

JAIPUR VIDYUT VITRAN NIGAM LIMITED
Office of Superintending Engineer (M&P)
Chambal Power House Premises, Hawa Sarak, Near Sodala, Jaipur-302006

TENDER SPECIFICATION NO.TN-M&P-4

TESTING AND SEALING OF CONSUMER METERS AT SITE IN JAIPUR DISCOM

LAST DATE OF RECEIPT OF TENDER	26.11.2012 upto 2.30 PM
DATE OF OPENING	26.11.2012 AT 3.00 PM
EARNEST MONEY	
ALWAR CIRCLE	Rs. 10000/-
BHARATPUR CIRCLE	Rs. 5000/-
DHOLPUR CIRCLE	Rs. 1500/-
JAIPUR CITY CIRCLE	Rs. 15000/-
JAIPUR DISTRICT CIRCLE	Rs. 10000/-
DAUSA CIRCLE	Rs. 3500/-
KARALI CIRCLE	Rs. 2500/-
KOTA CIRCLE	Rs. 6500/-
BUNDI CIRCLE	Rs. 3000/-
SAWAIMADHOPUR CIRCLE	Rs. 3500/-
TONK CIRCLE	Rs. 3500/-
JHALAWAR CIRCLE	Rs. 4000/-
BARAN CIRCLE	Rs. 3000/-
COST OF SPECIFICATION	Rs. 2500/-
VALIDITY	120 DAYS FROM DATE OF OPENING OF BID.

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

IMPORTANT NOTES:

Furnishing of earnest money as per clause No 10 of Section I of this specification is essential otherwise the tender will not be accepted.

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

JAIPUR VIDYUT VITRAN NIGAM LIMITED

SHORT TERM TENDER NOTICE

Jaipur Vidyut Vitran Nigam Ltd. [JVVN] invites sealed bids from competent agency for entering into a work on contract for testing and sealing of consumer meters at site in Jaipur Discom which will involve in following activities

ACTIVITIES:

(A.) TESTING AND SEALING OF CONSUMER METERS AT SITE ON CONSUMER COMPLAINT / REPORTED DEFECTIVE IN A-30 REPORT / AS PER REQUIREMENT OF JAIPUR DISCOM.

VERIFICATION/VALIDATION OF CONSUMER DATABASE & MAINTENANCE OF DATABASE REGULARLY INCLUDE DATA COLLECTION REGARDING CONSUMER DETAILS, METER DETAILS, INSTALLATION STATUS OF SERVICE LINE AND METER INCLUDING METER'S SEALS AND OTHER RELEVANT DATA, VERIFICATION OF CORRECTNESS OF WIRING CONNECTION, TESTING THE ACCURACY OF METERS.

GENERATION OF TEST RESULTS INCLUDING ELECTRICAL PARAMETERS AT SITE AND PREPARATION OF OUTPUT REPORTS TO ENABLE SUPERVISION AND MONITORING OF STATUS AND PERFORMANCE OF THE METERS INSTALLED AT CONSUMERS PREMISES.

(B.) THE AGENCY WILL RETRIEVE COMPLETE METER DATA OF DEFECTIVE SINGLE PHASE AND THREE PHASE METERS THROUGH HHT (IF POSSIBLE), WHICH ARE LYING IN VARIOUS SUBDIVISION STORES. THE HHT WILL BE PROVIDED BY THE NIGAM.

The contract period shall be initially for one year from the date of actual commencement of work in each circle renewable for such period or periods as mutually agreed. The brief particulars are as follows:

TENDER FEE	Rs. 2500/-
LAST DATE OF RECEIPT OF TENDER	26.11.2012 UPTO 2.30 PM
DATE OF OPENING	26.11.2012 AT 3.00 PM
SECURITY DEPOSIT	2% of total contract value
EARNEST MONEY	
ALWAR CIRCLE	Rs. 10000/-
BHARATPUR CIRCLE	Rs. 5000/-
DHOLPUR CIRCLE	Rs. 1500/-
JAIPUR CITY CIRCLE	Rs. 15000/-
JAIPUR DISTRICT CIRCLE	Rs. 10000/-
DAUSA CIRCLE	Rs. 3500/-
KARALI CIRCLE	Rs. 2500/-
KOTA CIRCLE	Rs. 6500/-
BUNDI CIRCLE	Rs. 3000/-

SAWAIMADHOPUR CIRCLE	Rs. 3500/-
TONK CIRCLE	Rs. 3500/-
JHALAWAR CIRCLE	Rs. 4000/-
BARAN CIRCLE	Rs. 3000/-
VALIDITY	120 DAYS FROM DATE OF OPENING OF BID.

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

The Agency shall have to carryout site testing and sealing of meters installed at the consumer premises as desired by JVVNL, validate, update and collect the related data of the consumers. Agency shall also submit the report along with the testing results taken at site of individual consumer.

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

- I. Agency may quote for individual circle.
- II. Agency may quote for more than one circle.
- III. Agency may quote for JVVNL as a whole but individual rate per circle is to be quoted.

Technical Bid and Price Bids are to be submitted in single part/ Envelope:

Technical bid shall contain EMD & qualification details etc as per requirements detail given, and details & design of the proposed system(s) to meet out the work requirement, together with its capabilities.

Price bid shall contain the financial offer along with commercial terms and conditions.

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

**JAIPUR VIDYUT VITRAN NIGAM LIMITED
SECTION – I**

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 The Jaipur Vidyut Vitran Nigam Ltd, or any authority designated hereinafter called 'OWNER' will receive bids in respect of services as set forth in the accompanying specification. All bids shall be prepared and submitted in accordance with these instructions. The Bidder, in his own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in General Conditions of Contract and Technical specification before filling the Bid proposal form. If he has any doubt as to the meaning of this specification or any portion thereof, he shall before submitting the Bid, refer the same to the Superintending Engineer(M&P), Jaipur Vidyut Vitran Nigam Limited, Jaipur in writing well in time before the specified date of opening of Bids so that such doubts may be clarified. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/ commented by him in his Bid.
- 1.2 Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the bidders.
- 1.3 The works referred herein shall cover the entire scope of the proposal which include commissioning and erection of equipment including the successful completion of performance and guarantee tests which the owner desires to get executed.

- 2. INTRODUCTION:** Jaipur Vidyut Vitran Nigam Ltd. [hereinafter to be referred to as JVVNL] is proposing to develop an efficient and effective system for testing and sealing of consumer meters at site in JAIPUR DISCOM with the help of an external Agency having sufficient experience, expertise, adequate financial strength and related infrastructure facilities. The idea is to test the meters for their accuracy including defect if any, noticed at site, and sealing, consumer wise data collection and analysis for monitoring of status and performance of the meters installed at consumers premises in the area under consideration, and also to increase the consumers' satisfaction level.

The job involves as detailed in Section- III part- 3 “**Objective and Scope of Work**”, however any work if specifically not mentioned but reasonably implied for the successful implementation and good performance of the proposed work are deemed to be included and are to be executed. The main idea behind the proposed work is to develop an efficient and effective system for testing/checking and sealing of Single Phase and Three Phase whole current Meters at site in JVVNL

The Agency is advised in its own interest to examine the bid documents, instructions, forms, terms and general information. Failure to provide information, which is essential to evaluate the bid or to provide timely clarification or substantiation of the information supplied or submission of bid not substantially responsive to the bid document may result in disqualification.

- 3. FIELD CONDITIONS:** The bidder may in its own interest, before submitting the bid, inspect and examine the area involved and satisfy itself regarding the field

conditions and present system of testing the meters for their accuracy at site including sealing, consumer wise data collection.

For ascertaining the field condition the Agency may contact the respective circle SE (O&M), JVVNL. The details of the area to be covered in the scope of the contract are available at Section III Part 1. No claim for change in the bid or terms & conditions of the contract shall be entertained on the ground that the conditions are different than what were contemplated.

4. **AMENDMENTS TO BID DOCUMENT:** At any time prior to the date for submission of bid, JVVNL may for any reason, whether of its own or by way of clarification given at the request of prospective Bidder, modify the bid document by issue of amendment(s) which shall form part of it. **The amendments will make available on JVVNL website www.jaipurdiscom.in and the same can be downloaded by the bidders who shall submit one copy of it duly signed along with their bid or as per clause 13 of this section as the case may be.** Extension to the due date, if considered necessary may be made
5. **DEVIATION FROM BID DOCUMENTS:** The bid offer must have 'No deviation Certificate as per schedule 1 & 2. In any case offer with deviation or conditions shall not be accepted.
6. **DOCUMENTS COMPRISING THE BID:**

The bid shall be accompanied with the following schedules, documents and the fact of their having been enclosed shall be indicated with the techno-commercial bid. The bid which is not accompanied by any or all the following mentioned schedules, documents or is accompanied by incomplete annexure/ schedules is liable for rejection:-

- i. **Covering Letter**
- ii **Power of Attorney/Board Resolution in favor of signatory of the bid;**
- iii **Statement of deviations from the bid documents as per Schedule-1.**
- iv **Qualification details in format given in Section IV Part-I, as per details at Section III Part 2.**
- v **Copy of the agreement between the bidder and his collaborators or associates, if any;**
- vi **Earnest money as specified for different circles (copy of receipt)**
- vii **Other details as called for in the bid documents or which the bidder may like to highlight.**
- viii **Financial Offer in the format given in Sec-IV Part-2.**

7. **FORMAT AND SIGNING OF BID:** The bidder shall submit their complete proposal in all respects with enclosures. The original shall be signed on each page.

The person(s) shall sign the bid, duly authorized to bind the bidder to the contract with Power Of Attorney, which shall accompany the bid.

All pages of the bid, including entries or amendments have been made shall be initialed by the person or persons signing the bid.

This bid document shall also be attached with the bid signing on all the pages in token of acceptance of the terms and conditions, except those mentioned in the deviation list.

8. SUBMISSION OF THE BIDS:

- Bid shall be submitted in the forms attached here to and all blanks in the tender and the annexure of the specifications shall be duly filled in one original and one duplicate copy. The complete forms, annexure shall be considered as part of contract documents in the case of successful bid.
- No alteration should be made to form of the tender specification and annexure. The bid must comply entirely with the specifications. Alternative proposals, if any, shall be clearly stated in the covering letter and shall accompany each copy of the bid.
- The bid and all accompanying documents shall be in Hindi / English language and shall be signed by a responsible and authorized person. The name, designation and authority of signatory shall be stated in the bid.
- Tenders should be filled in only with ink or typed. No bid filled in by pencil or otherwise shall be considered.
- All additions, alterations and over writings in the bid must be clearly initialed by the signatory to the bidder.
- The bidder should quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/ prices shall be in words as well as in figures. This must not contain any additions, alterations, overwriting, cuttings or corrections and any other marking, which leave any room for doubt.
- The NIGAM will not be responsible to accept any cost involved in the preparation or submission of the bids.
- Any printed conditions of sale on the Bid shall not be accepted by the NIGAM. The Bidder shall incorporate his conditions of sales, if any, in the text of the Bid itself.

