



CIN:U40109RJ2000SGC016486  
**JAIPUR VIDYUT VITRAN NIGAM LIMITED**  
 Regd. Office; Vidyut Bhawan, Jyoti Nagar, Jaipur-302005  
**OFFICE OF THE SUPERINTENDING ENGINEER(TW)**  
**OLD POWER HOUSE PREMISES, NEAR RAM MANDIR,**  
**BANIPARK, JAIPUR-302006**

Purchaser's Communications		Supplier's Communications	
<b>Telephone No</b>	0141-2201022	<b>Telephone No</b>	0124-4169100
<b>Fax No.</b>	0141-2201022	<b>Fax No</b>	0124-4169155
<b>Mobile</b>	9413390940	<b>Mobile</b>	9971622633
<b>Email</b>	<a href="mailto:setw@jvvn.in">setw@jvvn.in</a>	<b>Email</b>	<a href="mailto:atin.srivastava@feedbackinfra.com">atin.srivastava@feedbackinfra.com</a> , <a href="mailto:inquiries@feedbackinfra.com">inquiries@feedbackinfra.com</a>
<b>Website</b>	<a href="http://www.jaipurdiscom.com">www.jaipurdiscom.com</a>		

No. JPD/SE(TW)/XEN(TW-III)/DDUGJY/IPDS/F.PMA/TN-356/D.

059 Jaipur Dt. 26/5/17

**M/s Feedback Infra Pvt. Ltd,**  
**15<sup>th</sup> Floor, Tower 9B, DLF Cyber City, Phase-III,**  
**Gurgaon (Haryana) India-122002**

**Sub:- Appointment of "Project Management Agency (PMA) at circle level for quality assurance, inspection and monitoring of DDUGJY and IPDS against TN-356 of Jaipur Discom**

Ref: - (i) NIT issued for TN No.-356 dt. 08.07.2016 published online on e-proc portal Rajasthan on 09.07.2016 to be read with subsequent amendments  
 (ii) Your Techno commercial bid for TN-356(Tender ID: 2016\_JVVNL\_38242\_1)  
 (iii) Pre-bid meeting held on 21.07.2016  
 (iv) Technical Bid opened on dated - 24.08.2016  
 (v) Financial bid opened on dated-06.01.2017  
 (vi) This office counter offer letter no.571 dt.11.05.2017  
 (vii) Your counter offer acceptance letter dt.15.05.2017  
 (viii) This office letter of intent no.734 dt.18.05.2017  
 (ix) Your Acknowledgement of LOI dt. 19.05.2017

Dear Sir (s),

With reference to your above cited offer and subsequent communications as referred above Work Order (WO) for appointment as Project Management Agency (PMA) for *quality assurance, inspection and monitoring* for effective implementation of DDUGJY and IPDS projects at circle level in Jaipur Vidyut Vitran Nigam Limited (JVVNL) in all 12 (twelve) districts/13 Circles namely Jaipur (JCC & JPDC), Kota, Bundi, Baran, Jhalawar, Bharatpur, Dausa, Sawai Madhopur, Dholpur, Alwar, Tonk and Karauli under jurisdiction of JVVNL, is here by placed upon you against Tender NIT No. -JPD/SE/TW/TN-356 (hereinafter referred to as said "Tender")

You will work in close co-ordination with the Project Executing Agency in the concerned districts and the client i.e. JVVNL. You will have to provide complete Project Management Services by hand holding of the project from the concept to commissioning in all districts under jurisdiction of JVVNL under DDUGJY & IPDS Schemes.

*[Handwritten signatures and initials]*

**1. Prices:**

**1.1. Contract Price:**

The contract price payable is mentioned below:

- 1) The prices as mentioned in schedule of prices 1.3 shall be inclusive of all expenditure, traveling, lodging, communication etc. except service tax which will be payable on actual basis as per applicable rates. Applicable service tax will be reimbursed only on submission of proof of deposit of service tax with concerned department. These price shall be for whole scope of work as mentioned in the bidding document.
- 2) The final consultancy fee shall be at rate **0. 242927 %** (Zero point two four two nine two seven percentage) of sanction DPR Cost or actual final project cost i.e the cost as per actual work executed whichever is less.
- 3) Any Income Tax and surcharge thereon other corporate taxes including work contract tax as attached under the law shall be deducted at source as per Government rules by payment making authority. Necessary TDS certificate in respect of same shall be issued by him.
- 4) Any statutory variation (+/-), if any, throughout the contractual period shall be to JVVNL account, as per terms and conditions of the tender document.
- 5) The prices shall include all the expenditure incurred by you for the scope of work mentioned hereafter.
- 6) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- 7) Prices charged by the PMA for the services under the Contract shall not vary from the prices awarded to them.
- 8) The resources provided during the bid process which were evaluated and to be deployed pursuant to tender conditions are provided at Annexure – A. The variation in the provided resources shall be pursuant to Clause 2.6.5 (b), 2.9.28 and other applicable clauses of the tender document.

