Designation}

Duly authorized to sign Proposal for and on behalf of _____ {name of company/firm}.

Organization Seal: -

Date:

Place:

70



Ajmer Vidyut Vitran Nigam Limited

Form No F-5: Confirmation for "No Deviation" in Commercial terms & conditions

To be furnished on bidders Letter Head

Bidder's Name & Address:

To

The Superintending Engineer [M&P]

Ajmer Vidyut Vitran Nigam Ltd.,

Opposite to 220kv Chambal Power House
Madar, Ajmer-305007

Dear Sir,

Sub: Confirmation for "No Deviation" in Commercial terms & conditions under NIT No.

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

Date:-

Place:-

(Signature).....

(Name).....

(Designation).....

(Organization Seal).....

71

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Ajmer Vidyut Vitran Nigam Limited

Form No F-6: Confirmation for "No Deviation" in technical terms & conditions

To be furnished on bidders Letter Head

Bidder's Name & Address:

To

The Superintending Engineer [M&P]

Ajmer Vidyut Vitran Nigam Ltd.,

Opposite to 220kv Chambal Power House
Madar, AJMER-305007

Dear Sir,

Sub: Confirmation for "No Deviation" in technical terms & conditions under NIT No.

We hereby confirm that there is no deviation in technical terms & conditions stipulated in the bidding documents and we agree to all technicals specifications of the NIT & will adhere by the same strictly.

Date:-

Place:-

(Signature).....

(Name).....

(Designation).....

(Organization Seal).....



Annexure-I

BID SECURITY FORM

(To be stamped in accordance with value specified in this bidding document, the Non-Judicial Stamp Paper of Rajasthan should be in the name of the issuing Bank)

Bank Guarantee No.:

Date:

To:

The Superintending Engineer [M&P]
Ajmer Vidyut Vitran Nigam Ltd.,
Opposite to 220kv Chambal Power House
Madar, Ajmer-305007
e-mail: semnpajm25@yahoo.com

WHEREAS M/s. (insert name of Bidder)..... having its Registered/Head Office at (insert address of the Bidder) (hereinafter called "the Bidder") has submitted its Bid for the performance of the Contract for.....(insert name of the Package).....under.....(insert Specification No)..... (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE (insert name & address of the issuing bank) having its Registered/Head Office at(insert address of registered office of the bank)..... (hereinafter called "the Bank"), are bound unto Ajmer Vidyut Vitaran Nigam Limited (hereinafter called "the Employer") in the sum of(insert amount of Bid Security in figures & words)..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- 2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment - Declaration of the Bid; or



Ajmer Vidyut Vitran Nigam Limited

- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid; or
- (4) In the case of a successful Bidder, if the Bidder fails within the specified time limit
- (i) to sign the Contract Agreement, or
- (ii) to furnish the required performance security, or
- (iii) In any other case specifically provided for in the bidding document.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (insert date, which shall be the date 30 days after the period of bid validity)....., and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____



Note:

1. The Bank Guarantee should be in accordance with the Performa 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 Performa 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) _____."

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Ajmer Vidyut Vitran Nigam Limited

Unquote

Annexure-II

PERFORMANCE SECURITY FORM

(On NJS of Rajasthan state worth 0.25% of BG value or Max. Rs.25000.00)

Bank Guarantee No.

Date.....

Contract No.....

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

To:

The Superintending Engineer [M&P]
Ajmer Vidyut Vitran Nigam Ltd.,
Opposite to 220kv Chambal Power House
Ajmer, Ajmer-305007
e-mail: semnpajm25@yahoo.com

Dear Sir,

We refer to the Contract ("the Contract") signed on(insert date of the Contract)..... between M/s. (Name of Employer), having its Registered Office at (Registered Address of employer) ("the Employer"/" (Name of Employer)") **on behalf of (Name of owner) (here in after referred to as '..... (Short Name of Owner)' / 'Owner'),** and 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 (Indicate brief scope of work) for the complete execution of the (insert name of Package along with name of the Project)..... [Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract signed on(insert date of the Contract)..... between M/s. (Name of Employer), having its Registered Office at(Registered

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Ajmer Vidyut Vitran Nigam Limited

Address of employer) ("the Employer")/ " (Name of Employer)" on behalf of
(Name of owner) (hereinafter referred to as '..... (Short Name of Owner)' /
'Owner'), and 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
the Contract ("the Contract") signed on(insert date of the Contract).....
between Ajmer Vidyut Vitaran Nigam Limited (Name of Employer) on behalf of
Owner 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 (Indicate brief
scope of work) for the complete execution of the (insert
name of Package along with name of the Project)..... [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 ninety (90) days
beyond the Contract Period 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 ninety (90) days beyond the Contract Period of the Facilities i.e. upto and
inclusive of (dd/mm/yy) and shall be extended from time to time as may be
desired by the employer.

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



Ajmer Vidyut Vitran Nigam Limited

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.

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 Performa 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 Performa 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

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Handwritten signatures and initials at the bottom of the page.



Annexure-III

Format of affidavit for MSME situated in Rajasthan

(To be furnished on Non Judicial Stamp Paper of Rs 100/-)(Duly Notarized)

I..... S/oAged.....