The interested bidder may send their proposal on or before **26.11.12** up to 2.30 PM to:

**The Superintending Engineer (M&P)
Jaipur Vidyut Vitran Nigam Limited,
Chambal Power House Premises, Hawa Sarak,
Near Sodala,
JAIPUR: 302019**

- The bid offer shall be furnished in the following manner:
 - i) **First envelope containing proof of deposition of cost of Bid documents & EMD.** Description of work, bid no., time of bid submission, due date for opening of bid and the word 'Envelope-I & Cost of bid documents and Earnest Money / Valid Registration Certificate under relevant class A / certificate of being a Rajasthan / Central Govt. undertaking' should be clearly written on the front side of the envelope.
 - ii) **Second envelope for techno-commercial bid.** Description of work, bid no., time of bid submission, due date for opening of bid and the word 'Envelope – II & Techno-Commercial Bid' should be clearly written on the front side of the envelope.

- iii) **Third envelope for price bid.** Description of work, bid no., time of bid submission, due date for opening of bid and the word 'Envelope – III & Price Bid' should be clearly written on the front side of the envelope.
- iv) **Fourth envelope containing above three envelopes.** Description of work, bid no., time of bid submission and due date for opening of bid should be clearly written on the front side of the envelope. (All the above envelopes shall be duly sealed individually).

Note : Separate price bid and technical bid are required to be submitted incase total bid value exceeds Rs. 50 Lacs and if the same is upto 50 Lacs, technical bid and price bids shall be submitted in a single envelope. However, two part bidding could be adopted for the item of special nature technology, sophistication or for any other item in the opinion of purchasing officer considered suitable for two part bidding system also irrespective of value.

9. BID VALIDITY: Bid shall remain valid for acceptance for a period of 120 days after the date of bid opening. JVVNL may request for suitable extension.

10. EARNEST MONEY:

10.1 Before submitting the offer the tenderers shall deposit with the A.O. [JPDC], JVVNL, Jaipur the amount of Earnest Money as specified for each lot for which tender has been submitted, either in cash or by crossed Bank Draft payable to A.O. [JPDC], JVVNL, Jaipur and obtain a receipt thereof. No other mode of deposit shall be accepted.

Or

The bidder shall furnish 20% amount of earnest money deposit in cash or by crossed bank draft payable in the name of Accounts Officer (JPDC), JVVNL, Jaipur, along with irrevocable bid bank guarantee of balance 80% amount on the Rajasthan State Non Judicial Stamp Paper of Rs. 100/- duly authenticated either by a first class Magistrate or Notary Public or directly confirmed by the issuing Bankers furnished valid for a period of 180 days excluding the grace period of 90 days.(Bid bank guarantee format is enclosed in this specifications).The receipt of deposit of 20% amount of EMD and bank guarantee for balance 80 % amount shall accompany with the bid in an envelope as per instructions given in these bidding documents. "In case of invocation of Bank guarantee issuing Bank must authorize for entertaining the case at the sister branch located in Rajasthan". The Bank guarantee must be from any Nationalized/Scheduled Bank.

- 10.2 Any tender not accompanied by a copy of the Receipt for Earnest Money/Crossed Bank Draft shall be rejected and the tender will not be accepted.
- 10.3 In case of unsuccessful tenderers, the Earnest money will be refundable on production of the original receipt within a fortnight after finalization of the tender.
- 10.4 Request for adjustments/proposals for acceptance of Earnest Money deposits, if any, already lying with the JVVNL in connection with some other tenders/orders shall not be entertained.
- 10.5 No interest shall be payable on such Deposits.
- 10.6 The JVVNL reserves the right to forfeit Earnest Money Deposit or a part thereof in circumstances, which according to it indicate that the tenderer is not earnest in accepting/executing order placed under the specification.
- 10.7 The Center and State Government undertakings are exempted from furnishing of earnest money subject to furnishing of such valid exemption certificate in first cover envelope.

- 10.8 The successful bidder will have to submit the bank guarantees as per clause 3 Section-II of the specification towards fulfillment of security and performance obligations of the contract.
- 10.9 If the successful bidder fails to submit bank guarantees within 15 calendar days from the date of receipt of detailed work order or fails to sign the contract agreement in accordance with the clause 5.0 of Section-II of the specification or fails to execute the order placed under this specification then the Earnest money deposit amount (Bid guarantee) will be forfeited by the owner without any notice.
- 10.10 The Earnest money deposit (Bid guarantee) of all unsuccessful bidders except that of the successful bidder will be refunded /released on production of receipt within thirty (30) days after the award of the contract.
- 10.11 The Earnest money deposit (Bid guarantee) of successful bidder(s) will be refunded /released after furnishing security deposit as per the specification
- 10.12 Request for adjustments / proposal for acceptance of earnest money deposits, if any, already lying with the Nigam in connection with some other bids / orders, whatsoever shall not be entertained.
- 10.13 No interest will be payable by the owner on the above Earnest money deposit (Bid guarantee).
- 10.14 Any bid not accompanied with the requisite EMD (bid guarantee) or valid vendor Registration certificate in accordance with aforesaid provisions will not be opened and shall be summarily rejected.
- 11 LATE BIDS:** Any bid(s) received after the scheduled time for submission is liable for rejection.
- 12. BID OPENING AND EVALUATION:** JVVNL will open envelope of the bids, in the Office of Superintending Engineer [M&P], JVVNL, Jaipur in the presence of bidders or their authorized representatives, who choose to be present. If the opening date is a holiday, the bids will be opened on the next working day at the same place and time, unless notified otherwise.
- 13. CLARIFICATION OR MODIFICATION OF BIDS:** To assist in the examination, evaluation and comparison of bids, JVVNL may ask Bidders individually for clarification, in writing. No change in the substance of the bid shall be permitted except as required to confirm the correction of any typographical error.
- 14. REJECTION OF BIDS**
- 14.1 Any action on the part of the Bidder to revise the rates/prices and modification in the substance of original tender. Submission of any supplementary information unless & otherwise asked for at his own instance after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bid to the NIGAM at least for one year.
- 14.2 The owner reserves the right to accept or reject any bid, and to annul 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 owner's action.
- 15. SIGNING OF AGREEMENT:** The successful bidder shall, on receipt of Letter of Award from JVVNL enter into a contract with JVVNL by jointly signing an agreement. The draft of the agreement based on the terms sheet, detailed in Section-II and Section-III shall be forwarded to the successful bidder for execution. The agreement shall be

executed within fifteen days thereafter. The person to sign the agreement shall be duly authorized by the Bidder.

16.0 SIGNATURE OF BIDDER

- 16.1 The bid must contain the name, address and place of business of the person or persons making the bid and must be signed and sealed by the bidder under his usual signature. The name(s) of all the persons signing should also be typed or printed below the signature.
- 16.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership firm name, followed by the signature (s) and designation (s) of the authorized partner (s) or other authorized representative (s).
- 16.3 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 bid on behalf of such corporation/ company in the matter.
- 16.4 A bid 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.
- 16.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 16.6 The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 16.7 Erasures or other changes in the bid documents shall bear the initials of the person signing the bid.
- 16.8 Bids not conforming to the above requirements of signing shall be disqualified.

17.0 UNDERSTANDING AND CLARIFICATIONS ON DOCUMENTS AND SPECIFICATIONS.

- 17.1. The Bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and terms 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 by the owner. The Owner, then, will issue interpretation and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as 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.
- 17.2. Verbal clarifications and information given by the owner or his employee(s) or his representative(s) shall not in any way be binding on the owner.

18.0 EFFECT AND VALIDITY OF BID

- 18.1. 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 owner for rejection of his bid. The owner shall always be at liberty to reject or accept any bid or bids at his 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.
- 18.2. The bids shall be valid for a minimum period of 120 days (One hundred twenty) days from the date of opening of price bids wherever is later. Bids mentioning a shorter validity period than specified are likely to be summarily rejected/ignored.

- 18.3 Owner may ask for extension in validity period. The bidder will be at liberty to accept it or not. In case bidder agrees to extend the validity period without changing his original offer, he will be required to extend validity period of the Bank Guarantee (Submitted against the EMD) suitably.

19.0 DUTIES AND TAXES

- 19.1 All custom duties, excise duties, sales taxes at concessional rate of 4% and other levies payable by the bidders in respect of the transaction between the bidders and their vendors/sub-suppliers while procuring any subassemblies, raw materials and equipment shall be treated as included in the bid price and no claim on this behalf will be entertained by the owner.
- 19.2 The work contract tax , Service Tax , Sales tax at concessional rate of 4% , excise duty, local taxes, entry tax as applicable/ levi able on the goods procured from outside Rajasthan, levies, and other liabilities of Govt , if levi able in respect of the transaction between the owner and the contractor under the contract on the date of opening of bids (techno-commercial) shall be treated as included in the bid price and no additional payment on this account shall be paid by the Nigam.
- 19.3 Any income tax, surcharge on income tax and other corporate taxes including work contract tax, service tax and entry tax as applicable/ levi able on the goods procured from outside Rajasthan as attracted under the law, shall be deducted at source, as per the prevailing Govt. rules by payment making authority from each bill. Necessary TDS certificate shall be issued by payment making authority.
- 19.4 Jaipur Vidyut Vitran Nigam Limited is registered dealer under Rajasthan Sales tax and Central Sales tax Act and is entitled to concessional rate of Central/State sales tax as per rules in force. In accordance to above, the prices of material indicated in B.S.R. (G-schedule) include sales tax at the concessional rate of 4% and therefore for supply of material, the sales tax at actual subject to maximum of concessional rate of 4% shall only be payable. Necessary declaration Form 'C' or prescribed certificate for availing supply of material on concessional sales tax shall be issued by the Nigam on completion of ordered work.
- 19.5 Any statutory variation in existing rates of taxes /duties/ levies/charges during contracted completion period shall be to Nigam's account. However, for claiming any such statutory variation, the contractor is required to furnish the documentary evidence /proof in support of the same for scrutiny and approval. Any downward variation in above rates of taxes/duties/levies shall have to be passed on to the Nigam.

20.0 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 owner to the bidders. While the bids are under consideration, bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the owner and/ or his employees/ representatives on matters related to the bids under consideration. The owner, 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.

21.0. QUANTITIES

The quantities offered in this specification will depend upon no. of consumers who have made complaint for defect in his meter / AEN (O&M) concerned who wants to

test consumer meter based on some information (A 30 report, fall in consumption, tampering information etc.) which will vary circle-wise.

22.0 PRELIMINARY EXAMINATION AND EVALUATION:

- 22.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 22.2 Prior to the detailed evaluation, the owner will determine the substantial responsiveness of each bid to the bidding document . For purpose of these clauses, 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 or which limits in any way to the responsibilities or liabilities of the bidder of any right of the owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 22.3 A bid determined as not substantially responsive will be rejected by the owner and shall not subsequently be treated responsive by the bidder by correction of the non conformity by the bidder.
- 22.5 Bid price shall mean the basic price quoted by each bidder in his proposal for the complete scope of works.
- 22.6 The owner may waive any minor informity or non- conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 22.7 The owner will evaluate and compare the bids previously determined to be substantially responsive, pursuant to manner specified above, for each package separately .No bid will be considered if the complete requirements covered in the package is not included in the bid.

23.0 AWARD OF CONTRACT

- 23.1 Notification of award of contract will be made in writing to the successful bidder(s) by the owner.
- 23.2 The contract will be awarded to the best qualified and the substantially responsive bidder offering the lowest evaluated bid in conformity with requirements of these specifications and documents and the owner 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. 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. However, the owner may waive any minor formalities or irregularities in the bid.
- 23.3 Orders for supply of material and erection work contracts shall be placed separately on the successful bidders .