**1.2. Taxes & Duties:**

- 1.2.1. The prices are inclusive of all taxes and duties as applicable. However, taxes, duties and levies as may be applicable shall be payable to Feedback Infra Private Limited, Gurgaon as per actual.
- 1.2.2. The income tax shall be deducted at source from the payment to the PMA as per the law in force at the time of execution of contract.
- 1.2.3. If any tax exemptions, reductions, allowances or privileges is available to the PMA in India, the Purchaser shall use its best efforts to enable the PMA to benefit from any such tax savings to the maximum allowable extent.

**1.3. Schedule of Prices:**

Schedule of prices for Project Management services:

**S.No. Description of Work**

1. Appointment of Project Management Agency (PMA) at each circle level to work as quality monitors who shall prepare quality assurance plan, field quality inspection of on-going/ completed works as well as joint inspection of materials at site on sample basis that is

**Awarded rates (All inclusive)\***

1. Consultancy Fee: Rs. 3, 69, 56,522/- (@0.242927% of sanctioned project cost Rs. 1521.30 Crs.)
2. Service Tax: Rs. 55, 43,478/- (@15% of above)
3. Total: 4,25,00,000/- (All

*(Handwritten signatures and initials)*

10% of major material of DDUGJY and **inclusive)**  
IPDS Schemes being undertaken on **(In words- Rupees Four Crore,**  
turnkey basis for JVVNL for period upto **Twenty Five Lakh Only)**  
27 months" against TN-TW-356 ✓

**\*The Price is subject to Clause 2.9.26 Note 2, the final consultancy fee shall be based on sanctioned DPR cost or actual final project cost i.e cost as per actual work executed whichever is less. ✓**

**2. Scope of Work:**

The work for the PMA will be to provide monitoring, supervision and quality control of ongoing/ completed works by checking works and randomly selecting material (10% from high value key materials) at site as per duly approved Quality Assurance plan (QA plan) for effective implementation of Deen Dayal Upadhaya Gram Jyoti Yojna (DDUGJY), Integrated Power Development Scheme (IPDS) complying the guidelines released by MoP, Gol for Discom efficiency improvement for a period of 27 months. The PMA will be responsible to station the designated person at the premises of Corporate Office of JVVNL/ circle offices and meet all the service obligations as agreed by it with JVVNL during the contract subsequent upon selection.

**Illustrative scope of services of PMA shall be as under:**

**2.1. Project Planning and Implementation ✓**

- a) Assisting Discom in preparation of detailed work implementation schedule in association with turnkey contractor before start of work.
- b) Coordination & monitoring of project implementation activities.
- c) To monitor DPR wise monthly physical & financial progress of the scheme, prepare a consolidated report & submit to utility for onward submission to nodal agency.
- d) To monitor receipt and issue of materials by the contractor.
- e) Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with utilities & Contractor.
- f) Verification of invoices raised by the contractors.
- g) To assist utility to verify creation of assets from asset register of the utility.
- h) Recommend the claim of utility for fund release from Nodal Agency. The recommendation is to be supported by a report on expenditure, progress and constraints if any for timely completion of project.
- i) Submit a report to Nodal Agency, regarding Project Completion and expenditure incurred along with recommendation in accordance with the guidelines.
- j) To assist utility in supervision of flow of funds in dedicated bank account of projects.
- k) Recommending time extension of project to the utility.
- l) Assisting utility in closer of the project.
- m) Assisting utility in finalization of reply to the audit.

**2.2. Quality Monitoring**

- a) To formulate a comprehensive Quality Assurance and Inspection Plan (QAIP), duly consented by JVVNL, with an objective to build Quality Infrastructure under DDUGJY/IPDS projects. It shall be a guiding document for turnkey contractor and utilities with regard to Quality Assurance & Inspection and shall be maintained and kept in proper order for scrutiny during the course of project execution and for future reference.
- b) Assistance in approval of vendors, GTP and drawings.



