

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		10-06-2024 10:38:26
Tender Code	EE/NERUL/TENDER/T-1/2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	contract of Monthly Meter Reading through CMRI, Bill printing & bill distribution of LT-II and LT-V Consumers under O & M Division Nerul	
Estimated Cost (In Lakhs)	47.1	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	2500	
GST In INR (@18% on Tender Fee: SAC No.	450	
Total Tender Fee Amount including GST in INR.	2950	
Contact	Mr J D Ambade , 9930269515 ,eenerul@gmail.com	
Pre-Qualifying Req	as per Section I, Instructions to bidders, A-General clause no. 2.2 of tender and qualifying requirements	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Technical	
Office Type	DIVISION	
Location Type	Nerul Division	
Designation	Additional Executive Engineer(Distribution)	
Pre-Bid Meeting Address	THE EXECUTIVE ENGINEER, MSEDCL, 1ST FLOOR, 33 / 11 KV S/S, OPP. NRI COMPLEX, PALM BEACH ROAD, NERUL, NAVI MUMBAI – 400 706	
Bid Opening Address	https://etender.mahadiscom.in/eatApp/	
Version No	1	
Call for Deviation	NO	
Is Annexure C1 Applicable	NA	
Is Manufacturer Applicable	NO	
Is Trader Applicable	NO	
Minimum % of Offered Quantity	NA	
Is Power Supplier Applicable	NO	
Tender Sale Start Date	10-06-2024 11:00	
Tender Sale End Date	17-06-2024 12:00	
Bid Start Date	10-06-2024 11:30	
Bid End Date	17-06-2024 14:00	
Pre-Bid Meeting Date	12-06-2024 14:30	

Techno-Commercial Bid opening on	17-06-2024 15:00
Price Bid opening on	Will be declared later
Annexure C1 Opening Date	NA
Winner Selection Date	Will be declared later
Can Bidder Opt EMD Exemption	Y



TENDER NO. EE/NERUL/TENDER/T-1/2024-25

TENDER FOR

**Contract for Monthly Meter Reading through CMRI,
Bill printing & Bill Distribution of LT-II and LT-V
Consumers**

UNDER (O&M) DIVISION, Nerul

**Maharashtra State Electricity Distribution Co. Ltd.
O&M Division, Nerul**

OFFICE OF THE EXECUTIVE ENGINEER
MSEDCL, 1ST Floor, 33/11 KV S/S, Sector-50,
Opp. NRI Complex, Palm Beach Road,
Nerul, Navi Mumbai – 400 706.
Tel . No.s :- 022-27724349, 27701183
E-mail:-eenerul@ho.mahadiscom.in,@gmail.com

Seal & Signature of the Tenderer



O & M NERUL DIVISION

1. **Tender No.** : **EE/NERUL/TENDER/T-1/2024-25**
2. **Subject** : **Contract for Monthly Meter Reading through CMRI, Bill printing & Bill Distribution of LT-II and LT-V Consumers.**
3. **Type of Bid** : **Two Bid**
4. **Estimated cost of Work** : **Rs. 47,10,000/- (Rs. Forty Seven Lakhs Ten Thousand only)**
5. **Earnest Money Deposit** : **Rs. 47,100/- (Rs. Forty Seven Thousand One Hundred only)**
6. **Date of Issue of Tender** : **10.06.2024**
7. **Last date of Sale of Tender** : **17.06.2024**
8. **Last date of submission of Tender** : **17.06.2024 up to 14.00 Hrs**
9. **Probable date of Opening of Technical Bid** : **17.06.2024 at 15.00 Hrs.**
10. **Probable date of Opening of Commercial Bid** : **19.06.2024 at 14.00 Hrs. (if possible)**
11. **Cost of Tender** : **Rs. 2500 /- + 18% GST = Rs. 2950/- (Rs. Two Thousand Nine Hundred Fifty only) (Non Refundable)**
14. **Validity Of the Offer** : **180 Days from the date of opening of the Tender up to & including last day of the month.**

**Executive Engineer
MSEDCL, Nerul Division**

Seal & Signature of the Tenderer

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.**O & M DIVISION, NERUL****TENDER NO. EE/NERUL/TENDER/T-1/2024-25**

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VOLUME-I
SECTION -1
INSTRUCTIONS TO BIDDERS

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SECTION 1 INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Bid

1.1 The Executive Engineer, Nerul Division, (also referred to as “the Employer” or “Purchaser” in these documents) invites bids from eligible bidders through E-Tendering process for the contract of Monthly Meter Reading through CMRI, Bill printing & bill distribution of LT-II and LT-V Consumers under O & M Division Nerul as defined in the bid document on, “Turnkey basis”.

Sr. No.	Tender Number	Area	Project Title	Completion Period	Estimated Cost/Value (Rs lakhs)
1	EE/NERUL/TENDER/T-1/2024-25	Nerul Dn	1. Contract of Monthly Meter Reading, bill printing & bill distribution of LT-II and LT-V Consumers through CMRI under O & M Division Nerul 2. Contract of Monthly Meter Reading, bill printing & bill distribution of LT-II and LT-V Consumers manually ; which are not communicated through CMRI under O & M Division Nerul	12 months	47.10

1.1.1. The works are to be carried out at various sites under Nerul Dn, Navi Mumbai. For convenience works are grouped as Sub Division wise. Bidder is expected to start the works simultaneously in all Sub divisions as per instructions mentioned in the bid. All bids shall be prepared and submitted strictly in accordance with these instructions.

1.1.2 The period of contract shall be for 12 months from the date Letter of Acceptance (LOA)/ work order OR up to the contract amount gets exhausted whichever is earlier.

1.1.3 Bid not covering entire scope of the project shall be treated as incomplete and hence, are liable for rejection.

1.1.4 **As this is the E-Tender, no hard copy will be accepted.** The complete bid is available on our website <http://works.mahadiscom.in/eTender/etender> & bids shall be submitted through E-Tendering process only.

2.0 Qualification of the Bidder

2.1 This invitation for Bid is open to eligible bidders.

2.2 Qualifying Requirements

2.2.1 The bidder shall furnish, as a part of his bid, an EMD for the amount of 1 % (One) of estimated value, in the form of Demand Draft/ Pay order/ Bank Guarantee. The bidder shall upload the copy of EMD & Tender fee on our site. The bidder should submit the original EMD & Tender fee to our office i.e. at the **OFFICE OF THE EXECUTIVE ENGINEER** MSEDCL, 1ST Floor, 33/11 KV S/S, Sector-50, Opp. NRI Complex, Palm Beach Road, Nerul, Navi Mumbai on or before the due date & time of submission of bid; otherwise the offer shall be rejected.

For EMD exemptions :- For claiming EMD exemption bidder will have to attach necessary circulars / documents before 5 days of the submission date of bid. For this prior approval should be taken from the tendering authority.

2.2.2 Experience –

2.2.2.1 Specific Experience:-

The bidder should have previous CMRI & Bill distribution experience for at least 50% of total no. of consumers of division per month for complete one year in last three financial years. In case of JV, any partner or both the partners together shall satisfy the experience.

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2.2.2.2 General Experience:- The Bidder should have executed either

- (i) one work order/contract (denotes executed only) equivalent to at least 15% of the estimated cost of the tender or
- (ii) two work orders/contracts (denote executed only) together equivalent to at least 20% of the estimated cost of the tender, or
- (iii) three work orders/contracts (denote executed only) together equivalent to at least 25% of the estimated cost of the tender in any sector, during the last preceding five financial years (Bidder should note that the actual value of works executed during the preceding five financial years mentioned herein shall only be considered)

(Information provided by the contractor with regards to the qualifying requirements stated in clause No. 2.2.2 above needs to be supported by **satisfactory work completion certificate issued by the office not below the rank of Executive Engineer.**) Bidder will have to provide the lists of orders in hand as well as jobs not undertaken by him though awarded to him by other divisions.

The bidder should have 2 years meter reading experience through CMRI & Bill distribution during last 3 financial years with above mentioned condition.

(iv) Bid submitted by a Joint Venture (JV) having not more than two partners with one partner as lead partner (whether Proprietary, Partnership, Private Limited or Limited, Registered Co-operative societies, etc.) with independent or joint past experience of carrying out work of Meter Reading, Bill Printing & Distribution. Bidder should submit documentary evidence of registered office Address or Principal place of Business. Upon Award of work in Tender, the Bidder will agree to set up an office anywhere within the Subdivision/Division for carrying out the Tender work. **One of the member of the JV firm shall be its Lead partner who shall have a majority at least 51% share of interest in the JV firm. The other members shall have a share of not less than 20%.** Both partners in Joint venture shall be jointly and severally liable for execution of contract as per terms and conditions of Tender.

2.2.3 The Bidder should have average annual turnover of last 03 financial years should be 30% of the Bid value. In case of JV, Lead partner and other partner should jointly and together meet Turnover requirement.

2.2.4 Required Documents:

Following qualifications are considered as essential for each bidder:

1. Bidder shall upload the following documents along with the e-tender otherwise the offer of the bidder will be considered as non responsive

1. Receipts towards **Tender Fee**
2. Receipts towards **E.M.D.** as per clause no.2.2.1.
3. Tender documents duly signed and firm seal / stamp
4. **Experience certificates** as per clause no.2.2.2.
5. Valid Registration under **shop & establishment Act**
6. Valid **Electrical Contractor's License.**
7. Registration under **Provident Fund Act**
8. Registration under **employee Insurance Act (ESI)**
9. Valid Registered establishment license from **Assistant Commissioner of Labour under** section XII [2] of the contract labour act 1970 and Maharashtra labour contract regulation and license act 1971 as under
 - a. Copy of the labour license against the earlier executed work orders for providing manpower
 - b. Labour license will not be mandatory for the contractor providing 20 or less labours in a year.
 - c. Contractor shall provide copy of the labour license within 60 days from the date of award of contract against this tender.
10. Registration under **GST.**
11. **Annexure I, II, III, IV, V, VI, VII**
12. Annual Turnover certificate along with positive net worth for last 3 financial years duly signed by CA
13. Photocopy of PAN.
14. IT returns filed for last 3 financial years along with balance sheet duly signed by CA
15. Information and list of working staff
16. **The bidders having Registered Office Setup along with Staff in Mumbai and Navi Mumbai Metropolitan area will be considered. The Registered Office Setup will be inspected by the Competent Authority or his representative, if required.**

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17. Terms & conditions for Unemployed co operative services (Berojgar Seva Sahakari Sanstha/ Lokseva) will be applicable as per the circulars/guidelines from Govt. Of Maharashtra & MSEDCL

2.2.5 Information provided by the contractor with regards to the qualifying requirements need to be supported by mandate letters, completion certificates, WIP certificates from the respective clients.

2.2.6 The Bidder must satisfactorily demonstrate that he has adequate financial capacity to undertake the Works, including access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credits and other financial means other than contractual payments – to meet (i) a cash flow requirement of at least 10 % (Ten percent) of the Estimated cost of the Works, as well as (ii) the overall cash flow requirements for this contract and its other current works commitments.

(a) In Order to be eligible for award of more than one Contract, bidders who submit bids for two or more contract will be required to demonstrate that:

- i. Their cumulative Turnover for the last three financial years is at least equivalent to the sum of the Estimated Cost of the works for all Contracts taken together.
- ii. Their total Net Worth, as set forth, is not less than 20% (twenty percent) of the Estimated Cost of the works for all Contracts taken together: and
- iii. They have adequate Working Capital and access to financial resources to meet a cash flow requirement of at least 10 % (ten percent) of the total Estimated Cost of the Works for all Contracts taken together, considering the overall cash flow requirement for its other current works commitments.

(b) In the event that bidder is found to be the lowest evaluated responsive bidder on more than one Contract but that it does not have sufficient Turnover, Net Worth or Working Capital available to satisfy the financial requirements for award of all contracts, then the employer will have the right to award only that contract (or those contracts, if more than one) for which the bidder qualifies and which promises to confer the greatest benefit to the Employer.

2.2.7 Sub-Contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

2.2.8 Meter Manufacturers whose meters are installed in MSEDCL or their **sister concerns shall not bid for this activity as MSEDCL intends to analyze the meter data through a third party, with no bias for any manufacturer.**

2.3 Additional documents to be submitted along with the Bid

The bidders shall include the following information and documents with their bids.

- a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the Authorized signatory of the bid to commit the bidder.
- b) Total annual turnover of work performed by the bidder in his name (not by any other company whose name has subsequently been changed so as to form the current bidder) in each of the last three years. The annual turnover of manufacturing activity, of any, being ventures by the bidder as shown separately for the last three years.
- c) Experience in executing similar contract (nature and volume) for each of the last Three Years and details of work in hand and contractual commitment, clients who may be contacted for further information on those contracts.
- d) Major items of equipment proposed for carrying out the contract.
- e) Qualifications and experience of key site management and technical personnel proposed for the contract.
- f) Reports on the financial standing of the bidder, such as profit and loss statements and auditor's reports for the past three years.
- g) Evidence of adequacy of working capital for this Contract, i.e. evidence of access to line(s) of credit and availability of other financial resources.
- h) Authority to seek reference from the bidder's bankers.
- i) Submit information regarding any current litigation in which the bidder is involved, the parties concerned, and disputed amount. **If any bidder hides this information, such bidder will be disqualified / terminate at any stage for the tender.**
- j) If FIR is already lodged by any office of MSEDCL on any bidder/ agency, such bidder/agency may be disqualify for the tender** as deem fit by MSEDCL/competent authority.

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k) A statement establishing that the bidder and his sub Contractors are not associated, nor has been associated in the past, directly or indirectly with the Expert or any other entity having prepared the design, specifications and other bidding documents for the project or being proposed as Engineer for the Contract.

l) Whenever works defined comprise the contract of Monthly Meter Reading, bill printing & bill distribution of LT-II and LT-V Consumers through CMRI under O & M Division Nerul as defined in the bid document, on "Turnkey basis", the Contractor must provide details of actual execution of such works.

2.3 Sub Contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria or companies taken over by him.

2.5 It shall be explicitly noted that the requirements/criteria covered under above Clauses shall strictly apply to the Bidder offering the bid and not to his associated companies or group companies or companies taken over by him.

2.6 Right to relax any of the prequalifying conditions in the interest of organization is kept reserved by MSEDCL.

2.7 One of the member of the JV firm shall be its Lead partner who shall have a majority at least 51% share of interest in the JV firm. The other members shall have a share of not less than 20%. Both partners in Joint venture shall be jointly and severally liable for execution of contract as per terms and conditions of Tender.