24.0 AMENDMENT IN SPECIFICATIONS

The Superintending Engineer(M&P), JVVNL, Jaipur may revise / amend the specification prior to the date notified for opening of the Bids. Such revision or amendment will make available on website of Jaipur Discom.

25.0 GENERAL:

- 25.1 Purchase of a copy of this specification by the bidder is essential for the consideration of his Bid. Only one Bid will be accepted against each copy of the specification purchased. This specification is not transferable. The cost of specification will not be refunded under any circumstances.
- 25.2 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 the NIGAM.
- 25.3 The NIGAM does 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.
- 25.4 The fact of submission of Bid to the NIGAM shall be deemed to constitute an agreement between the Bidder and NIGAM whereby such Bid shall remain open for acceptance by the NIGAM and Bidder shall not have option to withdraw his offer, impair or derogate the same. If the Bidder is notified during the period of validity of Bid that his Bid is accepted by the NIGAM, he shall be bound by the terms of agreement constituted by his Bid and such acceptance thereof by the NIGAM, until formal contract of the same Bid has been executed between him and the NIGAM in replacement of such agreement.
- The successful Bidder shall have to execute the contract agreement for the proper fulfillment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to JVVNL may be taken, if satisfactory clarification is not furnished within the prescribed period.
- JVVNL will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.

Telex, Telegraphic or Fax bids shall not be acceptable.

JVVNL reserves the right to:

- ❖ Amend the scope of the proposed contract.
- ❖ Reject or accept any bid.
- ❖ Cancel the bid process and reject all applications.
- ❖ Vary the area.

JVVNL 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.

JAIPUR VIDYUT VITRAN NIGAM LIMITED
SECTION – II

TERMS & CONDITIONS

The Terms and Conditions of the contract shall prevail and shall be binding on the Agency and any change or variation expressed or impressed howsoever made shall be in operative unless expressly sanctioned by the JVVNL. The Agency shall be deemed to have fully informed himself and to have specific knowledge of the provisions under terms and Conditions of this specification mentioned hereunder:

1. DEFINITION OF TERMS:

- 1.1 In constructing these general conditions and the annexed specification, the following words shall have the meaning here in assigned to them unless there is anything in the subject of context in consistent with such construction.
- 1.2 The “JVVNL” shall mean the JAIPUR VIDYUT VITRAN NIGAM LIMITED represented by Chairman/ Managing Director and shall include their legal personal representative, successors and assignees. The “Customer” or “Owner” or “Purchaser” shall mean “JVVNL”.
- 1.3 The “Tenderer” shall mean and include one or more persons or any firm or any company or body in corporate who has submitted the tender in response to “Invitation of Tender”.
- 1.4 The “Agency” shall mean the tenderer who’s tender has been accepted by the “JVVNL” and shall include the tenderer heirs, legal representative, successors and assignees approved by the purchaser.
- 1.5 The “Chairman & Managing Director” shall mean the Chairman & Managing Director, JVVNL, Jaipur.
- 1.6 The “Engineer” shall mean the Chief Engineer, Dy. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, JVVNL, Jaipur or other Engineer or Officer for the time being or from time to time duly authorized and appointed in writing by the customer to act as engineer or Inspector for the purpose of the contract. In case where no such engineer has been so appointed, the word “Engineer” shall mean the JVVNL or his duly authorized representative.
- 1.7 “Works” mean and include the work or works to be done by the contractor under the contract.
- 1.8 The “Contract” shall mean and include the following:
 - I. Invitation of tender.
 - II. Instructions to tenderers.
 - III. Tender form including schedule of prices
 - IV. Earnest Money Bond,
 - V. Letter of Intent and it’s acknowledgement,
 - VI. Security Deposit/Guarantee.

- VII. Formal Work order,
 - VIII. Guaranteed Test Performance and Penalty,
 - IX. General Conditions of Contract,
 - X. Special Instructions,
 - XI. Site Conditions,
 - XII. Specification, specific conditions, schedules and annexure.
 - XIII. Addenda that may hereafter be issued by the purchaser to the contractor in the form of letter and covering letters and schedule of prices as agreed between the contractor and the purchaser.
 - XIV. The agreements to be entered into under clause 13 of these General terms & Conditions.
- 1.9 The "Specification" shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.
 - 1.10 The Month shall mean, English calendar month i.e. period of 30 days and week shall mean a period of 7 days.
 - 1.11 The "Site" shall mean the place or places named in the contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.
 - 1.12 "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.
 - 1.13 The "Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.
 - 1.14 Formal work order shall mean the customer's letter which may be issued in the way of letter of intent containing detailed terms and conditions of the work and such other particulars which the customer may like to convey to the contractor pending execution of a formal written agreement.
 - 1.15 "Writing" shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
 - 1.16 The Work "Codes" shall mean 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. Chief Electrical Inspector of Rajasthan.
 - 1.17 Works importing "PERSON" shall include firms, Companies, Corporations and other bodies whether incorporated or not.
 - 1.18 Words importing the singular only shall also include the plural and vice version where the context requires.
 - 1.19 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).

2. **CONTRACT PERIOD:** The contract period shall be initially for the quantities of meter including all categories equivalent to one year target as per the metering code, however, renewable for such period and quantity as mutually agreed. The performance of the agency will be reviewed quarterly (**i.e. after completion of every three months**) at circle level. The contract for awarded work may be rescinded at any time if the performance regarding achievement of the objective and scope of works as illustrated under Section-III Part-2 of this specification is not found satisfactory [no compensation will be paid] or the agency breach any of the terms and conditions, or the agency will be advised for improvement.
3. **SECURITY DEPOSIT/GUARNTTEE:** A Security Deposit/Guarantee equivalent to 5% (five percent) of the contract value in cash or by crossed Bank Draft or by way of Bank Guarantee from any scheduled Bank in the prescribed proforma (Annexure-B of GCC) acceptable to the owner on a Rajasthan State Non judicial stamp paper of Rs. 100.00. Such Bank Guarantee should be valid for a minimum period of 24 months from the date of receipt of award .If required by the NIGAM, the validity of the Bank guarantee shall have to be further extended for such period as desired. The B.G. is to be furnished in whole Rupees with validity upto last day of required calendar month. Bank commission charges or any other charges, if any, shall be to the Contractor's account. "In case of invocation of Bank guarantee issuing Bank must authorize for entertaining the case at the sister branch located in Rajasthan". The Bank guarantee may be from any Nationalized/Scheduled Bank.

Unless otherwise specifically required to be retained/forfeited by the NIGAM, the Security deposit shall be refundable on request of the contractor after three months on completion of the entire work to the satisfaction of the NIGAM.

If the contractor fails or neglect to observe or perform any of his obligation under the contract, it will be lawful for the NIGAM to forfeit either in whole or in part at his absolute discretion, the Security deposit furnished by the contractor.

No interest shall be payable on such deposits.

If the contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the NIGAM shall be entitled to make other arrangements at the risk and expenses of the contractor and the Earnest money deposited by the Contractor shall stand forfeited by the NIGAM..

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

Engineer in writing in order that such doubt , misunderstanding, misconceptions, whatsoever could be allied.

5.0 CONTRACT DOCUMENTS AND AGREEMENTS

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

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

6.0 ASSIGNMENT AND SUB-LETTING OF CONTRACT

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

6.2 For components/equipments procured by the Contractors for the purposes of the Contract, after obtaining the written approval of the owner, the contractor's purchase specifications and enquiries shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plans called for from the vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the vendors quality control organization, the relevant reference documents/ standards used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendor shall be discussed and finalized in consultation with the engineer and shall form a part of the work order / contract between the contractor and the vendor. Within 3

weeks of the release of the same work order / contracts for such bought out terms/ components a copy of the same without price details but together with detailed specifications, quality plans and delivery conditions shall be furnished to the engineer by the contractor.

7. CHANGE OF QUANTITY

The quantities offered in this specification will depend upon no. of consumers who have made complaint for defect in his meter / AEN (O&M) concerned who wants to test consumer meter based on some information (A 30 report, fall in consumption, tampering information etc.) which will vary circle-wise.

8.0 DEDUCTION FROM CONTRACT PRICE

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

9.0 GRAFTS AND COMMISSIONS ETC.

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

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

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

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

- 12** **ELECTRICITY RULES AND REGISTRATION:** All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made there under applicable in the State of Rajasthan on the date of letter of intent with such special modification thereof as may be specially stipulated by competent State Authorities i.e. The Chief Electrical Inspector of Rajasthan.
Bidder (in case of consortium, the lead partner) should be registered as class-A electrical contractor in any state and/or in union territory of India. Adequate documentary evidence of the same shall have to be furnished.
However, for successful Bidder (in case of consortium, the lead partner), it shall be mandatory to get registered as class-A 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.
- 13** **SAFETY OF SYSTEM:** The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of meter books and other documents and records transferred to it and developed later. These documents and records shall be maintained in updated condition and handed over back to JVVNL in good working order on completion of the contract. Agency shall make well to JVVNL any loss suffered by it due to default of the agency in this respect.
- 14. INSURANCE:**
- 14.1 The agency at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect its interest and interest of the JVVNL against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the JVVNL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of contract shall be of agency alone. The agency's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the agency shall be in a joint name of the JVVNL and the agency. The agency shall, however, be authorized to deal directly with Insurance Company or companies and shall be responsible in regard to maintain of all insurance covers. Further the insurance should be in freely convertible currency.
- 14.2 The agency shall obtain accident liability insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during course of operation carried out by him for the purpose of complying with his contractual obligations thereof. It shall indemnify JVVNL against any claim from such employees or damage to property what- so- ever while these arise out of or in consequences of the execution of works, operation and all activities to be performed till the successful completion of contract shall be to the account of the agency. The agency shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer to title shall not in any way relieve the agency of the above responsibilities during the period of contract. The agency shall provide the JVVNL with copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted to the JVVNL immediately after such insurance coverage. The agency shall also inform the JVVNL in writing at least sixty (60) days in advance regarding the

- expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.
- 14.3 All costs on account of insurance liabilities covered under the contract will be on agency's account and will be included in contract price. However, the JVVNL may from time to time during the pending of the contract, ask the agency in writing to limit the insurance coverage, risks and in such cases, the parties to the contract will agree for a mutual settlement, for reduction in contract price to the extent of reduced premium amount. The agency, while arranging the insurance, shall ensure to obtain all discounts on premium, which may be available for higher volume or for reasons of financing arrangement of the project.
- 14.4 The Clause entitled 'Insurance' under this section covers the additional insurance requirements for the portion of the works to be performed at the site.
- 14.5 The agency shall take necessary insurance against loss, damage, fire, accidents and damages occasioned by the agency in the course of operation carried out by him for the purpose of complying with his contractual obligations thereof.
- 14.6 The insurance as per clause 14.1& 14.2 shall be in the joint names of the JVVNL and the agency so that the JVVNL and the agency are covered for the entire period of contract from the commencement of the contract and shall remain valid up to 30 days from the date of handing over all the works completed in all respects to the concerned Superintending Engineer (O&M).
- 14.7 It will be the responsibility of the agency to lodge, pursue and settle all claims (for all the equipment and materials including items provided by JVVNL) with the insurance company in case of any damage, loss, or fire and the JVVNL shall be kept informed about it. The losses, if any, will have to be borne by the agency if the claims are not lodged and pursued properly in time or if the insurance company does not settle the same.
- 14.8 The agency shall replace the lost/-damaged materials promptly irrespective of settlement of the claims by the underwriters and ensure the work progresses as per the agreed schedule(s).
- 14.9 The agency shall also ensure the following: -
- The insurance premium should be one time paid basis.
 - Deductible franchise should be minimum as per insurance rules. In case of any loss to the extent of deductible franchise, the same shall be borne by the agency.
 - The insurance should be valid from the date of start of work and shall remain valid up to 30 days from the date of handing over of the work to the concerned superintending Engineer (O&M).
 - Insurance policy shall be in joint name of Jaipur Vidyut Vitran Nigam Limited and agency.
 - The agency shall furnish computerized and stamped insurance policy. Insurance cover shall not be acceptable.
 - A copy of insurance policy shall invariably be furnished to the Superintending Engineer (M&P), Jaipur Vidyut Vitran Nigam Limited, Jaipur.
- 14.10 THIRD PARTY INSURANCE:** The agency shall if and so far as the contract provides indemnify the JVVNL against all losses and claims in respect of injury or damage to property what- so- ever while these arise out of or in consequences of the execution of works and against all claims proceedings, damages, costs, charges, expenses what- so- ever in respect of or in relation thereto. Accordingly the 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 JVVNL, or to any person including any employee of the JVVNL, by or arising.

