

Maharashtra State Electricity Distribution Co. Ltd.

| Tender Details | | 27-11-2024 06:22:19 |
|---|---|---------------------|
| Tender Code | EE/THN-II/TENDER/T-04/2024-25 | |
| Tender Type | Works Tender | |
| Type Of Bid | Two Bid | |
| Description | MONTHLY CMRI METER READING OF ZERO PC CONSUMERS AND ALL OTHER ALLIED WORKS INCLUDING PRINTING & DISTRIBUTION OF THE BILLS UNDER THANE-2 | |
| Estimated Cost (In Lakhs) | 29 | |
| 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 | Executive engineer , 8879625004 ,eethane2@mahadiscom.in | |
| Pre-Qualifying Req | as per bid documents | |
| Budget Type | Revenue | |
| Scheme Code | NA | |
| Scheme Name | NA | |
| Department | Technical | |
| Office Type | DIVISION | |
| Location Type | Thane Division II | |
| Designation | Executive Engineer(Distribution) | |
| Pre-Bid Meeting Address | OFFICE OF THE EXECUTIVE ENGINEER MSEDCL, O&M DIVISION,Thane-2, NEW ADMINISTRATIVE BUILDING,3rd FLR, ROAD NO.16, OPP.PASSPORT OFFICE, WAGLE ESTATE, THANE(WEST) 400604 | |
| Bid Opening Address | OFFICE OF THE EXECUTIVE ENGINEER MSEDCL, O&M DIVISION,Thane-2, NEW ADMINISTRATIVE BUILDING,3rd FLR, ROAD NO.16, OPP.PASSPORT OFFICE, WAGLE ESTATE, THANE(WEST) 400604 | |
| 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 | 28-11-2024 00:00 | |

| | |
|----------------------------------|------------------------|
| Tender Sale End Date | 07-12-2024 23:55 |
| Bid Start Date | 28-11-2024 01:00 |
| Bid End Date | 09-12-2024 11:00 |
| Pre-Bid Meeting Date | |
| Techno-Commercial Bid opening on | 09-12-2024 12:00 |
| 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 | N |



STANDARD BID DOCUMENT

TENDER FOR

**MONTHLY CMRI METER READING OF ZERO PC CONSUMERS
AND ALL OTHER ALLIED WORKS INCLUDING PRINTING & DISTRIBUTION
OF THE BILLS UNDER THANE-2 DIVISION.**

TENDER NO: EE/THN-II/E-Tender/T-04/2024-25

YEAR: 2024-25

Tender Value: - 29Lakhs

TENDER DETAILS

| | |
|---|--|
| Tender No. | EE/THN-II/E-Tender/T-04/2024-25 |
| Name of the Tender | MONTHLY CMRI METER READING OF ZERO PC CONSUMERS AND ALL OTHER ALLIED WORKS INCLUDING PRINTING & DISTRIBUTION OF THE BILLS UNDER THANE-2 DIVISION |
| Area of Work | Under THANE-2 Division |
| Approximate number of Live PC 0 consumers. | 2705 |
| Estimated Cost of Tender. | Rs. 29 Lakhs |
| Contract Period of Tender work. | 1 Year |
| Tender Fee | Rs.2500+ 18% GST |
| E.M.D. to be paid | Rs. 29000 /- |
| Sale of Tender documents from website | “ https://etender.mahadiscom.in/eatApp/ ” from Dt 28.11.24 up to Dt 7.12.24 |
| Date and place of Pre-Bid meeting | Dt.4.12.24 OFFICE OF THE EXECUTIVE ENGINEER MSEDCL, O&M DIVISION, Thane-2, NEW ADMINISTRATIVE BUILDING, 3rd FLR, ROAD NO.16, OPP.PASSPORT OFFICE, WAGLE ESTATE, THANE(WEST) 400604 |
| Last Date & Time of submission of Bid on MSEDCL e-Tendering Portal. | Dt.9.12.24 UPTO 11.00 AM |
| Date & Time of Opening of Technical Bid | Dt. 9.12.24 UPTO 12 PM |
| Date of Opening of Price Bid | Dt. will be informed later |
| Validity of Bid | 90 days from date of opening of Technical Bid. |
| Employer / Tender Executing office | EE(O&M) Thane-2 Division, MSEDCL |
| Address of Communication and Venue for Tender opening | OFFICE OF THE EXECUTIVE ENGINEER MSEDCL, O&M DIVISION, Thane-2, NEW ADMINISTRATIVE BUILDING, 3rd FLR, ROAD NO.16, OPP.PASSPORT OFFICE, WAGLE ESTATE, THANE(WEST) 400604 |
| MSEDCL E-mail address | eethane2@mahadiscom.in eethane2@gmail.com |

Application

To,
The Executive Engineer, MSEDCL Thane-2 Division

Sir,
I wish to participate in above referred Tender process. I have read & understood tender document including technical bid in detail & these conditions will be binding on me.

Stamp & Signature of Tenderer.

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TENDER NO: EE/THN-II/E-Tender/T-04/2024-25

YEAR: 2024-25

PART -1
TECHNICAL BID DOCUMENT

Sign and Seal of Tenderer

Section-I

Letter to the Tenderer & Instructions for e-Tender submission

Letter to Tenderer

Dear Tenderer,

Please quote your competitive lowest rate for the Tendering Price Bid - Schedule B for Price & Quantity along with all necessary documents digitally signed before due date and time of Tender for 1 year period for the following works:

- (i) **Monthly Meter Reading of PC 0 consumers**
By reading methods –CMRI, MR9 or mobile app
- (ii) **Bill Printing**
- (iii) **Bill Distribution of Thane-2 Division under Thane Urban Circle of Maharashtra State Distribution Company Limited.**

Before preparation and submission of Tender document you are requested to carefully read and understand the entire Tender for the various Sections, Annexures and Schedules that is

- (i) Section I-Instructions for Submission of E-tender (given further below)
- (ii) Section II - General Instructions to Tenderers and Qualifying Requirements of Bidders
- (iii) Section III - Scope of work in detail and Technical Specifications for Tender work shown above
- (iv) Section IV -Terms and Conditions of Tender and Contract
- (v) Section V- Penalty applicable for non-compliance of Tender conditions.
- (vi) Section VII - Tender forms as per **Annexure A to Annexure J** and
- (vii) Section VIII-Abbreviations, Terms and Definitions of Tender.

Please note the preform of Price Bid as per Schedule-B and conditions mentioned thereof.

Tenderers are requested to note the necessary competence, adequate financial standing, and sufficient experience of works of similar nature, expertise and related infrastructure for qualifying in Tender.

Digitally signed Bid is to be uploaded on E-Tendering portal in two separate parts –

- 1) Technical Bid which contains qualification details to meet the work requirement together with capabilities regarding Technical Eligibility and Financial Eligibility, All Annexures duly filled and EMDsubmission information.
- 2) Price Bid only as per proforma in **Schedule–B** only.

If EMD is not submitted as per Tender before due date and time of Tender submission or there is mismatch or mistake in submission against Tender notice then Bid offered against Tender will not be considered. **The** Executive Engineer Thane-2 Division has right to reject all or any Tender without assigning any reason. Also you are requested to follow the Instructions for E-tender submission given further.

Executive Engineer(O&M)
MSEDCLThane II Division

INSTRUCTIONS FOR SUBMISSION OF E-TENDER DOCUMENTS

- 1.1) For participation in Tender, online registration of contractor is necessary on MSEDCL's **E-Tendering portal** "<https://etender.mahadiscom.in/eatApp/>".
- 1.2) Bidder will have to pay e-Tender processing Fee (non-refundable) online ONLY as mentioned earlier.
- 1.3) Interested Tenderers / Agencies who have registered on MSEDCL E-tendering portal paid the Tender fees online and downloaded the Tender will be eligible to upload their Bids.
- 1.4) Bidder should submit Offer in Two Bid formats (Technical Bid & Price Bid) on E-Tendering portal only.
- 1.5) Earnest Money deposit (EMD) submission shall be by online payment or in form of DD/Bank Guarantee drawn in favour of "Maharashtra State Electricity Distribution Company Limited" payable at Thane (City/Town / District/ Taluka Headquarter nearest to Division Office).
- 1.6) EMD Bank guarantee should be from a Nationalised / Public sector Bank/ Private Sector Scheduled Bank located in India in the format as per Tender **Annexure –A**. The EMD amount shall be denominated in Indian Rupees only.
- 1.7) Original Demand draft /Original Bank guarantee/ copy of online payment receipt of EMD must be submitted in Envelope on or before due date and time of Tender at office of Tender Executing Agency. Any Bid not accompanied with EMD payment shall be rejected.
- 1.8) Bid must be uploaded by the bidder through e-tender process not later than the time and date specified in the Tender Notice and Amendment /addendum notice thereof if any. Bids sent by any other mode like in person, post, e-mail will not be considered & rejected. Only EMD will be submitted in physical hard copy at office of Tender Executing office.
- 1.9) **"Technical Bid"** should contain only documents mentioned in Tender pertaining to Technical Bid, EMD, Declaration of bidder, Tender form, etc.as per relevant Schedules& Annexures, etc. with necessary supporting documents. Scanned copy of EMD should be uploaded along with tender documents.
- 2.0) **"Price Bid"** should be quoted strictly as per preform in **Schedule–B** for Price & Quantity of Tender. No conditional offer in price bid will be acceptable. In case of any deviation taken in submission of price bid, the offer may be liable for rejection.
- 2.1) The documents / Certificates submitted by Bidder in Technical Bid and against Clarifications to Deviations requested by MSEDCL will be scrutinized for Evaluation of Bid. The Bid conforming to all the requirements of Tenders will be qualified. The Technically Qualified bidders will be informed before opening of Price Bid. For any further information regarding tender, the bidder may contact Executive Engineer Thane II (O&M Division), before opening of tender.
- 2.2) MSEDCL reserves right to reject any or all bids without assigning any reason thereof.
- 2.3) Bid only in electronic format will be accepted. Bidder should digitally sign with valid Digital signature and upload the required bid documents. **No Hard Copy of Bid will be accepted in any case.**
- 2.4) while uploading Bids on our website, Technical Bid and Price Bid should be uploaded separately. In Price Bid only Price Bid pages duly filled, signed & stamped should be uploaded.
- 2.5) It is not necessary to upload all tender booklet on web site.
- 2.6) Attempt should be made to upload tenders well in advance of deadline. If any bidder is unable to upload tender due to Internet congestion, slow website or any other problem, MSEDCL will not be responsible for the same.

Section– II

GENERAL TERMS AND CONDITIONS OF TENDER AND QUALIFYING REQUIREMENTS

1) Background And Scope of Bid:

Meter reading of PC 0 consumers, Bill Printing and Bill Distribution upto consumers/consumer premises is a crucial activity carried out in MSEDCL every month to collect the revenue for supply of Electricity to various categories of consumers grouped into basic Billing units (BU) or Subdivisions coming under Divisions , Circles , Zones and Regions of MSEDCL.