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 manufactures 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 regularly manufacturing the above items.

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

Signature of

Proprietor/Director Authorized

Signatory

With Rubber Stamp and Date

9 2 80 2 M Q B



SECTION 8: BID EVALUATION METHODOLOGY

Only those bidders which satisfy all the conditions for qualification of bidders as per Eligibility Criteria shall be considered for financial evaluation.

1.2 The selection shall be on **L 1 basis**.

1.3 The Selection Committee will thoroughly evaluate the firm details and project experience, financial strength other qualification requirements of the company/firm. The bidder may require producing original documents for verification to validate the claims made by it in the bid document to establish the quality and competency of the firm

1.4 After evaluating the Technical Bids, AVVNL shall notify the technically qualified bidders, the date, time and place for opening of the Financial Bids.

1.5 Financial Evaluation:

- The technical qualified bidder with lowest financial quotes shall be ranked as L – 1 bidder
- The technical qualified bidder with second lowest financial quotes shall be ranked as L – 2 bidder and so on for other qualified bidders
- The tendering authority/ selection committee, in observance of best practices, shall: -
 - Maintain the bid evaluation process strictly confidential as per the details below.
 - Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
 - Strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
- The tendering authority shall prepare a comparative statement in tabular form and its report on the evaluation of financial bids with its recommendations shall be forwarded to the competent Committee for sanction of the best offer.
- It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods or service required to be procured.
- Bidders meeting the qualification requirement and stood to be L-1 may be awarded with the work. However, **the bidders may note that A.V.V.N.L. is not bound to accept the lowest financial offer.**
- If the bidder quotes zero or null value against any of the item(s) in column "A" of the financial offer i.e. "BOQ", the same offer shall be rejected. In this case, bid of even technically qualified bidder shall not be considered valid.



SECTION 9: GUIDELINES FOR FINANCIAL BID SUBMISSION

(Not to be filled here)

(Financial offer has to be furnished in BOQ excel file).

NOTE: BIDDER IS REQUIRED TO READ CAREFULLY THE FOLLOWING BEFORE QUOTING THE PRICES

- i) The format enclosed herewith is to be used to quote the price. No other format shall be used.
- ii) The price bid in the other formats may be rejected.
- iii) No cover letter is required to be enclosed with the price bid.
- iv) The quoted prices are inclusive of applicable tax/GST any statutory variation and imposing new tax by government shall be on Discom account.
- v) Price schedule is for reference purpose only. Bidder has to quote the price in BOQ.xls only.
- vi) Bidder must furnish details of inclusive applicable taxes/duties/GST along with technical bid in following format.

Please do not fill the prices here

S.No.	Particular of Activity	Details of applicable GST
1	On site Testing of Metering Equipments i.e. HTTVMs / ABT meters/ CTs, PTs/CVTs and CT-PT sets for the consumers having supply voltage level of 11 KV by secondary injection system.	
2	On site Testing of Metering Equipments i.e. HTTVMs / ABT meters/ CTs, PTs/CVTs and CT-PT sets for the consumers having supply voltage level of 33 KV by secondary injection system.	
3	On site Testing of Metering Equipments i.e. HTTVMs / ABT meters/ CTs, PTs/CVTs and CT-PT sets for the consumers having supply voltage level of 132 KV by secondary injection system.	

CLARIFICATION REGARDING BID PRICE SCHEDULE: The bidder will furnish the break-up of the quoted price indicating rate and type of each tax clearly, as per the prevailing rate on the bid date in compliance document of financial offer. Any statutory variation and imposing new tax by government subsequently during the currency of contract shall be on AVVNL account

SCHEDULE P-1

Part-II(PRICE-BID) FOR TESTING OF METERING SYSTEMS INCLUDING ct, PT SETS AND METERS FOR HT CONSUMERS UPTO VOLTAGE LEVELS OF 11/33/132 KV METERING SYSTEM AT SITE IN AJMER DISCOM AGAINST E-TENDER SPECIFICATION NO. M&P -TN-43.

Name of the Firm:-

PART-II Opened On.....

S. N O.	Particulars		No. of connection s. (in Nos.)	Unit Checking, Testing Charges (Rs./Connection) (A)	Total Checking, Testing Charges Exclusive GST (Rs.)	GST 18%	Total Checking, Testing Charges Inclusive GST (Rs.)
	Supply Voltage						
1	Checking, Testing of HT connections involving following:-						
	(i) Checking of wiring connection.	A	11 KV	10540			
	(ii) Testing of accuracy of Current Transformer.	B	33 KV	235			
	(iii) Testing of accuracy of Potential Transformer.	C	132 KV	29			
	(iv) Testing of accuracy of Meter.	Total					

NOTE:-

1. Testing, checking charges shall be "FIRM" in all respect during currency of contract.
2. All prices must be in numerical form without percentage(%) sign for the calculation purpose.
3. Any statutory variation and GST as may be legally applicable shall be paid extra at actual on production of legal documents.

Seal of the Company
Date & Full Signature
Name & Designation