

Tender Details		05-02-2024 06:08:20
Tender Code	EE/UCR/JLG/T-21/2023-24	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Floating of tender for the Work for All sub-divisions, for Annual e-Tender for the work of Monthly Meter Reading of ALL LT TOD metered consumers Above 20KW load and submission of Raw Data / XML (including load survey) to be done using CMRI, Bill Printing and Bill distribution up to consumer premises under UCR Jalgaon division	
Estimated Cost (In Lakhs)	16.5	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	1000	
GST In INR (@18% on Tender Fee: SAC No.	180	
Total Tender Fee Amount including GST in INR.	1180	
Contact	Vijay Bhagwan Patil , 9607953082 ,eenodaljalgaon@gmail.com	
Pre-Qualifying Req	As per Tender condition	
Budget Type	NA	
Scheme Code	null	
Scheme Name		
Department	Technical	
Office Type	DIVISION	
Location Type	Jalgaon Division	
Designation	Additional Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Office of the executive engineer MSEDCL , old power house Dixitwadi, Jalgaon Online	
Bid Opening Address	Office of the executive engineer MSEDCL , old power house Dixitwadi, Jalgaon Online	
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	05-02-2024 18:10
Tender Sale End Date	13-02-2024 23:50
Bid Start Date	05-02-2024 18:15
Bid End Date	13-02-2024 23:55
Pre-Bid Meeting Date	13-02-2024 11:00
Techno-Commercial Bid opening on	15-02-2024 11:00
Price Bid opening on	16-02-2024 11:00
Annexure C1 Opening Date	NA
Winner Selection Date	16-02-2024 11:10
Can Bidder Opt EMD Exemption	N



TENDER FOR

A) MONTHLY METER READING THROUGH CMRI

B) MONTHLY BILL PRINTING

C) MONTHLY BILL DISTRIBUTION

of ALL LT IP TOD metered consumers Above 20KW load and submission of
Raw Data / XML (including load survey) of under Jalgaon UCR Division

TENDER NO: EE/UCR/JLG/T-21/2023-24

DIVISION: - 1. JALGAON

TENDER DETAILS

Tender No.	EE/UCR/JLG/T-21/2023-24
Name of the Tender	Floating of tender for the Work for All sub-divisions, for Annual e-Tender for the work of Monthly Meter Reading of ALL LT TOD metered consumers Above 20KW load and submission of Raw Data / XML (including load survey) to be done using CMRI, Bill Printing and Bill distribution up to consumer premises under UCR Jalgaon division
Area of Work	Jalgaon Division
Approximate number of Live LT consumers	1562 Nos.
Estimated Cost of work	Rs.16.50 Lakhs
Tender Fee	Rs.1000 /- + applicable GST= Rs.1180/- (Non-refundable & Non-Transferable)
E.M.D. to be paid	Rs. 16500 /- (1% of Total Estimated Cost of Tender) payable at Jalgaon in form of Online payment or Demand Draft or Bank Guarantee payable at Jalgaon.
Sale of Tender documents from website	05.02.2024 to 12.02.2023
Date and place of Pre-Bid meeting	NA
Last Date & Time of submission of Bid on MSEDCL e-Tendering Portal.	on or before 13.02.2024 up to 23.50 Hrs on " https://etender.mahadiscom.in/eatApp/ "
Date & Time of Opening of Technical Bid	15.02.2024 at 11:00 hrs. (If possible)
Date of Opening of Price Bid	16.02.2024 at 11.00 hrs. (If possible)
Validity of Bid	90 days from date of opening of Technical Bid.
Employer / Tender Executing office	EE (UCR), Jalgaon Division, MSEDCL
Address of Communication and Venue for Tender opening	Office of the executive engineer MSEDCL , old power house Dixitwadi, Jalgaon Online
MSEDCL E-mail address	eenodaljalgaon@gmail.com

Application

To,
The Executive Engineer, MSEDCL, Jalgaon UCR 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/UCR/JLG/T-21/2023-24