The Executing Agency also referred to as “Employer” in these Tender invites bids from eligible bidders for meter reading of LT consumers, Bill printing and Bill Distribution as per scope of work detailed in **Section-III**. The successful bidder will have to execute the work every month for the consumers of the area coming under the jurisdiction of the Subdivision office of MSEDCL as per Tender detail. Refer **section VIII** or terms and definitions of the Tender.

2) Technical & Financial Qualifying Requirement of Bidder:

This invitation of Tender is open to eligible bidders having experience in work of CMRI Meter reading, Bill Printing and Bill Distribution and having registered on MSEDCL E-tendering portal. The intending bidders shall be required to meet the Qualifying Requirements in Tender (Minimum Eligibility Criteria) mentioned at **clause no. 2 and 3 of section-II**.

2.1) General Work Experience:

2.1.1 Only single bidder is allowed to participate in the Tender, **Joint Venture** (JV) in any case should not be allowed.

2.1.2 Bidder must submit List of all self-certified orders executed in last 3 years indicating order details, order value, details of work carried out and period of order execution. Bidder must submit order copies and work completion certificate from concerned Order issuing authority related to specific Experience orders required as per clause 2.2.

2.1.3 Bidder/s must not be debarred/ blacklisted for poor performance in MSEDCL subdivision/ public utility / any Ministry of Government of India or Government of Maharashtra. Bidder/s must not be terminated for poor performance in the Division under tender in last 3 Financial Years.

2.1.4 The Proprietor/Partner/Director of Bidder firm must not be stake holder in any other debarred/blacklisted firm.

2.2) Specific Work Experience:

2.2.1. Meter reading:

a) Bidder should submit CMRI Meter Reading experience of any consumer utility for example- Electricity, gas, water, etc. pertaining to Govt. owned public utility or private sector service Industry:

i) One executed work order / contract of at least 12 months with per month CMRI reading of at least 80% of estimated average 1 year count of consumers in Tender

or

ii) Two executed work orders/contracts of at least of 12 months each with per month CMRI reading of at least 50% of estimated average 1 year count of consumers in Tender

or

iii) Three executed work orders/contracts of at least of 12 months each with per month CMRI reading of at least 40% of estimated average 1 year count of consumers of the Subdivision.

b) Bidder should submit Performance certificates of previous CMRI reading experience of at least 50% of total no of consumer.

2.2.2 Bill Printing:

No condition of minimum order value and performance certificate to be applicable for Bill Printing work.

2.2.3 Bill Distribution:

There will be no condition of minimum order value and performance certificate to be applicable for Bill Distribution work except that Bidder will deploy sufficient trained manpower for Bill distribution work after carrying out initial survey of Tender work area on its own

If sufficient number of Bidders is not meeting the Technical Qualifying requirement, MSEDCL reserves the right to relax the Tender conditions or cancel the Tender.

3) Financial Qualifying Requirement:-

The Minimum Average annual turnover of last 3 consecutive financial years should be **equal** to or above 30% of Total Estimated cost of tender.

3A) **Net Worth:** - Bidder should have positive Net worth for FY 2022-23.

4) Submission of Technical bid (Part I) : – (To be uploaded on E-Tendering portal only). This part shall contain all technical and commercial aspects of the bid scanned and digitally signed documents supporting the same as mentioned below, except the Price Bid. Bidder shall upload the Qualifying Requirement documents and following documents:-

- 4.1) Tender Schedule, Annexures, forms duly filled stamped and signed & all supporting documents attested, signed by Tenderer and digitally uploaded.
- 4.2) Scanned copy of E.M.D. paid vide DD / B.G. should be uploaded. (Original DD/B.G. should be submitted to this office before due date of Tender submission if not paid online)
- 4.3) Registration certificate as per status Proprietary, Partnership, Private Limited, Public Limited, Registered Co-operative societies, Shop Establishment License.
- 4.4) Turn-over for the last 3 years certified by Registered Chartered Accountant. 4.6) Registration under Labour Contract Act/ Works contract Act, If Applicable, If bidder is not registered under work contract act with MSEDCL as a principal employer then he will be required to do the same before award of contract.
- 4.5) Employee Provident Fund (EPF), Employees State Insurance Corporation (ESIC) Registration Certificate as applicable
- 4.6) GST Registration Certificate
- 4.7) Pan Card /Pan Registration of Bidder under Income Tax department of India
- 4.8) PAN card of Proprietor /Partners/Director/ Authorised Executing Authority of Agency
- 4.9) Income Tax Return Certificate for last three years

- 4.10) Balance sheet & Profit loss certificate duly audited & certified by C.A. for last three years. Bidders must submit statutory provisions if Audited Balance sheets and Profit & Loss Accounts of last three years are not applicable.
- 4.11) Valid Registration under shop & Establishment Act and proof of registered office location in Maharashtra, In case registered office is located outside Sub-Division, submit Undertaking to set up office in jurisdiction of Sub-Division upon award of order.
- 4.12) Aadhar Number of all Meter Readers and Bill Distributors
- 4.15) Contractors All Risk (CAR) Insurance/ Erection All Risk (EAR) / Transit Cum Erection (TCE) obtained from Director of Insurance, Government of Maharashtra if applicable.
- 4.16) Self Certified List of all orders executed in last 3 years indicating order details, order value, details of work carried out and period of order execution as per clause 2.1.2 of **section II**.

5) Submission of Price Bid (Part II) : – (To be uploaded on e-Tendering only.)

The Price Bid must be strictly in the prescribed format filled in both figures and words and duly stamped, signed in ink and scan, uploaded with digital signature on e-tendering portal. Price Bid uploaded with conditions different from the tender specification and as mentioned in the '**Price Bid Schedule B**' will be rejected. In case of difference in rates mentioned in figures and words, the rates favourable to MSEDCL will be considered.

Bidder must fill their offered rate in terms of percentage of Schedule rate given by MSEDCL for Tender work contract in figures as well as in words to overall work in Tender

The rate quoted by the bidder shall be inclusive of all costs except the GST applicable. The rates quoted by the bidder shall be firm and not subject to price variation during the subsistence of the contract period /year on account of cost escalation and changes in statutory / non-statutory levies, duties, cess, etc.

Bidder will indicate rate of GST in _____ percentage and HSN code = _____. Bidder should submit the Government notification for the GST applicable.

6) One Bid per Bidder:

Each bidder shall submit only one bid for one tender. Submission of more than one bid will be considered as disqualification for Tender.

7) 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.

8) Survey of Area and Site:

The Bidder is advised to survey or get acquainted with the Project area, site conditions and routes/approach roads, where consumer meter reading and bill distribution is to be carried out to assess the extent of Tender work, costs and manpower required before submitting Tender. After awarding of Tender no extra time will be given for survey.

9) Contents of Bidding Documents:

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

10) Clarification of Tender:

A prospective bidder requiring any clarification of the Tender documents may notify the Employer in writing before Tender opening or in Pre- Bid meeting.

11) Preparation of Bids:

All documents relating to the bid shall be in the English language only. Partial bids, or bids which do not cover the entire scope of the works will be treated as incomplete and not responsive to the terms and conditions of bidding and are liable to be rejected. Alternative proposals shall not be considered.

12) Bid Validity:

Bids shall remain valid for a period of 90 days from the Tender opening. Bid valid for a shorter period shall be rejected by MSEDCL. In some circumstances MSEDCL may solicit Bidder's consent to extend the period of validity. The consent for extension, if any shall be given in writing by bidder. The EMD provided shall also be suitable extended

13) Earnest Money Deposit (EMD):-

- a) The tenderer should pay the Earnest Money Deposit at 1% of the Total Estimated Average One year cost of tender amount in Rs29000 unless exempted on account of statutory directives. Earnest Money deposit shall be paid online or by way of Demand Draft /Pay Order/Bank guarantee drawn in favors of Executive Engineer, MSEDCL, Thane-2 Division, on any Nationalized / Scheduled Bank payable at Thane valid for 90 days before the due date and time of the tender. The relevant amount and receipt No. should be mentioned in the tender.
- b) If the EMD is in form of BG, then Irrevocable Bank Guarantee of any Nationalized Bank having Branch at Thane in favour of Executive Engineer, MSEDCL, Thane-2 Division, THANE. The format of Bank Guarantee is enclosed.
- c) Any bid not accompanied with adequate E.M.D. will not be considered for evaluation.
- d) The E.M.D. of the unsuccessful bidders will be returned by RTGS in case of online /DD mode or release of Bank guarantee as soon as possible after finalization of Tender. The Bidder has to submit application for return of the E.M.D. to this office.
- e) The E.M.D. of the successful bidder will be returned by RTGS or release of Bank guarantee when the bidder has signed the Contract Agreement and submitted performance security deposit.
- f) No interest shall be payable on the EMD.
- g) The EMD will be forfeited if the bidder withdraws his bid during the period of bid validity, or in case of successful bidder if he fails to sign the contract Agreement within specified time limit.
- h) Bidders claiming exemption from payment of EMD shall give valid documentary proof of exemption from Government Authority.

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Sign and Seal of Tenderer

14A) Submission of Bids:

The tender is to be submitted on E-tendering portal on or before the due date and time for submission of Tender. It is advisable to submit the digitally signed Technical Bid and Price Bid sufficiently in advance of due date and time so as to avoid last minute trafficking at server. Any complaint for delay in submission of the bid due to any technical reason will not be entertained. The bidder shall scan all the documents forming part of the bidder's Technical bid and Price Bid, and convert the same into PDF format. The size of the individual documents of Technical bid and Price Bid in PDF format shall not exceed 5 MB. In case the size of the PDF document exceeds 5 MB, the PDF document shall be split up into suitable number of files of size of 5 MB or less each. There after each file shall be numbered as "Tech_ (Number & Name of Document).pdf". Then these files shall be digitally signed using the software provided by MSEDCL during registration of the bidder. The digitally signed document files shall be uploaded by the bidder on the "e-tendering" portal of MSEDCL.

14B) Amendment to Tender document:

At any time prior to the deadline for submission/opening of bids, MSEDCL may for any reason, whether at its own initiative or in response to a clarification requested by any prospective bidder, modify the Bid documents by issuing Amendment/Addendum. Any Amendment or addendum thus issued subsequently to Tender notice shall be treated as part of the Bid documents and shall be communicated through the Notice and Amendment to Tender on E-tendering portal.

15) Deadline for Submission Bids:

The Employer may extend the deadline for submission of bids by issuing an amendment /addendum notice on E-tendering portal. 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.

16) Date and Time of Opening of Bid:

Tender shall be opened on the due date and time of Opening of Technical Bid videe-Tendering portal in the presence of the bidders/ authorized representatives who may be present. If the due date of opening / submission of tender document is declared as holiday by Central / State Govt. or local Administration, it will be automatically shifted to the next working day, for which no prior intimation shall be given.

17) Opening of Technical Bid and Tender Evaluation:

The Employer will first open the Technical bid vide-Tendering portal on date of Tender opening and examine payment of EMD (physical submission of DD or BG).