14.11 REMEDY ON AGENCY'S FAILURE TO INSURANCE: If the Agency shall fail to effect and keep in force insurance referred to in clause 8.1 to 8.3 hereof or any other insurance which he may be required to effect under the terms of contract then the JVVNL may effect and keep in force any such insurance and pay such premium(s) as may be necessary for that purpose and from time to time deduct the amount so paid by the JVVNL as aforesaid from any money due or which may become due to the Agency or recover the same as debt from the Agency.

15. LIABILITY FOR ACCIDENTS AND DAMAGES:

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

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

15.3 The Agency will indemnify and save harmless the JVVNL against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the JVVNL or his employees) suffered prior to the date when the 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.

15.4 The agency shall insure against such liabilities with an insurer approved by the Engineer and shall continue such insurance, during the whole of the time that any person(s) are employed by him on the works and shall when required produce to the Superintending Engineer (M&P), Jaipur and concerned Superintending Engineer (O&M) such policy of insurance and the receipt for payment of the current premium

16. MAINTENANCE OF FACILITIES AND PERSONNEL:

FACILITY: The Agency shall maintain all requisite facilities of its own as required to carryout site testing and sealing of meters installed at the consumer premises including emergency testing as desired by JVVNL on priority within two days, validate, update and collect the related data of the consumers. Agency shall also submit the report along with the testing results taken at site of individual consumer.

The Agency shall provide and maintain a controlling office at respective O&M Circle Headquarter of JVVNL and a corporate office at a location mutually agreed with proper staff, which shall remain open at all reasonable hours to receive communications.

The agency shall also maintain communication equipments like telephone with fax, mobile phone, Internet etc. for interaction with JVVNL and others.

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

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

The personnel shall have experience as mentioned in Section III Part-2 of the bid.

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

Agency shall not change the office in charge / nodal officer, frequently.

The Agency shall furnish documents regarding the experience of the key personnel proposed to be employed by him. **JVVNL has right to verify the above at any time**

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

17. **NODAL OFFICER:** To interact between the field offices and agency, The Superintending Engineer (M&P) JVVNL, Jaipur will act as a Nodal Officer. Similarly, the agency shall communicate the name of the authorized person(s) for each circle that would act as a Nodal Officer(s) from his side.
18. **NOTIFICATION:** JVVNL shall complete formalities towards due notifications to all parties involved about the site testing and data collection of the consumer and meters at site and other relevant data from concerned circle Superintending Engineer (O&M) and the authority of the Agency to act on behalf of JVVNL.
19. **AGENCY'S RIGHTS:** The agency will be given rights to operate in the area during the agreement period. The agency will be given rights to operate in the area during the agreement period for carrying out the work of testing of single phase and Three Phase whole current Meters and sealing at site, which shall cease to exist on completion of the said period or on termination of the contract.

The Agency's rights in the area will be as an agent of JVVNL for site testing of the electromagnetic and electronic meter installed at the consumer premises.
20. **FALL BACK ARRANGMENT:** Provision shall be made in the agreement that in the event of failure of the Agency to fulfil its obligations, duties and responsibilities

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

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

21. **HANDING OVER ON TERMINATION**: The contract agreement shall require the parties to cooperate in handing back the facilities, records, and database and in good working order to JVVNL after termination of agreement. Upon termination of the agreement, the agency's authority to act in the area shall immediately cease.
22. **NON-ASSIGNMENT**: Neither party may assign nor transfer any of its rights and obligations under the Agreement to any person without the other party's consent.
23. **GOVERNING LAWS AND JURISDICTION**: The Indian Law shall govern the agreement. Only appropriate courts in Jaipur City shall have exclusive Court Jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.
24. **JURISDICTION FOR LEGAL PROCEEDINGS**: The contract shall be governed by the laws of India for the time being in force and be subject to the court of competent jurisdiction at JAIPUR CITY (RAJASTHAN) INDIA. All disputes, differences questions whatsoever arising between the JVVNL and the agency upon or in relation to or in connection with the contracts shall be deemed to have arisen at JAIPUR CITY only and no court other than court at Jaipur, Rajasthan shall have jurisdiction to entertain or try the same.
25. **SETTLEMENT OF DISPUTES**: In any time any question, dispute or difference what so ever which may arise between the JVVNL and the agency, the same shall be decided by the CMD, JVVNL, Jaipur or by the settlement committee constituted by him and shall be final and binding on both the parties.

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

- i) Reference fee for CE level settlement committee - Rs.300/-
 - ii) Reference fee for corporate level settlement committee-Rs.3000/-
 - iii) Fee for review of cases by corporate level settlement committee- Rs 5000/-
- The settlement committee fees as shown above or prevailing at that time shall be deposited in cash with the respective circle Accounts Officer (O&M), JVVNL and shall furnish receipt thereof with a request for referring their disputes to the settlement committee for decision.

26. **CONDUCT OF AGENCY'S STAFF:** If any of the Agency's employees shall in the opinion of JVVNL is guilty of any misconduct or incompetence or negligence, and then if so directed by JVVNL, the Agency shall at once remove such employee and replace him by a qualified and competent substitute.
27. **LIEN:** In case of any lien or claim pertaining to the work and responsibility of the agency for which JVVNL might become liable, it shall have right to recover such claim amount from the agency.
28. **TENDER FORMS AND ACCEPTANCE OF TENDER:** Each tenderer must prepare and submit his tender strictly according to the procedure laid down in the instructions to tenderer annexed herewith. The tenderer may if he deemed it essential submit in the envelope with his tender short and concise memorandum or any letter accompanying the tender as to form part of the tender. Any tenderer wishing to submit descriptive matter for consideration must enclose it in a separate envelope marked and addressed in the same manner as the tender with the addition of the word "descriptive matter".
The JVVNL is not bound to accept the lowest tender or any tender or assign any reason for the rejection of a tender. The JVVNL also reserves the right to either call for fresh tenders or to accept either the whole or a part of tender or to place orders for any increased or decreased quantity on the basis prices quoted.
29. **COMMENCEMENT OF WORK:** The agency should start the work within 60 days from the date of receipt of work order for calculation of penalties / work completion period this date shall be recorded.
30. **DELAY IN COMPLETION OF WORK:** In the event of 25% work of ordered quantity of particular circle is not completed within 3 months, on the balance quantity of meters, the JVVNL shall effect a penalty of HALF PERCENT (0.5%) per week or part thereof subject to a maximum of TEN PERCENT (10%) of delayed work amount, shall be recovered from the account of Agency.
31. **TERMS & MODE OF PAYMENT:** The agency fee shall be paid within 30 days from the date of receipt of invoices in the office of AO(O&M) as per the contractual formalities.
- (i) The agency shall furnish the monthly bills sub-division wise to the respective Assistant Engineer (O&M), who after verification the same will send the invoice/bill to the Superintending Engineer (O&M).
 - (ii) The Superintending Engineer (O&M) after countersigning such duly verified invoice/bill would send the same to the circle A.O. (O&M).
 - (iii) The circle A.O. (O&M) after receiving the verified and counter signed invoice/ bills from the Superintending Engineer (O&M), will arrange the payment accordingly.
 - (iv) The agency will be entitled to get payment as follows:
 - a. 95 % payment shall be made against verified and counter signed invoice and bill received as above.
 - b. Balance 5 % payment shall be released after 3 months of completion of contract and also ascertaining satisfactory performance of the contract.

32. **FORCE MAJURE:** If at any time during the continuation of contract, the performance in whole or in part is prevented or delayed by reasons of any war, hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, strike, lockouts or acts of God (Herein after referred to as events), then provide notice and adequate proof, is given within 21 days from the date of occurrence, therefore the provisions of delay may not be evoked by the JVVNL, provided further that the service under the contact shall be resumed., as soon as practicable after such event(s) has /have ceased to exist and the decisions of the Superintending Engineer [M&P] as to whether, the services have been so resumed or not, shall be final and conclusive.
33. **SUSPENSION OF WORKS:** The JVVNL shall not be liable to pay the contractor any compensation whatsoever arising from suspension or for idle labour.
34. **FAILURE TO EXECUTE THE CONTRACT:** Contractor failing to execute the order placed on them to the satisfaction of the JVVNL under terms and conditions set forth therein, will be liable to make good the loss sustained by the JVVNL, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of and forfeiture of security deposit.
35. **EFFECTING RECOVERIES:** Any loss, arising due to non-fulfilment of this contract or any other contract, will be recovered from the Security Deposit held and or any other amount due to the agency from the JVVNL from this Contract as well as from other contracts.
36. **ACCEPTANCE OF CONTRACT:**
The successful bidder will be forwarded three sets of letter of award, two of which will be signed (each page) by him/his authorized representative in token of his accepting the contract and returned to the authority placing the order within 15 days of its issue, failing which, his EMD is liable to be forfeited.
37. **INSPECTIONS AND TESTING:**
- 37.1 The Assistant Engineer (O&M) shall on giving two days notice in writing or over telephone to the agency setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any part of the testing and all or any workmanship connected with such work which in his opinion are not in accordance with the contract or are in his opinion defective with reasons. In case of any dispute/difference in this regard the decision of the concerned Superintending Engineer (O&M), JVVNL shall be final and binding.
- 37.2 The Assistant engineer (O&M) and his duly authorized representative (not below the rank of Junior Engineer) shall have right at any time during working hours, to inspect and examine the work of meter testing at site and for testing the selected samples (not less than 1%) from the meters already tested by the agency. The agency shall provide all requisite facilities for the above.