### 2.3. Material and Works Inspection

- a) To carry out the field inspection (Material Inspection – 10% on sample basis, Works inspection – 100% of Works) at site to check quality of material/ equipment at site, field execution of projects, check quality of workmanship and standards as per JVVNL specifications and Quality Assurance and Inspection Plan (QAIP), relevant electricity rules for the on-going/completed projects executed under the turnkey modality on behalf of JVVNL, any other duty assigned by JVVNL not limited to the activities mentioned such as issue of satisfactory completion certificate of the work, verification of final bills submitted by the turnkey contractors if so assigned, verification of final quantity of material utilized at the site etc.
- b) All tool and tackles required for inspecting the work will be arranged and transported at site by the firm at own cost and expenses on receipt of information from nodal officer of the turnkey project for carrying out the inspection every time till the completion of the project.
- c) Joint inspection (along with representative of state utility) of material at site on sample basis i.e. 10% of major materials (Poles, Conductor, Meters, Transformers, Cable). Inspection will be carried out and information/Report will be submitted to JVVNL within 15 days after receiving notice/information from JVVNL. The date of inspection will be intimated to JVVNL before departing for inspection.

### 2.4. MIS and Web Portal Up-dation

- a) To assist utilities in timely up-dation of information on utility/ Nodal agency Web Portal and periodic reporting to Project Management Team of JVVNL.

2.5. Apart from these, appointed PMA shall be responsible for any other works as may be required to ensure timely implementation and effective monitoring of the physical and financial progress of IPDS & DDUGJY projects as per guidelines of the schemes.

2.6. Nodal agency (REC/PFC) shall also formulate an appropriate mechanism for third party evaluation, both concurrent and post implementation of the scheme. Appointed agency by them shall carry out inspection on sample basis. PMA shall also have to get addressed observations of these inspecting agencies.

### 3. Period of the Contract:

The Contract/ Project Period shall commence from the date of issue of work order/award and up to 27 months (24 months during work execution +3 months to check completed works and other associated activities/ closure.). Period of contract shall be extendable on the same terms & conditions for a period to be decided at that point of time. However, this Extension will be at sole discretion of JVVNL.

**Note: In case the completion period of the work executing agency is extended, then the same shall be required to be extended for PMA accordingly.**

### 4. Performance Security Deposit (PSD):

- 4.1. The successful Bidder, the Earnest Money will be adjusted in arriving at the amount of the Performance Security Deposit.

Handwritten signatures and initials in black ink, including a large signature on the left and several smaller ones to the right.

- 4.2. The PMA shall, within fifteen (15) days of the notification of Work/ Contract award, provide a **Performance Security deposit of 10% of the total contract value** for the due performance of the Contract. Accordance with the provisions of clause No. 2.9.17 of this bidding document.
- 4.3. The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss resulting from the PMA failure to complete its obligations under the Contract.
- 4.4. **Form of Performance Security deposit:** PSD in the form of cash will not be accepted. It may be deposited in the form of **un-conditional and irrevocable Bank Guarantee/ Bank Draft/ Banker's Cheque**. If PSD is furnished in the form of bank guarantee from Nationalized/ scheduled bank, the same shall be furnished on **non-judicial stamp paper worth of @Rs.0.25% of BG value or Rs.25000/- whichever is minimum**
- 4.5. **Refund of Performance Security deposit:** The PSD deposited will be returned back after 6 (six) months as per clause 2.9.17 from successful completion of the contract/ project period. The PSD shall remain initially valid for a period of 27 months + 6 months grace period which will be extended further till execution period of contract if any.
- 4.6. **Forfeiture of Performance Security deposit:** Performance Security deposit shall be forfeited in the following cases: -
- When any terms and condition of the contract is breached.
  - When the PMA fails to commence, fails to fulfill the services obligations after partially executing the work order.
  - To adjust any dues against the firm from any other contract with JVVNL.
- 4.7. No interest will be paid by JVVNL on the amount of performance security deposit.
- 4.8. Proper notice will be given to the PMA with reasonable time before performance security deposit is forfeited.
- 4.9. Forfeiture of earnest money / performance security deposit shall be without prejudice to any other right of JVVNL to claim any damages as admissible under the law as well as to take such action against the PMA such as severing future business relation or black listing, etc.

**5. Deployment of Resources:**

5.1. The firm has to provide the following personnel to work in the contract period as under –

Sl. No.	Position	Number of Person
1	Project In Charge (1 Nos.)	1 (One)
2	Quality Assurance Inspector (1 for each circle)	13 (Thirteen)
3	Site Engineers (1 for each circle)	13 (Thirteen)

5.2. You shall intimate to this office, the details of personnel deploying at various circle in accordance with the provision of the SBD. The onsite team shall be available in the JVVNL Offices on all working days/ as and when required.

