

CIN:U40109RJ2000SGC01486



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No: JPD/SE/COMML/XEN/C-II/TN-01/D. 1085 Date 25/8/15

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OFFICE OF THE SE (TW)
 J.V.V.N.L., JAIPUR
 R.R. No. 2491 Date 26.8.15
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Subject: Award of Contract for Setting up of PMA (Project Management Agency) for implementation of DDUGJY/IPDS/other efficiency improvement programs for distribution companies in Rajasthan against e-bid No. JPD/SE/COMML/TN-01/2015 opened on 10.04.2015

Reference:

1. Your offer e-bid offer dated 09.04.2015 (Part-A techno-commercial) opened on 10.04.2015 and Price Bid (Part-B) opened 01.05.2015
2. This office letter No. JPD/CE(PPM)/SE(c)/XEN-CII/F./D 118 dt. 16.04.2015
3. This office letter JPD/CE(PPM)/SE(c)/XEN-CII/F./D 138 dt. 20.04.2015
4. This office letter JPD/CE(PPM)/SE(c)/XEN-CII/F./D 227 dt. 30.04.2015
5. This office letter JPD/CE(PPM)/SE(c)/XEN-CII/F./D 346 dt. 13.05.2015
6. Your letter dt. 14.05.2015 regarding revised financial offer
7. This office LOI letter JPD/SE/COMML/XEN/C-II/F./TN-01/D 756 dt. 10.07.2015
8. Your request letter dt. 22.07.2015 regarding request for change in consultant
9. This office Revised LOI letter JPD/SE/COMML/XEN/C-II/F./TN-01/D 1006 dt. 13.08.2015
10. Your letter dt. 14.08.2015 regarding acceptance of Revised LOI

Dear Sir(s),

With reference to your above cited e-offer and subsequent communications as referred above, this work order is hereby placed upon you for setting up of PMA (Project Management Agency) for implementation of DDUGJY/IPDS/other efficiency improvement programmes for distribution companies in Rajasthan against TN-01 on the prices, terms and conditions mentioned herein under. This order shall be governed by the terms and conditions incorporated in bidding document TN-01 and subsequent amendments issued

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therein. Wherever, the clauses in this work order are different from RFP, the clauses of this work order shall prevail.

Further it is also intimated that initially only two consultants are engaged and after assessment of their work and requirement, the number may be increased as per RFP.

1.0 Definitions :

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the Bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means calendar day.
- e) "Deployment" means posting Bidder consultants in the premise of the purchaser for providing services as detailed in the Tender document as fulfil the contractual obligations as per the agreed contract.
- f) "Completion" means the fulfilment of the Related Services by the Bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Experts" means the domain experts/specialist proposed or made available for services as per the terms and conditions set forth in the Contract
- h) "Purchaser" means the entity purchasing the consultants, as specified in the bidding document.
- i) "Related Services" means the services incidental to the deployment of Bidder's consultants to carry out the obligations under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Bidder.
- k) "Bidder" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Bidder.

2.0 General Conditions of the Bid :

These are as per clause 6.2 of the RFP.

3.0 Agency's Responsibilities :

- a) The agency shall provide the service and manpower in accordance with the provisions of bidding document and/ or contract;

- b) The agency is expected to carry out the assignment with due diligence and in accordance with prevailing standards of the profession;
- c) **The agency shall deploy the requisite manpower and infrastructure within 30 days of placing the work order by JVVNL on behalf of all three DISCOMs . Beyond thirty days, LD would be imposed as per the clause 6.2.18 and may even terminate the contract as per clause 6.2.23 of the bidding document.**
- d) The responsibilities of the PMA deployed at the premise of the Purchaser, as described in Section 4.4 of the bidding document, would also be considered as the responsibilities of the PMA and time to time given by the co-ordinator on behalf of all three DISCOMs. Hence it is the prerogative of the PMA to constantly monitor and mentor the conduct of its employees deployed as part of this engagement.