For Evaluation of Tender, Employer will carry out scrutiny of the online submitted/uploaded documents in accordance with the requirements of the Tender document. For qualification of bids, all qualifications mentioned are essential. If any of the documents is found to be not complying with the qualifying condition of Tender the bid will be decided as Not Qualified. Price Bid (part II) of the Not Qualified bidder will not be opened.

18) Clarification of Technical Bid Deviations:

Only bids conforming to minimum eligibility criteria and found to be technically responsive will be taken up for further evaluation. During evaluation of Technical bids the Employer may, at its discretion, ask any bidder in writing for clarification of their bid but no change in price or substance of the bid shall be sought, offered, or permitted except to confirm the correction of arithmetic or grammatical errors discovered by the Employer in the evaluation of the bids.

19) Price Bid opening:

The price bids of only technically qualified bidders will be opened after notification by the Employer to attend the online opening of the Price Bid of the bids.

20) 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 influence the Employer's processing of bids or award decisions shall result in the rejection of his bid.

21) Prohibition for Post tender Correspondence:

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.

22) Employer's right to accept or reject, any or All Bid(s):

The Employer does not bind itself 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.

23) Award of Contract:

Subject to qualification of bidder as specified 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 to be eligible in accordance with provisions specified in Tender.

24) Agreement:

Upon Notification of Award, the successful bidder would have to execute an agreement as per company's rules, within 14 days of the intimation being given to him regarding acceptance of his bid, for successful completion of the work.

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Sign and Seal of Tenderer

In the event of acceptance of particular bid for award of Contract, the Agency will have to execute a written agreement on the prescribed standard form as per MSEDCL's Rules. The regular stamp duty, etc necessary for completing the agreement shall have to be borne by the Agency.

25) TIME: The Essence of Contract:

The Agency shall begin the Works on the Stated Date and is to carry out the Works in accordance with the program issued to them by executing officer time to time. Detailed Work-Order will be issued after signing of agreement and submission of security deposit.

26) Scope of work:

The detail Scope of work & Technical specification is given in **section III** of the Tender document.

27) Jurisdiction:

Regarding any dispute, the decision of Employer / Tender Authority is final binding on the Bidder/Agency. Any disputes or difference arising under, out of or in connection with this tender or contract if concluded, shall be subject to the exclusive jurisdiction of the "Courts "in District / City nearest to Division or Area of work Specified in Tender and Contract.

28) Interested Concerns / Conflict Of Interest:

No two or more concerns in which an individual is interested as a proprietor and/ or partner shall tender for execution of same work. If Bidder (s) is found to be in conflict of interest, they shall be disqualified. Please furnish the undertaking /declaration towards absence of conflict of interest with other bidders participating in the Tender as given **in Annexure G.**

29) Unsatisfactory Past Performance:

Even on fulfilment of all the Tender criteria it may please be noted that:

- a) Offers of those bidders, who have been debarred / black, listed for future business with our Company/ other DISCOM of India may be summarily rejected.
- b) In case of those bidders whose past performance has not been satisfactory against previous tenders / work contract of MSEDCL/ MSEB, they may not be considered for order.

Following shall attribute to poor performance of a bidder: -

- (i) Non-execution of previous order(s)/ work contract
- (ii) Inordinate delay in services.
- c) If Bidder has engaged in corrupt or fraudulent practices in competing for Tender or in executing any previous contract.

30) Criteria for Placement of Order:

Tender will be awarded to successful L-1 rate Bidder for contract period of 1 year on the rate accepted in Tender. No price variation will be applicable on the accepted Tender rates. GST as per

prevailing statutory rates will be applicable. The performance of the Agency that is awarded the Tender will be reviewed every month.

However, MSEDCL reserves the undisputed right to split the scope in any number of contracts or may award contract for partial scope of work.

However upon poor performance at any time during contract, the contract will be terminated as per Tender clause no 14 for Termination of Contract and clause 15 for Debar Action policy and procedure of MSEDCL in **Section IV** of Tender.

33) Purchaser's Right to obtain Matching Rate:

Matching of L-1 rate may be considered in Tender in view of:

- (i) stand-by Agency in case of non-response by L1 Bidder.
- (ii) Government of Maharashtra GR from Industries , Energy & Labour Department Case no 8494, dtd 31-07-2003 towards Financial empowerment of BerojgarSevaSahakariSanstha, etc. who are not financially capable.

Bidders may submit their consent of matching with L-1 rate as per proforma(given below) in clause 33 Section –II when called separately in Matching Bid and the matching offer must be valid for complete work period of Tender. The Matching bid obtained from Bidders will be considered by sole decision of MSEDCL as per rank in Price bid next to L-1 in the event when L1 disagrees to accept & execute order or fails in performance of the Tender contract.

Section – III

Scope of Work And Technical specifications in Tender

1. Objective

The agency should carry out the following activities in Thane-2 Division of MSEDCL.

- a) One Time Survey of all Consumers under Zero PC & Meter Installations and submit the report as in **Annexure-1**.
- b) Monthly recording of 4 slot readings (KWH, KVAH, RKVAH & MD-KVA) of consumers having load 0 to 20 KW and reporting the cases of excess MD-KVA. Agency has to take the CMRI of excess MD-KVA consumers, extract the billing parameters and integrating the same in MR-9 format in the billing server of MSEDCL.
- c) Monthly downloading of Zero PC consumers meter data through Common Meter Reading Instrument (CMRI), extracting the billing parameters and integrating the same in MR-9 format in the billing server of MSEDCL,
- d) Analysis of Load Survey Data, Tamper Events, Billing & Instantaneous Parameters using tested and full-proof Analysis software tools, and submit various analysis and exception reports

2. **Scope of Activity: One-Time Survey of Zero PC Meter Installations:** The following activities should be carried out as part of one time survey of all the consumers billed.

- 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.
- g) Submission of Analysis and Exception reports generated from the data collected from the field.
- h) Bill distribution to consumer end.

2.1 **Physical Verification of Meter Installation:**

This includes the following activities to be done at the consumer premises and the details need to be filled up in the survey Performa 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) Consumers Number, Name and Address.
- c) Instantaneous values of all parameters as displayed by the meter and as measured by tong tester / multimeter.

- 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) Calculations of MF and to cross check the same with the last month's bill of the consumer
- h) Identification of Meter type – Static or Electromechanical.
- i) CT Particulars like CT Ratio, CT Make and CT Class.
- j) Status of Meter condition including display, display button, MD reset button, CT/PT Terminations.

2.2 Wiring Verification:

The phase sequence, phase association and CT polarity for the metering equipment will 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 CT's

2.3 Photograph of the Meter Installation :

Digital photographs should 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.

2.4 Voltage and current measurement by Tong tester / Multimeter :

Actual incoming phase voltages and currents should be measured using tong testers 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.

2.5 Creation and Maintenance of Master Data Base :

Consumer master data base with all the particulars, as given in **Annexure – 1**, should be submitted to MSEDCL

2.6 One Time Survey Reports :

On completion of One-Time survey, detailed Analysis and Exception / Anomaly reports, as given in Annexure – 2 & 3 should be submitted to MSEDCL.

3. Monthly Zero PC Meter Data Downloading Activities

The Scope of the work includes the following

- a) **Monthly Meter Reading of 0 to 20KW consumers CMRI of consumers having excess MD-KVA.**
- b) Monthly Meter Reading / Downloading of Meter data through CMRI.
- c) Uploading the meter data to Base Computer.
- d) Submission of Billing parameters as per MR-9 format of MSEDCL.
- e) Submission of Analysis Reports.

f) Submission of Exception / Anomaly Reports

3.1 Meter Reading / Downloading of Data Through CMRI

The agency should Read / Download data from various makes of meters installed as per the schedule of MSEDCL. The agency should download data from various makes of meter using CMRI conforming to CBIP specification TR-111 of May 1997. The meter data shall be provided to MSEDCL as per requirement on completion of the activity and the data downloads to 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. It is mandatory to take the MRI data as per given program by Subdivision office every month & next day data has to be submitted to IT for bill generation.

3.1.1 Monthly Meter Reading of Consumers manually; which are not communicated through CMRI

- a. Work of meter reading of consumers on MR-9 sheet or through mobile app for which the MRI data could not be taken due to non-availabilities of MRI port or the communication error and report the excess MD-KVA.
- b. punching of the data in prescribe format,
- c. generation of various reports,
- d. submission of soft data to IT

3.2 Extraction of Billing parameters & submission of data MR-9 format:

The agency should have suitable software to convert the raw data extracted from various make of meters and generate a flat file in ASCII format as per MR-9 billing format of MSEDCL. In case the meter is non-communicating, the relevant billing parameters need to be generated electronically as per B-30 format of MSEDCL. The parameters that are required in MR-9 format are given in Annexure-4.

3.3 Exception / Anomaly Reports :

The agency shall carry out a detailed analysis of Instantaneous, Load survey and Tamper event data, and submit a detailed Analysis and Anomaly reports, clearly indicating the detects in metering systems, which would include

- a) Severe and Nominal PT Unbalances.
 - b) Severe and Nominal CT unbalances including reversal of CTs.
 - c) Identify consumers with very low load utilization.
 - d) Identify meters with load survey value is zero in all the slots.
 - e) Tamper Event Not Restored or occurring intermittently.
 - f) Extreme variations in power factor and demand.
 - g) Meters with high incidences of No-load / No-power.
 - h) Faulty meters.
 - i) Electro-mechanical / non-communicating meters which cannot be billed as per TOD tariff schedule.
 - j) Reporting of excess MD-KVA of consumer having load 0 to 10 KW
- All above reports has to be submitted monthly to respective S/Dn area in charge& to Division office.

4. Inputs / Assistance to be provided by MSEDCL

MSEDCL will provide the following assistance to the agency

- a) Feeder wise list of existing HT, LT-CT operated special consumers of Industrial area with details of installed CT-PT set with Sl. No., Ratio, Class, Meter Make, Type, Class of LT-V TVM, Previous readings and Multiplying factor.
- b) **List of Consumer other than AMR should be issued to Agency every Month.**
- c) All the meters shall be programmed for recording billed energy and resetting MD at 00:00 hours on the 1st day of the calendar month.
- d) List of consumers directly fed through 400/220/132/66/33 KV substation and location of their meters.
- e) List of disconnected consumers, for which monthly readings are not applicable / required.
- f) MSEDCL will provide the BCS software for difference makes of electronic meters installed in MSEDCL.

5. Scope of work for Printing of bills:

- a) After the Bill generation, MSEDCL-Sdn will give the Bill printing files. 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 for respective PDF file.
- b) After Bill printing PDF file is made available, 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.
- c) 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.
- d) 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.
- e) The Printing sites will be established and managed by the Agency by arranging on their own 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.
- f) 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.

- g) The Agency shall make use of Laser Printers for Bill printing. 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.
- h) 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 color are revised by MSEDCL, Agency will have to make necessary changes on same rate terms and conditions of the contract.
- i) The Agency should be capable of handling increased print load without affecting the Distribution time specified.
- j) 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. One Sample each of proper and improper printing alignment is enclosed in Tender at Section X.
- k) 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.