**6. Terms of Payment:**

The payment shall be made to PMA for his services as under –

Sl. No.	Description	Payment in percentage of total value towards PMA
1	During progress of the project.	60% in equal quarterly installments of 24months

*Plato*  
*25/2/09*

Sl. No.	Description	Payment in percentage of total value towards PMA
2	After successful completion of project by the turnkey contractor	20%
3	After submission of the closer report to the Nodal Agency	10%
4	After release of final installment of grant to the utility by Nodal Agency & acceptance of the closer of the scheme by Nodal Agency.	10%

**Note: -**

1. In case the project extends beyond 24 months, extra payment shall be computed by proportionately dividing the payment covered under Sr. no. 1 of table above among all 13 circles and extra payment so computed shall be made to the PMA for their services proportionately on same terms and conditions extendable further up to one year for onwards extension required if any, shall be mutually agreed. During the extended time period, the payment will be made for those circles where the work is not completed within time period of 24 months.
2. The performance of the PMA shall be regularly reviewed by the concerned Engineer-In-Charge/Nodal Officer and in case of poor performance; payment of the PMA may be withheld until the performance of the PMA improves to the full satisfaction of concerned Engineer-In-Charge/Nodal Officer.
3. The fee would be payable in the following manner:
  - (i) The final consultancy fee shall be based on sanction DPR Cost or actual final project cost i.e the cost as per actual work executed whichever is less.
  - (ii) The PMA shall raise quarterly invoice for services rendered to Executive Engineer (DDUGJY), JVVNL of concerned circle or authorized by this office as the case may be. The PMA request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the related PMA services performed, and by the documents submitted pursuant to conditions of the contract and upon fulfillment of all the obligations stipulated in the awarded Contract. The PMA shall furnish a copy of the monthly progress report along with the invoice.
  - (iii) Payments shall be made promptly by the Purchaser as per the schedule of prices and after submission of an invoice (in triplicate) for payment by the PMA, which the Purchaser has accepted it. However, any delay in payment will not entitle the contractor for any compensation or form ground for extension in delivery period without liquidated damages.
  - (iv) All services rendered by the PMA will be verified, validated and approved by the Executive Engineer (DDUGJY), JVVNL of concerned circle or authorized by this office as the case may be, before payments are released to the service provider as per the terms and conditions of the NIT.
  - (v) The currency in which payments shall be made to the PMA under this Contract shall be Indian Rupees (INR) only.
  - (vi) Bills shall be submitted in triplicate to Superintending Engineer (TW), JVVNL on quarterly basis for verification and onward submission to Senior Account Officer (CPC), JVVNL, Jaipur for arranging payment on

*Prater* *B* *Z* *A* *D*

30<sup>th</sup> day from the date of receipt and duly verified bills completed with all formalities.

- (vii) No payments will be made prior to acceptance of PBG and execution of Contract Agreement.
- (viii) All remittance charges will be borne by the selected bidder.
- (ix) In case of disputes, 20 % of the amount shall be withheld and will be paid only after settlement of the dispute.
- (x) Payment schedule for the bid will be on quarterly basis after the computation and deduction of all applicable penalties for that quarter.

## 7. Penalty

### 7.1. Penalty for delay in execution/ completion of work after the schedule date as per clause 2.9.13

After submission of bill by Nodal Officer, The PMA is required to verify the bills as per actual site conditions & Terms and Conditions of P.O and submit the same to the Nodal Officer within seven (7) working days failing which it will attract a penalty @ ¼% per week of the approximate cluster/ feeder value for which the bill is raised. The maximum penalty shall be 3%.

### 7.2. Penalty for Resource

The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource:-

1. Within 1 Year- Rs. 50,000 (Rupees Fifty Thousand )
2. After 1 year- Rs. 25,000 (Rupees Twenty Five Thousand)

### 7.3. Penalty for absence

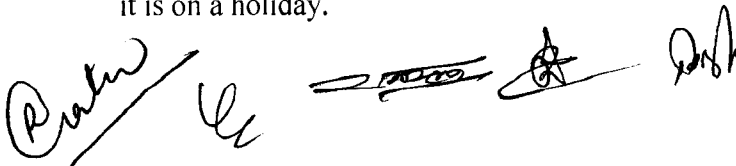
In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing the rate of the resource by the number of working days in that quarter). In addition, a penalty of Rs. 2000/- per working day per resource will be levied for such absence.

1. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.