38. PRICE:

- 38.1 The Tenderers are requested to quote FIRM Price in Indian Rupees only.
- 38.2 The prices quoted should be Unit all inclusive price including service tax, insurance, registration charges for class- A electrical contractor, calibration charges of meter testing equipments etc in accordance with the format given at Section IV part II.
- 38.3 It is the responsibility of the tenderer to make sure about the correct rates of duty/tax if any Levi able on the work/service at the time of tendering. If the rates assumed by the Tenderers are less than the current rates prevailing at the time of tendering, the Nigam will not be responsible for the mistake.

JAIPUR VIDYUT VITRAN NIGAM LIMITED
SECTION-III -PART-1
GENERAL INFORMATION

1. WORK AS REQUIRED BY JVVNL

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

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

1.2 CIRCLE WISE CONSUMERS:: Circle wise number of consumers of different categories in **13 Circles** of JVVNL

Sr No	Circle	Total No. Of Consumers(approx.)	No of Meters to be tested	
			Single Phase	Three Phase
1	ALWAR	432151	Depend upon consumer complaint/reported defective in A-30 report /departmental requirement.	
2	BHARATPUR	213595		
3	DHOLPUR	53340		
4	JCC	653720		
5	JPDC	423693		
6	DAUSA	149124		
7	KARAULI	102777		
8	KOTA	267913		
9	BUNDI	125193		
10	SWM	138426		
11	TONK	154138		
12	JHALAWAR	157609		
13	BARAN	127791		
	TOTAL	2999470		

- 1.3 The above work under contract is to be carried out during contract period of **one year** to be started from the actual commencement of work in the circle. Above work shall be distributed by the respective circle Superintending Engineer (O&M) for each month as given below:
The testing of consumer meters at site will be limited to the following cases:-
- The cases for which any secret information has been reported.
 - On report of JEN or meter reader i.e. **A-30** Report.
 - On consumer demand.
- 1.4 The agency shall collect category wise and binder no. detail to be tested in that month from concerned circle before seven days of start of that month
2. **GENERAL:** Above are some of the basic features. For more details, the prospective bidders may contact to The Superintending Engineer (O&M) of the area. The agency is expected to generally follow the existing practice so that there is no difficulty in taking over the system back by JVVNL on completion of the contract.

JAIPUR VIDYUT VITRAN NIGAM LIMITED

SECTION : III(Part-2) TECHNICAL SPECIFICATION

1. **INTRODUCTION:** This section describes the objective and scope of work, which the Agency [or the consortium to be formed] is to develop, operate and maintain the proposed efficient Management System for testing and sealing of consumer meters at site in JAIPUR DISCOM.
2. **OBJECTIVES:** The objective is to develop consumer -Discom relationship by introducing an effective system for testing and sealing of consumer meters at site in JAIPUR DISCOM on demand testing as desired by JVVNL/ Consumer on priority within three days of following categories:-
 - a. Domestic Service (DS) (upto 18.65 KW only).
 - b. Non-Domestic Service (NDS) (upto 18.65 KW only)
 - c. Small Industrial Service (SIP)(upto 15 HP only)
 - d. Bulk Supply Mixed Load (ML)(upto 18.65 KW only).
 - e. Agriculture Service -Metered Supply (AG-METERED).

Verification/validation of consumer database & maintenance of database regularly include data collection regarding consumer details, meter details, installation status of service line and meter including meter's seals and other relevant data, Verification of correctness of wiring connection, testing the accuracy of meters.

3. **SCOPE OF WORK OF AGENCY:**

- A Testing/checking and sealing of Single Phase and Three Phase Electro-Mechanical and Electronic Meters at site as desired by JVVNL, installed at consumers premises of Domestic Service (DS)(upto 18.65 KW), Non-Domestic Service (NDS)(upto 18.65 KW), Small Industrial Service (SIP), upto 15 hp sanctioned load, Bulk Supply Mixed Load (ML)(upto 18.65 KW only)Agriculture Service -Metered Supply (AG-METERED).
The testing of consumer meters at site will be limited to the following cases:-
 - The cases for which any secret information has been reported.
 - On consumer demand.
 - **On report of JEN or meter reader i.e. A-30 Report.**
- B Generation of test results including electrical parameters at site and preparation of output reports to enable supervision and monitoring of status and performance of the meters installed at consumers premises as per Clause 6 of this part. Consumer database shall be digitized into an electronic file. The file shall have the facility for editing and updating for future expansions and modifications.
- C. The vendor shall have a control office at each circle head quarter and one corporate office at Jaipur. All these office shall have an exclusive land line telephone to attend the JVVNL calls for intimating the name & address of consumers who asks to check their meter on request. These offices will remain open during all working

hours. The vendor shall intimate the telephone number to JVVNL to communicate all information.

- D. The meter is to be tested at consumers running load, consumers maximum load and with minimum 1KW heater load. The performance of meter will be recorded at these different loads. The copy of meter testing reports to be furnished to concerned AEN(O&M) will be authenticated by printed test results obtained from meter testing equipments.
- E. The inspection report to be filled-in at consumer premises shall have printed book no. & serial no. with logo of JVVNL & the agency. For the duplicate copy double sided carbon will be used by the agency. One copy of inspection report is to be handed over to consumer with printed meter testing results at site.
- F. The agency will retrieve complete meter data of defective single phase and three phase meters through HHT (if possible), which are lying in various subdivision stores. The HHT will be provided by the NIGAM.**

- 3.1 METER TESTING AT SITE:** To carry out testing/checking and sealing of Meters at site, installed at consumers premises and down loading of all other data i.e. Consumer identification (Consumer Account Number), Serial Number and Meter constant of Meter Under Test and Number of revolutions/pulses for which accuracy test is being carried out through portable meter testing equipment with printed meter testing results at site.

At present different make of Single Phase and Three Phase Electro-Mechanical and Electronic Meters are installed at consumers' premises. The testing equipment so used shall be capable of measuring the accuracy of the each make of meter under test.

Following data shall be collected in respect of each consumer to verify/validate and update Consumer database.

METER DETAILS:

- a) Meter serial number
- b) Make of meter
- c) Meter constant
- d) Type (electronic/ electro-mechanical and Single Phase / Three Phase),

During testing the following parameters shall be checked and reported in the inspection report:

A. Status of Service Lines :

- (i) Armoured / Un Armoured cable.
- (ii) Over Head / Under Ground
- (iii) Physical Status of cables and any joints / Cuts in Service Lines.
- (iv) Whether Cable is directly terminating to main side of meter
- (v) Whether any switch or cut out is provided before entry to main side of meter box.

B. Status of Meter Box:

- (i) Whether meter is easily readable.
- (ii) Whether Meter box is provided or not.
- (iii) IF provided : physical Condition of Box.
- (iv) Seals provided or not .
- (v) Details of seals on meter box
- (vi) Whether Seals provided intact or tampered / broken / damaged.
- (vii) Whether Meter Box(With Meter) installed inside room or out side (so that meter can be read even in absence of consumer)

C. Status of Meter

- (i) Meter body seals Terminal cover seals / stickers provided or not. If provided intact or not.
- (ii) Whether meter is broken / damaged / burnt.
- (iii) Status of Electro Mechanical counter / LCD display: Whether operational / functioning or not on different loads.

D. Meter display parameters

- E. In order to minimize human errors in capturing above data from site, the agency shall use HHUs for capturing the data (if possible). The HHU shall have provision to enable the survey team to select predefined attributes in the HHU for majority of the parameters defined above. This would enable accuracy and quality of data captured.
- F. Design and approve the standard format (for HHU) for capturing installation audit, testing and sealing data with respect to each consumer. Here in after the standard format shall be referred to as "Test Report". The agency is required to prepare three copies of " Test Report" as per Annexure-I duly signed by team in charge and will get the signature of the consumer or its representative and then deliver one copy to the consumer at site, second copy to the concerned Assistant Engineer (O&M) within 2 days for his record & third copy for agency's record.

Under this contract the agency has to carry out the following work/action at site as below.

- I. At consumer's premises, the site officer of the agency will produce his as well as his team members' identification card to the consumer or its representative.
- II. The site officer then will ask the consumer or its representative for the latest electricity bill for verification of consumer details.
- III. The team of the agency will physically inspect the installation status of consumer's service line i.e. whether overhead/underground, details of seals provided on meter or meter box and its condition and will record the findings in test report.
- IV. The team of the agency shall check the forwardness/Blinking of the meter under test on each phase on heater load (minimum1 KW) and display parameters.
- V. After completing the above the agency will proceed for testing of meter for its accuracy on running and maximum load provided by the consumer.
- VI. The testing shall be done through sub-standard reference meter having class of accuracy of at least 0.5 class or better. The test results of meter shall be stored in the reference meter and at the end of day prints of all

- testing results shall be taken and furnished along-with the site inspection report to the concerned Sub division/consumer.
- VII. The agency will prepare the test report as per Annex- I in three copies duly signed by team in charge and will get the signature of the consumer or its representative and then deliver one copy to the consumer at site. The agency shall also furnish second copy to the concerned Assistant Engineer (O&M) within 2 days for his record & third copy for agency's record.
 - VIII. In case the agency detects any abnormality cover under "Terms & conditions of Supply" regarding Malpractice, Improper, Unauthorized or Un- fair Consumption, Abstraction, Use or Drawl of Energy the agency shall inform the concerned Executive Engineer/ Assistant Engineer /Junior Engineer (O&M/VIG) for preparing Joint Report as per norms before leaving the site.
 - IX. For on demand testing of meter as desired by consumer, the agency has to carry out the testing within three days and the agency will clearly indicate on test report as per Annexure - I " ON CONSUMER DEMAND TESTING ". The intimation for on demand testing will be communicated to agency over telephone.
 - X. For the meters found Defective/ Stop/ Burnt or Error beyond the class of accuracy of the meter, a separate database is to be created as per Annexure-II & III and submitted to the concerned Assistant Engineer (O&M) within three days.
 - XI. Cases like premises found locked or meter not accessible for testing or meter could not tested due to consumer intervention shall be brought to the notice separately to the concerned Assistant Engineer (O&M).
 - XII. The agency shall ensure about the accuracy of data related to tested meter.
 - XIII. Since the meter testing is a manual process and depends on the quality of men employed, the meter tester should be trained and qualified enough to operate/handle such equipments.
 - XIV. There are so many push-fit types of meters are installed in JVVNL . For testing of such meters the voltage input to the reference sub standard meters shall be taken from the load side CUT-OUT/ MCCB/ SWITCH/ SOCKET . In any case no cable cut shall be allowed.
 - XV. The agency shall ensure proper sealing of metering system after completion of testing. The agency shall further manage both old & new seals till the completion of contract. Once the contract is over, the same details shall be handed over to JVVNL in soft copies.

4. TECHNICAL DETAILS OF METER TESTING EQUIPMENT:

- 4.1 The agency shall have a portable testing equipment (Sub- Standard Reference Meter) of suitable rating having class of accuracy 0.5 or better to test Single Phase and Three Phase Electro-Mechanical and Electronic meters at site, installed at consumers premises of Domestic Service (DS), Non-Domestic Service (NDS), Small Industrial Service (SIP), Bulk Supply Mixed Load (ML) having load 18.65 KW or below, Agriculture Service -Metered Supply (AG-METERED).
- 4.2 The testing equipment (Sub- Standard Reference Meter) should be capable of measuring the accuracy of the meter under test after entering the meter constant

and number of pulses/revolution. After sensing the same number of pulses/revolution of the meter under test by the optical scanner. The meter testing equipment should directly display the percentage error of the meter under test.