4.0 Responsibilities of the Man Power of PMA :

- a) The deployed man power of the Agency will maintain office decorum. They will be courteous, polite and cooperative.
- b) The deployed man power will adhere to the office timings of the Purchaser and follow all rules, regulations and policies as decided by the Discoms.
- c) The deployed man power consultants will be responsible for any damage to equipment's, property and third party liabilities caused by their acts in the premise of the Discoms. They will use all equipment only for the purpose of carrying out their legitimate business of the Discoms and will not put to any other use. For any damages, the extent of damage as decided by the Discoms will be final.
- d) The PMA will need to possess multi-dimensional capability to adequately meet the requirement of the contract/ award.
- e) The PMA & its designated man power will need to be able to work efficiently with senior management and officers of Discoms.
- f) The PMA will bring proven knowledge and experience of handling project monitoring and efficiency improvement assignments.
- g) The PMA and its designated man power shall bring their own laptops and data card for carrying out their activities.

5.0 Purchaser's Responsibilities :

- a) The Purchaser shall perform all its responsibilities in accordance with the general conditions of the contract.
- b) The Purchaser may conduct a thorough background verification and character verification of the consultant as per the policies of the Discoms.
- c) The Purchaser shall provide office space to the consultants for carrying out their activities as per the scope of work.

6.0 PRICES:

6.1 Contract Price:

The contract price payable for setting up of PMA is mentioned below in clause-6.4 captioned "Schedule of Prices". The aforesaid prices are FIRM and stands valid for the

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contracted period. The aforesaid prices are based on rate as agreed by you. **The Service Tax as applicable shall be paid extra by the NIGAM.** The prices are "FIRM" and independent of any variation. No price variation will be allowed.

6.2 Taxes & Duties:-

The prices are exclusive of service tax which will be paid by the NIGAM as per actuals.

6.3 Any statutory variation in existing rates of taxes /duties/ levies/charges during contracted completion period shall be to the 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 of the NIGAM. Any downward variation in the above rates of taxes/duties/levies shall have to be passed on to the Nigam.

6.4 SCHEDULE OF PRICES:

The Consulting firm has to provide initially the following Personnel to work in the contract period and after assessment of their work and requirement, the number may be increased.

S.No	Name of Person	Quarterly Price (Rs.) (Excluding Service Tax)	No of Quarters	Amount
		a	b	C=AXB
1.	Mr. Manish Kumar Urele	11,34,068 .00	12	1,36,08,816.00
2.	Mr. Ankur Satija	11,34,068.00	12	1,36,08,816.00
	Total			2,72,17,632.00
	Service Tax @14%			38,10,468.00
	Grand Total			3,10,28,100.00

(Say Rs. Three Crores Ten Lacs Twenty Eight Thousand One Hundred Only)

(The service tax shall be paid by the NIGAM as per actuals.)

6.5 The aforesaid prices are FIRM & remain valid for the currency of contracted period.

7.0 SCOPE OF WORK:

This will be governed by the bidding documents TN-01.

The scope of work for the selected PMA will be for management and monitoring of various programmes undertaken by the Distribution Companies in Rajasthan, such as the Deendayal Upadhyaya Gram Jyoti Yojna (DDUGJY), Integrated Power Development Scheme (IPDS), loss reduction and other efficiency improvement projects for a period of 3 years. You will be responsible to station the selected persons at the premises of

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Rajasthan Distribution companies and meet all the service obligations as agreed by it with JVVNL on behalf of all three Discoms during the contract consequent upon the selection.

The indicative scope of work that you shall be required to perform is as per the table given below and can be revised and refined as per requirements:

Table : Roles and Responsibilities of the PMA

S. No.	Module	Activities
1.	Project Management and MIS	<p>Assist Discoms for monitoring Deendayal Upadhyaya Gram Jyoti Yojna (DDUGJY), IPDS and other schemes and programme and ongoing initiatives in each Discom.</p> <p>Selected consultants would assist the Discoms in undertaking following activities:</p> <ul style="list-style-type: none"> ✓ Monitoring and coordination activities- <ul style="list-style-type: none"> ○ Assist in preparation of tender documents for appointment of turnkey contractor. ○ Assist in bid process (including pre bid meetings etc) and technical evaluation of bids. ○ Assist in placement of letter of Award and related activities. ✓ Assist in monitoring of initiatives related to DSM/EE initiatives - ✓ Project Planning and Implementation- <ul style="list-style-type: none"> ○ Assist in preparation of detailed work implementation schedule (PERT) in association with turnkey contractor. ○ Assist in coordinating & monitoring of project implementation activities. ○ Assist in monitoring receipt and issue of materials by the contractor. ○ Assist in Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with Discoms and Contractors. ○ Assist in monitoring of verification of invoices raised by the Contractor. ○ Assist in supervision of flow of funds in dedicated bank account of projects.