6. Scope of work for Bill Distribution Activity

Upon receipt of Bill Distribution job, Agency has to arrange to **immediately** collect the Printed bills from concerned Subdivision and start distribution of bills to consumers or consumer premises immediately so as to complete Distribution of bills **within two days/48 Hours for Urban area and within three days/72 hours for Rural from receipt of printed Bills**

- 7. Visitor entry should be made in Visitor's Register of Society/premises wherever maintained. Meter reader will display Identity card bearing sign and seal of Agency authority at the time of visit of consumer premises.
- 8. The Agency will carry out the reading work during day time 8:00 to 17:30 Hours in Urban and Rural areas. Agency must ensure that the work of Meter reading shall be scheduled in such a way that the period of load shedding in the particular area is avoided.
- 9. The Agency shall not entrust the work on sub contract, transfer or assign the contract or any part thereof to any other party without consent / permission of MSEDCL competent Authority. In case if it is not followed it will be treated as breach of contract and contract will be terminated at contractor's risk and cost.
- 10. The Agency must arrange their own Transport for manpower and Staff engaged in meter reading, collection of pre-printed stationary, delivery of printed Bills to Subdivisions, collection of printed bills for Distribution, Bill distribution to consumer along with the required material, equipment, mobile, etc. Hence Agency must consider all such costs at the time of quoting the rates in Tender.
- 11. If Agency or its staff i.e. (individual meter reader /bill distributor) if found involved in any fraudulent practice being carried out by them , then Agency as well as individual will be

liable for action on both fronts, i.e. civil (financial losses) & criminal (forgery, involvement/abetment in theft etc.).

12. Agency shall indemnify MSEDCL against any liability or damages from any wrong, fraudulent acts, crime committed by persons employed in Agency during execution of the contract work. Serious action shall be initiated against the Agency if any of the official & staff engaged by it misbehaves with consumers/ MSEDCL officials or gets into any act which may hamper the image of MSEDCL and causes any financial loss to MSEDCL.

13. Contractor's Staff Details and Consumer Billing Data required for Tender work:

13.1 The Agency has to submit the list of Meter Readers, Bill Distributors and supervisory staff indicating their Name, Identity card no, Aadhar no. And their mobile nos. upon issue of LOA in Tender to concerned Sub-division and Division Office in detail.

13.2 Provision of Aadhar number and Mobile Number is mandatory for Meter reader and Bill Distributors no job can be assigned to agency user until Aadhar number and Mobile number is provided in Mobile App / Web console.

13.3 All manpower deployed by the Agency should be suitably qualified minimum SSC pass or ITI or Maharashtra State Certificate in Information Technology (MSCIT) and trained for the allotted job i.e. Meter reading, Bill distribution and bill printing intended to be performed by them.

13.4 The manpower should be conversant with local languages, i.e. to working knowledge of English, Hindi & Marathi so as to interact with consumers.

13.5 The deputed manpower should be extremely polite with consumers/MSEDCL Staff and should be able to address consumer grievances about Energy bills.

13.6 It will be mandatory for Meter reading/Bill distribution employees of Agency to display the Identity Card issued by Agency having following details:-

- I. Identity card no.
- II. Logo, Name, Address contact of Meter reader & Bill Distribution Agency.
- III. Meter reader Name and photo.
- IV. Date of Issue.
- V. MSEDCL Tender No. , Division & Subdivision name.
- VI. Contract period.
- VII. Sign and seal of Agency Authority.

13.7 Sufficient number of coordinators will have to be employed by Agency to ensure smooth working with different MSEDCL offices.

13.8 If the MSEDCL asks the Agency to remove a person who is a member of Agency's staff or work force for any type of misbehavior or repeated defaults observed in meter reading and other contractual work of Tender, the Agency will ensure that within three days such person will have no further connection in future with the MSEDCL meter reading, printing and Bill distribution work of Tender contract.

13.9 The information about any staff (Meter reader or Bill Distributor) leaving the Agency Or newly added to the Agency should be informed to concerned Sub-division/Division by Agency.

14. PENALTY :

If the work is not done / completed within the time limit, a penalty as below will be deducted from your bills.

- a) The reading program shall be strictly observed. MRI readings should be taken strictly in minimum time period & should be submitted to the billing in one stroke & all the required reports should be submitted by the agency on the next day as per schedule program to concerned S/Dn. Office. Otherwise penalty @ Rs.1000/- per consumer.
- b) In case of non-submission of tamper event/other required reports by the agency, penalty of Rs 1000/- per consumer will be imposed without any upper limit or ceiling
- c) For wrong reading, if complaint is made by consumer & same is established, penalty **Rs. 1000/-** of rate payable to the agency.
- d) If consumer submits complaint for wrong billing or any other reason in GrahakManch, Consumer / Redressal forum / Hon'ble Court, penalty imposed by such authority will be deducted from your bill.
- e) In the event of any fraud in meter reading through any method which directly affect MSEDCL revenue , it will be presumed as criminal misconduct by agency and accordingly FIR will be lodged against the agency as per provision of Electricity Act as well as relevant section of IPC.
- f) If any unbilled connections of period beyond one year reported by agency , an incentive of Rs. 50/- per consumer shall be given but only after start of billing of that consumer. The agency should provide all required data and assistance for start of billing.
- g) 100% meter reading Normal billing is our prime objective. The agency should extend all sorts of help to achieve this goal and it will be the judging parameter of the performance of agency.
During First stroke before processing to IT, details of Non MRI consumers such as Lock/Inaccessible/RNA/Faulty Meter/slot mismatch error/communication error etc details should be submitted to concerned subdivision. SDO/AE QC will rectify the errors to bring 100% MRI reading. Violation of above, penalty will be charged @ 5 times of rate offered per consumer in work contract
- h) Rs.50 per bill per day will recover as penalty against non-distribution of bill & delay in distribution of bill.
- i) If work is not carried out satisfactory & if affects the revenue of MSEDCL OR, If total penalty exceeds 25% of bill amount during the month, company reserves the right to terminate the work contract.
- j) If it is noticed that the bogus readings are shown without visiting the consumer premises & such bills are issued to consumers, the agency shall be instructed to lodge FIR against his employee who is indulged in such activity.

- k) If repeated mistakes are observed, it shall be treated as utter failure of it & FIR will be filed or contract shall be terminated alongwith the blacklisting of the same.
- l) The meter reader against whom FIR is filed will not be in any case employed by any agency. If found so, contract will be terminated without notice.
- m) 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 by sdn 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. |

15. PAYMENT:

100% payment will be released monthly on submission of bills only after having achieved target of billing completion work and measurement recorded by concerned SDO. The said Sub Dn. Office shall forward the service entry Book to the Executive Engineer of respective Divn. Office who in turn will make the payments.

16. *The company reserves the right to accept and admit any paper / documents which were necessary but remained to submit/upload by the bidder. In this respect, the company will have un-disputed discretionary powers to accept such papers / documents after opening of technical bid.*

17. MAINTENANCE OF FACILITY & PERSONNEL :

The successful bidder shall maintain all requisite facilities of its own as required to carry out site reading & data analysis of meters installed at the consumer premises & to validate, update & collect the related data of the consumers. You shall provide & maintain a controlling office at with proper staff, which shall remain open at all reasonable hours to receive communication. You shall maintain communication equipments like telephone with fax, mobile phone, internet etc. for interaction with MSEDCL & others. You have to arrange for sufficient quantity of CMRI for efficient, proper and timely meter reading.

The person engaged for CMRI meter reading should be trained, well conversant with the work and polite. It is mandatory for employees for the agency to display valid Identity Card issued by the agency. You should provide a list of persons with Bio-data engaged by you to the concerned Ad.EE.

18. TERMINATION OF CONTRACT

If repeated mistakes are observed against the same agency, this shall be treated as utter failure of it and FIR will be filed/contract shall be terminated with black listing of the same. In case the Agency fails to deliver the work within the specified time during the contract period or in case the services are found not in accordance with the prescribed norms, the MSEDCL shall exercise its discretionary power to avail from elsewhere, after giving due notice to the Agency, at the risk of Agency, such services and to cancel the contract reserving MSEDCL's right to recover damages, notwithstanding that the powers referred above are in addition to the rights and remedy available to the MSEDCL under the General Law of India relating to contract.

If performance of Agency is not satisfactory or for any breach of contract terms and conditions, then contract will be terminated with levy of damages and Performance Security Deposit will be forfeited.

In the event of risk purchase of services of similar description, the option of MSEDCL will be final. In the event of such action taken, agency will be liable for any loss which the MSEDCL may sustain on that account, and agency will not be entitled to any saving on such purchases made against default

(i) MSEDCL may, upon written notice of default, terminate contract in the circumstances detailed hereunder:-

- a) If in the opinion of MSEDCL, the Agency fails to execute the Contract within the time specified or during the period for which extension has been granted by MSEDCL.
- b) If in the opinion of MSEDCL, the Agency fails to comply with any of the other provisions of this contract and found to be not in accordance with prescribed specifications, and / or the approved samples.

(ii) In the event of such termination, MSEDCL shall exercise the discretionary powers as:

- a) To recover from the Agency, Liquidated damages and Penalty

AND / OR

- b) To cancel the contract reserving MSEDCL's rights to recover damages.

(iii) Powers under sub-clause (ii) referred to above, are in addition to the rights and remedies available to the Company under the law of India relating to contract.

(iv) In the event, MSEDCL does not terminate the Contract as provided above, the Agency shall continue execution of this order, in which case he shall be liable to MSEDCL for liquidated damages & penalty as per **Section V** of Tender documents.

- (v) Due to advance Technology and if adopted by MSEDCL and if it affects the scope of work or even discontinue the Tender work by serving 1 month notice, the Agreement will come to an end and in that case no damages will be claimed by the Agency.

18B. Right to cancel the contract .

The Employer (MSEDCL) shall have the right to cancel the contract wholly or in part in the event it is obliged to do so, on account of any decline, diminution, curtailment or stoppage of work (s) by giving **2 months' notice and MSEDCL will not provide any compensation to the Agency.** This is in addition to the Right towards termination of Contract upon written notice of breach of contract terms or Non-satisfactory performance of Agency.

18 C. Willful unconditional exit of contract to Agency.

If Agency requests to terminate the contract then Agency will be allowed to exit the contract **upon expiry of 6 months'** notice period due to any reason, then the Employer (MSEDCL) may terminate the contract without compensation to the Agency reserving right to recovery of penalty /damages incurred if any from the Performance security deposit and balance Performance SD will be released.