7.4. Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to liquidated damages as described in Section 2.9.19

## 8. Other important terms & conditions:

- a) All resources deployed by the PMA will compulsorily mark their entry and exit as per the directions/policy of JVVNL.
- b) The Resources would be stationed at client site for the entire project period. The Resource has to follow the working hours, working days and Holidays of Government of Rajasthan. However resource has to be available on a holiday if so is required by JVVNL. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.
- c) Resource shall have to seek prior approval of JVVNL before leaving client office, even if it is on a holiday.



**9. Contract Agreement:**

The above order shall be governed by the terms & conditions as mentioned above. The contract shall for all purpose be constructed according to the laws of India and subject to jurisdiction of courts of law at Jaipur, Rajasthan only. For due fulfillment of the consultant's obligations, the agency is required to execute an agreement with JVVNL in the prescribed format on a Non-judicial stamp paper worth Rs.15000/- of Rajasthan State within 15 days of receipt of this order. The following documents in the manner indicated herein are also to be enclosed with the contract agreement:-

- (i) Copy of LOI duly accepted
- (ii) Copy of work order duly signed on each page.
- (iii) Tender document including corrigendum for TN 356

All the above contract documents shall be signed by an authorized person holding valid power of attorney. A copy of such power of attorney duly notarized in original on a Non-judicial stamp paper of worth Rs. 500.00 shall also be furnished along-with the contract documents. No payment shall be released without execution of contract agreement as mentioned above.

**10. Nodal Officer/ Engineer In-charge:**

At the corporate level the progress monitoring of works shall be carried out by the Superintending Engineer TW and SE DDUGJY for respective schemes. At the field level, concerned XEN of respective circle i.e. XEN (DDUGJY) of concerned circle or otherwise nominated by Nigam for DDUGJY & IPDS works shall be Engineer In-charge of the work, under the control of the concerned Superintending Engineer (O&M), JVVNL. The Engineer-IN- Charge shall interact & co-ordinate and also arrange various information required for the proper monitoring/supervision of the project to the firm. At corporate level, the XEN (DDUGJY) for DDUGJY and XEN (IPDS) for IPDS at Corporate Office, Jaipur shall be coordinating the works and report to the higher authorities from time to time.

**11. Disputes, Resolution & Arbitration:**

**11.1. General:** If any dispute arises between the PMA and JVVNL during the execution of a contract that would be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the contractor on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The contractor will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the contractor. All disputes differences or questions whatsoever arising between the JVVNL and the Contractor upon or in relation or in connection with the contract shall be deemed to have arisen at Jaipur and no court other than courts at Jaipur, Rajasthan shall have jurisdiction to entertain or try the same. The disputes if any, could also be referred to settlement committees of JVVNL to settle the dispute if any on the request of the consultant for which fees shall be payable as per JVVNL Rules.

**11.2. Settlement committee for Disputes:** If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions and then by tender sanctioning Procurement Committee, it shall be referred to

Handwritten signatures and initials at the bottom of the page, including a large signature on the left and several smaller ones to the right.



the corporate level settlement committee of JVVNL for decision after deposition of prescribed fees.

## 12. Force Majeure

- 12.1. The PMA shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 12.2. For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the PMA. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 12.3. If a Force Majeure situation arises, the contractor shall promptly notify the department in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by JVVNL, the contractor shall continue to perform its obligations under the contract as far as reasonably practical.
- 12.4. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

## 13. Legal Jurisdiction

All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction at Jaipur, where agreement has been executed and by no other court. There shall be no provision of appointing Arbitrator to settle the issue.

## 14. Governing Law

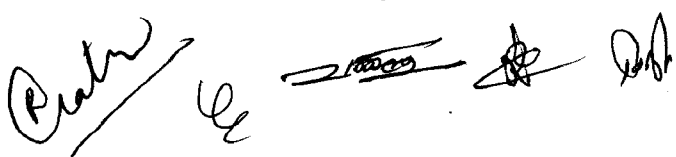
The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

## 15. Scope of Supply

- Subject to the provisions in the bidding document and contract, the PMA should perform services as specified in the bidding document.
- Unless otherwise stipulated in the Contract, the scope of award shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion services as if such items were expressly mentioned in the Contract.

## 16. Contractors's Responsibilities

- 16.1. The Bidder shall provide the service and manpower in accordance with the provisions of bidding document and/ or contract;
- 16.2. The bidder is expected to carry out the assignment with due diligence and in accordance with prevailing standards of the profession;
- 16.3. The Bidder shall deploy the requisite manpower and infrastructure within 30 days of placing the work order by JVVNL. Beyond thirty days, LD would be imposed as per the clause 2.9.19 below and may even terminate the contract as per clause 2.9.24.
- 16.4. The responsibilities of the PMA as described in Clause 2.2, would also be considered as the responsibilities of the PMA. Hence, it is the prerogative of the PMA to



constantly monitor and mentor the conduct of its employees deployed as part of this engagement.