		<ul style="list-style-type: none"> ○ Assist in verification of creation of assets from asset register of the utility. ✓ Quality Monitoring- <ul style="list-style-type: none"> ○ Assist in preparing a Quality Assurance (QA) Plan with the approval of the Utility. ○ Assist in field quality inspection of ongoing/completed works. ○ Assist in joint Assist in inspection (along with representation of state utility) of material at site on sample basis. ✓ MIS & Web Portal up-dation- <ul style="list-style-type: none"> ○ Assist in timely up-dation of information on Web Portal. ○ Assist in periodic reporting to the Project Management Cell of Discom. ✓ Assist in coordination with Nodal Agency/MoP and any other works as may be required to achieve the objectives of the overall efficiency improvement scheme- ✓ Assist in monitoring the execution of other schemes like IPDS, Roll out of 24x7 power supply to all and any such projects of strategic importance to the Discoms-
2.	Loss Reduction	<p>Assist Distribution companies in undertaking following activities:</p> <ul style="list-style-type: none"> ✓ Assist in design of loss reduction strategy. ✓ Assist in preparing Implementation & roll out plan. ✓ Assist in floating a tender for appointment of a meter supply and installation agency (ies).
3.	Revenue Monitoring	<p>Assist the Discoms in undertaking following activities with reference to Revenue monitoring:</p> <ul style="list-style-type: none"> ✓ Assist in strengthen meter reading, billing and revenue collection activities through process re-engineering and introducing best practices. ✓ Assist in improving customer services. ✓ Assist in assessing correct quantum of energy sold to agricultural consumers and determine correct amount of subsidy support for agriculture consumers required from State Govt.

		<ul style="list-style-type: none"> ✓ Assist in setting up an automated system for analysis of energy consumption pattern of high value consumers through MRI data and finding any unscrupulous consumption parameter and levy penalty (wherever necessary).
4.	Cost Optimization	<p>Assist the Discoms in undertaking following activities with reference to cost optimization:</p> <ul style="list-style-type: none"> ✓ Assist in assessing power procurement portfolio of RDPPC and identify the sources of power procurement with high cost. ✓ Assist in reviewing options for modification in power purchase portfolio and implement power purchase optimisation strategy. ✓ Assist in forecasting the Power Demand and Supply availability and assess ways to bridge the existing gap between the two. Prepare & implement power management strategy for optimisation of power procurement cost. ✓ Assist in assessing inventory management system of the 3 Discoms and propose improvements in SBDs and procurement practices. ✓ Assist in exploring the avenues where repairs & maintenance (R&M), administrative & general (A&G) expenses and employee expenses could be optimized. ✓ Assist in determining capital expenditure (Capex) requirement for projects undertaken for customer service improvement, implementation of DSM/ EE plans and employee engagement strategy.

8.0 PERIOD OF CONTRACT :

The Contract/ Project Period shall commence from the date of issue of work order/ award and up to 3 Years on terms and conditions of the Contract/ award, and which is extendable on the same terms & conditions for a period to be decided at that point of time. However, this Extension will be sole discretion of DISCOMS.

9.0 PERFORMANCE SECURITY DEPOSIT :

The Performance Security deposit is to be furnished in accordance with clause 6.2.16 of RFP or Bid Document of TN-01 which is briefed as under: -

- a) The Earnest Money deposited will be adjusted in arriving at the amount of the Performance Security Deposit.