3.0 One Bid per Bidder

Each bidder shall submit only one bid against the tender either by himself.

4.0 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

5.0 Site Visit

5.1 Information about works given in bidding documents is purely tentative one and may change during actual execution as per site requirements. The sites are mostly situated in urban areas. The bidder is advised to visit and examine the sites of Works and their surroundings and obtain for himself, at his own risk & cost, all information that may be necessary for preparing the bid and entering into a contract for the Works. The costs of visiting the Sites shall be at the bidder's own expense. The sites selected may vary due to the encumbrance at present installation to the Employer. The changes/variations of any of proposed sites would not confer right for the extra additional claims.

5.2 The Employer will not entertain any claim at any stage from the bidder on the plea of having him not acquainted sufficiently to the site conditions.

B. Bidding Documents

6.0 Content of Bidding Documents

6.1 The set of bidding documents comprises the documents in the table below and any Addenda issued in accordance with Clause 9:

Invitation for Bids

VOLUME I

Section 1: Instructions to Bidder

Section 2: Conditions of Contract.

Section 3: Sample Forms of Bid, Qualification information Letter of Acceptance, Securities, Contract Agreement, Bid Security, Bank Guarantee Performance Security, and Payment Application.

Section 4: Contract Data.

6.2 Bidders shall have to submit all the bidding documents, completely filled in and signed with seal in token of acceptance, as applicable, without deviating from the format and content.

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6.3 The Bidder is expected to examine all instructions, terms and conditions, forms and specifications in bidding document and fully inform himself as to all the conditions and matters which may in any way affect the works or the cost thereof.

6.4 Further, failure to furnish all information required by the bid document or submission of a bid not substantially responsive to the bidding document in every respect will be at the bidder's risk and may result in the rejection of his bid.

7.0 Clarification of Bidding Documents

7.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter, "cable" includes telex and Tele-Fax) at the Employer's address indicated in the Invitation for Bid.

7.2 The Employer will respond to any such request for clarification, which he receives up-to 03 days prior to the deadline for submission of this. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents including a description of the enquiry but without identifying its source.

7.3 Request for clarification or any delay in complying with such request by the Employer, shall not in any way affect the obligation on the part of the bidder to send the complete bid by the deadline indicated.

7.4 Immediately upon submission of the bidding document, the prospective bidder shall inform the Employer the details as given below to facilitate the process of clarification.

- a) Name of Bidder and contact person**
- b) Detailed address; and**
- c) Telephone, Tele-Fax numbers.**

8.0 Amendment of Bidding Documents

8.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

8.2 Any addendum thus issued shall form part of the bidding documents and shall be communicated on our website.

8.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids by a **maximum period of 7 days**.

C. Preparation of Bids

9.0 Language of Bid

9.1 All documents relating to the bid shall be in the English language only.

10.0 Documents Comprising the Bid

10.1 The Bid submitted by the bidder shall comprise the following.

- a) Bid Form and Qualification Information Form and Documents
- b) Appropriate Bid Security in Original
- c) Price Activity Schedules and other Schedules.
- d) Information on eligibility and qualification as detailed under Clauses of section 1 Volume-I above, be completed and submitted by Bidders in accordance with these instructions.

11.0 Bid Prices

11.1 Unless stated otherwise in the bidding documents, the Contract shall be for the project defined as "the Works", as described in Sub-Clause 1.1 of Section 1 of this volume I.

11.2 The bidder shall fill in the rates and prices for all items of the Works as described in the list in the Schedules.

11.3 Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Activity Schedule.

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11.4 Items not indicated in the schedule but are required as part of equipment / work shall also be deemed to have been covered by the rates and prices in the activity schedule.

11.5 The Bid price shall include all taxes and duties inclusive of Income Tax etc. whatsoever, and the Employer shall not be liable for payment for any such taxes and duties as may be applicable as per Indian Law. **Bidder may quote GST extra as applicable as per prevailing laws. Otherwise, it will be presumed that prices quoted are inclusive of GST.** All statutory duties (including excise or customs), taxes and other levies payable by the Contractor under the Contract, or for any other cause, shall be indicated equipment / material wise separately in details in the Bid submitted by the bidder. The bid price shall include the cost of charges for obtaining any permit or license.

11.6 **Discount offered, if any shall be prominently indicated on the Bid Form.**

11.7 As regards Indian Income Tax, surcharge on Income Tax and any other Corporate Tax, the Employer shall not bear any tax liability whatsoever irrespective of the mode of contracting. The bidder shall be liable and responsible for payment of such taxes, if attracted under the provisions of Indian law. **As per the rules I.T. should be deducted at source by MSEDCL. However IT deductions at source as per Income Tax rules will be made.**

11.8 Statutory deductions will be made as par prevailing applicable rules.

11.8.1 100% payment towards newly introduced taxes, duties and statutory variations, subsequent to the date of submission of the bid, by the Central or the State Govt. applicable in respect of subject tender shall be reimbursed to the contractor only against due documentary proof.

11.8.2 **However, in case of reduction/abolition of any taxes, duties, levies, etc. by the Central or the State Govt. during the currency of contract, the benefit of the same shall be passed on to the employer.** Activity wise price quoted by the bidder /total activity wise average price quoted will be considered for rate comparison.

11.9 **Relevant provisions under Indian laws / Acts for P.F., Labour Contract, and any other Law/ Act as may be applicable to the works under this contract will be applicable though not mentioned specifically in above list.**

11.10 The Bid price quoted by the Bidder shall be firm and not subject to price variation during the subsistence of the contract on account of cost escalation, changes in taxes etc by appropriate authority.

11.11 **The contract is to be treated as a non-divisible contract, which includes all applicable taxes, duties, etc. as indicated above and no concessional forms such as 'E', 'C' etc. will be issued to the contractor.**

11.12 In the event of any changes on account of value added tax by Govt. after the date of submission of the Bid till the commencing of contract, the benefit out of such change shall be passed on to either of the parties.

12.0 Currencies of Bid and Payment

12.1 The price for the project shall be quoted by the Bidder entirely in Indian Rupees.

13.0 Bid Validity

13.1 Bids shall remain valid for a period of 180 days from date of opening of the bid up to & including the last day of the month.

13.2 In exceptional circumstances, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension, and in compliance with Clause 14 in all respects.

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14.0 EMD

14.1 The bidder shall furnish, as a part of his bid, an EMD for the amount of 1 % (One) of estimated tender value, in the prescribed format to this office.

14.2 EMD amount shall be paid only in demand draft / Banker's cheque of Nationalize/ Schedule Bank/Bank Guarantee (B.G.). The Demand Draft/Banker's cheque shall be issued in favour of Maharashtra State Electricity Distribution Co. Ltd., Payable at Nerul. The EMD in the form of a **bank guarantee** shall be **from a Nationalized/Scheduled bank having branch in the Maharashtra State. The format of the bank guarantee shall be in accordance with the sample form of EMD enclosed in Section 3.** Bank guarantee issued, as security for the bid shall be valid till the validity of the bid plus 30 days. If the EMD is in the form of B.G. then same shall be submitted to the Dy. Manager (F&A) (II) of Nerul Division for acceptance. **For EMD exemptions :- For claiming EMD exemption bidder will have to attach necessary circulars / documents before 5 days of the submission date of bid. For this prior approval should be taken from the tendering authority.**

14.3 Any bid not accompanied by an original Bid Form and adequate EMD with correct bid reference in original shall be rejected by the Employer. The bid shall also be rejected if the bidder does not comply with the provisions of clause 14.2 above.

14.4 The EMD of unsuccessful bidders will be returned after the finalization of the tender & on submission of original money receipts.

14.5 The EMD of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required performance security.

14.6 The EMD will be forfeited in case of any of the following: -

- a) If the bidder withdraws his bid during the period of bid validity,
- b) If the bidder does not accept the correction of his bid price pursuant to Clause no 25
- c) If the successful bidder fails within the specified time limit to
 - i) Sign the Contract Agreement
 - ii) Furnish the required performance security Bank guarantee towards EMD shall be kept valid for a period up to and including 30 days after the deadline of bid validity.

15.0 Alternative Proposals by Bidders

15.1 Bidders shall submit offers, which comply with the requirements of the bidding documents. Alternative proposals shall not be considered.

16.0 Format and signing of Bids.

The bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections.

D. Submission of Bids

17.0 Sealing and Marking of Bids.

The Bid shall be submitted to the MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED as per the E-tendering process. **As this is the E-Tender, no hard copy will be accepted from the bidder. Bidder shall upload the required documents by scanning from the original documents.** Bid shall be submitted in two parts (i.e. Technical & Commercial) containing documents stated below: -

17.1 Volume -I, copy of the receipt of the purchase of the bid, EMD (Sample Form C), Bid form (Sample Form A), Power of Attorney in favour of the signatory, including other relevant authorization signature as required under the bid document. Sample form 'B' & qualification requirement mentioned in bidding documents.

Commercial offers (Volume-II) including priced activity schedule and other relevant information in accordance with the requirement of the bid document.

18.0 Deadline for Submission of Bids

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18.1 Bid must be uploaded not later than 15.00 hours on date **17.06.2024**

Last Date of Bid Submission

Bid opening Date (Tech)

17.06.2024

17.06.2024

Up to 14.00 Hrs

at 15.00 Hrs

18.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8. The Employer also reserves the right to extend the bid submission date without assigning any reason. In such case(s) all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

19.0 Modification and Withdrawal of Bids.

Withdrawal of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in the Form of Bid will result in the forfeiture of the bid security pursuant to Clause 14.6.

E. Bid Opening and Evaluation

20.0 Bid Opening

20.1 The Employer will open the bid electronically as per the procedure of E-tendering in the presence of the bidder's representatives online who choose to attend on **15.00 hours on date 17.06.2024**. If the bidder or his representative fails to attend the online opening, the bids will be opened as per schedule by the employer.

20.2 Bidder himself or his representative with authority letter must be present along with original documents, which will be verified at the time of opening of tenders. If the bidder himself or his representative is not present at the time of opening of tenders, then he has to produce all original documents to this office after intimation by cable or message or by letter within the time limit specified. If failed to produce all original documents for any reason, commercial offer will not be opened.

20.3 The bidders' name, bid modifications and withdrawals, the presence or absence of EMD, and other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening of Technical Bids.

20.4 The Employer will examine the document under Technical bid in accordance with the requirements with the bid document. If any of the documents under Envelope-I is found to be not complying with the requirement of the bid document, the bid will be considered as non-responsive. Commercial offer of the corresponding bid will not be opened for further evaluation.

20.5 The responsive bidders of the technical offer shall be notified by the Employer to attend the opening of the commercial offer of the bids.

20.6 The procedures stated in clause No. 21.1 to 21.4 shall be followed for opening of the commercial bids, including modifications made pursuant to Clause 21. Employer will announce the bid price, any discount, bid modifications and withdrawals and such other details, as the Employer may consider appropriate, at the time of opening of envelope of the bids.

21.0 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to pressurizing tactics by any source and influence the Employer's processing of bids or award decisions shall result in the rejection of his bid.

22.0 Clarification of Bids.

To assist in the examination, evaluation and comparison of bids the Employer may, at his discretion, ask any bidder for clarification of his bid, including the prices in the Activity Schedules. The request for clarification and the response shall be in writing or by cable, but no change in price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 25.

23.0 Examination of Bids and Determination of Substantial Responsiveness.

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23.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) Meets the eligibility criteria (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents; and (e) provides any clarification and/or substantiation that the Employer may require.

23.2 A substantially responsive bid is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality of performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract' or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

23.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

24.0 Correction of Errors

24.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. The Employer will correct errors as follows: where there is a discrepancy between the amounts in figures and in words, the amount whichever is lower will govern.

24.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid shall be rejected and the bid security will be forfeited in accordance with sub clause 14.6 (b).

25.0 Prohibition for Post tender Correspondence.

25.1 The Bidder should note that no correspondence shall be entertained or considered after the due date and time of submission of tender unless otherwise sought by the Employer.

25.2 The bids shall be deemed to be under consideration immediately after those are opened and until such time official intimation of award / rejection is made by the Employer to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Employer and / or his employees / representatives on matters related to the bid under consideration. The Employer if necessary shall obtain clarifications on the bid by requesting for such information from any or all bidders in writing as may be necessary.

F. Award of Contract.

26.0 Award Criteria Subject to Clause 28, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined a) to be eligible in accordance with provisions of Clause 2, and (b) qualified in accordance with provisions of Clause 3.

27.0 Employer's right to accept or reject any or All Bid(s).

27.1 Notwithstanding Clause 27, the Employer reserves the right to accept or reject any or all bid(s), and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for the Employer's action.

27.2 The Employer does not bind himself to accept the lowest or any bid, neither will any reason be assigned for the rejection or part of bid. It is also not binding on the Employer to disclose any analysis report on bids.

27.3 Matching of Lowest Rate Option: If required the eligible bidder who will agree to match the lowest acceptable rate against the tender may be considered for award of contract as per his capacity & requirement of MSEDCL. The maximum work will be allotted to L1 and if required the work will be allotted to other bidders who will agree to match the lowest acceptable rate against the tender. All rights of allocation of work are reserved with The Executive Engineer, O&M Dn Nerul.

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28.0 Notification of Award

28.1 Prior to the expiration of bid validity prescribed by the Employer, the Employer will notify the successful bidder by cable confirmed by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). Such letter of Acceptance will be deemed to have been accepted if not otherwise specifically acknowledged by the Contractor **within 7 days** from date of receipt.

28.2 The notification of the award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause 33 of section ZII and signing of agreement.

28.3 The successful Bidder shall execute contract agreement as per the proforma attached

28.4 Upon furnishing by the successful bidder of a performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

29.0 Agreement

In the event of acceptance of particular bid for award of Contract such successful bidder has to execute contract Agreement as per attached form E within **fifteen days period** from the date of LOA/ Detail order whichever is issued earlier.

30.0 DETAILS: CONFIDENTIAL.

The Contractor shall treat the contract and everything contained therein as private and confidential. In particular, the Contractor shall not publish any information, drawings or photograph concerning the works and shall not use the sites for the purpose of advertising except with written consent of the Executive Engineer, MSEDCL, Nerul Division and subject to terms and conditions as he may prescribe.

31.0 DEDUCTION FROM TOTAL CONTRACT PRICE.

The employer shall claim all costs; damages or expenses that the employer may have paid for which under the contract the contractor are liable. The employer to the contractor shall bill all such claims regularly as and when they fall due. Such bills shall be supported by appropriate documents or explanation, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within 15 days of the receipt of the corresponding bills and if not paid by the contractor within the said period the employer may then deduct the amount from any moneys due or becoming due by him to the contractor under this contract or any other contract. The amounts may be recovered by the action of law or otherwise if the contractor fails to satisfy the employer of such claims.