- 4.3 The testing equipment (Sub- Standard Reference Meter) shall have an accuracy class of 0.5 or higher class of accuracy in the clamp on mode so that testing can be carried out on consumer load (Running & Maximum available) at site without disconnecting the consumer supply.
- 4.4 The testing equipment (Sub- Standard Reference Meter) should be capable of displaying the following parameters at the time of testing.
- Per Phase Voltage
 - Per Phase Current
 - Power factor (Lag/Lead)
 - Load in KW
 - Energy measurement during the test period.
 - Percentage error of the meter under test (slow/fast).
- 4.5 The testing equipment shall have the facility to input/enter the following information.
- Consumer Account Number for minimum Eight alphanumeric character
 - Meter Serial Number for minimum Eight alphanumeric character
 - Meter Constant in revolution or pulses per KWh for minimum 5 digits.
- 4.6 The testing equipment shall have Non-Volatile Memory (NVM). The NVM shall be capable to store minimum 100 (One Hundred) test results with the following parameters logged in along with the test results.
- Consumer identification (Consumer Account Number)
 - Serial Number of Meter Under Test
 - Meter constant of Meter Under Test
 - Number of revolutions/pulses for which accuracy test is being carried out.
 - Per Phase voltages
 - Per Phase currents
 - power factor (Lag/Lead)
 - Load in KW
 - Energy measurement during the test period.
 - Percentage error of the meter under test (slow/fast).

The testing equipment shall store the test result on first in first out (FIFO) basis.

- 4.7 The test results as obtained and recorded in the Non-Volatile Memory (NVM) of the Meter Testing Equipment shall be provided to the JVVNL in hard copy and in the form of the CD. The same shall be provided for all meters tested at site for verification of the work done. In the event of the premises locked/meter not accessible/consumer intervention the same shall be brought to the notice separately and the same shall not be considered in the quantity of meters tested.
- 4.8 The agency shall also furnish the latest calibration certificate (not older than one year from the date of order) of the instruments/ equipment used for testing of the meters at site as covered in the work order, from any NABL Accredited Lab having valid accreditation for the calibration of those instruments/ equipments. The agency shall also get calibrated the testing instruments/ equipments (after completion of

one year of previous calibration) from any NABL Accredited Lab having valid accreditation for the calibration of those instruments/ equipments and shall also furnish the calibration certificate. The calibration certificate should not in any case, be older than one year at the time of presenting the same to the Inspecting Officer. In case however, the agency fails to comply with the conditions as aforesaid, a certificate in writing of the inspector/representative of the JVVNL that the agency has failed to provide the facilities shall be conclusive.

- 4.9 The JVVNL also reserves the right to get tested the testing instruments/equipment used for the testing of the meters at site as covered in the work order, in any Recognized Government Lab/ NABL Accredited Lab and claiming any compensation or rejecting the instrument/equipment, if not found in accordance with the specification. All charges consequent to such rejection and rectification shall be borne by the supplier.

5. SEALING ARRANGEMENT:-After testing/ checking , Meter Terminal cover and/ or Meter Box shall be sealed by the agency with the following: -

- **POLY CARBONATE SEALS:** -Poly carbonate seals as per the specification of JVVNL (The specification of seals shall be provided to successful bidder) is to be supplied and provided by the agency after approval from Superintending Engineer (M&P)JVVNL, Jaipur. This seal to be used to seal the terminal cover and meter box.
- **PAPER STICKER:-** Besides one PC seal one paper sticker seal shall also be used to seal the meter box.
- The polycarbonate and paper sticker seal shall have monogram of the agency as well as of JVVNL.
- JVVNL reserves the right to ask the agency to provide the seals in addition of above sealing arrangements, which then will be supplied by the JVVNL..

6. OUT PUT REPORTS:

A. Sub-Division wise detailed output reports:

Part-1

S N	Detail of Report	Annex No.	Frequency of reporting
1	Inspection Report/ testing with meter test results	I	To consumer-at site To AEN (O&M)-2 days
2	Status of defective meters.	II	To AEN (O&M)-3 days
3	Consumer Data Base	III	To AEN (O&M) Monthly by 7 th in next month

The meter is to be tested at consumers running load, consumers maximum load and with minimum 1KW heater load. The performance of meter will be recorded at these different loads. The copy of meter testing reports to be furnished to concerned AEN(O&M) will be authenticated by printed test results obtained from meter testing equipments. The bidder may note that there is push fit type of meter installed at some of the consumer. Such meter have no provision of resealing i.e.

the seals can't be broken. The vendor shall have appropriate arrangement to test such type of meters.

Agency shall furnish one hard copy and one soft copy of meter test results and electrical parameters as recorded in the Non-Volatile Memory (NVM) of the Meter Testing Equipment at site to the concerned AEN (O&M).

Agency shall also furnish one hard copy and one soft copy of above output report to concerned Circle SE (O&M) and XEN (O&M) monthly by 7th in next month.

The inspection report to be filled-in at consumer premises shall have printed book no. & serial no. with logo of JVVNL & the agency. For the duplicate copy double sided carbon will be used by the agency.

B. Circle Summary reports (On Division & Sub. Div. basis for each circle):

Part-2

S N	Detail of Report	Annex No.	Frequency of reporting*
1	Status of category wise testing of meters (S/D& DIV. Basis)	IV	Monthly by 7 th in next month
2	Status of category wise testing of meters (Circle. Basis)	V	Monthly by 7 th in next month

* Agency shall furnish above output reports of each circle by 7th in the **next month**.

Agency shall also furnish the above output reports to the following officers.

- (i) One hard copy and one soft copy to concerned Circle SE (O&M).
- (ii) One hard copy and one soft copy to concerned XEN (O&M) and AEN (O&M).
- (iii) One hard and one soft copy of summary to the concerned CEs, JVVNL, Jaipur for all assigned circles
- (iv) One hard and one soft copy of summary to **SE(M&P)** for all assigned circles.

The formats of aforesaid output reports appended at Annexure I to V however JVVNL reserves the right to modify / alter the same or may ask the Agency to furnish the additional reports at any time during the contract period based upon the input data.

7 BASIC REQUIREMENTS FOR BIDDERS:

The bidder must possess the following minimum qualification requirement to participate in the bid.

The bidder should:

- ✓ Have NABL Accreditation Certificate in the field of electrical testing for energy meters at site.

- ✓ Have Annual turnover of not less than Rs. 3 (Three) Crores in any one year of last three financial years with the aggregate turnover of minimum Rs. 8 (Eight) Crores in the last three financial years. Certified balance sheet for the same has to be attached.
- ✓ Have executed / under execution of work for testing of meters at site installed in consumers' premises for one or more power utility involving the testing of at least 5000 meters at site during last three financial years.
- ✓ Be accredited by any Indian Power utility/ Electricity Regulatory commission for carrying out Third Party Meter Testing.
- ✓ Posses ISO 9001:2000(Lead Member in case of Consortium).
- ✓ Bidder should not be a meter manufacturer even in case of consortium; no member should be meter manufacturer.
- ✓ Possesses class "A" Electrical license issued by Electrical Inspectorate of any state Govt. or Central Govt. of India and is a qualified contractor who regularly undertakes such projects and has adequate technical knowledge and practical experience. However, for successful Bidder, it shall be mandatory to get registered at its own as class-A electrical contractor in State of Rajasthan before commencing the work.
- ✓ Have the required hardware / software tools for carrying out the service. Bidder shall give a brief write-up on the facility and the quantity of testing equipments i.e. Hardware tools, available with them. The bidder shall submit the list of such equipments to be used along with the bid.
- ✓ As a part of technical evaluation, the bidder shall be required to demonstrate the testing of single phase & three phase meters at site and the bidder may be called upon to demonstrate the methodology to Technical Evaluation Committee.
- ✓ Bidder who have the technology to transfer the meter testing data through web to centralized data server from testing site, may be given preference.

The bidder shall provide necessary evidences in support of above requirements like copies of purchase order, performance certificate from their customer etc.

In support of the Execution of works stated above at item No. above, the bidder is required to furnish a list of specified works executed during last three financial years i.e. year 2009-10, 2010-11 & 2011-12 in the prescribed format given at Schedule -6(B),duly supported by the following documents duly attested in respect of each work executed:-

- (i) Detailed work /Purchase order(s).
- (ii) 'G' schedule indicating various activities of works to be done with prices.
- (iii) Satisfactorily work completion certificate issued by concerned officer not below the rank of Executive Engineer in case of Govt. orders and of purchaser/owner in case of private orders.

8. **CONSORTIUM / JOINT Venture:** Bidder may form the consortium (Not with Meter Manufacturer.).
(The consortium & Joint Venture is similar word for the purpose of this bid)

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

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

- (i) The bid, and in case of a successful bid the "Form of Agreement, shall be signed by all the partners so as to be legally binding on all the partners;
- (ii) One of the partners shall be nominated as being partner in charge (lead partner) and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- (iii) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partner of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge (lead partner).
- (iv) EMD, Security deposit and performance guarantee of a joint venture must be in the name of the joint venture submitting the bid;
- (v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under (ii) above as well as in the form of bid and the form of agreement (in the case of a successful bid);
- (vi) In the event of any default by any partner/partners of Joint Venture, the other partner/partners shall accept the liability and execute the contract in full.
- (vii) Responsibilities in respect of execution of tendered work by the partner in charge (lead partner) as well as of each Joint Venture partner shall be clearly indicated in the JV agreement.
- (viii) The Joint Venture agreement shall not be cancelled or amended unilaterally without consent of the purchaser and a statement to this effect should appear in the JV agreement.
- (ix) Original JV agreement entered into by the Joint Venture partners and registered at Jaipur shall be submitted with the bid; alternatively a letter of intent to execute a JV agreement in the event of a successful bid shall be signed by all partners and submitted with the bid together with a copy of proposed agreement. The JV agreement shall be required to be registered as per law in force of Rajasthan-India before signing of contract in all cases.
- (x) The partner in charge (lead partner) should be responsible for execution of the total requirement. The other partners are also responsible for execution of total requirement. In order for a Joint Venture or consortium to qualify, all partners (combination) must meet the qualification in full as per clause-7 & 8. Failure to comply with this requirement will result in rejection of the joint venture's bid.
- (xi) A firm can submit only one bid in the same bidding process, either individually as a bidder or as a partner of a Joint Venture. A bidder who submits or participates in more than one bid will cause all the bids in which the bidder has participated to be disqualified.
- (xii) Bids from agents are not acceptable in the case of Joint Venture and such bids will be treated as non-responsive.

(xiii) The Joint Venture should furnish the relevant information and documents as specified under clause-7&8 above and should satisfy the various requirements stated in other clauses also.

9. **QUALIFICATION CRITERIA:** Qualification will be assessed upon meeting all the minimum criteria regarding the applicant's general and particular experience, personnel capabilities, infrastructure availability financial position, system proposed, methodology and plans to be adopted as detailed in the Bidder's response to Section IV Part 1. These qualifications possessed by the collaborators or associates of the Bidder are also acceptable, provided an agreement between the Bidder and such collaborator or associate exists or entered into.