- b) The PMA shall, within fifteen (15) days of the issuance notification of Work/ Contract award, provide a Performance Security deposit of 5% of the total contract value for the due performance of the Contract.
- c) 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.
- d) **Form of Performance Security deposit:** PSD in the form of cash will not be accepted. It may be deposited in the form of Bank Draft or Banker's Cheque. In case the amount of PSD exceeds Rupees fifteen Lacs the rest of amount against PSD may be deposited in the form of Bank Guarantee.
- e) **Refund of Performance Security deposit:** The Performance Security deposit shall be refunded after 6 months from the expiry of the contract period subject to successful completion of the assignment as mentioned in bidding document and after effecting recoveries, if any.
- f) **Forfeiture of Performance Security deposit:** Performance Security deposit shall be forfeited in the following cases: -
- i. When any terms and condition of the contract is breached.
 - ii. When the Bidder fails to commence, fails to fulfill the services obligations after partially executing the work order.
 - iii. To adjust any dues against the firm from any other contract with Rajasthan Discoms.
- g) No interest will be paid by JVVNL on the amount of earnest money and performance security deposit.
- h) Proper notice will be given to the agency with reasonable time before earnest money/ performance security deposit is forfeited.
- i) 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 agency such as severing future business relation or black listing, etc.
- j) If PSD exceeds Rupees fifteen Lacs, the rest of amount against PSD may be deposited in the form of Bank Guarantee from any scheduled Bank in the prescribed Performa on a Rajasthan State Non judicial stamp paper of Rs. 100.00 duly authenticated by the issuing Banker addressed to the Superintending Engineer [Comml.], JVVNL, Jaipur.
- k) The Bank Guarantee is to be remained valid for a period of **42 months {36 months (commencement & completion period) + 6 months (grace period for lodging any claims as admissible)}** from the date of commencement of contract and may have to be extended, if desired. It would be preferred that the vendor furnishes the bank guarantee for 42 months period at first instance but if the vendor furnishes the BG for less period (not less than 18 months at first instance) at first instance, **it will be the sole duty of vendor to get the BG extended well in time to maintain its validity as desired. JVVNL may invoke the BG without giving any information, if validity of BG expires before 42 months.**

- l) The performance guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages under clause entitled "Performance Guarantee" in section General Technical Conditions and damages stipulated in other clauses in the bid documents.
- m) The above BGs are to be furnished in whole Rupees with validity up-to last day of required calendar month. Bank commission charges or any other charges, if any, shall be to the Contractor's account.
- n) The Bank guarantee must be from any Nationalized/ Scheduled Bank having a branch at Jaipur. The vendor may furnish Bank Guarantee on stamp paper of native state provided the vendor shall furnish a certificate of Banker that the stamp duty has been paid as per prevailing rules of that state.
- o) 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.
- p) If the agency 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.
- q) If the agency 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 agency and the Earnest money deposited by the Contractor shall stand forfeited by the NIGAM.

10.0 TERMS OF PAYMENT:

- a) The PMA shall raise quarterly invoice for services rendered to the Discoms' Nodal Officer. 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.
- b) Payments shall be made promptly by the Purchaser as per the quoted rates and after submission of an invoice (in triplicate) for payment by the Bidder, and 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.
- c) All services rendered by the PMA will be verified, validated and approved by the appropriate Nodal Officer of Discoms or nominated officer before payments are released to the service provider as per the terms and conditions of the RFP.
- d) The currency or currencies in which payments shall be made to the PMA under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the selected bidder.
- f) In case of disputes, 20 % of the amount shall be withheld and will be paid only after settlement of the dispute.

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- g) Payment schedule for the bid will be on **quarterly basis** after the computation and deduction of all applicable penalties for that quarter.
- h) All expenses with respect to travelling and lodging of the man power deployed for official purpose outside of their base location of Jaipur, Ajmer or Jodhpur as the case may be, to carry out any activity shall be reimbursable by the Purchaser at per entitlement of Class I employee for project management in-charge and class II employee for other service category of JVVNL as case may be. The consultants shall have to furnish the proof of the expense along with the quarterly invoice submitted by the firm.
- i) The payment to the PMA shall be made by the Sr. Accounts Officer (CPC), JVVNL, Jaipur after fulfillment of the following contractual formalities:
- Acceptance of letter of award and signing of Contract Agreement.
 - Submission of Performance security deposit/ bank guarantee as per clause No. 6.2.16 of RFP and in the prescribed format.
- j) **All the above payments shall be released by the Sr. Accounts Officer (CPC), JVVNL, Jaipur on or after 30 days of the receipt/submission of bills and completion of other contractual formalities.**
- k) **CURRENCY OF PAYMENTS:**
All payments under the contract shall be made in Indian Rupees only.