19. JURIDICTION:

Any disputes or difference arising under, out of or in connection with this tender or contract if concluded, shall be subject to the exclusive jurisdiction of the **"Courts" in Thane.**

Proforma – I**Consumer Data Profile****The following details are to be collected from the field**

- a) Proforma No.
- b) Circle Name
- c) Division; Sub Division; substation Name
- d) Feeder; Transformer Name
- 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
- 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

Proforma – II**Analysis Reports**

- a) Usage index : Usage of load with respect to average and contract demand
- b) Load Utilization : Actual usage of load in % slot wise with respect to contract demand.
- c) No load and black out : Percentage wise no load and black out slot wise
- d) PF Status Report : Percentage of PF slot wise
- e) Data wise report : Day wise consumption of KWH, KVAH, KVA
- f) Instantaneous Parameters : Instantaneous values of Voltage, Current, Power etc.
- g) Status of RTC : It shows the RTC is correct or not, wiring verification
- h) Exceed contract demand : Cases of maximum demand exceeding the contract demand.
- i) Tamper events report : Tamper occurred in that month and of the previous month
- j) Transaction events Report : Transaction events registered by meter
- k) List consumers : Entire list of consumers for whom the activity is carried out
- l) MD exceeds CD : Consumers whose maximum demand exceeded contract demand

Proforma –III**Exception / Anomaly Reports**

- a) PT Unbalance – Nominal; List of consumers whose phase voltage difference between two phases is 30 and above
- b) PT Unbalance – Severe; List of consumers where any one of the phase voltage is less than 170 V.
- c) CT Unbalance – Severe ; List of consumers whose Line Current is less than 1 A when the other phase current is more than 10 A
- d) CT Reversal : List of Consumers whose CT found Reversal when the PF is more than 0.5 lag.
- e) Very Low Load Utilization : List of consumers whose % of slots <20% of CD is 50 and above.
- f) Load survey Value is Zero in all the Slots : List of consumers whose every slot value in Load Survey Data is Zero.
- g) All the parameter values are Zero in Inst. Parameters : List out the consumers for whom all the instantaneous parameter values are zero even after the restoration of power
- h) Tamper event no restored : List of consumers where tamper event occurred but not restored (all tamper events occurred during the last three days from the date of reading are not considered).
- i) Tamper event occurred intermittently : List of consumers where Tamper Event occurred intermittently in the previous month and the duration is more than 24 hrs.
- j) Power Factor less than 0.5 for more than 50% of total used slots; List of consumers whose % of slots <0.5 PF is 50 and above
- k) Low Average Demand With Respect to Contract Demand : List of consumers whose average demand is less than or equal to 50% of contract demand.
- l) Maximum Demand Exceeded Contract Demand : List of consumers whose maximum demand exceeded contract demand
- m) High No Load and Blackout Slots : List of consumers whose sum of No. load and blackout duration is 10% and above calculated for each slot.
- n) RTC Corrupted : List of consumers whose RTC found corrupted (RTC Drift is more than month)
- o) Meter Faulty : List of consumers whose meter found faulty (Even after getting the supply voltage, meter is not energized)
- p) Meter Display Problem : List of consumers whose meter display found problem (Clarity is not good)
- q) Electro Mechanical Meters : List of consumers whose meter are electro mechanical.
- r) Electronic Meters without Optical Port : List of Consumers whose meters are electronic, but it does not have optical port.
- s) Data Pro and Duke Arnics Meter : List of consumers whose meter are either Duke Arnics or Data Pro
- t) Meter with one TOD slot : List of consumers with only one TOD slot.

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Sign and Seal of Tenderer

Proforma -IV

| Sr. 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 'ddmmyyyy' |
| 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) | |

MSE
DCL**MR-9 format for Billing and TOD data, using CMRI**

SAFETY PROVISIONS

- 1) Adequate precautions shall be taken to prevent danger from electrical HT/LT installation. The contractor shall provide necessary safety equipment to protect his staff from accidents and shall be bound to bear expenses of defence of every suit, action, other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.
- 2) All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the contractor shall take adequate measures to ensure proper use of equipment by those concerned.
- 3) When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid, treatment of all injuries likely to be sustained during the course of the work.
- 4) Persons responsible for ensuing compliance with the safety provisions shall be named therein by the contractor.
- 5) To ensure effective reinforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer or his representative and the Inspecting Officers.
- 6) Should any accidents, fatal or otherwise occur, a detailed report about the same shall be made promptly by the contractor to the Engineer-in-Charge. The contractor should at all time during the work keep the M.S.E.D.C.Ltd. fully indemnified against all risks, claims, litigations and financial burdens arising out of all incidental operations on work and accidents.
- 7) Notwithstanding the above provision 1 to 7, the Contractor is not exempted from provisions of other Act or Rule in force.

SEAL AND SIGNATURE OF CONTRACTOR:

SECTION-IV

Terms and Conditions of Tender and Contract

1. EFFECT OF CONTRACT.

The Contract shall be considered as having come into force from the date of issue of Letter of Award to the successful bidder. The successful bidder shall start work from the stipulated date intimated by MSEDCL. All work shall be executed in accordance with the prevailing laws in India, relating to the work and rules & regulations there under, wherever applicable. Any liability arising out of contravention of any of the laws shall be the sole responsibility of the Agency and MSEDCL shall not be responsible in any manner whatsoever.

2. CONTRACT PERIOD AND TIME THE ESSENCE OF CONTRACT.

The Agency will have to execute the Contract for the work awarded for the **Contract period of 1 Year** from date of Commencement as Notified in the Award of Contract. The decision of the Employer (Tendering Authority of MSEDCL) in connection with operating schedule and instruction will be final and binding to the Agency.

3. PERFORMANCE SECURITY DEPOSIT.

The Agency (successful bidder whose bid is accepted by the Company for issue of award for the Tender work) shall have to furnish Performance Security Deposit **@ 10% of value of contract** in Indian Rupees in the form of Bank guarantee in the Tender prescribed format from any Indian Public sector/ Private Sector, Scheduled Bank in favour of “Maharashtra State Electricity Distribution Company Limited”, payable at Thane office of MSEDCL within 15(Fifteen) days from the date of Letter of Award. The Unconditional Bank Guarantee towards Performance Security Deposit shall be valid for entire Contract period of 1 year plus 6 months claim period. Agency will have to pay additional Performance Security deposit if additional work order is issued later. Agency shall agree to extend the Bank guarantee if required in future. If Contractor firm fails to make payment of Performance Security Deposit within 15 days as above then the contract awarded shall be liable to be terminated at the risk and cost of the Agency and Agency shall be solely responsible for the consequences arising out of such termination.

The Performance Security Deposit is for the due performance of the Contract and MSEDCL shall forfeit the Performance Security deposit in the event of

- (i) Failure to execute this contract **Or**
- (ii) Any other contract,
- (iii) Poor performance and
- (iv) Non-fulfilment of the terms and conditions of the Contract.

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Sign and Seal of Tenderer

The Performance Security Deposit shall be returned to the Agency after due performance of the contract as per terms and conditions and expiry of the Contract period provided there are no claims outstanding to be recovered against the Agency. No Interest shall be paid by MSEDCL on Performance security deposit furnished by the Agency.

4. PERFORMANCE OF CONTRACT.

The Execution of Contract in adherence to Scope of work and the Terms & Conditions detailed in Tender document and Contract will constitute Performance of the Contract.

5. INSURANCE /RISK COVER.

The Agency shall as per the Government of Maharashtra Resolution, contractors' all risk (CAR) insurance policy or Transit cum Erection (TCE) or Erection all risk (EAR) insurance in respect of contract works awarded by MSEDCL as principle to the contract work and workman's compensation insurance in respect of workmen engaged and deployed by the Agency to complete contract work, is required to be obtained from the Director of Insurance, the Govt. of Maharashtra as per the Letter from H.O. vide No. IR/Insurance/9623 dtd.13/04/2012. The same should be submitted by agency to concerned Division in charge within one month after placing detailed work order to agency.

The Agency shall be responsible for taking insurance and risk coverage that may be required at its own cost for successful execution of Contract if applicable.

6. TERMS OF PAYMENT.

After satisfactory completion of the works on monthly basis, Agency shall submit monthly invoices online for the Tender work done of Meter reading, Bill printing, Bill Distribution taken in a month. System generated report shall be confirmed by MSEDCL office.

For poor printing quality, wastage of pre-printed stationary and complaint of non-distribution of Bills, concerned Sub-Division will provide the month wise-information for deduction of penalty.

If wrong reading is detected in subsequent meter readings, bill revision or consumer complaints, then such penalty will be deducted from further month bills or performance security deposit.

No interest or penalty will be payable by MSEDCL on account of non-payment of bills or delay in releasing the payment. No advance payment / mobilization advance shall be paid. The Taxes and TDS applicable as per statutory rate shall be deducted from the payment amount.

Work is to be measured as per standard procedure. The Agency shall be directly responsible for payment of wages to their workmen. Payment shall be done as per the actual meter

reading through CMRI/ MR9/ mobile app uploaded in server along with photo, quality bill printing & bill distribution within time frame.

9. OTHER IMPORTANT GENERAL TERMS AND CONDITIONS.

- a) **Patent Rights and Royalties:** Royalties and fees for patents covering materials, articles, apparatus, devices, equipment's, software and processes used in the works shall be deemed to have been included in the contract price. The Contractor shall satisfy all demands that may be made at any time for such Royalties of fees and they alone shall be liable for any damages or claims for patent infringements and shall keep the Employer indemnified in that regard.
- b) Agency shall be liable to fulfil all the conditions/ provisions of Employees State Insurance Act 1948, Payment of wages Act, 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's compensation Act 1923, Industrial Disputes Act 1947, Indian Factories Act 1948, Maternity Benefit Act 1961, Employees Provident Fund & Miscellaneous Provisions Act 1952, Shop & Establishment Act 1948, Payment of Gratuity Act 1972, Payment of Bonus Act 1965, Maharashtra Workmen's Minimum House Rent Allowance Act, 1983, Contract Labour Regulation and Abolition Act 1970 ,etc. or any modification thereto or any other law relating thereto and rules made there under from time to time. This office will not be responsible for any shortcomings & liabilities out of these acts. Any damage, compensation, disputes arising out of this contract will be at Agency's Cost, Risk. Agency shall bear the entire responsibility, liability and risk relating to coverage of work force under different statutory regulations and statutory provisions. Agency shall consider all the provisions of Law at the time of submitting the Tender.
- c) All prevailing Government Resolutions (GR), Acts, Rules, Regulations and statutory provisions as per Law will be applicable to Tender.

10. GUARANTEE.

All services to be provided are to be guaranteed for correctness and conductance as per acceptable norms and in the event of any failure on the part of Agency, MSEDCL will be entitled to terminate the contract at risk and cost of Agency. Further, necessary legal course of action, as deemed fit; will be taken for recovery of MSEDCL dues.

11. Communication and Notices.

All communication or notice to be given to Agency under the terms of the contract shall be served by sending the same in writing by registered post at the Agency's principal place of business (or in the event of Agency being a company at its registered office) or by Email address provided by Agency.

12. CONFIDENTIALITY OF CONTRACT.

The Agency shall treat the contract and everything contained therein as private and confidential. In particular, the Agency shall not publish any information, drawings or photograph concerning the works and shall not use the sites for the purpose of advertising

without written consent of MSEDCL and subject to terms and conditions as he may prescribe. The Agency shall have to maintain the confidentiality of the billing information provided by the company. Leakage of the same is liable to be treated as breach of contract.