32.0 Check List:

The bidder shall give a checklist of documents/schedules enclosed with his Bid in the covering pages(s) for respective parts for quick check of the enclosures. **A complete checklist shall be enclosed with each copy of the bid documents.** Technical/commercial deviations, if any, for each specification volume/section should be given in the enclosed respective schedules and except for the deviations given therein it shall be construed that the Bidder shall comply completely with all the other requirements.

33.0 Corrupt or Fraudulent Practices

The Maharashtra State Electricity Distribution Company Ltd. and the State require that bidders/ suppliers/ contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, MSEDCL:

(a) Defines for the purposes of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at

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artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an MSEDCL contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an MSEDCL contract.

34.0 Conflict of Interest

All bidders found to be in conflict of Interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in bidding process if they

1. Have controlling share holders in common or
2. Receive or have receive in direct/indirect subsidy from any of them or
3. Have same legal representative for the purpose of bid or
4. Have relationship with each other, directly or through common third parties, that put them in a position to have access to information about or influence on bid of another bidder or influence the decision of the employer regarding bidding process or
5. The above condition is required to check the fair competition is in tendering process.

35.0 Arbitration

35.1 The matters to be determined by the Superintending Engineer, (S.E.):-

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the S.E and the S.E shall (within 120 days) after receipt of the contractor's representation make and notify decisions of all matters referred to by the contractor in writing.

- I. Demand for Arbitration: In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, the dispute or difference on any account or as to the withholding by MSEDCL of any certificate to which the contractor may claim to be entitled to, or if the S.E. fails to make a decision within 120 days then and in any such case the contractor after 120 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred to arbitration. Such a demand shall be made to the Chief Engineer concerned.
- II. The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute (s) or difference (s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference.
 - (a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the MSEDCL.
 - (b) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
 - (c) The MSEDCL shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from the Tribunal thereafter unless otherwise extension has been granted by the Tribunal.
- III. No new claim shall be added during the proceedings by either party. However a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- IV. If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the MSEDCL, that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the MSEDCL shall be discharged and released of all liabilities under the contract in respect of these claims.

35.2 Obligation during tendency of Arbitration:

Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the MSEDCL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should be continued during arbitration proceedings.

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- (i) In cases where the total value of all claims in question added together does not exceed Rs. 15,00,000/- (Rupees Fifteen Lakhs) the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be either the S.E. of the MSEDCL or serving or retired officer of the MSEDCL/Government not below the grade of S.E or equivalent nominated by the Managing Director of the MSEDCL in that behalf. The Sole Arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the MSEDCL.
- (ii) In cases the value of the claim exceeds Rs. 15,00,000/- (Rupees Fifteen Lakhs) as above, the Arbitral Tribunal shall consist of panel of 3 serving or retired officers of MSEDCL/Govt. not below the grade of C.E./General Manager (F&A) as the Arbitrators. For this purpose, the MSEDCL will send a panel of more than 3 names of arbitrators of one or more department of the MSEDCL/Govt. to the contractor who will be asked to suggest to the Managing Director at least 2 names for appointment as contractor's nominee. The Managing Director shall appoint at least one of them as the contractor's nominee and will also appoint the remaining arbitrators either from the panel or from outside the panel, duly indicating the presiding arbitrator from amongst the three (3) arbitrators so appointed. While nominating arbitrators, it will be necessary to ensure that one of them is or has worked in Accounts department.
- (iii) If one or more arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Managing Director fails to act without undue delay, the Managing Director shall appoint new arbitrators to act in his/their place in the same manner in which the earlier arbitrator/s had been appointed. Such reconstituted Tribunal, may, as its discretion proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- (iv) The Tribunal shall have powers to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.
- (v) While appointing arbitrator (s) as above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as MSEDCL's servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings or the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- (vi) Arbitral award shall state item-wise, the sum and reasons upon which it is based.
- (vii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and Interpretation of specific point of award to tribunal within 30 days of receipt of the award.
- (viii) A party may apply to Tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings, but omitted from the arbitral award.
- (ix) In case of the Tribunal, comprising of three members any ruling or award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- (x) Where the arbitral award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- (xi) The cost of the arbitration shall be borne equally by the respective parties. The cost shall inter-alia include fees of the arbitrators as per the rates fixed by the MSEDCL from time to time. Provided that the fees payable per arbitrator for claims up to Rs. Fifteen Lakhs shall not exceed Rs.2000/- per sitting subject to a maximum of Rs. 10,000/- and the fees payable per arbitrator for claims over Rs. Fifteen Lakhs shall not exceed Rs.2000/- per sitting subject to a maximum of Rs.15,000/-. Provided further that the arbitrators who are in service of Govt./MSEDCL shall draw fees at half of the rates mentioned above.
- (xii) MSEDCL shall maintain a list of arbitrators. The Managing Director shall have full powers to delete or add the name of the arbitrators in the list or to make amendments to the said list as per his discretion.
- (xiii) The arbitral proceedings should be completed and the award be finalized within one year from the date of appointment of arbitrators.
- (xiv) The decision of the sole arbitrator or arbitral tribunal as the case may be, shall be final and binding on the parties.

SECTION 2**CONDITIONS OF CONTRACT
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SECTION -2

CONDITIONS OF CONTRACT

A. GENERAL

1.0 DEFINITIONS

1.1 Acceptance date is the date when the Employer accepts the bid of the successful bidder by issuing a Letter of Acceptance.

1.2 The Activity Schedule is a schedule of the activities as defined in the bid documents for the work of contract of Monthly Meter Reading & bill distribution of LT-II and LT-V Consumers through CMRI under O & M Division Nerul. Quantities mentioned in this schedule are approximate and may vary on either side due to release of new connections or disconnection of existing consumers.

1.3 The Completion Date is the date on which the Contractor shall complete whole of the Works, duly notified by the Executive Engineer or any other person duly authorized by him, that the Employer can use the works. The Completion Date is specified in the Contract Data. Only the Employer may revise the Completion Date by issuing, in writing, an extension of time.

1.4 The Contract is the contract between the Employer and the Contractor, the terms and conditions of which have been incorporated in the agreement to be executed between the two parties.

1.5 The Contract Data defines the documents and other information, which comprise the Contract.

1.6 The Contractor is the bidder whose bid to carry out the Works has been accepted by the Employer and includes his legal heirs, successors.

1.7 The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

1.8 The Contract Price is the price stated in the Letter of Acceptance/ work order and thereafter as adjusted in accordance with the provisions of the contract.

1.9 Days are calendar days & Months are calendar months as per English Calendar.

1.10 Defect is any part of the Works not completed in accordance with the Contract.

1.11 The Employer is the Executive Engineer, Maharashtra State Electricity Distribution Company Ltd (MSEDCL), Nerul Division, who will have the necessary authority to get the project executed and be responsible to handle all affairs of the project including award of contract to the Contractor and include any person(s) authorized for the purpose by the Executive Engineer, Maharashtra State Electricity Distribution Company Ltd (MSEDCL), Nerul Division.

1.12 The Engineer is the person or organization named in the Contract Data or any other competent person authorized by the Employer and notified to the Contractor, for effective implementation of the project.

1.13 Plant is any integral part of "the Works" which is to have a civil, mechanical, electrical, electronic or chemical function.

1.14 The Site(s) is/are the area (s) defined as such in the Contract Data for execution of works

1.15 Specifications mean and include collectively all the terms and stipulations contained in the bid document including the conditions of contract, Technical Provisions and Annexure thereto and list of correction and amendments.

1.16 A sub-Contractor is a person or corporate body who has a contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

1.17 A Variation is a modified instruction given by the Employer, which varies “The Works”.

1.18 The Works means contract of Monthly Meter Reading & bill distribution of LT-II and LT-V Consumers through CMRI under O & M Division Nerul and also includes other works not specifically mentioned in bid but required due to site conditions & for what the Contract requires the Contractor to design, supply, transport, construct, install, test, commission, and hand over to the Employer, under the Project.

2.0 Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female, and vices versa. Headings and cross-references between clauses have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

3.0 Language and law.

The language of the Contract shall be English. The law governing the Contract shall be the Indian Laws as stated in the Contract Data.

1.0 Decisions

The Employer is to decide contractual matters between the Employer and the Contractor fairly and impartially. The decision of the Employer will be final, Conclusive and binding on both parties to the agreement for contract.

5.0 Delegation

The Employer may delegate any of his duties and responsibilities to other people except to the Arbitrator by notifying the Contractor and May even cancel/withdraw any such delegation by notifying to the Contractor.

6.0 Communications

Communications between parties that are referred to in the conditions are effective, only when they are in writing.

7.0 Assignment and Subletting Of Contract

7.1 The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Employer. The Contractor shall not sublet any part of the works without prior written consent of the Employer. Such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as fully as if those were the acts, defaults, and neglects of the Contractor, his agents, servants or workmen. The Engineer shall have the right to obtain from the Contractor any agreement in writing entered into by the Contractor with any of his sub-Contractors or any purchase orders placed for supplies and services in respect of the works included in the Contract provided that the Contractor shall not be bound to disclose the sub Contract value. The Contractor shall supply the Engineer with full technical and commercial details of orders placed on his sub-Contractors. The technical specification of all the items ordered on sub-Contractor shall be subject to the approval of Engineer.

8.0 Co-ordination with Other Contractors

The Contractor is to co-operate and share the Site with public authorities, utilities, and the Employer.

9.0 Personnel

Qualifications and experience of key site management and technical personnel proposed for the contract.

9.1 All manpower deployed by the Agency should be suitably qualified and trained for the job intended to be performed by them.

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9.2 The manpower should be conversant with local language in addition to working knowledge of English, Hindi so as to interact with consumers in a proper and decent way.

9.3 The deputed manpower should be extremely polite with consumers and should be able to address consumer grievances about bills issued.

9.4 The manpower shall be properly dressed. It will be mandatory for employees of Agency to display the Identity Card at all such times when they are on the field.

9.5 Sufficient number of coordinators will have to be employed by Agency to ensure smooth working with different MSSEDCL offices & agency should reported daily about status work.

9.6 Serious action shall be initiated against the agency if any of the manpower deployed by it misbehaves with any of the consumers or gets into any act, which could hamper the image of MSSEDCL including FIR against the employee of the agency under section 138. Also the action of black listing of agency will be taken against the agency.

9.7 All the required instruments, machines, computers, printers along with the necessary consumables will have to be arranged by you.

9.8 The Contractor is to employ either the key personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Employer. The Employer will approve proposed replacement key personnel only if their qualifications, abilities and relevant experience are equal or better than those of the personnel listed in the Schedule, without affecting the Contract Price.

9.9 If the Employer asks the Contractor to remove a person who is a member of Contractor staff or work force and states the reasons, the Contractor is to ensure that the person leaves the Site within seven days and such person will have no further connection with the work in the Contract.

10.0 Contractor's Risks

All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract, are the responsibility of the Contractor.

11.0 Force Majeure

11.1 The following clauses, which substantially affect the performance of the contract, shall only be considered, as force majeure conditions.

11.2 The acts of God, strikes, lock-outs, or other industrial disturbances, acts of the public enemy wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

11.3 Provided the party affected by the 'Force Majeure' shall within fifteen (15) days from the occurrence of such a cause, notify the other party in writing of such cause with sufficient documentary proof.

11.4 The Contractor or the Employer shall not be liable for delays in performing their respective obligations resulting from any force majeure causes as defined above.

11.5 In case of damage or destruction of any property or equipment belonging to the Contractor due to 'Force Majeure' clauses, the employer shall not be liable for the same.

12.0 Insurance

12.1 The following insurance cover is to be provided by the Contractor in the joint names of the Employer and the Contractor for the period from the Start Date to the end of the Defects Notice Period or of the last Defects Correction Period whichever is the later.

a) Full cover against damage to other people's property caused by the Contractor's acts or omissions.

b) Covered against death or injury caused by the Contractor's acts or omissions to

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- (i) Anyone authorized to be on the Site.
 - (ii) Third parties who are not on the Site; as per laws applicable in India.
 - (c) Full cover against theft and damages to the Works and materials during storage and construction.
- Contractor shall pursue the matters related to insurance claims in association with the Employer.

12.2 Policies and certificates for insurance are to be produced by the Contractor to the Employer for approval before the Start Date given in the Contract Data and subsequently as the Employer may require.

12.3 Alterations to the terms of insurance may be made either with the approval of the Employer or as a result of general changes imposed by the Insurance Company with which the insurance policy is affected.

12.4 Both parties are to comply with any conditions of the Insurance policies.

12.5 The Contractor at his cost shall arrange, secure and maintain comprehensive insurance as may be necessary and for all such amounts to protect his interests and the interest of the Employer, against all risks. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of the Contract.

12.5.1 INDEMNIFICATION OF EMPLOYER

12.5.1.1 The Contractor shall insure all his personnel, tools and plants, etc. and shall also take a third party liability cover to indemnify the Employer of all liabilities which may come up due to any act or omission on the part of Contractor and cause harm/damage to other Contractor/representatives of Employer or all or anybody rendering service to the Employer or is connected with Employer's work in any manner whatsoever.

12.5.1.2 The Contractor shall necessarily indemnify the Employer in all these respects and the indemnification and insurance policy shall be to the approval of Engineer.

12.6 WORKMEN'S COMPENSATION INSURANCE

This insurance shall protect the Contractor against all claims applicable under the workmen's compensation Act 1948 or any amendment thereof. This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his sub- Contractor's employees, which for any reason are not covered under the workmen's compensation Act 1948. The liabilities shall not be less than workmen's Compensation as per statutory provisions.

12.7 COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall in such a form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Employer's men and damage to the property of others arising from the use of motor vehicle during, on or off the site operations, irrespective of the Ownership of such vehicles.

12.8 COMPREHENSIVE GENERAL LIABILITY INSURANCE

12.8.1 This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and sub-Contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor for defending of suits.

12.8.2 The hazards to be covered will pertain to all the areas and works which the Contractor, his sub-Contractors, his agents and his employees have to perform pursuant to the Contract.

12.8.3 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect.

12.9 Insurance policy (CAR/TCE/EAR insurance) in respect of contract works awarded by MSSEDCL as principle & Workmen's compensation insurance in respect of workmen deployed to complete the contract work from the insurance company approved by Director of Insurance, Govt. of Maharashtra. Otherwise 1% amount of the contract value

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shall be recovered from the contractor & will be deposited with Director of Insurance, Govt. of Maharashtra.