11.0 PENALTY :

- a) 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:
- Within 1 Year- Rs. 100,000 (Rupees One hundred Thousand)
 - After 1 year- Rs. 25,000 (Rupees Twenty Five Thousand)
- b) 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.
- Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.
 - Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to liquidated damages as described in Section 6.2.16 of RFP.

12.0 CONTRACT AGREEMENT:

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 on 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

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on Rs. 5000/- Rajasthan Non Judicial Stamp Paper and signed by the authorized representative 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 contractor 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. REF Document along with all the annexures
5. Power of Attorney in favour of the signatory.

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 Rajasthan State Non-Judicial Stamp Paper of worth Rs. 100.00 shall also be furnished along with the contract documents. **No payment shall be released without execution of contract agreement as mentioned above.**

13.0 Recoveries from PMA :

- a) Recovery of liquidated damages and penalties shall be made from bills and/ or the first available opportunity.
- b) The Purchase Officer 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 the Company.
- c) 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.

13.0 Taxes :

- a) 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.
- b) If any tax exemptions, reductions, allowances or privileges may be 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.

14.0 Confidential Information :

- a) The Purchaser and the Bidder 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.
- b) The Purchaser shall not use such documents, data, and other information received from the Agency for any purposes unrelated to the Contract. Similarly, the Agency 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.

- c) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
- i. the Purchaser or Agency need to share with the JVNL or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. 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
 - iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- d) 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. .
- e) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

15.0 Extension in Delivery Period and Liquidated Damages (LD) :

- a) Except as provided under clause "Force Majeure", if the Agency 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".
- b) 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.
- c) The service provider shall request in writing to CMC giving reasons for extending the deployment period of manpower 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.
- d) The CMC 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.
- e) Normally, extension in deployment of manpower in following circumstances may be considered without liquidated damages:

- When delay has occurred due to occurrence of some unfortunate event to any of the selected manpower
 - When delay has occurred due to resignation of the selected manpower or accident or demise etc.
- f) 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.
- g) 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 :

No	Condition	LD as % of amount of quarterly payment due
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 Agency 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.

16.0 Limitation of Liability :

Except in cases of gross negligence or willful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Agency to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the Agency to the Purchaser, whether under the Contract, in tort, 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.

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17.0 Changes 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 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".

18.0 Force Majeure :

- a) 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 it is delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) 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.
- c) 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.
- d) 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.
- e) In case a Force Majeure situation occurs with the JVVNL, the JVVNL may take the case with the contractor on similar lines.

19.0 Change Orders and Contract Amendments :

- a) The Purchaser 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.
- b) 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.

- c) 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.

20.0 Termination

20.1 Termination for Default

- i. 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: -
 - a. 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.
 - b. 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
 - c. 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.
 - d. If the contractor commits breach of any condition of the contract.
- ii. 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.
- iii. 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.

20.2 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.

20.3 Termination for Convenience :

- i. 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.
- ii. 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.

21.0 Settlement of Disputes :

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

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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.

Standing Committee for Settlement of 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 same shall be submitted for the decision of tender sanctioning Procurement Committee agreed by the decision of above procurement committee, it shall be referred to the empowered standing committee for decision. The standing committee shall consist of following members, provided that there shall be at least one Director (Finance) : -

- Chairman of Board of Directors of JVVNL : Chairman
- Managing Director/Whole time Director, JVVNL : Member
- Managing Director/Whole Time Director, AVVNL : Member
- Managing Director/Whole Time Director, JdVVNL : Member
- A Legal Expert to be nominated by the Chairman : Member

Procedure for reference to the Standing Committee:

The PMA shall present his representation to the Managing Director, JVVNL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lac, within three months from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the contractor shall prepare a reply of representation and shall represent the JVVNL's stand before the standing committee. From the side of the contractor, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the contractor and JVVNL. The standing committee, if it so decides, may refer the matter to the Board of Directors of JVVNL for further decision.