13. Indemnity against Liability.

- 1) Agency will indemnify MSEDCL against any liability or damages by way of compensation arising from any accident to person or property of persons in the Agency's employment.
- 2) Agency shall indemnify MSEDCL against any liability or damages by way of compensation arising from any accident to any other person related to or unrelated to Agency or MSEDCL.
- 3) Necessary payment and liabilities shall be the responsibility of Agency irrespective of payment received from MSEDCL or otherwise.
- 4) All taxes and dues (present or future) payable to government and or local authorities in respect of these works shall be the responsibility of Agency and the Agency will have to indemnify MSEDCL against liabilities on account of such levies or taxes.

14A. TERMINATION OF CONTRACT

If repeated mistakes are observed against the same agency, this shall be treated as utter failure of it and FIR will be filed/contract shall be terminated with black listing of the same. In case the Agency fails to deliver the work within the specified time during the contract period or in case the services are found not in accordance with the prescribed norms, the MSEDCL shall exercise its discretionary power to avail from elsewhere, after giving due notice to the Agency, at the risk of Agency, such services and to cancel the contract reserving MSEDCL's right to recover damages, notwithstanding that the powers referred above are in addition to the rights and remedy available to the MSEDCL under the General Law of India relating to contract.

If performance of Agency is not satisfactory or for any breach of contract terms and conditions, then contract will be terminated with levy of damages and Performance Security Deposit will be forfeited.

In the event of risk purchase of services of similar description, the option of MSEDCL will be final. In the event of such action taken, agency will be liable for any loss which the MSEDCL may sustain on that account, and agency will not be entitled to any saving on such purchases made against default

- (i) MSEDCL may, upon written notice of default, terminate contract in the circumstances detailed hereunder:-
 - c) If in the opinion n of MSEDCL, the Agency fails to execute the Contract within the time specified or during the period for which extension has been granted by MSEDCL.
 - d) If in the opinion of MSEDCL, the Agency fails to comply with any of the other provisions of this contract and found to be not in accordance with prescribed specifications, and / or the

approved samples.

(ii) In the event of such termination, MSEDCL shall exercise the discretionary powers as:

a) To recover from the Agency, Liquidated damages and Penalty

AND / OR

b) To cancel the contract reserving MSEDCL's rights to recover damages.

(iii) Powers under sub-clause (ii) referred to above, are in addition other rights and remedies available to the Company under the law of India relating to contract.

(vi) In the event, MSEDCL does not terminate the Contract as provided above, the Agency shall continue execution of this order, in which case he shall be liable to MSEDCL for liquidated damages & penalty as per **Section V** of Tender documents.

(vii) Due to advance Technology and if adopted by MSEDCL and if it affects the scope of work or even discontinue the Tender work by serving 1 month notice, the Agreement will come to an end and in that case no damages will be claimed by the Agency.

14B. **Right to cancel the contract .**

The Employer (MSEDCL) shall have the right to cancel the contract wholly or in part in the event it is obliged to do so, on account of any decline, diminution, curtailment or stoppage of work (s) by giving **2 months' notice and MSEDCL will not provide any compensation to the Agency.** This is in addition to the Right towards termination of Contract upon written notice of breach of contract terms or Non-satisfactory performance of Agency.

14C. **Willful unconditional exit of contract to Agency.**

If Agency requests to terminate the contract then Agency will be allowed to exit the contract **upon expiry of 6 months' notice period** due to any reason, then the Employer (MSEDCL) may terminate the contract without compensation to the Agency reserving right to recovery of penalty /damages incurred if any from the Performance security deposit and balance Performance SD will be released.

15. **DEBAR POLICY AND PROCEDURE OF MSEDCL**

If Agency either repeatedly fails to complete the allotted work as per schedule or fails to rectify major defects notified and to maintain quality of work or continues repeating the same defects and further again in any subsequent orders/work contracts issued, either partly or completely or found to have committed deception, fraud or misconduct or any other act which is not in the interest of MSEDCL thereby violating the provisions of tender/contract conditions; then in such event the MSEDCL reserves very right to take penal actions which may, interalia, include termination of the contract and/or debarring the tenderer from participating in future tender/tenders for maximum up to 5years and in exceptional

cases the cumulative period for debarring may be extended up to 10 years and area of debarment is for entire MSEDCL along with any penal action as deemed fit for recovery for liabilities as stated in the tender document. In case of failure on part of successful bidder at any stage of tendering and execution, the bidder/ contractor may be debarred as per MSEDCL debar policy provided on MSEDCL website link.

(Refer Policy and Procedure for debarring of Agencies from business dealings with MSEDCL as per Circular vide ED(Infra)/Tech/Debar policy/no. 14238 dated 11.06.2018.)

16. Legal.

Notwithstanding anything contained in clause No.14 under Section IV of this tender document, in case agency breach any terms or conditions of this contract by which monetary loss occurs or agency deceives to MSEDCL then MSEDCL may initiate legal action by filing of FIR or recovery suit in court of Law or both against such agency.

If Meter reader or Agency personnel is found to indulge in fraudulent practices, then civil or criminal proceedings will be carried out against Agency to claim the damages incurred /deemed to incur to MSEDCL by filing of recovery suit.

17. Force Majeure:

MSEDCL will not be in any way liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of strikes, shortage, non-availability of raw materials, combination of labour or workmen or lockout, breakdown or accident to machinery or accidents of whatever nature, delay in arranging the transportation of any instrument / system, subject to the provision and stipulation made in condition as stated above for Liquidated damages.

However, due consideration may be given in the levy of liquidated damages for reasons absolutely beyond the control of the Agency, for which documentary evidence shall be produced to the satisfaction of the Competent Authority of MSEDCL.

18. DISPUTE RESOLUTION BEFORE ARBITRATION.

Settlement of Disputes:

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 Executive Engineer.

a) Dispute Resolution Committee:

A three Member Dispute Resolution Committee shall be constituted with one member representing the bidder & the two members of MSEDCL (including one member from Account Department). The Committee 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. In case the Dispute resolution committee fails

to resolve the dispute, the matter shall be resolved by arbitration as stipulated under the Arbitration Act 1996.

b) Notices:

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by E-mail and confirmed in writing to the other party's address specified. A notice shall be effective when delivered or date on the notice, whichever is later.

For the purpose of all notice, the following shall be the address of the MSEDCL.

Executive Engineer
Maharashtra State Electricity Distribution Co. Ltd.
Thane-2 Division, 3rd floor, New administrative building, Road no 16, opposite
MIDC office, Wagle estate Thane West 400604
Mobile no: 8879625004
Email: eethane2@gmail.com

Contractor: Name & Postal Address, contact nos., fax no. etc. (To be filled in at the time of contract signature)

c) Need for Arbitration: MSEDCL and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them.

- i. If, after thirty (30) days, the parties have failed to resolve their dispute by such mutual consultation, then either MSEDCL or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- ii. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced at any time during the validity of rate contract.
- iii. Arbitration proceeding shall be conducted in accordance with the rules of procedure specified.

d) Arbitration Procedure:

In case the Dispute resolution committee fails to resolve the dispute, the matter shall be resolved by arbitration in the manner provided herein below:

The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and MSEDCL and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The decision of the majority of the arbitrators shall be final and binding upon the parties. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

Any disputes or differences arising under, out of or in connection with this tender or contract if not concluded shall be subject to jurisdiction of courts in respective MSEDCL O&M Division area. The Indian Law shall govern the contract.

19. CORRESPONDENCE.

Copies of all important correspondence regarding the order shall be dorsi to the Concerned Division office of MSEDCL with copy to respective Subdivision.

Section – V

PROFORMA OF ANNEXURES IN TENDER SUBMISSION

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

Check list of Tender submission in Technical Bid

| Sr. No. | Annexure | Pro-forma of Submission for | Whether submitted Yes/No. |
|---------|----------|---|-----------------------------------|
| 1 | A | Bid Security/ EMD Bank Guarantee. | |
| 2 | B | General Information of Bidder. | |
| 3 | C | Commercial Information of Bidder. | |
| 4 | D | Financial Eligibility of Bidder. | |
| 5 | E | Technical Eligibility of Bidder. | |
| 6 | F | Undertaking for absence of Conflict of Interest. | |
| 7 | G | Undertaking of not under Debar. | |
| 8 | H | Undertaking to avoid misuse of Billing data stationary and Confidentiality of Tender. | |
| 9 | I | Proforma of Contract Agreement. | Not required in Tender submission |
| 10 | J | Proforma of Bank Guarantee for Performance Security Deposit. | Not required in Tender submission |
| 11 | -- | Whether required supporting documents of Annexures are enclosed. | |

ANNEXURE- A

Pro-forma for Bank guarantee towards EMD/ Bid security

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank)

Bank Guarantee No.:

Date:

To: The Executive Engineer,

Maharashtra State Electricity Distribution Company Limited O&M Division Thane-2,
Division Address - **OFFICE OF THE EXECUTIVE ENGINEER ,MSEDCL, O&M DIVISION,Thane-2,
NEW ADMINISTRATIVE BUILDING,3rd FLR, ROAD NO.16, OPP.PASSPORT OFFICE,WAGLE ESTATE,
THANE(WEST) 400604**

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 CMRI Meter Reading Of Zero Pc Consumers And All Other Allied Works Including Printing & Distribution Of The Bills Under Thane-2 Division.

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)..... (here in after 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 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 (90 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.