National Insurance Company Ltd.

Jai Commercial Complex, 1st floor,
Opp. Punjanani Industrial estate,
Pokharan road 1, Thane 400601.

E-mail: 261800@nic.co.in

Contact Person: Mrs. E. Benjamin, D.M. E-mail: ebenjamin@nic.co.in

Contact No: 25388497.

13.0 Site Investigation Data

It is presumed that the Contractor, in preparing his Bid, has relied on the Site Investigation Data collected & verified by him from his own source.

14.0 Queries about the Contract Data

The Employer is to give instructions clarifying queries about the Contract Data.

15.0 Quantity Variation

In case of variation in the quantity of any activity/item, the price of these items shall be paid as per the unit rates quoted by Contractor (i.e. percentage quoted in price bid) after the approval of competent authority. The contract shall be suitably amended to take care of these variations.

16.0 The Works to be completed by the Completion Date

The Contractor shall begin the Works on the Start Date and is to carry out the Works in accordance with the program submitted by him, as updated with the approval of the Employer, and complete them by the Completion Date.

17.0 Safety

17.1 WORKS AND SAFETY REGULATIONS:

17.1.1 The Contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or belonging to others working at site. Contractor shall notify the Engineer of his intention to bring on site any container with liquid or gaseous fuel or other substance, which may create hazard. Engineer shall have the right to prescribe the conditions under which such equipment or container shall be handled and used during performance of the works and Contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction plant and forbid its use, if in his opinion it is unsafe. The Employer will entertain no claim on account of such prohibition imposed. Contractor shall obey all safety instruction on site given by Engineer. Suitable number of Clerical staff, watch & Ward Store Keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the Contractor till the completion of contract. Contractor is expected to observe all the safety rules and regulations enacted as per laws applicable.

17.2 The Contractor shall arrange for such safety devices as are necessary for such type of work and carry out requisite tests of handling equipment, lifting tools, tackles etc as per standards and practices.

17.3 ELECTRICAL SAFETY REGULATIONS:

17.3.1 No work shall be carried out on any live equipment on any site. The Engineer must make equipment safe and permit to work is to be issued before any work is carried out.

18.0 Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the State. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

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19.0 Instructions

The Contractor shall carry out all instructions of the Employer, which are in conformity with the law of the country.

20.0 Disputes

20.1 Any disputes or differences arising under, out of or in connection with this tender or contract it concluded shall be subject to exclusive jurisdiction of courts in Thane of Maharashtra. The Indian Law shall govern the contract.

B. Time Control.

21.0 Program

21.1 The scope of works will be broadly as under:

- a) One Time Survey of only newly connected LT-II and LT-V consumers.
- b) The concerned SDO should issue the list of consumers other than AMR to CMRI reading taken agency every month.
- c) CMRI reading programme should be strictly followed by agency. CMRI reading should be completed strictly within 3 days from reading programme issued by concerned SDO and reading should be submitted to the billing in one stroke.
- d) Monthly downloading of meter data of LT-II & LT-V Consumers through CMRI along with DTC Photo meter reading & meter reading of TOD meters through MR-9 which are not communicated through CMRI, extracting the billing parameters and integrating the same in prescribed format in the billing server of MSEDCL.
- e) **Bill Printing on Pre-printed stationary provided by MSEDCL**
- f) Collection of energy bills from IT Centre/S/D.O. and Distribution of thereof to the respective consumers within time limit if required.
- g) Any other information/data asked by MSEDCL.

21.2 Scope of Activity: One –Time Survey: (For newly connected consumers only)

The following activities are to be carried out as part of one-time survey of all industry & commercial consumers:

- a) Physical verification of Meter Installation
- b) Wiring verification
- c) Photograph of Meter Installation
- d) Voltage and Current measurement by Tong Testers / Multimeters
- e) Downloading of meter data using CMRI
- f) Creation and maintenance of Master data base of the Consumers.

a) Physical Verification of Meter Installation:

This includes following activities to be done by the agency at the consumer premises and the details needs to be filled up in the survey Proforma sheet as given in Annexure 1. The salient observations to be recorded are:

- a) Electrical Hierarchy of the consumer; details of transformer, feeder and substation.
- b) Consumer Number, Name and Address
- c) Instantaneous values of all parameters as displayed by the meter and as measured by tong tester / multi-meter.
- d) Condition of Meter Box, Meter Terminal cover and seals
- e) Type of Meter Box – like plastic, wooden or proper meter box
- f) Meter Particulars like Meter No., Make, Type, CT Ratio, Meter Constant, Year of Manufacture and Class of accuracy
- g) Identification of Meter Type – Static or Electromechanical
- h) CT Particulars like CT Ratio, CT Make and CT Class.
- i) Calculations of MF and to cross check the same with the 1st generated bill of the consumer.
- j) Status of Meter condition including display, display button, MD reset button, CT/PT Terminations

b) Wiring Verification:

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The phase sequence, phase association and CT polarity for the 'metering equipment' have to be verified in the field. The following are the fault conditions, which can be encountered:

- a) PT Missing - Red / Yellow / Blue
- b) Current Missing - Red / Yellow / Blue
- c) CT polarity reversed - Red / Yellow / Blue
- d) Phase Association Error – Interchanging of CTs

The software used by the Agency should be comprehensive and should take into account all possible fault conditions, including combination of faults.

c) Photograph of the Meter Installation:

Digital photographs to be taken of all the sub-systems of metering system, to view the exact status of the meter condition including physical appearance, Electrical Connections, Terminal cover etc.

d) Voltage and Current measurement by Tong tester / Multimeter:

The Agency shall read the actual incoming phase voltages and currents using tongtesters and multi-meters at a point beyond the meter terminal block, and compare the same with displayed voltage and current. By this test, one can find out the actual MF and any potential loose contacts in meter terminal block.

e) Creation and Maintenance of Master Data Base:

The Agency shall create a consumer master data base with all the particulars, as given in Schedule-1.

f) Downloading of Meter Data Through CMRI:

Agency shall download data from various makes of meters installed as per the schedule of MSEDCL. The Agency shall download various makes of meters using a CMRI conforming to CBIP specification TR-111. If any abnormalities / non communicating meters are found during the course of meter data downloading, the same shall be intimated to the concerned authority of MSEDCL within 48 hours.

21.3. Monthly Data Downloading Activity:

The scope of the work includes the following:

- a) Monthly Meter Reading / Downloading of Meter data through CMRI.
- b) Uploading the Meter data to Base Computer.
- c) Submission of Billing parameters as per prescribed format of MSEDCL.

a) Meter Reading/ Downloading of Data Through CMRI

Reading of all the consumers should be taken DTC wise and as per the instructions issued by Executive Engineer or any authority assigned by him. The Agency shall Read / Download data from various makes of meters installed as per the schedule of MSEDCL. The Agency shall download data from various makes of meters using CMRI conforming to CBIP specification TR-111 of May1997. The meter data will be provided to MSEDCL as per their requirement on completion of the activity and the data downloads will be utilized for analysis and generation of reports. If any abnormalities / non communicating meters are found during the course of meter reading, the same shall be intimated to the concerned authority of MSEDCL within 48 hours.

b) Uploading of Data to Base Computer:

Data downloaded throughout the day would be uploaded into the respective base computer software and the raw data would be archived.

c) Extraction of Billing parameters & Submission of data in prescribed format :

The agency shall develop suitable software to convert the raw data extracted from L&T, Secure, ABB, Elyster, and Genus make of meters and generate a flat file in ASCII format

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as per the prescribed billing format of MSEDCL. In case the meter is non-communicating, the relevant billing parameters need to be generated electronically as per B30 format of MSEDCL. The parameters that are required in prescribed format are given in Schedule 4.

21.4 Inputs / Assistance to be provided by MSEDCL

MSEDCL shall provide the following assistance to the Agency:

- a) Feeder wise list of existing LT – II and LT – V category LT – CT Operated consumers with details of installed CT – PT set with Sr. No., Ratio, Class, Meter Make, Type, Class of LT – V TVM, Previous readings and Multiplying factor; **Successful bidder shall collect the same from respective S/Dn under Nerul Dn.**
- b) Raw data as obtained from Common Meter Reading Instrument (CMRI)
- c) All the meters shall be programmed for recording billed energy and resetting MD at 0000 hours on the 1st day of the calendar month.
- d) List of disconnected consumers, for which monthly readings are not applicable / required.
- e) CMRI software and BCS software with feature to convert the CMRI data to a documented ASCII file output for different makes of electronic meters installed in MSEDCL.
- f) One departmental employee authorized for breaking seal before taking reading and re-sealing after the meter reading and data downloading work is completed will be provided by MSEDCL. Necessary seal wire and seals to be given by Engineer – in – Charge to the employee so nominated / authorized in writing for this purpose.
- g) Billing parameters, Load survey and all other required Data in ASCII formats in base computer for different make of meters.
- h) Tamper data in ASCII format.

21.5 Agency has to take the **DTC readings (if asked by concern SDO) by** Digital Camera of minimum 3 megapixel or above at the start & the end of the readings of the consumers on the respective DTC **& should be submitted by agency separately along with consumer readings.**

21.6 Bill printing

- a) Centralized Billing system will upload the subdivision wise daily Bill printing files on the web console with access given to Contractor for downloading the bill printing file. Agency has to print generated bills on the same day or within 24 Hrs. whichever is earlier. (e.g. on 6th day of month)
- b) The Tracking of daily Bill printing will be monitored by concerned subdivision through Mobile App of which report will be accessible on web console for viewing by Division, Circle & Zone. Report will be used for counting delay in printing.

21.6.1 Scope of work for Printing of LT bills:

1. After the Bill generation, MSEDCL-IT will upload the Bill printing files on Web-console. MSEDCL will provide Bill file in PDF format only. Agency will have to use suitable bandwidth to download the same. After printing of bill file, Agency should intimate to Distributor and AA/SDO of concerned Subdivision about completion of printing of Bills and handover/Delivery printed Bills through Web console for respective PDF file.
2. **After Bill printing PDF file is made available on Web console, Printing Agency will print and deliver the Bills to AA/SDO of concerned Subdivision within 24 Hrs.** Meter reading, Bill Distribution & Bill Printing work will have to be carried daily including Sundays except 26th January, 1st May, 15th August, Holi festival and if required some Important public holidays as intimated in advance by MSEDCL.
3. Agency will be required to carry out Printing of Bills that is variable billing data on both sides (front & back) of the pre-printed LT Bill stationary provided by MSEDCL in first year. From second year, scope of Bill printing work may be discontinued for which one month prior intimation will be given.
4. The Agency will install /own/hire or lease Laser printers at one or more printing locations in concerned Sub-division or Division Area so as to ensure prompt timely delivery of bills to consumers.
5. The Printing sites will be established and managed by the Agency by arranging on their own

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all the machinery, printers, Standby printers, material, manpower, Electricity, standby power supply, Internet and Information Technology, etc. MSEDCL reserves the right to carry out inspection of printing set-up before placement of order and during the execution of contract at any time as deemed fit. The work of Printing Bills has to be executed by the Agency itself and no work or part shall be sublet to subcontractor.

6. The Agency shall obtain from MSEDCL O & M Sub-Division sufficient pre-printed LT Bill stationary required for Monthly Bill printing and inform shortage well in advance during the contract period. The Agency shall arrange to collect the pre-printed stationary from concerned Sub Division /Division office as per requirement.
7. The Agency shall make use of Laser Printers for Bill printing. (Details of Printers specifications and daily capacity to be submitted by the Bidder in the Tender).The Agency will require setting up printing machinery considering the daily total work received for printing of Bills in month for entire Subdivision consumers billed.
8. The Agency shall print the variable Bill data with fonts in English & Marathi language, Bar code, QR code, MSEDCL messages to consumers as per the MSEDCL format and design approved at the start of contract. During further period of contract when Bill format, design and colour are revised by MSEDCL, Agency will have to make necessary changes on same rate terms and conditions of the contract.
9. The Agency should be capable of handling increased print load without affecting the Distribution time specified.
10. The Quality of print should be clear, visible, no ink spread and with 100% readability of bar code, QR code, etc. In case need arises, MSEDCL will depute a person to monitor the printing of bills. The Printing of variable Bill data should be properly aligned. For any misalignment by which the numeric figures of bill data are printed outside respective field or bill data figures are not legible due to over-printing.
11. After Bill printing PDF file is made available on Web console, Agency will print and deliver the Bills to AA/SDO of concerned Subdivision within 24 Hrs.
12. Agency will **immediately** update in Web console the status "Printed" upon printing for respective Bill printing file and status "Delivered" upon delivery or handover to subdivision or Bill distribution for respective Bill printing file. Further Agency will maintain record of stationary consumed for Bill printing work.

21.7 Distribution of bills to the respective consumers

The agency shall collect energy bills from IT Centre / S/Dn Off and Distribution thereof to the respective consumers within time limit.

21.8 Contract of Monthly Meter Reading & bill distribution of LT-II and LT-V Consumers manually; which are not communicated through CMRI under O & M Division Nerul

- a. Agency has to take the DTC readings at the start & the end of the readings of the consumers on the respective DTC & should be submitted by agency separately along with consumer readings.
- b. Work of meter reading of LT II and V category consumers on MR-9 sheet for the meters from which the MRI data could not be taken due to non availabilities of MRI port or due to communication error,
- c. punching of the data in prescribe format,
- d. submission of soft data to IT Vashi
- e. Bill Printing on Pre-printed stationary provided by MSEDCL
- f. distribution of bills to the respective consumers.

21.8 During the meter reading period agency representative should report daily to Sub division /billing in-charge / SDO regarding reading status without fail.

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22.0 Delays Ordered by the Employer.

22.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

23.0 Management Meetings

23.1 Employer may call Contractor for a management meeting to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

23.2 The Employer is to record the business of management meetings and is to provide copies of his record to those attending the meeting. The responsibility of the parties for actions to be taken is to be decided by the Chief Engineer either at the management meeting or after the management meeting and stated in writing to all attended the meeting.

24.0 Early Warning

24.1 The Contractor is to inform the Employer at the earliest opportunity of specific likely failure events or circumstances, which may adversely affect the Project Implementation Schedule.

24.2 The Contractor shall co operate with the Employer in making the considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

C. Quality Control**25.0 Identifying Defects**

25.1 The Employer is to check the Contractor's work and to notify the Contractor of any Defects, which he notices. Such checking does not absolve the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work, which the Employer considers, may have a Defect.