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, after decision of the standing committee for settlement of disputes.

22.0 Special Conditions of the Order

22.1 Resource Replacement

a) 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:

- i. The new resource (replacing resource) will be accepted by the purchaser only if he fulfills the minimum eligibility criteria as per RFP and scores at least the same marks as the resource being replaced.

- ii. 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) of RFP. Then the service provider will be paid $7/8$ times for the replacing resource i.e. $7/8 * X$

- o 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 6.2.23 of RFP.
- o 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 6.3 of RFP).

b) 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, the terms and conditions mentioned in clause 6.4.2 (b) of RFP will apply.

- c) The new resource (replacing resource) will be accepted by the purchaser only if he fulfills the minimum eligibility criteria as per RFP and scores at least the same marks as the resource being replaced. In case of replacements, the terms and conditions mentioned in clause 6.4.2 (b) of RFP will apply.
- d) The outgoing resource would complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (JVVNL).

23.0 OTHER TERMS & CONDITIONS:

All other terms and conditions, which have not been included in this letter of award of contract but are mentioned in the governing specifications of TN- 01, shall deemed to be included in this letter of award of contract.

24.0 GENERAL:

- (I) All general correspondence shall be addressed to the Superintending Engineer (Comm.), Vidyut Bhawan, Jaipur Vidyut Vitran Nigam Limited, Jaipur 302005

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- (II) All correspondence related with the execution of the work shall be addressed to Superintending Engineer (MIS), Vidyut Bhawan, Jaipur Vidyut Vitran Nigam Limited, Jaipur- 302005
- (II) All correspondence regarding bills, payment etc. shall be addressed to the Senior Accounts Officer (CPC), Jaipur Vidyut Vitran Nigam Limited, Jaipur with copy to the Superintending Engineer (Comml.), JVVNL, Jaipur.

25.0 ACCEPTANCE OF CONTRACT:

The letter of award of contract being forwarded out of which one set will be signed (each page) by your signing authorized representative in token of his accepting the contract and returned to this office within 15 days of its issue, failing which it will be presumed that the terms and conditions incorporated in the order are acceptable to the you. Kindly acknowledge the receipt of this letter of award of contract.

(A. K. Singh)
Superintending Engineer (Comml.)

Copy submitted/forwarded to the following for information and necessary action.

1. The Chief Engineer (PPM/O&M), Jaipur Discom, Jaipur
2. The Chief Engineer (Commercial), Ajmer Discom, Ajmer
3. The Chief Engineer(Commercial & Plan), Jodhpur Discom, Jodhpur
4. The TA to Chairman Discom, Jaipur
5. The TA to MD, Ajmer Discom, Jodhpur Discom, Ajmer, Jodhpur
6. The TA to Director (Tech.), JVVNL, AVVNL, JdVVNL, Jaipur, Ajmer, Jodhpur
7. The PA to Director(Fin.), JVVNL, AVVNL, JdVVNL, Jaipur, Ajmer, Jodhpur
8. The PA to Principal Secretary (Energy), Govt. of Rajasthan, Jaipur
9. The Chief Accounts Officer (IA/FM-W&M/Control), Jaipur Discom, Jaipur .
10. The Superintending Engineer (MIS/TW), Jaipur Discom, Jaipur.
11. The Sr. AO. (CPC), Jaipur Discom, Jaipur.
12. The Accounts Officer (Cash), Jaipur Discom, Jaipur.
13. The Resident Audit Officer, Old Power House Premises, Jaipur.
14. The Income Tax Officer (IB), O/O DDI, Jaipur.
15. The Commissioner, Commercial Taxes Deptt., Govt. of Rajasthan, Statue Circle, Jaipur.

Superintending Engineer (Comml.)

25/8/15