ANNEXURE- B
General Information of Bidder/Tenderer

- (*) Strike off, whichever is not applicable.
(*) Separate sheets should be used, wherever necessary.

| Sr.No. | Particulars | Details | Reference page No. |
|--------|---|---------|--------------------|
| 1 | Name & Address of the Bidder | | |
| 2 | Name & Mobile No. of representative of bidder (Any change in representative during Tender process will be notified by Tenderers immediately.) | | |
| 3 | Type of Firm – Whether Proprietary, Partnership, Private Limited or Limited, Registered Co-operative societies, etc Please furnish details for each partner separately. | | |
| 4 | Registration of Company / Agency/Sanstha Registration Certificate of Bidder / | | |
| 5 | Registered office of bidder | | |
| 6 | Address of Office /Factory/ Works. | | |
| 7 | Landline/Mobile No.of bidder | | |
| 8 | Email of bidder | | |
| 9 | Any other information that bidder may like to give in order to highlight is bid. | | |
| 11 | Details of all Directors, Partners, (DIN reg. details, etc.) | | |
| 12 | Past Performance -Whether received any order of MSEDCL or other Electricity Boards for similar Tender work. (Indicate details orders in Annexure F) | Yes/ No | |

TENDERERS SIGNATURE AND SEAL
Address of the tenderer

Name &

ANNEXURE- C

Commercial Information of Bidder/Tenderer

- (*) Strikeoff, whichever is not applicable.
(*) Separate sheets should be used, wherever necessary.

| Sr.No. | Particulars | Details | Reference page No. |
|--------|---|---------|--------------------|
| 1 | Earnest Money Deposit (EMD) details. | | |
| 2 | Bank Guarantee no, Name of Bank / | | |
| 3 | Amount of EMD in Rs. vide BG , validity of BG up to date And other details | | |
| 4 | GST Registration Certificate of Bidder | | |
| 5 | PAN No. Details | | |
| 6 | Factory Licence, Shops& Establishment Licence, Labour Licence Details, etc. | | |
| 7 | Registration under EPF, ESIC, Workmen's compensation, etc. as per clause 9 of Section IV | | |
| 8 | Whether the firm is registered for : Work contract tax. If yes; registration No. Electrical contractors licence no:- Labour contract registration No:- | | |
| 9 | Self-declaration to be completed on Letter head stating Absence of conflict of interest as per Annexure G . | | |
| 10 | Documents of Insurance / Risk cover as per Clause 5 of Section IV . | | |

TENDERERS SIGNATURE AND SEAL
Address of the tenderer

Name &

ANNEXURE- D
Financial Eligibility of Bidder/Tenderer

- (*) Strike off, whichever is not applicable.
 (*) Separate sheets should be used, wherever necessary.

| Sr.No. | Particulars | Details | Referencepage No. |
|--------|--|---------|-------------------|
| 1 | Whether submitted profit and loss account and balance sheet duly certified by Chartered Accountant. For the last three consecutive financial years(2020-21,2021-22 and latest 2022-23) for ascertainment of Financial Eligibility | | |
| 2 | Whether submitted Turnover certificate for last three consecutive financial years (i.e. financial year ending (2020-21,2021-22 and latest 2022-23) duly certified by Chartered Accountant. The Annual Average turnover of last 3 years is Rs.(____) in Lakhs must be equal to or above 30% of Estimated cost of Tender Rs. (_) in Lakhs. | | |
| 3 | Turnover certificate for last three consecutive financial years (i.e. financial year ending ((2020-21, 2021-22 and latest 2022-23) duly certified by Chartered Accountant And Total = ____ Lakhs which is equal to or above 30% of Estimated cost of Tender Rs. (__ in Lakhs. | | |

TENDERERS SIGNATURE AND SEAL
 Name & Address of the tenderer

ANNEXURE- E

Technical Eligibility of Bidder/Tenderer

- (*) Strike off, whichever is not applicable.
 (*) Separate sheets should be used, wherever necessary.

| Sr.No. | Particulars | Details | Reference page No. |
|--------|---|---------|--------------------|
| 1 | In case registered office is located outside Division, submit Undertaking to set up office in jurisdiction of Division upon award of order. | | |
| 2 | As per Section- III for Scope of work Qualification and experience of key personnel proposed for administration and execution of the contract. Attach details. | | |
| 3 | As per Section- III for Scope of work. Details of numbers of qualified / trained manpower, number of CMRI, Smart Mobiles with Camera of 5.0 Megapixel or above, Computers & Printers with advanced feature other allied equipment's required for the execution of work mentioned in this Tender. Internet Connectivity like GPRS , EDGE , 3G, Wi-Fi, 4G etc. | | |
| 5 | General Work experience as per clause 2.1 of Section-II . For stated experience, Bidder must submit list of orders executed in last 3 years along with self-certified orders indicating details, details of work carried out, order value and period of order execution. Bidder must submit order copies and work completion certificate from concerned Order issuing authority related to specific Experience orders required as per clause 2.2. | | |
| 6 | As per clause 5 of Section-II . The bidder participating in Tender will submit list of on-going orders for meter reading, printing and Bill Distribution for MSEDCL with list of manpower and machinery engaged for them. At submission of Tender, Bidder should declare the balance available manpower, machinery and facilities if sufficient to carry out the Tender work. | | |
| 7 | Specific Work Experience for Meter reading as per clause 2.2.1 (a) of Section-II : Bidder should submit Meter Reading experience of any consumer utility for example - electricity, gas, water, etc. pertaining to Govt. owned public utility or private sector service industry | | |
| 8 | Performance certificates for Meter reading as per clause 2.2.1 (b) of Section-II. | | |
| 9 | Bidder will submit Subdivision wise information of Contracts Awarded that are under execution and Tenders participated for similar Tender activity in MSEDCL or other public utility in proforma Annexure-A as per clause 4 of section II. | | |

| | | | |
|----|--|--|--|
| 10 | Details of convenient locations for Printing of Bills. | | |
| 11 | Details of Printing Technology. | | |

Name &Address of the tenderer

TENDERERS SIGNATURE AND SEAL

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 Thane-2,
Division Address – OFFICE OF THE EXECUTIVE ENGINEER, MSEDCL, O&M DIVISION, Thane-2,
NEW ADMINISTRATIVE BUILDING, 3rd FLR, ROAD NO.16, OPP.PASSPORT
OFFICE, WAGLE ESTATE, THANE(WEST) 400604

Declaration (On firm's letter head)

Ref : Tender No. EE/THN-II/E-Tender/T-04/2024-25

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:-

.....
.....
.....

To:**The Executive Engineer,**

Maharashtra State Electricity Distribution Company Limited O&M Division Thane-2,
Division Address – OFFICE OF THE EXECUTIVE ENGINEER ,MSEDCL, O&M DIVISION, Thane-2,
NEW ADMINISTRATIVE BUILDING, 3rd FLR, ROAD NO.16, OPP.PASSPORT
OFFICE,WAGLE ESTATE, THANE(WEST) 400604

Debar undertaking Declaration (On firm's letter head)

Ref : Tender No. EE/THN-II/E-Tender/T-04/2024-25

I/We, certify that,

a. The business dealings with our firm / agency M/s.....
have not been debarred by any Ministry of GoI / 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:

ANNEXURE H

To: The Executive Engineer,

Maharashtra State Electricity Distribution Company Limited O&M Division Thane-2,
Division Address – OFFICE OF THE EXECUTIVE ENGINEER. MSEDCL, O&M DIVISION, Thane-
2, NEW ADMINISTRATIVE BUILDING, 3rd FLR, ROAD NO.16, OPP. PASSPORT
OFFICE, WAGLE ESTATE, THANE(WEST) 400604

Declaration (On firm's letter head) for Undertaking to avoid misuse of billing data stationary and Confidentiality of Tender

Ref : Tender No. EE/THN-II/E-Tender/T-04/2024-25

I/We, certify that, we will avoid misuse of Billing data stationary and maintain Confidentiality of Tender.

Bidders Name:

Authorized representative's signature:

Authorized representative's Name:

Seal of the company

CONTRACT AGREEMENT

(To be executed on Rs. 200/-non-judicial stamp paper as per Maharashtra Stamp Act and Stamp fee as per value of Contract Awarded and other expenses of execution of agreement to be borne by Agency)

THIS AGREEMENT is made on the _____ day of _____ Between the Executive Engineer, MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED,Division, -----of (Maharashtra State, India) (hereinafter "the Employer") shall unless repugnant to the context include their successors, heirs, assigns of the one part and M/s _____ (name of Contractor) of (city and Country of Contractor) (hereinafter "the Agency") shall unless repugnant to the context include their successors, heirs, assigns of the other part.

WHEREAS the Employer has invited bids in Tender no **EE/THN-II/E-Tender/T-04/2024-25** for the work of **MONTHLY CMRI METER READING OF ZERO PC CONSUMERS AND ALL OTHER ALLIED WORKS INCLUDING PRINTING & DISTRIBUTION OF THE BILLS UNDER THANE-2 DIVISION.**

as defined in the bid document and Employer has accepted the bid by the Agency in Tender and Employer is desirous that the Contract for above Tender work should be executed by the Agency for the sum of Rs. _____ in words (Rs. _____ only in figures) (Hereinafter "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

i. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to. The tender document shall be deemed to form and be read and construed as part of this Agreement, viz.

| Section no | Section Title |
|------------|---|
| I | Letters to Tenderers & Instructions for E-Tender submission. |
| II | Instructions to Tenderers and General Terms and Conditions of Tender. |
| III | Scope of Work in detail and Technical Specifications in Tender, Process flow chart of Tender & Consumer data sheet of Division. |
| IV | Terms and Conditions of Tender & Contract including Debar policy & procedure. |
| V | Penalty Applicable for non-compliance of Tender conditions. |
| VI | Consent for Optional Activity of Meter replacement And/Or Meter Shifting |
| VII | Proforma of Annexures of Tender Technical Bid Submission. |
| VIII | Abbreviations, Terms and Definitions of Tender. |

2. In consideration of the payments to be made by the Employer to the Agency as hereinafter mentioned, the Agency hereby covenants with the Employer to execute the Contract and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Agency in consideration of the execution of the Contract and the remedying of defects therein, the Contract Price of such other sum as may become payable under the provisions of the Contract at the times in the manner prescribed by the Contract.

4. 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.

5. Period of Contract – The Contract shall come into force from _____ and remain in force till _____ for Financial 2023-24 & 2024-25 The defect liability period shall cover the contract period plus additional 6 months from the expiry date of contract.

6. Scope of work: As defined in Detailed Award of Tender.

7. Quantity variation: As defined in Detailed Award of Tender.

8. 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.

9. Terms of payment: As defined in Detailed Award of Tender and clause 6 of Section IV Terms and Conditions of Tender and Contract.

10. Performance Security Deposit: As defined in Detailed Award of Tender and clause 3 of Section IV Terms and Conditions of Tender and Contract.

11. Penalty: The Penalty shall be as per Service level agreement brought out in Detailed Award of Tender and **Section V** – Penalty applicable for Non-compliance of Tender conditions.

12. Termination of Contract – MSEDCL may upon written notice of default terminate the Contract as per **clause 14A & 14B** of Section IV Terms and Conditions of Tender and Contract. After completion of every year, review of year's performance will be taken and subject to satisfactory performance, contract will continued for next year.

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

Engineer,
Maharashtra State Electricity Distribution Company Limited
..... MSEDCL Office Name. _____.

In the presence of

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

In the Presence of: _____

ANNEXURE-J

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 Thane-2,
Division Address – OFFICE OF THE EXECUTIVE ENGINEER, MSEDCL, O&M DIVISION, Thane-2, NEW ADMINISTRATIVE BUILDING, ^{3rd} FLR, ROAD NO.16, OPP.PASSPORT OFFICE, WAGLE ESTATE, THANE(WEST) 400604

WHEREAS M/s ----- (here in after called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ for "Monthly Meter Reading of LT consumers up to 20KW (Excluding AG consumers other than Ag Urban consumers coming under jurisdiction of Municipal corporation, Municipal Council, Nagar Parishad and Nagar Panchayat) under Ishwar Nagar Subdivision vide Mahavitaran Mobile App, IR/RF HHUs, Bill Printing and Bill distribution up to consumer /consumer premises." 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 having its registered office at Prakashgad, Plot No: G-9, AnantKanekar Marg, Station Road, Bandra East, Mumbai, Maharashtra 400051 (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 .