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

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

- 10 **PERSONNEL CAPABILITIES:** The agency shall ensure that employed personnel are trained and experienced for execution of the contract, so that all activities are carried out in a highly professional and sound managerial manner. As such as possible the agency shall not change the office in charge / nodal officer, frequently. The bidder shall furnish documents regarding the qualification of the key personnel proposed to be employed by him.

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

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

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

11. **INFRASTRUCTURE AVAILABILITY:** The bidder should confirm that he will own or have assured access to (through hire, lease, purchase agreement or other measurements) sufficient number of equipments of adequate technology for smooth & speedy execution of all activities of the proposed work. The bidder should spell out the infrastructure facilities he shall provide for the proposed job. The vendor shall have a control office at each circle head quarter and one corporate office at Jaipur. All these office shall have a exclusive land line telephone to attend the JVVNL calls for intimating the name & address of consumers who asks to check their meter on request. These offices will remain open during all working hours.

The agency will submit a monthly schedule for total assigned work indicating number of teams and testing equipments circle wise.

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

13. JVVNL's SCOPE:

To make available the existing consumers database and details of meters installed.

14. STANDARDS OF PERFORMANCE: The agency shall manage the system in an efficient manner according to the highest standards. The standards of performance, particularly for the following parameters shall be worked out by the Agency:

- Verification/validation and updating of consumers database & maintenance of database regularly including related data
- Proportion of satisfactory testing of meters out of total targeted meters installed at site.
- Proportion of satisfactory and in time emergency testing of meters on request of JVVNL out of total such emergency testing at site.
- Generation of test results at site and preparation of output reports to enable supervision and monitoring of status and performance of the meters installed at consumers premises.

15. RECORDS MAINTENANCE: The agency shall maintain such records as are required for the purpose of verification of the same, if required, for a period six months after the completion of the contract.**16 MONITORING:** The Agency shall submit the out put reports as per clause 6A and 6B of Section-III Part-2.

Permit JVVNL access to meter testing records and the related documents.

Make available its management at all reasonable times to discuss with JVVNL the operations of the agreements and related matters.

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

QUALIFICATION DETAILS

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

SUB: OFFER FOR ENGAGEMENT OF AGENCY FOR TESTING AND SEALING OF SINGLE PHASE AND THREE PHASE ELECTROMECHANICAL AND ELECTRONIC METERS AT SITE, DATA COLLECTION, GENERATION OF TEST RESULTS AND RELATED INFORMATION FOR JVVNL AGAINST YOUR TN:M&P-4.

Dear Sir,

We have procured the bid documents for subject cited work against your TN:M&P-4. We are submitting our proposals in duplicate each with complete set of enclosures. The details asked for are being furnished in accordance with the following:

GENERAL PROFILE OF THE BIDDER

1.	NAME & COMMUNICATION DETAILS
A	Full legal name of the firm.
B	Year of establishment
C	Registered Office Address.
D	Address for Correspondence.
E	Telegraphic Address.
F	Telephone No.
G	E-Mail Address.
H	Fax Number.
I	Authorized person (s) to be contacted.
J	Names and Addresses of the Proprietors/ Partners/Consortium Members.
K	Type of the firm Private limited/Public limited/Government sector
L	Whether registered under companies act or any other act
M	Registration No & Date
2	ORGANIZATIONAL CAPABILITIES
A	Field organization and resources for the proposed job
B	Personnel capabilities (name, qualification, experiences, association with firm and competence of the key personnel's /professionals staff to be deployed for the assignment
C	Details of infrastructure to be deployed (attached separate sheet)

D	Details of the consultants if employed for the proposed job
3	COLLABORATION DETAILS:
A	Details of collaboration or consortium arrangement envisaged, if any, with a copy of agreement.
B	Name & address of Collaborators, Licensers or Consortium or consortium Member
C	Period of collaboration envisaged
D	Details of involvement and responsibility of Collaborator or consortium member
4.	FINANCIAL DETAILS:
A	Enclose copies of Audited Balance Sheet and Profit and loss accounts for the past three years.
5.	EXPERIENCE
A	Give detailed write-up on experience in testing, sealing of Single Phase and Three Phase Electro-Mechanical and Electronic Meters at site, installed at consumer's premises. Verification/validation and updating of consumer database & maintenance of database regularly including related data collection. Generation of test results and relevant information. .
A.1	Mention size and type of the consumer network
A.2	Indicate the number of different type of consumers of Domestic Service (DS), Non-Domestic Service (NDS), Small Industrial Service (SIP), Bulk Supply Mixed Load (ML), Agriculture Service -Metered Supply (AG-METERED) and other.
B	Enclose copies of order so executed/orders in hand
6.	METHODOLOGY
A	A write-up on the methodology to be adopted for the proposed work
B	List of meter testing equipments and other instruments along with technical specification to be deployed for the proposed work
C	Number and qualification of the personnel's to be deployed for the proposed work
D	Details of generation of various out put reports to be furnished to JVVNL on regular interval.
7.	GUARANTEED PERFORMANCE
A	Verification/validation and updating of consumer database & maintenance of database regularly including related data
B	Proportion of satisfactory testing of meters out of total targeted meters installed at site.
C	Proportion of satisfactory and in time emergency testing of meters on request of JVVNL out of total such emergency testing at site.
D	Generation of test results at site and preparation of output reports to enable supervision and monitoring of status and performance of the meters installed at consumers premises.
8.	OTHER DETAILS

A.1	Whether application has been made to any other state/undertaking for similar venture
A.2	If yes, Name and details of the venture. Total Resources involved, Mode of raising finance Current status of the venture
B	Any other information bidder may like to highlight
C	Details of the Inputs desired from JVVNL
9	VALIDITY
	120 Days from date of opening of bid

1. We hereby certify that the quoted/agreed prices are inclusive all taxes with service tax, breakup of taxes are given in financial offer. Any statutory variation in the taxes /duties/ levies during contracted completion period shall be to Nigam's account.
2. It is noted that the quantities as mentioned in the specification are tentative and we agree to execute any quantity of work as per your requirement.
3. We have noted the standard terms of payment and undertake to abide by be same.
4. We also note that conditional offers are likely to be rejected.
5. We confirm that we agree to adhere to all the commercial terms & conditions as well as the technical stipulation of your specification and there is no deviation. Such acceptance has also been confirmed in prescribed schedule 3 & 4 enclosed herewith.
6. We confirm that we are qualified for bidding in terms of Qualification Requirements specified in the bidding documents and have submitted the requisite qualification Certificate & datas/ documents with the bid.
7. Until a formal contract is prepared and executed, this together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest or any bid you may receive.

We also understand that the JVVNL reserves the right to reject any or all of the bids without assigning any reason thereof. We agree to abide by all the conditions governing the bids and decisions of the JVVNL.

Encl: As above

Thanking you,

Yours faithfully,

Name: _____

[Authorized Signatory]

JAIPUR VIDYUT VITRAN NIGAM LIMITED
SECTION – IV -PART – 2
FINANCIAL OFFER

To:
The Superintending Engineer (M&P)
Jaipur Vidyut Vitran Nigam Limited,
Chambal Power House Premises,
Hawa Sarak, Near Sodala,
JAIPUR: 302019

SUB: OFFER FOR ENGAGEMENT OF AGENCY FOR TESTING AND SEALING OF SINGLE PHASE AND THREE PHASE ELECTROMECHANICAL AND ELECTRONIC METERS AT SITE, DATA COLLECTION, GENERATION OF TEST RESULTS AND RELATED INFORMATION FOR JVVNL AGAINST YOUR TN-M&P-4

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

A. For testing and sealing of consumer meters at site.

S.No	NAME OF CIRCLE	Price quoted per meter IN RS.			
		SP		PP	
		Urban	Rural	Urban	Rural
1	ALWAR				
2	BHARATPUR				
3	DHOLPUR				
4	JCC				
5	JPDC				
6	DAUSA				
7	KARALI				
8	KOTA				
9	BUNDI				
10	S.MADHOPUR				
11	TONK				
12	JHALAWAR				
13	BARAN				
	TOTAL				

B. For retrieval of complete meter data of defective single phase and three phase meters through HHT.

Price quoted for retrieval of complete meter data per meter (In Rs.)	
--	--

THE ABOVE RATES ARE INCLUSIVE ALL TAXES AND DUTIES (Breakup of the taxes is included).

Name _____
 Authorized signatory.

SCHEDULE :1SCHEDULE OF DEVIATIONS

TECHNICAL DEVIATIONS

S. N.	JVVNL'S SPECIFICATION SECTION NO.	REFERENCE CLAUSE NO.	DEVIATION SOUGHT BY THE BIDDER
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

COMMERCIAL DEVIATIONS

S. N.	JVVNL'S SPECIFICATION SECTION NO.	REFERENCE CLAUSE NO.	DEVIATION SOUGHT BY THE BIDDER
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

SCHEDULE-2

Commercial Terms & Conditions

Bidder's Name & Address: To

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

Dear Sirs,

Sub : Confirmation for “No Deviation” in Commercial terms & conditions of package No. JPD/SE/M&P/ TN-M&P-4

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

Date : (Signature).....
Place : (Name).....
(Designation).....
(Common Seal).....

SCHEDULE-3**Technical Terms & Conditions**

Bidder's Name & Address : To

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

Dear Sirs,

Sub : Confirmation for “No Deviation” in Technical terms & conditions of package No. JPD/SE/M&P/ TN-M&P-4

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

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

Date : (Signature)

Place : (Name)
 (Designation)
 (Common Seal).....

SCHEDULE-4**Qualification Requirements Details**

Bidder's Name & Address : To,
 The Superintending Engineer (M&P),
Jaipur Vidyut Vitran Nigam Limited,
Chambal Power House Premises,
Hawa Sarak, Near Sodala,
 Jaipur – 302019

Dear Sirs,

We hereby declare that we are qualified for bidding in reference to “Qualification Requirements” of the bidding documents and submit the following certificate(s) /documents in support of the above :-

- 1.
- 2.
- 3.

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

Date:

(Signature).....

Place :

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

SCHEDULE-5**List of Past Experience**

Bidder's Name & Address : To,
 The Superintending Engineer (M&P),
Jaipur Vidyut Vitran Nigam Limited,
Chambal Power House Premises,
Hawa Sarak, Near Sodala,
 Jaipur – 302019

Dear Sirs,

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

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

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

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

Date:

Place : (Signature).....
 (Name).....
 (Designation).....
 (Common Seal).....

SCHEDULE-6

List of Equipments and Technical Hands

Bidder's Name & Address : To,
The Superintending Engineer (M&P),
Jaipur Vidyut Vitran Nigam Limited,
Chambal Power House Premises,
Hawa Sarak, Near Sodala,
Jaipur – 302019

Dear Sirs,

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

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

Date:

(Signature).....

Place :

(Name).....

(Designation).....

(Common Seal).....

Schedule-4(B)

Qualification Requirements Details: works executed during last three years i.e. 2009-10, 2010-11 & 2011-12 against orders prior to date 1.4.2009 and period 1.4.2009 to 31.3.2012

SNo.	Description of work	Work order		Stipulated completion period	Date of commencement	Date of completion	Work actually executed as per completion certificate (Amt.in Rs. Lacs)			Remarks
		No.& Date	Amount (Rs.in lacs)				Prior to 1.4.2009	During 1.4.2009 to 31.3.12	After 31.3.12/ balance	
1	2	3	4	5	6	7	8	9	10	11
	Total:									

Note:

- (1) Copy of each work order, G-schedule & completion report be enclosed.
- (2) Completion report must be certified by an technical officer only, not below the rank of Executive Engineer and should also be duly attested by Notary Public.
- (3) Furnishing of the completion report of each of work executed specially indicating the amount Thereof is essential as the qualification of the bidder shall be determined on this basis. The work experience shall not be counted on account of non furnishing of such documents.