**17. Responsibilities of the Man Power of PMA**

- 17.1. The deployed manpower of the Bidder will maintain office decorum. They will be courteous, polite and cooperative.
- 17.2. The deployed man power will follow all rules, regulations and policies as decided by the JVVNL.
- 17.3. The deployed man power will be responsible for any damage to equipments, property and third party liabilities caused by their acts. For any damages, the extent of damage as decided by JVVNL will be final.
- 17.4. The PMA will need to possess multi-dimensional capability to adequately meet the requirement of the contract/ award;
- 17.5. The PMA & its designated man power will need to be able to work efficiently with senior management and officers of Discom/Dedicated monitoring cells
- 17.6. The PMA will bring proven knowledge and experience of handling project monitoring and efficiency improvement assignments.
- 17.7. The PMA and its designated man-power shall bring their own laptops and data card for carrying out their activities.
- 17.8. The man-power proposed by the Bidder must fulfill all qualification and experience requirements as provided in the Tender Document by the Purchaser. Any deviation from the printed qualification and experience would be clearly mentioned in the offer document by the Bidder.

**18. Purchaser's Responsibilities**

- 18.1. JVVNL shall perform all its responsibilities in accordance with the general conditions of the contract.
- 18.2. JVVNL may conduct a thorough background verification and character verification of the Man Power of PMA as per the policies of JVVNL.

**19. Recoveries from PMA**

- 19.1. Recovery of liquidated damages and penalties shall be made from bills and/ or the first available opportunity.
- 19.2. JVVNL shall withhold amount to the extent of non-deployment of resources or non-performance of services until all the contractual service agreements are met satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with JVVNL.
- 19.3. The balance, if any, shall be demanded from the Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

**20. Confidential Information**

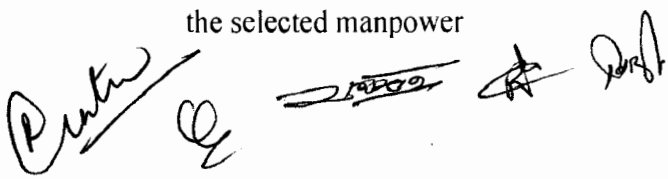
- 20.1. JVVNL and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

*(Handwritten signatures and initials)*

- 20.2. JVVNL shall not use such documents, data, and other information received from the Bidder for any purposes unrelated to the Contract. Similarly, the Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the work and services required for the performance of the Contract.
- 20.3. The obligation of a party under sub-clauses above, however, shall not apply to information that: -
- 20.3.1. JVVNL or Bidder need to share with the JVVNL or other institutions participating in the Contract;
  - 20.3.2. now or hereafter enters the public domain through no fault of that party;
  - 20.3.3. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - 20.3.4. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- 20.5. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

**21. Extension in Delivery Period and Liquidated Damages (LD)**

- 21.1. Except as provided under clause "Force Majeure", if the Bidder fails to deploy the requisite manpower and providing of requisite services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the conditions of the Contract Price for each week or part thereof of delay until actual deployment of the manpower and providing of requisite services, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- 21.2. The time specified for services in the bid document shall be deemed to be the essence of the contract and the successful Bidder shall arrange manpower for deployment within the specified period.
- 21.3. The service provider shall request in writing to tendering authority giving reasons for extending the deployment period of man power and providing requisite services if he finds himself unable to arrange requirement of award within the stipulated delivery period. This request shall be submitted as soon as a hindrance occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of deployment schedule after which such request shall not be entertained.
- 21.4. The Competent authority of Discom shall examine the justification of causes of hindrance in the execution of award and the period of delay occurred due to that and recommends the competent authority on the period of extension which would be granted with or without liquidated damages.
- 21.5. Normally, extension in deployment of manpower in following circumstances may be considered without liquidated damages:
- 21.5.1. When delay has occurred due to occurrence of some unfortunate event to any of the selected manpower

Handwritten signatures and initials in black ink, including a large signature on the left and several smaller initials and marks to the right.

22.5.2. When delay has occurred due to resignation of the selected manpower or accident or demise etc.

22.6. It shall be at the discretion of the concerned authority to accept or not to accept the selected PMA after the expiry of the stipulated deployment period, if no formal extension in completion period has been applied and granted. The competent authority shall have right to cancel the contract with on the basis of contractual obligations not met.