26.0 Uncorrected Defects after Completion Date

26.3 Employer will carry out such work in the event of emergency and situation so demands and will inform to Contractor accordingly and will recover/deduct cost of such work done.

D. Cost Control**27.0 Activity Schedule**

The Contractor is to produce an updated Activity Schedule within specified time of being instructed by the Employer. The activities on the Activity Schedule are to be co-ordinated with the activities of the program.

28.0 Changes in the Activity Schedule

The Contractor may amend the schedule of activity to accommodate changes of program or method of working made at his own discretion subject to condition that Price in the Activity Schedule and completion date is not altered. When the Contractor makes such changes to the Activity Schedule it is required to inform in writing such changes/amendments to Employer before actually putting in practice.

29.0 Cash Flow Forecasts

When the program or Activity schedule is updated the Contractor is to provide the Employer with an updated cash flow forecast.

30.0 Payment Terms

30.1 All payment due to the Contractor shall be paid only by RTGS/NEFT mode.

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- a) The Contractor shall submit the Bills to respective sub Division, every month, for the work completed. After verification by the Sub divisional officer & scrutiny by **Assistant accountant** of concern S/Dn; all items having financial value shall be entered and certified in SAP/ERP along with certificate. There after the Bills shall be forwarded to Division office for scrutiny at Revenue section, Audit & payment as per availability of funds. **Service entry sheet for every bill should be made in SAP by concern in-charge & must be released as per release strategy.**
- b) The Contractor shall be directly responsible for payment of wages to his workmen. A Payroll sheet giving all the payment given to the workers and duly signed by the Contractor's representative should be furnished to Engineer for record purpose every month if asked to the contractor.
- c) The Employer shall make the payment for the works direct to the Contractor.

30.2 The concerned Executive Engineer or a person(s) duly authorized by him may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

31.0 Mode of Payment

31.1 The concerned will make necessary arrangement for payment as stated in clause no.30.1 a as per availability of funds & No interest is entertained on the delayed payments due to the contractor.

31.2 If an amount certified is increased in a later certificate as a result of an award by the court followed by rule of the Court, the payment to the Contractor will be made accordingly.

32.0 LIQUIDATED DAMAGES:

32.1 If the Contractor fails to complete all the works within the time frame stipulated as completion period or within extension of time granted by the Employer, the Employer shall levy liquidated damages for breach of contract without prejudice to any other rights and /or remedies provided for the contract.

32.2 The Contractor shall be made liable for penalty, in every such instance where the error of agency would lead to delay or loss.

32.3 Apart from the important items, following will be made accountable for penalty:

- a) Penalty for RNT/ RNA/ In accessible/No data retrieved, etc. ----**Rs. 1000/- per consumer/per error**
- b) Non observance of the scheduled time programme of the CMRI meter reading as given by SDO -- **RS. 1000/-**
- c) Non Submission of billing data in one stroke to S/Dn/ IT ---- **RS. 1000/- per consumer**
- d) Delay in Period of reading & final submission of reading data after scheduled programme given by SDO ---- **RS. 1000/- per day (may be relaxed for one day due to genuine reasons for billing certified by SDO)**
- e) In case wrong billing compliant from consumer due negligence of agency, penalty of Rs. 1000/- per consumer or actual loss to MSEDCL shall be imposed.
- f) If no date & time of photo is displayed for DTC reading ---- **Rs. 1/- per photo.**
- g) Not taking DTC meter readings at the start & end of the readings of the consumers on the respective DTC ---- **Rs. 300/- per DTC**
- h) Consumer do not receive bill within stipulated time period prescribed by SDO ---- **Rs. 50/- per bill/ consumer** OR maximum up to the Delay Payment Charges against Prompt payment charges whichever is higher will be levied.

- i) In the event of any fraud in meter reading, through any method, which directly affects MSEDCLs revenue will be presumed as criminal misconduct by the agency ---- **FIR will be lodged as per provisions under Electricity ACT & relevant sections of IPC.**
- j) **If any unbilled connection** of period beyond one year reported by the agency an incentive @ Rs. 50/- per such consumer will be given; however only after start of billing of that consumer. The agency should provide all required data & assistance for start of billing including nearest consumer number.

k) Penalty for Bill Printing work.

Sr. No.	Details of Default or work not carried out as per Tender forming part of Service level agreement.	Proposed Penalty to be applicable
1	After Bill printing PDF file is made available on Web console, Agency will print and deliver the Bills to AA/SDO of concerned Subdivision within 24 Hrs.	Rs. 0.10 per Bill per day
2	The Printing of variable Bill data should be properly aligned. For any misalignment by which the numeric figures of bill data are printed outside respective field or bill data figures are not legible due to over-printing.	Rs. 0.05 per Bill
3	If printing of Bill is not clear, faintly visible, having ink spread, bar code /QR code is not readable and figures of reading data and various Energy charges and Bill amounts in Rs. is slightly legible.	Rs. 0.05 per Bill
4	If Agency wastes Pre-printed stationary supplied by MSEDCL by more than 2%.	Rs 0.47 per wasted bill (MSEDCL procurement cost including GST) after accounting the excess stationary demanded by Agency.

32.4 There should be 100 % normal Billing.

33.0 PERFORMANCE SECURITY:

33.1 Within 15 calendar days of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security as per Form F in the form of a bank guarantee for an amount equivalent to Ten percent (10 %) of the Contract Price.

33.2 The performance security is to be provided by the successful bidder in the form a bank guarantee issued by a Nationalized/Scheduled bank located in the City of Maharashtra State

33.3 Failure of the successful bidder to comply with the requirements of Sub-Clause 29.1 & 29.2 of Section I shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security

33.4 The performance guarantee shall cover additionally the following guarantee to the Employer:-
“The Contractor guarantees that the equipment installed by him shall be free from all defects in materials/workmanship and shall, upon written notice from the Employer, fully remedy free of expenses to the Employer such defects that are attributable to the Contractor within the period of guarantee specified in the relevant clause of the Contract.”

33.5 The Contract performance Guarantee is intended to secure the performance of the entire Contract. However, it is not to be construed as limiting the damages stipulated in other clauses of the Contract.

33.6 If there is no reason to retain the performance security, the performance security is to be returned by the Employer after the issue of Completion Certificate.

33.7 The Employer is to notify the Contractor of any claim made against the bank issuing security.

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33.8 The Employer may adjust against the security, any claim, of Company.

33.9 The Employer is not liable to pay any interest or compensation to the Contractor for retaining the performance Guarantee after the end of the guarantee period.

33.10 Termination of contract due to contractor's default mentioned in this agreement or variation in the scope of work shall not entitle the Contractor to reduce the value of the performance guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of Contract including guaranty period.

33.11 The Performance Security will be forfeited in case of following:

- 1) If, Bidder does not commence the work.
- 2) If the Bidder does not follow the stipulated Time schedule & which result in project held up.
- 3) If the contract is terminated due to the reasons attributable to the Contractor.

E. FINISHING THE CONTRACT

34.0 Final Account

The Contractor is to supply to the Employer a detailed account of the total amount which he considers is payable to him under the Contract before the end of the Defects Notice Period. The Employer is to certify any final payment, which is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer is to issue a schedule that states the scope of corrections or additions that are necessary. If the Final Account

is still unsatisfactory after it has been resubmitted, the Employer is to decide on the amount payable to the Contractor.

35.0 Termination

35.1 If any of the following events shall have happened and be continuing, the Employer may **terminate the Contract by giving 30 (thirty) days prior written notice to the Contractor.**

- a) The financing of the project is stopped by financiers due to any reasons thereof.
- b) On review of performance of the Contractor by the Employer, the Employer is not satisfied with the performance of the Contractor.

35.2 If the Contract is terminated, the Contractor is to stop work immediately, make the Site safe and secure and leave the Site after handing over of the site to the Employer as soon as reasonably possible.

35.3 The Employer may upon written notice of Contractor's default, terminate the contract in the circumstance detailed hereunder.

35.4 If, in the opinion of the Employer, the Contractor fails to make completion of works within the time specified in the contract agreement or within the extended period granted by the Employer.

35.5 If, in the opinion of the Employer, the Contractor fails to comply with any of the other provision of the contract including technical requirement, statutory provisions etc.

35.6 In the event the Employer terminates the contract in whole or in part as provided above, the Employer reserves the right to get the work executed as deemed by the Employer to be similar to the one contracted for, upon such terms and in such manner as the Employer may deem proper and the Contractor shall be liable to pay the Employer for any additional cost for execution and completion of such works.

36.0 Payment Up on Termination

36.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer is to issue a certificate for the value of the work done and material ordered less payments received up to the date of the issue of the certificate and less the percentage of the value of the work not completed. Liquidated Damages do not apply and Employer has a right to claim for loss and damages in respect of any delay incurred arising from the Breach. If the total amount due

to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

36.2 If the Contract is terminated at the Employer's convenience or because of fundamental breach of Contract by the Employer, the Employer is to issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate.

37.0 Property

All materials on the Site, Plant, and Equipment owned by the Contractor, Temporary Works and Works are deemed to be the property of the Employer and are at his disposal if the Contract is terminated because of a fundamental breach of Contract by the Contractor.

38.0 Jurisdiction

38.1 Any disputes or differences arising under, out of or in connection with this tender or contract it concluded shall be subject to exclusive jurisdiction of courts in Thane of Maharashtra

38.2 The Indian Law shall govern the contract.

39.0 TIME: THE ESSENCE OF CONTRACT

39.1 The time stipulated in the contract for the completion of works shall be deemed to be the essence of the contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.

39.2 **The Contract Agreement should be executed within 15 days from date of issue of LOA/works order.** The date of issue of LOA is the start date.

39.3 This work should be completed within time limit as per reading program given by concerned Engineers or his representative.

40.0 BANKRUPTACY:

If the Contractor shall become bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors, or being a company or corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, the Employer shall be a liberty (a) to terminate the contract forthwith by notice in writing to the Contractor or to the receiver or liquidator or to any person in whom the contract may become vested or (b) to give such receiver, liquidator or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to amount agreed.

41.0 NOTICES:

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by registered post or leaving the same at the Contractor's principal place of business (or in the event of Contractor being a company to or at its registered office.) Any notice to be given to the Employer under the terms of the Contract shall be served by sending the same by registered post at the Employer's address.

42.0 QUANTITY VARIATION.

The employer reserves the right to vary the quantity of items or group of items ordered, as may be necessary during the execution of contract without change in unit price or other terms and conditions. In case unit prices are not available the prices for the item added or deleted shall be mutually agreed upon. The contract shall be suitably amended to take care of this variation.

43.0 COMPENSATION.

The loss arising out of or in consequence of the execution or completion of the work and the remedying of any defect therein and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto are to the contractors account.

44.0 The restructuring of MSEDCL setup is under process, if there is any changes are done under the consumer billing procedure & jurisdiction then as per the HO guidelines the successful bidder has to take the consumer readings. The detail instructions are given as and when the new guidelines are issued. Various tenders are in process as per the HO guidelines. After finalization of HO tenders this order will be short closed as per the HO guidelines and instructions.

SECTION 3

SAMPLE FORMS

A. GENERAL

SAMPLE FORMS OF BID, QUALIFICATION INFORMATION, SECURITIES, LETTER OF ACCEPTANCE, CONTRACT AGREEMENT AND PAYMENT APPLICATION.

(Bidders are advised to note the contents of the following Sample Forms, which form the part of Bidding Document.)

Sample Form Description

Form Number	Description
Form "A"	Bid Form.
Form "B"	Qualification information.
Form "C"	EMD (Bank Guarantee).
Form "D"	Letter Of Acceptance.
Form "E"	Contract Agreement.
Form "F"	Unconditional Performance Security Bank Guarantee.
Form "G"	Payment Application.
Form "H"	Joint Venture Agreement
Annexure	Annexure -I, II, III, IV, V, VI, VII

Bidders should not complete unconditional performance security format this time. Only the successful bidder will be required to provide performance security in accordance with the sample or in a similar form acceptable to the Employer.

SAMPLE FORM – A
Bid Form

Tender NO. _____
For Project. _____
(On Bidder's Letterhead)
Name of the Project and identification
No. _____

To:

**The Executive Engineer,
MSEDCL, 1st Floor, 33/11 KV S/S, Sector-50,
Opp. NRI Complex, Palm Beach Road,
Nerul, Navi Mumbai – 400 706.**

GENTLEMEN,

I/We the undersigned have carefully examined and understood the bid documents. I/We hereby agree for contract of Monthly Meter Reading & bill distribution of LT-II and LT-V Consumers through CMRI under O & M Division Nerul as defined in the bid document on, "Turnkey basis" and hand over the completed works as described above in accordance with the conditions of the contract and other prices identified in the Contract Data accompanying the bid.

I/We accept the arbitration procedure under Clause 35 of instructions to bidders in Section-1. This bid and your written acceptance shall be the basis for Contract Agreement. I/We understand that you are not bound to accept the lowest or any bid you receive or assign any reason therefore.

I/We further agree to sign an agreement to abide by the General Conditions of Contract and carry out all works according to specific clauses. I/We, agree to keep this Bid open for acceptance for 180 days from the date of opening up to & including last day of the month thereof and also agree not to make any modification in its terms and conditions on my/our own accord.

Signed this day _____ of _____ 2024

Yours faithfully,

Witness: _____
Address:
Signature
Date

Signature:
Name
Address of the company
Seal of the Company\

(To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the Form of Bid.)

SAMPLE FORM - B
(On Bidder's Letter head)

BID No. _____

Qualification Information

(The information to be filled in by the bidder in the following pages will be used for purposes of post qualification as provided for in Clause 2 of the instructions to Bidders.)

1. for individual Bidders

1.1 Constitution or legal status of Bidder (Attach copy)

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of bid (Attach copy)

1.2 Total annual turnover of Years Turnkey * Works performed in last Three years _

1 2

2021-2022 _____

2022-2023 _____

2023-2024 _____

1.3 Work performance as prime Contractor on works of a similar nature and volume over the last five years. The values should be indicated in the same currency used for item 1.2 above.

Project Name	Client name	Type & quantity of Work performed with Year of Completion.	Nature of Contract.	Value of turkey Contract or Constn.
i)				
ii)				
iii)				
iv)				

* Amount of Turn Key is the summation of all the amounts for which bills are claimed for the executed works

1.4 Qualification and experience of key personnel proposed for administration and execution of the contract. Attach details

Position	Name	Years of Experience (General)	Years of Experience in the proposed position.
Project Manager Chief Engineer Manager Supervisor Engineer etc.			