Date: _____

Place: _____

Name _____

Signature _____

Designation _____

Common Seal _____

ANNEXURE I.**Inspection Report for Checking/ Testing of DS/ NDS/SIP/ ML/AG(metered)
Connection**

Page No.

Book No.

Name of Consumer & Address-----

1. A/c No./ Service No. -----

2. Category -----

3. S. Load /Connected Load-----

4. Name of O&M Sub-Div/Div/Circle-----

5. Reason of Testing consumer complaint / department requirement

6. Status of Service Line : Armored / un armored OH/UG

7. Whether Any Joint in Service Line
(on main side from pole to meter terminal)

Yes/ No

8. Meter box Provided

Yes/ No

9. Meter Terminal Cover Provided

Yes/ No

10. Details of Meter Installed

Make		Type(Ele/Mech)		Date in meter
S.No		Revolution/pulse		
Amp.		3-Ph/1-Ph		Time in meter
Volt		Reading (KWH)		

11 Meter Performance:

(a).Meter forwardness Checked with heater:

R-element	Y-element	B-element

(b) Meter Performance Checked with standard meter testing equipment and found as under:

Load in KW	Electrical Parameters								(%)Error
	V1	V2	V3	I1	I2	I3	pf	L	
Running Load									
Maximum Load									

12.Details of seals provided before (including status) & after inspection

Particulars	Before test/Inspection	After test/Inspection
Meter body seal		
Meter Terminal seal		
Box seal		

13.Action suggested-----

14.Remarks: -----

-----Signature of Consumer/
/his representative in
Support of above testing

Signature of tester.

Signature of team incharge.

CONSUMER DATA BASE

ANNEXURE: III

Report: MDB

Reporting Month:

Name of circle :

Name of Div.:

Name of Sub-
div.:

S. No.	Name of consumer	Account number	Category	Sanction Load	Service line (OH / UG)	Meter Type (E/M)	Meter (SP /PP)	Meter Sr. No.	Status of meter (Working/ Stop/ Burnt/ Defective)	If working, % Error of meter	Status of Meter body seals		Status of Meter box and sealing details			Status of Meter terminal cover and sealing details				
											NO.	Condition OK/Br/Ms	Box (Y/N)	Existing seal		New seal number	T.C. (Y/N)	Existing seal		New seal NO.
														NO.	Condition OK/Br/Ms			NO.	Condition OK/Br/Ms	

Note:

- (i) OH- Overhead & UG- Underground
- (ii) E- Electronic & M- Electromechanical meter
- (iii) SP- Single Phase & PP- Poly phase
- (iv) Y- Yes & N-No
- (v) OK-OK , Br- Broken & Ms- Missing

STATUS OF DEFECTIVE METERS

ANNEXURE: II

Report - A1

Reporting Month:

Name of circle :

Name of Div.:

Name of Sub-div.:

S. No.	Name of consumer	Account number	Category	Sanction Load	Meter Type (E/M)	Meter (SP /PP)	Meter Sr. No.	Status of defective meter		
								Stop/Burnt/Defective/Erroneous	If erroneous then % error	
									Running load	Maximum load

Note:

- (i) E- Electronic & M- Electromechanical meter.
- (ii) SP- Single Phase & PP- Poly phase

STATUS OF CATEGORY WISE TESTING OF METERS(SUBDIVISION/DIVISION BASIS)

ANNEXURE: IV

Report - A2

Reporting Month:

Name of circle

S. No.	Name of division/ sub-division	DS Category				NDS Category				SIP Category				Ag.(Metered) Category				Mixed Load Category							
		Checked		Defective		Checked		Defective		Checked		Defective		Checked		Defective		Checked		Defective					
		E	M	E	M	E	M	E	M	E	M	E	M	E	M	E	M	E	M	E	M				

Note:

(i) Defective meter includes: Stop/Burnt/Erroneous.

(ii) E- Electronic & M- Electromechanical meter.

(iii) Division basis information is to be incorporated in the report on total basis.

STATUS OF CATEGORY WISE TESTING OF METERS (CIRCLE BASIS)

ANNEXURE: V

Report –A3

Reporting Month:

S. No.	Name of Circle	DS Category				NDS Category				SIP Category				Ag.(Metered) Category				Mixed Load Category							
		Checked		Defective		Checked		Defective		Checked		Defective		Checked		Defective		Checked		Defective					
		E	M	E	M	E	M	E	M	E	M	E	M	E	M	E	M	E	M	E	M				

Note:

- (i) Defective meter includes: Stop/Burnt/Erroneous.
- (ii) E- Electronic & M- Electromechanical meter.
- (iii) Circle basis information is to be incorporated in the report on total basis.

PROFORMA OF APPLICATION FOR PAYMENTS

Project :
Equipment : Date :
Name of Contractor : Contract No. :
Contract Value: Contract Name :
Until reference: Application :
Serial number :

To,
The Superintending Engineer(M&P),
Jaipur Vidyut Vitran Nigam Limited,
Chambal Power House Premises,
Hawa Sarak, Near Sodala,
Jaipur-302019.

Dear Sir,

Sub: Application for Payment *

Pursuant to the above referred contract dated the undersigned hereby applies for payment of the sum of

(Specify amount)

The above amount is on account of : (Check whichever applicable)

1. Completed works including supply & erection against running bills
2. Final payment (Schedule **)
as detailed in the attached schedule(s) which form an integral part of this application.
3. The payment claimed is as per item(s) No.(s) of the payment schedule annexed to the above mentioned contract.
4. This application consists of this page, a summary of claim statement (Schedule**) and the following signed schedule:

1. _____ 2. _____ 3. _____

The following documents are also enclosed:

1. _____ 2. _____ 3. _____

Signature of Contractor/authorised signatory

* Applications for payment will be made to 'Engineer' as to be designated for this purpose at the time of award of the contract.

** Proforma for the schedules will be mutually discussed and agreed to during the finalization of the contract agreement.

JAIPUR VIDYUT VITRAN NIGAM LTD.
AGREEMENT

(On non-judicial stamp paper of Govt. of Rajasthan having stamp duty as applicable)

This indenture made at _____ on _____ this ____ day of the Month of _____ of the year _____ between the Managing Director, Jaipur Vidyut Vitran Nigam Ltd. (hereinafter referred to as the Owner) which expression unless the context does not permit includes successors and assigns) of the one part and

(1) To be used in case of Limited Companies

Messers _____ a private/ Public Limited Company incorporated _____ under the _____ companies act and having its Registered office at _____ (hereinafter referred to as Contractor which expression unless the context does not permit includes their successors and permitted assigns).

(2) To be used in case of Partnership concerns

Messers _____ a Partnership Firm consisting of the following Partners namely:

(Name)	(Age)	(Residence)	(Occupation)
--------	-------	-------------	--------------

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

(hereinafter referred to as Contractor which expression unless the context does not permit includes their respective heirs, executors, administrators, legal representatives, permitted assigns) of the second part, witness the as follows:-

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

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

* (a) In cash, or

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

*(c) by furnishing a Bank Guarantee amounting to Rs. _____ towards security and performance obligation of the contract agreement by the Contractor.

(* delete which is not applicable)

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

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

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

(6) The delivery shall be effected and completed as per clause No. _____ of the work order from the date of this Work Order and amendment letter No. _____ dt. _____. The first installment of supplies will begin as per clause No. _____ of the work order and amendment letter No. _____ dt. _____ to the work order.

(7) Payment of the work executed under this agreement shall as under :
As per clause No. _____ of the Work Order and amendment letter No. _____ dt _____ to the work order.

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

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

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

Signed and delivered by

In case of Limited/Partnership Shri _____ (1)Signature

Companies & Firms Designation (2)Signature

For and on behalf of _____ (1) Signature

In presence of witnesses _____ (2) Signature

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

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

In the presence of witness:

(1) Shri _____ Designation _____ (1) Signature

(2) Shri _____ Designation _____ (2) Signature

Signed and delivered by the _____ JVVNL
by order and on behalf of the MD of the Nigam. Jaipur Vidyut Vitran Nigam
Ltd.

(Seal to be affixed)

SECURITY BANK GUARANTEE

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

The SUPERINTENDING ENGINEER (M&P),
Jaipur Vidyut Vitran Nigam Limited
Chambal Power House Premises,
Hawa Sarak, Near Sodala,
Jaipur-302019.

In consideration of the SUPERINTENDING ENGINEER (M&P), Jaipur Vidyut Vitran Nigam Limited Jaipur (hereinafter called the Owner or his assigns) having agreed that in respect of order No. _____ dated _____ (hereinafter referred to as contract) placed with M/s. _____ having their registered office at _____ (hereinafter called the contractor), the contractor need not to furnish security deposit in cash and/or bank draft, We the _____ having its head office at _____ (hereinafter called the Bank) undertake (and authorize our Branch _____ situated at Jaipur (Rajasthan)) to pay the owner on demand the sum or sums of money payable as security deposit by the contractor in respect of Order No. _____ dated _____ placed by the Nigam with the contractor, subject to the following terms & conditions.

(1) Payment pursuant in this undertaking will be demanded by the owner from the Bank and will be met by the Bank without question in the case in which the Contractor, on receipt of the order and/or after the acceptance of this tender has been communicated to him by the owner ,make default in entering into an agreement or having entered into such Agreement or otherwise the contractor makes default in carrying out the contract thereof. As to whether the occasion or ground is arisen for such demand the decision of the SUPERINTENDING ENGINEER (M&P) or any other officer exercising the powers of SUPERINTENDING ENGINEER (M&P), Jaipur Vidyut Vitran Nigam Ltd. shall be final.

(2) The liability of the Bank shall not at any time exceed to Rs. _____ (Rupees _____)

(3) The undertaking will be determined on _____ but will, notwithstanding such determination, continue to be in force till the expiry of 3 months from the date of completion of line against the aforesaid order.

(4) No variation in the terms of tender, acceptance or agreement as between the contractor and the owner made without the owner's consent shall discharge this undertaking.

(5) No indulgence or grant of time by the owner to the contractor without the acknowledgement of the Bank will discharge the liabilities of the Bank under this guarantee.

(6) The guarantee herein contained shall not be affected by any change in the constitution of the contractor.

(7) Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain in force upto _____ unless demand or claim in writing is presented on the Bank within 3 months from that date, the Bank shall be released and discharged from all liabilities there under. However the validity of the bank guarantee shall be extended as and when required by the Nigam.

(8) All disputes arising under the said guarantee between the Bank and the NIGAM or between the contractor and the Nigam pertaining to the guarantee shall be subject to the jurisdiction of Courts only at Jaipur in Rajasthan.

(9) The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the SUPERINTENDING ENGINEER (M&P), Jaipur Vidyut Vitran Nigam Ltd..

IN WITNESS WHEREOF the Bank has executed these presents the day _____ and year _____.

Yours faithfully,

Bankers (EXECUTANT)

Witness:

- 1.
- 2.