22.7. In case of extension in the deployment of the manpower and services is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of quarterly amount payable to the service category which the PMA has failed to deploy :-

Sl. No.	Condition	LD as % of amount of quarterly payment
a.	Delay up to 1 week of deployment of the team size as per WO	2.5 %
b.	Delay exceeding one 1 week but not exceeding 2 weeks	5.0 %
c.	Delay exceeding 2 week not exceeding 3 weeks	7.5 %
d.	Delay exceeding 3 weeks but not exceeding 4 weeks	10.0 %

Note: Fraction of a day in reckoning period of delay shall be eliminated if it is less than half a day.

- i. The maximum amount of agreed liquidated damages shall be 10% of the quarterly amount of payment.
- ii. If the Bidder requires an extension of time in completion of contractual obligation on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- iii. Deployment period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the Bidder.

### 23. Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the Purchaser; and
- the aggregate liability of the Bidder to the Purchaser, whether under the Contract or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to any obligation of the Bidder to indemnify the Purchaser with respect to patent infringement.

### 24. Change in Laws & Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Deployment Date and/ or the Contract Price, then such Deployment Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the PMA has thereby been affected in the performance of any of its

Handwritten signatures and initials are present at the bottom of the page, including a large signature on the left and several smaller initials and marks in the center and right.

obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with clause "Contract Price".

## 24. Change Orders and Contract Amendments

- 24.1. JVVNL may at any time order the supplier/ selected PMA through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract if this becomes necessary.
- 24.2. If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery of Consultants and the Contract shall accordingly be amended. Any claims by the selected PMA for adjustment under this clause must be asserted within thirty (30) days from the date of the selected PMA receipt of the Purchaser's change order.
- 24.3. Prices to be charged by the selected PMA for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected PMA for similar services.

## 25. Termination ✓

### 25.1. Termination for Default

The tender sanctioning authority of JVVNL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part: -

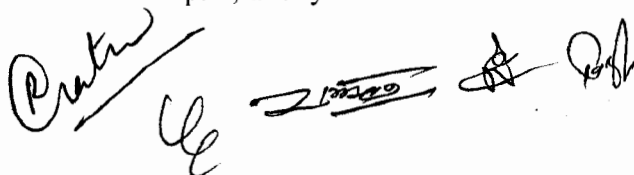
- If the contractor has provided or replaced resources inferior to that which were selected at the time of bidding even after being provided sufficient time to fulfill its obligations.
- If the contractor fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- If the contractor, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- If the contractor commits breach of any condition of the contract.
- If JVVNL terminates the contract in whole or in part then amount of performance security deposit (PSD) and due payments, if any, will be forfeited.
- Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

### 25.2. Termination for Insolvency ✓

JVVNL may at any time terminate the Contract by giving Notice to the PMA if the PMA becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to JVVNL.

### 25.3. Termination for Convenience

JVVNL, by Notice sent to the PMA, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that



termination is for the Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

Depending on merits of the case the PMA may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination

**25.4. Resource Replacement**

**25.4.1. Replacement after issue of WO**

In case a selected PMA brings to the notice of JVVNL that it won't be able to provide a selected resource after receiving the WO and desires to replace the selected resource with a new resource, the following rules will apply:

- The new resource (replacing resource) will be accepted by the purchaser only if he fulfils the minimum eligibility criteria as per NIT and scores at least the same marks as the resource being replaced.
- Replacement by a resource securing fewer marks than the resource being replaced shall be at the discretion of JVVNL.
- In case such replacement is allowed, the service provider (selected bidder) shall be paid an amount in the same proportion to the amount paid for the replaced resource as the proportion that the technical marks of the replacing resource bear to that of the replaced resource.

**Example:**

Let us say that the replaced resource had scored 8 marks out of 10 in the technical evaluation and an amount of X was quoted by the service provider in its financial bid for the resource. But the new resource (the replacing resource) scores only 7 marks and Purchaser had exhausted all options as narrated in clause 6.4.2 (d). Then the service provider will be paid  $7/8$  times for the replacing resource i.e.  $7/8 * X$

- The new resource with lesser score will be accepted as a replacement only for **3 months**. In case if the selected bidder is not able to find a suitable resource that is at par or better than the original resource (at the time of bidding), then the contract may be terminated as per clause 2.9.24.
- If the selected bidder provides a resource at par the original resource (at the time of bidding) before expiry of 3 months of replacement with a resource scoring less than the original resource (at the time of bidding), then the payment terms applicable for the original resource will be used (clause 2.9.26).

**25.4.2. Replacement after deployment**

The replacement of resources by PMA after deployment will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer. In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit. In case of all such replacements:-

- i. The new resource (replacing resource) will be accepted by the purchaser only if he fulfils the minimum eligibility criteria as per NIT and scores the same marks as the resource being replaced.
- ii. The outgoing resource would complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (JVVNL).