Seal & Signature of the Tenderer

1.5 Proposed sub-contracts and firms involved

Section of the works.	Value of Sub Contract.	Sub Contractors Name & Address.	Experience in similar Works.
I II III			

Activity of the activity schedule decided to be assigned.

Note: - The Bidder may note that the Sub-Contractor(s) intended to be deployed as listed above can be changed only with the approval of Employer.

1.6 Financial reports for the last five years, balance sheets, profit and loss account, auditor's reports, etc. List them below and attach copies.

- I)
- II)
- III)
- IV)

1.7 Evidence of access to financial resources to meet the qualification requirements, cash in hand, net working capital, lines of credit etc. List them below and attach copies of support documents.

- I)
- II)
- III)
- IV)

1.8 Name, address, and telephone, telex and fax numbers of the bidders' bankers who may provide reference if contacted by the Employer.

- I)
- II)
- III)
- IV)

1.9 Information on current litigation in which the bidder is involved.

Names of Parties involved.	Cause of Dispute.	Amount Involved.
I II III		

1.10 Proposed work method and schedule. The bidder should attach description and charts as necessary to comply with the requirements of the bidding documents.

2.0 Declaration

The following declaration as to the eligibility of goods to be covered under the contract signed and dated by Contractor shall be attached to the bid.

I, the undersigned hereby certify that (name of the Contractor)) has been incorporated and registered in (name of the eligible source state), has its appropriate facilities for services in (name of eligible source) and actually conducts its business there”.

Signature

Name & designation

Date:

Name of Co.

Place:

Address

Seal & Signature of the Tenderer

SAMPLE FORM -C EMD (BANK GUARANTEE)

(To be executed on Rs. 100/- non-judicial stamp paper purchased in the name of issuing Bank)

Bank Guarantee No.:

Date:

To: The Executive Engineer,

Maharashtra State Electricity Distribution Company Limited O&M Division Nerul,
MSEDCL, 1ST Floor, 33/11 KV S/S, Sector-50, Opp. NRI Complex, Palm Beach Road
Dist.-Thane, Pin- 400 706

WHEREAS M/s. (Insert name of Bidder)..... having its Registered/Head Office at (insert address of the Bidder) (Hereinafter called "the Bidder") has submitted its Bid for the performance of the Contract for.....(Insert name of the Work).....under..... (Insert Tender Specification No)..... (Hereinafter called "the Bid") for Tender of **Monthly Meter Reading through CMRI, Bill printing & bill distribution of LT-II and LT-V Consumers under O & M Division Nerul**

KNOW ALL PERSONS by these present that WE (insert name & address of the issuing bank) having its Registered/Head Office at(insert address of registered office of the bank)..... (hereinafter called "the Bank"), are bound unto the Employer Maharashtra State Electricity Distribution Company Limited in the sum of..... (Insert amount of EMD / Bid Security in figures & words) for which payment well and truly to be made to the said Employer at Mumbai, the Bank binds itself, its successors and Assigns by these presents. Sealed with the Common Seal of the said Bank this day 20.... ..

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; **or**
- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to relevant Clause; **or**
- (4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the appropriate authority within ten days from the date of intimation of post – bid discussion; **or**
- (5) in the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) to sign the Contract Agreement after the award of contract.
 - (ii) to furnish the required performance security in accordance with relevant clause.
 - (iii) to fulfill any other condition provided in the Tender.

We undertake to pay Maharashtra State Electricity Distribution Company Limited at Mumbai up to the above amount upon receipt of its first written demand without having to substantiate its demand provide that in its demand the Employer will note that the amount claimed by it owing to the occurrence of the above-named conditions or their combination and specifying the occurred

Seal & Signature of the Tenderer

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condition or conditions.

This guarantee will remain in force up to and including Insert date which shall be thirty days after the period of bid validity (180 days from date of Tender opening) and any demand thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

[Signature of the authorized signatory(ies) of Bank]

Signature:

Name:

Designation:

POA number:

COMMON SEAL OF THE BANK

Contact Number Tel:, Mobile

Email address.

Address of Bank branch issuing BG:

[Witness-1]

Signature:

Name:

Address:

Contact Number Tel:, Mobile No.....

Email address.

Seal & Signature of the Tenderer

SAMPLE FORM -D
Letter of Acceptance
(On Employer's Letterhead)

By Regd. Post A/D

Contract No. -----Date

To: _____ (name and address of the Contractor)

Dear Sirs,

This is to notify you that your bid dated _____ for turnkey execution of "the Works" of contract of Monthly Meter Reading, bill printing & bill distribution of LT-II and LT-V Consumers through CMRI under O & M Division Nerul as defined in the bid document on, "Turnkey basis", for Contract Price (amount in figures and words), as corrected and modified in accordance with the instructions to Bidders is hereby accepted by us.

You are advised to submit performance security and sign a contract agreement within 15 days from the date of this letter.

You are hereby instructed to precede with the said Works in accordance with the Contract documents as listed in the Contract Data attached hereto.

Yours faithfully,

Signature

Name

Title

Employer

(Signature, name and title of signatory Authorised to sign on behalf of the Employer)

Copy to:

1. The Addl. Executive Engineer, MSEDCL, -----Sub Division.
2. Accounts Officer (-----), -----.

Seal & Signature of the Tenderer

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SAMPLE FORM –E**FORM OF CONTRACT AGREEMENT****(To be executed on non-judicial stamp paper (amount will be conveyed later))**

This agreement made this ____ day of _____ 2024, between the Maharashtra State Electricity Distribution Company Limited Represented by the Executive Engineer, Maharashtra State Electricity Distribution Company Ltd; Nerul Division, Navi Mumbai (a corporation constituted under Indian Electricity Act 2003) having its office at 33/11 KV S/S, Sector-50, Opp. NRI Complex, Palm Beach Road, Nerul, Navi Mumbai (hereinafter called “the Employer”) of the one part and _____ of _____ (hereinafter called “the Contractor”) of the other part.

Whereas the Employer desires that the work of Contract of Monthly Meter Reading, bill printing & bill distribution of LT-II and LT-V Consumers through CMRI under O & M Division Nerul should be executed by the contractor and has accepted a Bid by the contractor for the execution of such works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and read and constructed as part of this Agreement.
 - (a) The Letter of Award no. _____ dated _____
 - (b) The Conditions of Contract
 - (c) Detail scope of work.
 - (d) Sample Forms.
 - (e) The Completed Schedules, Annexures and
 - (f) The Contractor’s Proposal.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned. The Contractor hereby covenants with the Employer to execute and complete the works. Remedy any defects therein and maintain the completed Facilities in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the works, the remedying of defects therein and guarantee of the completed Facilities, the amount of [*insert the Contract Price*] or such other Sum as may become payable under the provisions of the Contract at the times and the manner prescribed by the Contract.
5. Priority of documents: - The documents forming the Contract are to be taken mutually explanatory of one another. If there is ambiguity or discrepancy in the documents, MSEDCL shall issue any necessary clarification or instruction to the Agency and the priority of documents shall be as follows:
 - i. The Contract Agreement.
 - ii. Letter of Award & Detailed Award of Tender.
 - iii. The Bid offered in Tender including Accepted Price.
 - iv. Terms and Conditions of Contract.
 - v. MSEDCL Requirements and specifications.
 - vi. Agency’s Technical Proposal.
6. Period of Contract – The Contract shall come into force from _____ and remain in force till _____ for one year covering financial year 2022-23. The defect liability period shall cover the contract period plus additional 6 months from the expiry date of contract.
7. Scope of work: As defined in Detailed in Section II clause no. 21.
8. Quantity variation: As defined in Detailed in Section II clause no. 42.

Seal & Signature of the Tenderer

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9. Prices: The rates for contractual work carried out payable to the Agency shall be as per Accepted in Tender brought out in Detailed Award of Tender. Taxes will be applicable as prevailing statutory rates.
10. Terms of payment: As defined in Detailed in Section II clause no. 30.
11. Performance Security Deposit: As defined in Detailed in Section II clause no. 33.
12. Penalty: The Penalty shall be as per Service level agreement brought out in Detailed in Section II clause no. 32.
13. Termination of Contract – MSEDCL may upon written notice of default terminate the Contract as per clause 35 of Section 2 Terms and Conditions of Tender and Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said Employer

Executive Engineer,
Maharashtra State Electricity Distribution Company Limited
O&M Division Nerul, MSEDCL Nerul.

In the presence of

Signed sealed and delivered by the said Awardee Agency M/s. _____

In the Presence of: _____

SAMPLE FORM – F**PERFORMANCE SECURITY (BANK GUARANTEE)**

Proforma for Bank guarantee towards Performance Security Deposit to be submitted upon award of Order/ Contract.

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Rs. 500/- or appropriate value should be in the name of the issuing Bank. This guarantee shall be valid for entire contract period and further extended until the date of issue of work completion certificate)

Bank Guarantee No.:

Date:

To: The Executive Engineer,

Maharashtra State Electricity Distribution Company Limited O&M Division Nerul,
MSEDCL, 1ST Floor, 33/11 KV S/S, Sector-50, Opp. NRI Complex, Palm Beach Road
Dist.-Thane, Pin- 400 706

WHEREAS M/s -----(here in after called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ for "Monthly Meter Reading, bill printing & bill distribution of LT-II and LT-V Consumers through CMRI under O & M Division Nerul" as defined in the bid document.

AND WHEREAS it has been stipulated by you in the said Contract between Maharashtra State Electricity Distribution Company Limited Represented by the Executive Engineer, Maharashtra State Electricity Distribution Company Ltd; Nerul Division, Navi Mumbai (a corporation constituted under Indian Electricity Act 2003) having its office at 33/11 KV S/S, Sector-50, Opp. NRI Complex, Palm Beach Road, Nerul, Navi Mumbai (MSEDCL) and M/s -----, Name of the Agency, having its principal place of business at ----- (Insert address of the Agency), and registered office at ----- (Insert registered office address of the Agency) the Agency concerning the work ----- (indicate brief scope/Name of work of Tender) for the complete execution .

Or in case of joint venture performance security shall be in name of joint venture .

We refer to the contract signed on ----- (Insert date of contract) ----- Between Maharashtra State Electricity Distribution Company Limited Represented by the Executive Engineer, Maharashtra State Electricity Distribution Company Ltd; Nerul Division, Navi Mumbai (a corporation constituted under Indian Electricity Act 2003) having its office at 33/11 KV S/S, Sector-50, Opp. NRI Complex, Palm Beach Road, Nerul, Navi Mumbai (MSEDCL) and M/s -----, Name of the lead partner of Agency, having its principal place of business at ----- (Insert address of the lead partner), and registered office at ----- (Insert registered office address of the lead partner) and other partner in association ----- (Name of the other partner of Agency), having its principal place of business at ----- (Insert address of the other partner), and registered office at ----- (Insert registered office address of other partner), the Agency/partners in Agency concerning the work ----- (Indicate brief scope/ Name of work of Tender) for the complete execution.

That the Agency shall furnish you with a Bank Guarantee by Scheduled / Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we the undersigned have agreed to give the Agency such a Bank Guarantee; ----- (Name and address of the issuing Bank) having its Registered/Head Office at ----- (insert address of registered office of the bank) ----- (hereinafter called "the Bank"), NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency, up to a total of amount of guarantee) _____ (in words) _____, i.e. Ten percent (10%) of the

Seal & Signature of the Tenderer

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Contract price until 90 days beyond the defect liability period, i.e. up to and inclusive of date (dd/mm/yyyy) and shall be extended from time to time for such period (not exceeding one year) as may be desired by M/s on whose behalf this letter of guarantee is given and we undertake to pay you at Mumbai, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein. We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to & including date _____.

SIGNATURE OF AUTHORISED SIGNATORY AND SEAL OF THE BANK that has executed this deed in presence of WITNESS:

For and on behalf of the Bank

[Signature of the authorized signatory (ies) of Bank]

Signature:

Name:

Designation:

POA number:

COMMON SEAL OF THE BANK

Contact Number Tel:, Mobile

Email address.

Address of Bank branch issuing BG:

[Witness-1]

Signature:

Name:

Address:

Contact Number Tel:, Mobile

Email address.

SAMPLE FORM – G
PAYMENT APPLICATION

Project

Equipment:

Date:

Name of Contractor:

Contract No. :

Contract Value:

Contract Name:

Unit reference:

Application Serial Number:

To:

**The Executive Engineer,
MSDCL, 1ST Floor, 33/11 KV S/S, Sector-50,
Opp. NRI Complex, Palm Beach Road,
Nerul, Navi Mumbai – 400 706.**

Dear Sir,

1. Pursuant to the above-referred Contract dated _____ the undersigned hereby applies for payment of the sum of _____ (Specify amount for which claim is made).

2. The above amount is on account of (check whichever applicable)

a) Progress payment - (as per Contract Date)

b) Final Payment

As detailed in the attached schedule(s) which form an integral part of this application.

3. The application consists of this page, a summary of claim statement and the following signed schedule.

1. _____

2. _____

3. _____

(Please enlarge listing, if necessary)

The following documents are also enclosed.

1. _____

2. _____

3. _____

(Please enlarge listing, if necessary)

Signature of Contractor/Authorised Signatory

Form-H**JOINT VENTURE AGREEMENT****(To be executed on a non-judicial stamp paper of appropriate value)**

DEED OF JOINT VENTURE AGREEMENT TO BE EXECUTED BY THE PARTNER ALONGWITH LEAD PARTNER FOR EXECUTION OF Monthly Meter Reading, bill printing & bill distribution of LT-II and LT-V Consumers through CMRI under O & M Division Nerul.

Tender No. **EE/NERUL/TENDER/T-1/2024-25**

This JOINT DEED OF UNDERTAKING executed this _____ Day of _____ 2024 by M/s _____ a company under the laws of _____ having its Registered Office at _____ (herein after called the lead partner which express shall include its successors, administrators, executors and permitted assigns) and M/s _____ a company under the laws of _____ having its registered office at _____ (herein called the partner which expression shall include its successors, administrators, execution and permitted assigns) for the purpose of making a bid to and entering into Contract with Maharashtra State Electricity Distribution Company Limited (herein after called Company).

WHEREAS the Company invited Bids as per its Tender No. **EE/NERUL/TENDER/T-1/2024-25** AND whereas the bid documents stipulate that bidding is open to the Bidder who possess requisite eligibility and experience as per Eligibility Criterion as mentioned in Tender.

ANDWHEREAS the Eligibility Criterion forming part of the Conditions of Contract stipulate that the Joint Venture Bidder along-with its Partners must fulfil the prescribed qualifying criterion and be jointly and severally bound unto and be responsible for the successful completion of the Contract in the event the Bid is accepted by the Company.