Year: 2023-24

PART -1

TECHNICAL BID DOCUMENT

Section-I

Letter to the Tenderer & Instructions for e-Tender submission

Letter to Tenderer

Dear Tenderer,

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

- (i) **Monthly Meter Reading of ALL LT IP TOD metered consumers Above 20KW load and submission of Raw Data / XML (including load survey) of All subdivision** under Jalgaon UCR Division to be done using CMRI, Bill Printing and Bill distribution up to consumer /consumer premises

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 VI - Tender forms as per **Annexure I** to **Annexure X** and
- (vii) Section VII - Abbreviations, Terms and Definitions of Tender

Please note the proforma 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 EMD submission 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, Jalgaon UCR 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 (UCR)
MSEDCL, Jalgaon 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 Jalgaon.
- 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 –III**. 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 proforma 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, O&M Jalgaon Division, Jalgaon, 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 consumers, Bill Printing and Bill Distribution up to 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 this 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 VII** for 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 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 below at point no. 2 and 3.

2.1) General Work Experience:

- 2.1.1 Single Bidder with independent past experience of carrying out work of Meter Reading through CMRI, Bill Printing & Bill Distribution in MSEDCL. Bidder should submit documentary evidence of registered office Address or Principal place of Business. Upon Award of work in Tender, the Bidder will agree to set up an office anywhere within the Subdivision/Division for carrying out the Tender work.
- 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 in MSEDCL / public utility / any Ministry of Government of India or Government of Maharashtra.
- 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 experience for the work of HT or LT CT Operated / TOD Energy Meter Reading through CMRI in MSEDCL: –
 - i) One executed work order / contract equivalent to at least 20% of estimated average 1 year cost of Tender **or**
 - ii) Two executed work orders/contracts together equivalent to at least 25% of estimated average 1 year cost of Tender **or**
 - iii) Three executed work orders / contracts together equivalent to at least 30% of estimated average 1 year cost of Tender.

Bidder should note that work orders executed during financial years 2020-21, 2021-22, 2022-23 shall be considered.

- b) Bidder should submit performance certificate for 15% of the total physical parameters involved/covered under the tender and such experience should have been within preceding 3(Three) Years issued by authority not below the rank of Executive engineer.

2.2.2 Bill Printing:

No condition of minimum order value and performance certificate to be applicable for Bill Printing work. Necessary documentary evidence for own set up of bill printing to be submitted in tender.

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 numbers of Bidders are 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 financial years 2020-21, 2021-22, 2022-23 should be **equal** to or above 30% of Total Estimated cost of tender.

- 4) Bidder will submit Division wise information of Contracts Awarded that are under execution in MSEDCL or other public utility in proforma **Annexure-I** of Bid at page 47 of Tender Section VI, Table in proforma is shown below:

At Present we are executing orders or participating in Tender of similar tender activity as follows:

Sr. No.	Name of Division /Subdivision of MSEDCL or other Public Utility	Type of work /contractual activity	Details of order/contract no. under execution and Contract period up to
1			
2			
3			

- 5) The bidder participating in Tender will submit list of on-going orders for meter reading, Bill 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, or submit Business proposal plan to execute the Tender work.

6) **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:-

- 6.1) Tender Schedule, Annexures, forms duly filled stamped and signed & all supporting documents attested, signed by Tenderer and digitally uploaded.
- 6.2) 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)
- 6.3) Registration certificate as per status Proprietary, Partnership, Private Limited, Public Limited, Registered Co-operative societies, Shop & Establishment License.
- 6.4) Joint venture – Not Allowed for this contract.
- 6.5) Turn-over for the last 3 years certified by Registered Chartered Accountant.
- 6.6) 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.
- 6.7) Employee Provident Fund (EPF), Employees State Insurance Corporation (ESIC) Registration Certificate as applicable
- 6.8) GST Registration Certificate
- 6.9) Pan Card /Pan Registration of Bidder under Income Tax department of India
- 6.10) PAN card of Proprietor /Partners/Director/ Authorised Executing Authority of Agency
- 6.11) Income Tax Return Certificate for last three years
- 6.12) 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.
- 6.13) 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.
- 6.14) Details of number of qualified / trained manpower, number of CMRI, 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.
- 6.15) Aadhar Number of all Meter Readers and Bill Distributors
- 6.16) Contractors All Risk (CAR) Insurance/ Erection All Risk (EAR) / Transit Cum Erection (TCE) obtained from Director of Insurance, Government of Maharashtra if applicable.
- 6.17) 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**.