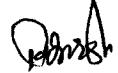
*(Handwritten signatures and initials)*

## 26. Acceptance of the Order:

The acceptance of this detailed order must be acknowledged within seven (7) days of receipt of the order. In case no communication is received during this period, it will be presumed that you have accepted the order in full including all the terms and conditions stipulated therein.

## 27. Other Terms and Conditions:

- 27.1. This contract shall be governed by the terms and conditions as mentioned in the Tender Document for TN 356 including in particular the following clauses as mentioned above.
- 27.2. All other terms and conditions, which have not been included in this Work Order but are mentioned in the governing specifications of tender shall deemed to be included in this Work Order.
- 27.3. All disputes, differences or questions, what so-ever, arising between JVVNL and the contractor upon or in relation or in connection with the contract shall be deemed to have arisen at Jaipur (Rajasthan) and no court other than courts at Jaipur shall have jurisdiction to entertain or trial the same

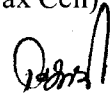


(V.D.Bansal)

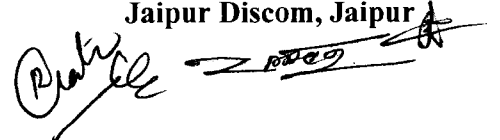
Superintending Engineer (TW)  
Jaipur Discom, Jaipur

### Copy submitted/forwarded to the following for information & necessary action:-

1. The Director (Technical/Finance), Jaipur Discom, Jaipur
2. The Chief Engineer (Projects), Jaipur Discom, Jaipur
3. The Zonal Chief Engineer (J/Z, B/Z, K/Z), JVVNL, Jaipur/ Bharatpur/ Kota.
4. The Chief Accounts Officer, (FM-W&M/IA), Jaipur Discom, Jaipur.
5. The Superintending Engineer (DDUGJY/Plan/MIS/RE/O&M of Respective Circle), JVVNL, -----
6. TA to MD, JVVNL, Jaipur
7. The Executive Engineer (DDUGJY) of Respective Circle), Jaipur Discom,-----
8. The Senior Accounts Officer (CPC/TW), JVVNL, Jaipur.
9. The Executive Director (IPDS), PFC, New Delhi-110001
10. The Chief Project Manager, REC, Jaipur
11. The Income Tax Officer (IB), Jaipur.
12. The Commissioner, Commercial Taxes Deptt. Govt. of Rajasthan, Kar- Bhawan, Jaipur.
13. The Deputy-Commissioner, Central Excise Division (Service Tax Cell), Jaipur.



Superintending Engineer (TW)  
Jaipur Discom, Jaipur



**Annexure A – Resources to be deployed by Feedback Infra Private Limited.**

Sl. No.	Name of Person	Proposed Position	Marks
1	Deepak Kulshrestha	Project In-Charge	8
2	Satyendra Pandey	Quality Assurance Inspector	4
3	Jajati Kesari Jena	Quality Assurance Inspector	4
4	Laxman Singh Parihar	Quality Assurance Inspector	4
5	Mohammad Abid	Quality Assurance Inspector	2
6	Narendra Kumar	Quality Assurance Inspector	4
7	Rupesh Kumar Saroj	Quality Assurance Inspector	4
8	Saurabh Mehrotra	Quality Assurance Inspector	4
9	Ashok Prajapati	Quality Assurance Inspector	4
10	Rabindra Kumar Dinkar	Quality Assurance Inspector	4
11	Syed Khalid Imam	Quality Assurance Inspector	4
12	Sangram Singh	Quality Assurance Inspector	3
13	Manoj Kumar	Quality Assurance Inspector	4
14	Nishant Kumar	Quality Assurance Inspector	4
15	Nikhil Agarwal	Site Engineer	2
16	Sumit Kumar	Site Engineer	2
17	Nitin Mehta	Site Engineer	1
18	Abhishek	Site Engineer	2
19	Ashish Narayan	Site Engineer	2
20	Ashutosh Srivastava	Site Engineer	2
21	Dinesh Kumar	Site Engineer	2
22	Pankit Nalankumar Malvi	Site Engineer	2
23	Zafer Husen	Site Engineer	2
24	Pradeep Kumar	Site Engineer	2
25	Saurabh Sahu	Site Engineer	2
26	Kamlesh Chandra	Site Engineer	1
27	Prashant Mane	Site Engineer	0

**Note: - The resource appeared at S. No. 27 is to be substituted with the resource having minimum qualification requirement as per RFP.**