ANDWHEREAS M/s _____ has submitted the joint venture proposal To the Company vide No. _____ . Dated _____ on behalf of the Joint Venture Partners, as per the enclosed Power of Attorney signed by legally authorized signatories of both the Partners.

Now Therefore This Undertaking Witnessed As Under:-

- 1) Inconsideration of the Award of Contract by the Company to the Lead Partner. Partner of the Joint Venture do hereby declare and undertake that we shall be jointly severally responsible and bound unto the Company for the successful implementation and performance of the contract as specified in the Contract to the satisfaction of the Company.
- 2) In case of any breach of the Contract committed by the Lead Partner, I the Partner hereby undertake, declare and confirm that I shall be fully responsible for successful performance of the Contract and undertake to carry out all the obligations and responsibilities under the Contract in order to discharge the obligations of the Lead Partner stipulated in the Contract.
- 3) Further, if the Company suffers any loss or damage on account of any breach of the Contract, we, the Partner and Lead Partner jointly and severally undertake to promptly make good such loss or damages to the Company on its written demand without any demur, reservation, or protest in any manner whatsoever. This is without prejudice to any rights of the Company against the Lead partner under the Contract and / or guarantees. It shall not be necessary or obligatory for the Company to proceed against Lead Partner before proceeding against or dealing with the other Partner.
- 4) Without in any way affecting the generality and total responsibility in terms of this Deed, the Partners hereby agree to depute their technical experts from time to time to the Partner/ Lead Partner / Company's Project site(s) as mutually considered necessary by the Company/ Lead Partner and the Partner to ensure completion of work under the said Contract in accordance with Contract specifications; and if necessary the Partner shall advise the Lead Partner suitable measures to discharge the obligations under Contract.
- 5) The Lead Partner has been authorized to incur liabilities and receive Instructions for an on behalf of the Partner. Payment shall be made exclusively to the Lead Partner.

Seal & Signature of the Tenderer

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- 6) The lead partner shall hold ----%, and the other partner shall hold -----% share in the Joint Venture.
- 7) This Deed shall be construed and interpreted in accordance with the laws of India and the Courts in jurisdiction of concerned MSEDCL O&M Division shall have exclusive jurisdiction in all matters arising under this Agreement.
- 8) We, the Partner and the Lead Partner agree that this Agreement shall be irrevocable and shall be an Integral part of the Contract and further agree that the agreement shall continue to be enforceable till the successful completion of the Contract and till the Company discharges it. It shall become operative from the starting date of the Contract.

IN WITNESS WHERE OF, the Partner and the Lead Partner through their Authorized Representatives have executed these present and affixed Common Seals of their respective Companies, on the day, month and year first mentioned above

- | | |
|---|--|
| <p>1. Common Seal of.....
Has been affixed in my/our presence
Pursuant to the Board of Director's
Resolution dated.....

Signature.....
Name.....
Designation.....</p> | <p>For Lead Partner

(Signature of authorized
representative)
Name.....
Designation.....
Common Seal of the company
.....</p> |
| <p>2. Common Seal of.....
Has been affixed in my/our presence
Pursuant to the Board of Director's
Resolution dated.....
Name.....
Signature.....
Name.....
Designation.....</p> | <p>For Partner

(Signature of authorized
Representative)

Designation.....
Common Seal of the company
.....</p> |

WITNESSES:-

- | | |
|--|--|
| <p>1.
(Signature)
Name
.....
(Official address)</p> | <p>2.
(Signature)
Name
.....
(Official address)</p> |
|--|--|

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

NERUL DIVISION

ANNEXURE - I

PARTICULARS OF THE TENDERER

S.N.	Particular	To be filled by the tenderer
1.	Name of the bidder	
2.	Address of the bidder	
3.	Permanent address of the bidder (copy of address proof to be uploaded)	
4.	Telephone No.- Office	
5.	E-mail address	
6.	Contact person name with contact details & his Cell No.	
7.	Constitution of firm	
8.	PAN No.	

Seal & Signature of the Tenderer

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9.	P.F Registration No.	
10.	Electrical Contractor's License No. And valid till Dt:	
11.	ESIC Registration No.:	
12.	GST Registration No.	
13.	Labour Contract Registration No.	
14.	Work contract Tax No. and date	
15.	Name and Address of Bank where bidder has its account	
17.	Bank Account No.	
18.	Reference to be made to	
19.	Any other information the tenderer may desire to give. (Pl. Attach separate sheet if required)	

NOTE: Please attach certified true copies of all registration/approval.

Place :

Date :

Seal & Signature of the Tenderer

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

NERUL DIVISION

ANNEXURE - II

Check list

S.N.	List of documents	Yes/No
12	Proof of EMD paid – D.D, B.G	
10	General Experience	
	Specific Experience	
7	Registration under shop & establishment Act	
	Valid Electrical Contractor License	
4	Registration under Provident Fund Act & Labour Laws.	
5	Registration under employee Insurance Act (ESIC)	
6	Valid Labour License.	
2	GST Registration	
13	Average Annual Turn Over certified by Chartered Accountant & networth	
3	PAN Card	
	IT returns for last 3 Financial years along with balance sheet duly signed by CA	
9	Annexure I, II & III	

Seal & Signature of the Tenderer

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**ANNEXURE-“III”
FORM OF TECHNICAL PROPOSAL**

(On Bidder's Letter head)

Name of Contract: Contract for Monthly Meter Reading, bill printing & bill distribution of LT-II and LT-V Consumers through CMRI UNDER (O&M) DIVISION, NERUL

ContractNo: **EE/NERUL/TENDER/T-1/2024-25**

To: Maharashtra State Electricity Distribution Company Ltd.

Represented by the:

**The Executive Engineer,
MSEDCL, 1ST Floor, 33/11 KV S/S, Sector-50,
Opp. NRI Complex, Palm Beach Road,
Nerul, Navi Mumbai – 400 706.**

Sir,

We have examined the Conditions of Contract and Schedules/Annexure, in tender document Volume-I. We have understood and checked these documents and have not found any errors in them. We accordingly offer to execute the work as defined in the bid document,

We hereby declare that we accept all the terms and conditions, and all other matters set forth in: Volume I and agree that these will form a part of the Contract, if we are selected for award of Contract.

We have submitted price bids for Tender Nos. T-1/2024-25. We have submitted complete details of our technical capabilities for establishing our eligibility to undertake works. *However* we hereby confirm that we accept that the Employer's decision on our eligibility to undertake the works in accordance with their requirements set out in the Volume-I for Bids will be final and binding on us, and that we will not raise any objection should the Employer decide to reject our Bid for one or more Tenders on the grounds that we do not satisfactorily meet the minimum qualifying criteria.

This Bid and your written acceptance shall be the basis for Contract Agreement. We understand that you are not bound to accept the lowest or any bid you receive or assign any reason thereof for the rejection.

We agree to keep this bid open for acceptance for a period of **180 days** from the date of opening thereof and also agree not to make any modification in the terms and conditions on our own accord. We further agree to sign an Agreement to abide by the Conditions of Contract and carry out all works according to specific clauses.

Yours faithfully

Signature _____ in the capacity of _____ duly authorized to sign bids for and on behalf of _____

Address: _____

Seal & Signature of the Tenderer

Annexure IV**(On Bidder's Letterhead)****TENDER NO. EE/NERUL/TENDER/T-1/2024-25**

1	Offer submitted duly digitally signed	YES/NO
2	Status of the firm.	PARTNERSHIP/PROPRIETER
3	Factory address through which offer submitted indicated in latest approved on line vendor registration profile.	
4	Whether Tender Fees and EMD paid against / Exempted.	
5	If Tender Fees and EMD paid, Copy of Money Receipt/D.D./Acknowledgement /on-line Successful transaction receipt against which Tender documents are purchased and EMD paid is attached.	
6	Tender Fees And Exempted Fees	
7	Certificate duly certified by Chartered Engineer/Accountant that the investment of the company as per the latest audited financial year is within permissible limit of Micro	
8	Balance sheet and profit and loss account	
9	Turn over certificate of last three years	
10	Experience Details/List of Orders Executed	
11	Whether certificate duly certified by Chartered Engineer/Accountant in respect of person /entity does not have controlling stake in other company who has participate in this tender found in order.	AS PER Annx V
12	Whether the bidder has submitted the declaration regarding not been debarred & not been either jointly or severally guilty of malpractices during the last five years.	AS PER Annx VI
13	Undertaking certifying that bidder have not approached any one for undue influence.	AS PER Annx VII
14	Notarized Power of Attorney in favour of appointed agent/representative submitted	
15	GST Registration Number is indicated and copy of GST registration Certificate submitted	

Seal & Signature of the Tenderer

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16	Confirmation for Normal (full) rate of IGST/ (CGST+SGST) applicable is indicated in confirmation details.	
17	Documentary evidence in case IGST/ (CGST+SGST) is concessional/exempted or Exemption Certificate under GST if any.	
18	Whether delivery period is indicated in Delivery details.	
19	No deviation schedule in respect of commercial/technical are submitted	
20	Whether full copy of valid ISI License submitted.	
21	Validity of offer is as per tender details.	
22	Real Time Gross Settlement [RTGS] details.	
23	Whether offer is meeting Qualifying Requirements as per Tender.	
24	Whether all amendments submitted	

SEAL AND SIGNATURE OF THE TENDERER

Annexure V

To: The Executive Engineer,

Maharashtra State Electricity Distribution Company Limited O&M Division Nerul,

1ST Floor, 33/11 KV S/S, Sector-50,

Opp. NRI Complex, Palm Beach Road,

Nerul, Navi Mumbai – 400 706.

Debar undertaking Declaration (On firm's letter head)

Ref : Tender No. EE/NERUL/TENDER/T-1/2024-25

I/We, certify that,

a. The business dealings with our firm / agency M/s..... have not been debarred by any Ministry of Gol / GoM / Other State Govts/State owned electricity distribution utility/Other Public Utilities and still in force.

b. The Directors, Proprietors, Partners, Employee(s) or owner of our firm / agency M/s.....have not been either jointly or severally guilty of malpractices in relation to its business dealings with the Government or MSEDCL during the last five years.

I hereby certify that I am duly authorized representative of M/s.----- whose name appears above my signature.

Bidders Name:

Authorized representative's signature:

Authorized representative's Name:

Seal of the company

Name and address of the Bidder

Date:

Seal & Signature of the Tenderer

Annexure VI**Undertaking of absence of Conflict of Interest with other firms submitting the Tender****To: The Executive Engineer,**

Maharashtra State Electricity Distribution Company Limited O&M Division Nerul,

1ST Floor, 33/11 KV S/S, Sector-50,

Opp. NRI Complex, Palm Beach Road,

Nerul, Navi Mumbai – 400 706.

Declaration (On firm's letter head)

Ref : Tender No. EE/NERUL/TENDER/T-1/2024-25

I/ We _____ authorized signatory of M/s. _____ hereby certify that M/s. _____ is not related with other firms who have submitted tenders for the same items under this Tender. Our partners or Directors do not have controlling stake in more than one entity applied for this Tender No. _____ .

If it is found that this information is wrong or misleading then our offer shall be summarily rejected.

Date.....**TENDERERS SIGNATURE AND SEAL****TENDERER'S ADDRESS:-**

.....

Seal & Signature of the Tenderer

Annexure VII

Undertaking certifying that bidder have not approached any one for undue influence.

To: The Executive Engineer,

Maharashtra State Electricity Distribution Company Limited O&M Division Nerul,

1ST Floor, 33/11 KV S/S, Sector-50,

Opp. NRI Complex, Palm Beach Road,

Nerul, Navi Mumbai – 400 706.

Declaration (On firm's letter head)

Ref : Tender No. EE/NERUL/TENDER/T-1/2024-25

I/ We _____ authorized signatory of M/s. _____ hereby
certify that M/s. _____ have not approached any one for undue influence under
this Tender.

If it is found that this information is wrong or misleading then our offer shall be summarily rejected.

Date.....

TENDERERS SIGNATURE AND SEAL

TENDERER'S ADDRESS:-

.....

.....

.....

Seal & Signature of the Tenderer

SECTION 4

CONTRACT DATA

The following documents also form part of the Contract

1. The Bid and Letter of Acceptance
2. The Conditions of Contract
3. The Program
4. The Priced Schedules of Activities
5. The Schedule of O&M Manuals
6. The Schedule of Key Personnel
7. The Site Investigation Data
8. The Schedule of Taxes
9. The Employer is: The Executive Engineer, Maharashtra State Electricity Distribution Co. Ltd, O& M Division, Nerul or a person(s) duly authorized by him.
10. The Start Date is the date of issue of LOA (MSEDCL TO DEFINE)
11. The completion Date for the Works is as indicated in the tender document from the Start Date (MSEDCL TO DEFINE)_____
- *(Clause Reference" pertains in Clauses in the Conditions of Contract)
12. The Contractor is to submit the program for the Works within 15 days of being notified of the acceptance of his bid.
13. NOTE: Indicate proper and actual "DATE" on finalization of contract wherever reference of Date appears.
14. The Sites are located in different parts of O & M Nerul Division.
15. The Defects Correction period is as instructed by the concern sub divisional officer
16. The language of the Contract documents is English
17. The laws, which apply to the Contract, are the Indian Laws.
18. Institution whose arbitration procedures shall be used: Indian Arbitration Act 1940.
19. Place where arbitration will take place: Navi Mumbai City (MAHARASHTRA)
20. The proportion of payments retained is 10% of Contract Price.
21. The liquidated damages for Works of each site are 0.07 percent per day (percentage of contract Price)
22. No bonus is intended to be paid
23. The amount of the performance security is 10% of Contract Price in the form of NATIONALISED/ SCHEDULED Bank having main branch office in Maharashtra
24. Contract work is to be carried out as per provisions under I.E. Rules 1956 and in confirmatory to the Acts/Rules as may be applicable.

Seal & Signature of the Tenderer

55



O&M NERUL DIVISION

TENDER NO. EE/NERUL/TENDER/T-1/2024-25

VOLUME II

ACTIVITY SCHEDULE (PRICE BID)

LETTER TO THE EXECUTIVE ENGINEER

To,

THE EXECUTIVE ENGINEER,

MSEDCL, 1ST FLOOR, 33 / 11 KV S/S,

OPP. NRI COMPLEX, PALM BEACH ROAD,

NERUL, NAVI MUMBAI – 400 706.

Dear Sir,

We agree to carry out the works mentioned in the above tender at the rates herein tendered by us subject to the conditions of the tender which we have carefully read and thoroughly understood the same.

We hereby agree to keep this offer open for 180 days after the date of opening of the tender and shall be bound by communication of acceptance dispatched within the prescribed time.