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 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.

SECTION - VI

Abbreviations, Terms and Definitions of Tender

1. Abbreviations

MSEDCL- Maharashtra State Electricity Distribution Co. Ltd.

SE -Superintending Engineer.

EE-Executive Engineer.

SDO– Subdivision officer having Designation Additional Executive Engineer(for Urban Subdivision)

AA – Assistant Accountant / Assistant Auditor.

BG-Bank Guarantee.

EMD-Earnest Money Deposit.

SD-Security Deposit.

PBG- Performance Bank Guarantee in lieu of SD.

LOA-Letter of Acceptance.

SDn-Subdivision.

IR Meter – Type of Meter having Infra Red communication mode.

RF Meter- Type of Meter having Radio Frequency communication mode.

HHU- Hand held Unit to retrieve Meter reading and other recorded data of IR and RF meters.

RF-DCU – **Data concentrator units for downloading meter reading data of RF meters set up in a network.**

In the Tender & Contract (as hereinafter defined) the following words and expressions shall have meaning hereby assigned to them except where the context otherwise requires.

- i. "EMPLOYER " or "Owner" or "Purchaser" or "Principal" or "MSEDCL" means Maharashtra State Electricity Company Limited having its Registered Office at Prakashgad, Bandra (East), Mumbai 400051 and includes Employer's representatives or successors or assigns. **Here Employer is the Executive Engineer, Maharashtra State Electricity Distribution company Ltd (MSEDCL), ----- Division , who will have necessary authority to get work executed and be responsible to handle all affairs of project including award of contract to Contractor and include any person(s) authorized for purpose by the Executive Engineer. The Executive Engineer, MSEDCL, ----- Division or any other person duly authorized by him will have necessary authority to get work executed and be responsible to handle all affairs of works.**
- ii. "Contractor" or "Supplier" or "Vendor" or "Bidder" or "lead bidder" or "Agency" shall mean whose tender has been accepted and shall include his/her/its/their heirs, executors, administrators, legal representatives/ successors/assigns and his/her/its/their Indian Agents approved by the EMPLOYER and is the entity who provides all necessary services for the successful execution and implementation of the Tender work.
- iii. The bidder can be an organization meeting the Qualifying Requirement (QR) of Tender.
- iv. "Party" means the Owner or the Vendor, as the case may be and parties mean both of them.
- v. "Successful Bidder" Successful Bidder means, the bidders whose bid has been accepted as meeting MSEDCL's requirement in all respects and stands Lowest among acceptable bids.
- vi. "Contract" or "Work Contract" or "Work Order" means invitation to tender, instructions to Bidders, tender with all the enclosures thereto, articles of agreement, General conditions of Contract, Special conditions of Contract, specifications, price schedule, diagrams/drawings together with the letter of intent / contract itself (Work Order / Purchase Order) and other documents and correspondence specifically indicated therein. "Scope" means
- vii. "Scope of work" as covered in Section and entire Tender document.
- viii. "GCC" means General Conditions of Contract and "SCC" means Special Conditions of Contract which form part of these documents.
- ix. "Tender Specification" shall mean the GCC, SCC, SCOPE, TECHNICAL SPECIFICATION, as mentioned in Tender, Instructions to Bidders read with notice to inviting tender and

subsequent clarification if any furnished by the EMPLOYER for the purpose of submitting the offer by the Bidder.

- x. "CC" means the Conditions of Contract.
- xi. "Notice in Writing" or "Written Notice" or "Intimation" means a notice in verbal, telephone call, written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the address given in the tender or last known business address or registered office of the Bidder and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- xii. "Schedule" or "Work Schedule" shall mean the accepted schedules between the Bidder and the EMPLOYER forming part of the contract.
- xiii. "Letter of Intent (LOI)/ Notice of award/ Letter of Award (LOA)" means intimation from the EMPLOYER by a letter / fax / email / Tender portal to the Bidder that his tender has been accepted in accordance with the provisions contained in that letter / fax / email.
- xiv. "Contract Price" means the sum indicated in the LOA/ Contract document / detailed order subject to such additions thereto or deductions there from as may be made under the Provisions hereinafter contained.
- xv. "Date of award of contract" shall mean the date of issue of Letter of Intent or the date of issue of acceptance of tender or date of contract whichever is earlier.
- xvi. "Approval of the EMPLOYER" shall mean the written approval by the EMPLOYER or his authorized representative of a document, a diagram / drawing or other particulars of matters in relation to the contract.
- xvii. Words importing persons shall include firms, companies, corporations, associations or body of individuals whether incorporated or not. Words importing masculine gender or singular number shall also include the feminine gender and plural number and vice-versa where the contract so requires or permits. The contract and all correspondence between the EMPLOYER and the Bidder shall be in English language.
- xviii. "Technical Requirements" mean the requirements mentioned & referred in the Scope of Work and entire Tender.
- xix. "Bidding Documents" refers to the collection of documents issued by the MSEDCL to instruct and inform bidders of the processes for bidding, selection of the winning bid, and Contract formation, as well as the Contractual conditions governing the relationship between the MSEDCL and the Bidder.
- xx. **Contractor's Bid** is the completed bidding document submitted by Contractor to Employer.
- xxi. "Bidder's Representative" means any person nominated by the Bidder and named as such in the Contract Agreement and approved by the MSEDCL in the manner provided Tender (Bidder's Representative) to perform the duties delegated by the Bidder.
- xxii. "System" or "Subsystem" means any application component, developed application or module to meet the technical requirements that may be supplied.
- xxiii. "Services" means all technical, logistics, management, and any other Services to be provided by the Bidder under the Contract to supply/ develop, install, implement, customize, integrate, and make operational.
- xxiv. "Materials" means all the deliverables as per the agreement to be provided to MSEDCL under the Contract.
- xxv. "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent or future including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
- xxvi. "Contract Period" is the time period during which this Contract governs the relations and obligations of the MSEDCL and Bidder in relation to the scope of work in Tender. Contract Period is specified in Contract agreement/LOA. Only Employer may extend the contract period and same may be communicated to agency in writing.
- xxvii. "Defect Liability Period" (also referred to as the "Support Period") means the period of validity of the warranties, during which the Bidder is responsible for defects with respect to the work awarded in Tender.

- xxviii. **Acceptance date** is the date when Employer accepts the bid of successful bidder by issuing a Letter of Acceptance.
- xxix. **The Activity Schedule** is a schedule of activities as defined in bid documents for work of monthly (1) Photo meter reading using MSEDCL Mobile App and IR/RF Meter reading through HHU
(2) Daily Bill Printing and bill distribution to consumer.
(3) Quantities mentioned in this schedule are approximate and may vary on either side due to release of new connections or disconnection of existing consumers.
- xxx. **Contract** is the contract between the Employer and the Contractor, terms and conditions of which have been incorporated in agreement to be executed between the two parties.
- xxxi. **Contract Data** defines documents and other information, which comprise contract.
- xxxii. **Contract Price** is the price stated in Letter of Acceptance and thereafter as adjusted in accordance with provisions of contract.
- xxxiii. **Days** are calendar days & **Months** are calendar months as per English Calendar.
- xxxiv. **Defect** is any part of the works not completed in accordance with contract & includes work specified in Section-3; Detailed scope of work.
- xxxv. **Site In charge** is a person authorized by Employer for purpose of supervision and implementation of contract terms for works covered under contract.
- xxxvi. **Site(s)** is/are the area (s) defined as such in Contract Data for execution of works & includes contractor's site store.
- xxxvii. **Start Date** is given in Contract Data. It is the date when Contractor can commence work on contract.
- xxxviii. **Specifications** mean and include collectively all terms and stipulations contained in bid document including conditions of contract, technical provisions and annexure thereto and list of correction and amendments.
- xxxix. **Variation** is a modified instruction given by Employer, which varies "The Works".
- xl. **Works means** contract for (1) photo meter reading using MSEDCL Mobile App (2) IR/RF meter reading through HHU (3) Bill Printing & Bill distribution to consumer (4) DTC Meter Reading using MSEDCL Mobile App and also includes other works not specifically mentioned in bid but required due to site conditions.
- xli. **Interpretation:** In interpreting these conditions of contract, singular also means plural, male also means female, and vice versa. Headings and cross-references between clauses have no significance. Words have their normal meaning under the language of the contract unless specifically defined.
- xlii. **Language and law:** The language of the contract shall be in English. The laws governing the contract shall be the Indian Laws as stated in Contract Data.
- xliii. **Decisions:** Employer is to decide contractual matters between Employer and Contractor fairly and impartially. Decision of Employer will be final, conclusive and binding on both parties to the agreement for contract.
- xliv. **Delegation:** Employer may delegate any of his duties and responsibilities to other people except to the Arbitrator by notifying Contractor and May even cancel/withdraw any such delegation by notifying to Contractor.
- xlv. **Communications:** Communications between parties that are referred to in conditions are effective, only when they are in writing.
- xlvi. **Urban Area** :Area coming under Municipal Corporation and Municipal Council where the consumer /consumer premise is located.
- xlvii. **Semi-Urban Area:** Area coming under District Headquarters or Taluka Headquarter governed by Zillahparishad and Nagar Parishad where the consumer /consumer premise is located.
- xlviii. **Rural Area:** Area coming under Gram-Panchayat or remote, inaccessible, forested area where the consumer /consumer premise is located.



TENDER NO. EE/THN-II/E-Tender/T-04/2024-25

PRICE BID DOCUMENT

| Sr. No. | Particular | Unit | Scheduled Rate in Rs. |
|---|--|--------------|-----------------------|
| 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 | 100.00 |
| 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 | 85.00 |
| 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 | 30.00 |
| 4 | Recording of meter reading through mobile app, If meter is not compatible to CMRI/ AMR/ Solar net Meter | Per consumer | 6.00 |
| 5 | Bill Printing on both sides of pre-printed stationary provided by MSEDCL | Per consumer | 0.60 |
| 6 | Bill Distribution & Acknowledgement receipt of delivery to consumer | Per consumer | 15.00 |
| <ul style="list-style-type: none"> • Rate is exclusive of all Taxes • Contract Value Limited to Rs. 29.00 Lakhs • No. of consumer figure is approximate & may change every month. | | | |

- _____ % (in words _____) **BELOW** the schedule rate
- **AT PAR** the schedule rate.

The agency may offer their consent for carrying out the works at lowest parallel tender rates:-**Yes / No**

DATE:_____

SEAL AND SIGNATURE OF TENDERER

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 | 20000 | | null |

| | | | | |
|--|--|--|--|--|
| Required Documents (To be uploaded online) | | | | |
|--|--|--|--|--|

| Sr. No. | NAME | SECTION | ITEM | DESCRIPTION |
|---------|-------------------------------|--------------------|------------------------|-------------------------------|
| 1 | as per price bid | Price Section | 40402412 Meter Reading | as per price bid document |
| 2 | as per technical bid document | Technical Section | 40402412 Meter Reading | as per technical bid document |
| 3 | as per bid document | Commercial Section | | as per bid document |