Yours faithfully,

Date:

Name and address of the tenderer



O & M NERUL DIVISION

TENDER NO. EE/NERUL/TENDER/T-1/2024-25

OFFER FROM TENDERER

I/We hereby tender for the execution of **Work under Nerul division** of Maharashtra State Electricity Distribution Co. Ltd. against Tender **EE/NERUL/TENDER/T-1/2024-25** for the **Tender Cost of Rs. 47.10 Lakhs Excl. GST**

We are ready to carry out the work as per the actual quantity required.

Sr. No.	Name of Activity	Unit	Rate per Unit in Rs. (In figures and words)
1	2	3	4
1	Downloading of Meter Reading , data through CMRI/ Laptop provided by Agency with tamper & load survey data and uploading to M-DAS for all CMRI Compatible/Solar Net Meters including import/export reading	Per Consumer per month	Rs 100/-
2	Downloading of Meter Reading , data through CMRI/ Laptop provided by MSEDCL with tamper & load survey data and uploading to M-DAS for all CMRI Compatible/Solar Net Meters including import/export reading	Per Consumer per month	Rs 85/-
3	Recording of meter reading on MR-9 sheet slot/zone wise, voltage/current & punching, if meter is not compatible to CMRI/AMR/Solar net meter	Per Consumer per month	Rs. 30/-
4	Bill Printing on both sides of pre-printed stationery provided by MSEDCL	Per Consumer	Rs. 0.60/-
5	Bill Distribution & Acknowledgement receipt of delivery to consumer	Per Consumer	Rs. 15/-
6	DTC METER READING at the start and at the end of the reading of the consumers on respective DTC and submission to SDO	*Per DTC per Month	Rs. 11.50/-
7	Notice Distribution	Per Consumer	Rs. 1.00/-

Note: - 1) *The process of installation of meters for automatic meter reading (A.M.R.) is in progress for consumers having load 10 KW & above & the reading through CMRI should not be taken for AMR installed meter & if A.M.R installation work is completed totally, contract may be terminated at any time.*

2) MSEDCL has to follow directives/guidelines as per various MSEDCL circulars. The agency has to comply with any such directives received from higher office.

I/We undertake to carry out the works At

..... % BELOW / AT PAR / ABOVE

In words % BELOW / AT PAR / ABOVE

GST will be paid extra as per government rules.

UNDERTAKING: I/We are ready to undertake the work as mentioned above, at the **lowest acceptable rate received** in the tender if contract is awarded to me/us on the same terms and conditions ----- **Yes/No**

SCHEDULES AND ANNEXURES

Schedule 1

Consumer Data Profile

The following details are to be collected from the field

- a) Proforma No
- b) Circle Name
- c) Division; Sub Division; Sub-Station Name
- d) Feeder; Transformer Name with DTC Code
- e) Consumer No.; Consumer Name; Address
- f) Meter No; Meter Make; Meter Class; Meter CT Ratio (A); Meter Constant
- g) Meter Type; Meter Year of Mfg;
- h) Working status: Meter; Display; Display Switch; MD Reset Switch
- i) Status of Termination of CT Wire, PT Wire and Seal
- j) CT Make; CT Ratio (A) ; CT Class
- k) MF in Billing; Calculated MF
- l) CD (KVA)
- m) Cons Category; Industry Type; Tariff as per bill
- n) No of Shifts; Time_Shift1; Time_Shift2; Time_Shift3; Weekly Off
- o) Contact person; Telephone No; Mobile Number; Fax Number; Website / Email-Id
- p) Capacitor Bank Capacity (kVAR)
- q) Generator Capacity (kVA); Generator Meter Availability
- r) Industry Status
- s) Download Status; Photo Taken Status; Bill Collected Status

Schedule 2**MSEDCL prescribed format for Billing and TOD data, using CMRI**

S.No	Starting Position	Column Specification	Width	Remark
1	0	Meter serial number	Char(8)	
2	8	Meter Make code	Char(3)	MSEDCL to provide
3	11	Reading date	Date(8)	Format 'dd mm yyyy'
4	19	Reading time	Char(10)	Format HH:MM:SS
5	29	No of reset	Number(3)	
6	32	RY_Volt	Number (6,2)	4 integer, 2 decimals
7	38	YB_Volt	Number (6,2)	
8	44	BR_Volt	Number (6,2)	
9	50	RN_Volt	Number (6,2)	
10	56	YN_Volt	Number (6,2)	
11	62	BN_Volt	Number (6,2)	
12	68	RY_Current	Number(10,2)	8 integer, 2 decimals
13	78	YB_Current	Number(10,2)	
14	88	BR_Current	Number(10,2)	
15	98	RN_Current	Number(10,2)	
16	108	YN_Current	Number(10,2)	
17	118	BN_Current	Number(10,2)	
18	128	H_KW	Number(15,3)	12 integer, 3 decimals
19	143	H_KVA	Number(15,3)	
20	158	H_KWH	Number(15,3)	
21	173	H_KVAH	Number(15,3)	
22	188	H_RKVAH	Number(15,3)	
23	203	S1_KW	Number(15,3)	
24	218	S1_KVA	Number(15,3)	
25	233	S1_KWH	Number(15,3)	
26	248	S1_KVAH	Number(15,3)	
27	263	S1_RKVAH	Number(15,3)	
28	278	S2_KW	Number(15,3)	
29	293	S2_KVA	Number(15,3)	
30	308	S2_KWH	Number(15,3)	
31	323	S2_KVAH	Number(15,3)	
32	338	S2_RKVAH	Number(15,3)	
33	353	S3_KW	Number(15,3)	
34	368	S3_KVA	Number(15,3)	
35	383	S3_KWH	Number(15,3)	
36	398	S3_KVAH	Number(15,3)	
37	413	S3_RKVAH	Number(15,3)	
38	428	S4_KW	Number(15,3)	
39	443	S4_KVA	Number(15,3)	
40	458	S4_KWH	Number(15,3)	
41	473	S4_KVAH	Number(15,3)	
42	488	S4_RKVAH	Number(15,3)	

DATE: _**SEAL AND SIGNATURE OF TENDERER**

Specifications for Electronic Meter Data Conversion, Analysis & Report Generation (EMDCARG) SOFTWARE

1.0 Introduction:

All LT-II (Non Residential), LT-V (Industrial having load more than 20 kW or 27 HP) and 3ph LT-VI consumers in MSEDCL are fitted with electronic meters.

1.1 The special features of metering system and related functions are:

- 1.1.1 These meters store Billing, Load-Survey and Tamper data in the memory for 45 days.
- 1.1.2 These meters are fitted with IEC 1107 / ANSCI / PACT protocol compliant optical ports for data downloading using Common Meter Reading Instrument (CMRI).
- 1.1.3 The CMRI is loaded with meter-manufacturer specific software for downloading the data from the meter memory to CMRI memory.
- 1.1.4 The meter data from the CMRI memory is transferred to Base Computer System (BCS) hard-disk via standard RS-232 communication cables.
- 1.1.5 The meter data is analyzed using meter-manufacturer specific BCS software.
- 1.2 The following problems are being encountered in the existing system:
 - 1.2.1 The meter-manufacturer specific BCS software do not generate all the reports required by the utility.
 - 1.2.2 The billing data is not provided in the format, which can be directly interfaced with the utility billing software.
 - 1.2.3 The analysis of load-survey data of two industries with different makes of meters become difficult due to non-standard formats adopted by different meter manufacturers.
- 1.3 In order to overcome all the above deficiencies and to provide a unified approach in data handling, it is proposed to develop EMDCARG software capable of
 - 1.3.1 Conversion of various formats of data of various meter manufacturers to a common format.
 - 1.3.2 Provide easy interface to MSEDCL's billing software, to avoid any manual intervention in handling of high revenue data.
 - 1.3.3 Generate all reports required by MSEDCL, using the common format data, to avoid dependencies on meter manufacturer.
- 1.4 The software should be compatible with the following makes of meters, available with the utility:
 - 1.4.1 Secure
 - 1.4.2 L&T
 - 1.4.3 ABB
 - 1.4.4 Genus
 - 1.4.5 Elyster

2.0 Specifications:

- 2.1 The EMDCARG software should be capable of primary functions like:
 - 2.1.1 Accept Billing, Load-Survey and Tamper data, generated by respective meter manufacturer's Base Computer System (BCS) software in ASCII format.
 - 2.1.2 The data format in different proprietary formats should be converted to a Common Data Format. The CDF should be well documented and submitted to the utility.
 - 2.1.3 All required reports should be generated from only CDF files.

DATE: _

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- 2.2 Billing Data Report: The application should be capable of generating the current billing and billing history data from the ASCII file of billing data. The billing data should be provided in the format, as defined by the utility, and should interface with the utility LT CT Operated Meters billing system without any manual intervention. The format of the billing report is as given in Annexure 1.
- 2.3 Load Survey Reports: The application should be capable of generating the following reports using the Load Survey data, as obtained from the ASCII file from BCS of respective meter manufacturer:
- 2.3.1 Management Summary Report (MSR): The MSR would contain the complete history of both demand and energy for a particular period, date-wise. The various reports to be generated under MSR are:
- 2.3.1.1 Date-wise report: This report provides daily energy consumption in kWh, maximum & minimum demand kVA and average power factor for the day. Also, the date and time of maximum & minimum demand and best power factor achieved over the reporting period is also given. A sample report is given in Annexure 1.
- 2.3.1.2 Blackout & No-Load status: This report contains information about blackout slot value for both consumer and sub-station end by day-wise contains information about no-load slot values and black-out slot values on daily basis. A sample report is given in Annexure 3.
- 2.3.1.3 Exceeded Contract Demand: This report contains information about the demand violation along with max kVA, peak-hour violation and closing day on daily basis. A sample report is given in Annexure 2.
- 2.3.2 Load Analysis Report: The Load Analysis report represents the overall statistical analysis of group of industries with respect to their Load Utilization, Usage Index and Power factor in various ranges. This report will aid the utility in characterizing industries manufacturing similar or identical products. Also, many anomalous conditions in respect of violation of Contract Demand can be analyzed. The various reports to be generated under this category are:
- 2.3.2.1 Load Utilization: The load utilization figures for periods during General Shift and outside shift hours are given in this report. The various load utilization periods of less than 20%, 20 to 40%, 40 to 60% and more than 60% for both the General and Outside-General shift hours are given. A sample report is given in Annexure 5.
- 2.3.2.2 Usage Index: This report contains details about Contract Demand, Maximum Demand and Average Demand. Also, ratios of AD/CD, AD/MD and MD/CD are given to give a picture of extent of violations, if any. A sample report is given in Annexure 8.
- 2.3.2.3 Power Factor Report: The power factor profile is generated from the kVA and kVAh values of load survey data. The durations of periods for which the power factor was in the range of less than 0.5, 0.5 to 0.7, 0.7 to 0.9 and more than 0.9 is tabulated. This report would benefit both the utility and the consumer to assess the penalties due to low power factor and effect measures to improve the same. A sample report is given in Annexure 4.
- 2.3.3 Consumption-Demand Graph: With the available monthly consumption and demand data in the database, these graphs should be plotted. This graph would reveal abnormal variations between consumption and demand. Also, effect of seasonal variations can also be observed from these graphs.

DATE: _

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2.3.4 Load Survey Graph: Daily consumption in terms of half-hour periods to be plotted for the period of reporting. This graph would reveal most of the anomalous conditions in consumption pattern and would greatly help the utility in detecting abnormal conditions very easily.

2.3.5 Consumer Profile: This report contains details of Consumer Number, Meter number, Name, address, contact person, phone number, fax no., website etc.

3.0 Minimum Requirements:

The EMDCARG Software should have been tested and validated for various makes of meters and should meet the following qualifying requirements:

3.1 Should have been in use for at least two years. Supporting documents to be submitted along with the offer.

3.2 Should have tested for at least three makes of meters.

3.3 Should have been used for data analysis of at least 1000 consumers. Sample reports of analysis with end-customer details should be submitted along with the offer.

DIVISION'S LATEST NO. OF CONSUMERS

Sr. No.	Name of Division	Approx. Total TOD consumers
1	Nerul Dn	3395

* No. of consumers shown above are approximate and may liable to increase/decrease due to new connections/disconnections, etc.

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40402412 Meter Reading through	ADM 070	Activity unit	998514	3395		null

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price bid	Price Section	40402412 Meter Reading	Price bid as per Vol-II
2	Registration under employee Insurance Act (ESI)	Technical Section	40402412 Meter Reading	Registration under employee Insurance Act (ESI)
3	The bidders having Registered Office Setup along with Staff in Mumbai and Navi Mumbai Metropolitan a	Technical Section	40402412 Meter Reading	The bidders having Registered Office Setup along with Staff in Mumbai and Navi Mumbai Metropolitan area will be considered. The Registered Office Setup will be inspected by the Competent Authority
4	Valid Electrical Contractor's License.	Technical Section	40402412 Meter Reading	Valid Electrical Contractor's License.
5	Valid Registration under shop & establishment Act	Technical Section	40402412 Meter Reading	Valid Registration under shop & establishment Act
6	Experience certificates as per clause no. 2.2.2.	Technical Section	40402412 Meter Reading	Experience certificates as per clause no. 2.2.2.
7	Information and list of working staff	Technical Section	40402412 Meter Reading	Information and list of working staff
8	Annexure I, II, III, IV, V, VI, VII	Technical Section	40402412 Meter Reading	Annexure I, II, III, IV, V, VI, VII
9	Valid Registered establishment license from Assistant Commissioner of Labour	Technical Section	40402412 Meter Reading	Valid Registered establishment license from Assistant Commissioner of Labour
10	Registration under Provident Fund Act	Technical Section	40402412 Meter Reading	Registration under Provident Fund Act
11	Tender documents duly signed and firm seal / stamp	Technical Section	40402412 Meter Reading	Tender documents duly signed and firm seal / stamp
12	IT returns filed for last 3 financial years along with balance sheet duly signed by CA	Commercial Section		IT returns filed for last 3 financial years along with balance sheet duly signed by CA
13	Annual Turnover certificate along with positive net worth for last 3 financial years duly signed by	Commercial Section		Annual Turnover certificate along with positive net worth for last 3 financial years duly signed by CA
14	Registration under GST & PAN card	Commercial Section		Registration under GST & PAN card
15	Receipts towards E.M.D. as per clause no.2.2.1	Commercial Section		Receipts towards E.M.D. as per clause no.2.2.1
16	Receipts towards Tender Fee	Commercial Section		Receipts towards Tender Fee