7) **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 in figures as well as in words to overall work in Tender i.e. sr. no. "1" to "4" mentioned in the 'Price Bid Schedule B' for the Tender activities of

"Sr. no. "1 & 2" - 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,

Sr. no. "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,

"Sr. no. "4" - Bill Printing on Pre-printed stationary provided by MSEDCL,

"Sr. no. "5". - Bill Distribution to consumer/consumer premises,

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.

8) 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.

9) 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.

10) 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.

11) 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.

12) Clarification of Tender:

A prospective bidder requiring any clarification of the Tender documents may notify the Employer in writing before Tender opening.

13) 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.

14) 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

15) Earnest Money Deposit (EMD):-

- a) The tenderer should pay the Earnest Money Deposit at 1% of the Total Estimated cost of tender amount in Rs. Earnest Money deposit shall be paid online or by way of Demand Draft /Pay Order/Bank guarantee drawn in favour of Executive Engineer, MSEDCL, Jalgaon UCR Division, on any Nationalized / Scheduled Bank payable at _____ 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 Jalgaon in favour of Executive Engineer, MSEDCL, Jalgaon UCR Division. 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.

16A) 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.

16B) 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.

17) 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.

18) Date and Time of Opening of Bid:

Tender shall be opened on the due date and time of Opening of Technical Bid vide e-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.

19) Opening of Technical Bid and Tender Evaluation:

The Employer will first open the Technical bid vide e-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.

20) 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.

21) 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.

22) 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.

23) 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.

24) 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.

25) 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.

26) 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.

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.

27) 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.

28) Scope of work:

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

29) 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.

30) 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.

31) 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.

32) 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.

Section – III

Scope of Work And Technical specifications in Tender

A) DETAIL SCOPE OF WORK

1. Objective

Executive Engineer, Maharashtra State Electricity Distribution Limited (MSEDCL), Jalgaon UCR Division, intends to carry out the following activities under **All subdivision under Jalgaon UCR Division.**

- a) Monthly meter reading through CMRI with data analysis in respect of consumers having sanction/connected load Above 20 KW in respect of industrial and commercial consumers and submission of Raw Data / XML (including load survey) of various Divisions under Jalgaon UCR Division, concerned Sub Division via predefined e- Mail / for uploading data in MDAS (Metering Data Acquisition System) & list of consumers whose reading is not received through CMRI.
- b) Any physical observation of irregularities should be reported to the concerned Executive Engineer / SDO on same day for necessary action in improving the revenue inflow and to provide a better control in monitoring these consumers.
- c) The consumers whose reading obtains through AMR, need not take through CMRI. In case AMR is not obtained then, you need to take reading of such Consumers through CMRI as per instructions of concerned EE/SDO.
- d) It is mandatory for reading agency to submit single folder of all raw data files per month per sub-division at the end of reading for that month by email and CD / pen drive. Consolidated data should also be submitted to concern division offices and Circle Office.
- e) MRI reading should be retaken by agency if sub-division office asked for because of any reason viz raw file corrupted, problem in uploading raw data in MDAS, etc.
- f) Sub-division may provide list of consumers every month whose MRI readings need not taken for next month or for all onwards month. Agency need to strictly follow it.
- g) MR-9 reading should be submitted to sub-division, if demanded for verification & updation if any.

2. Wiring Verification : (To be carried of SDO or his representative)

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

- a) PT Missing - Red / Yellow / Blue
- b) Current Missing - Red / Yellow / Blue
- c) CT polarity reversed - Red / Yellow / Blue
- d) Phase Association Error – Interchanging of CTs (Power factor & phase angle)

2.1 Photograph of the Meter Installation:

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

2.2 Voltage and Current measurement by Tong tester / Multimeter:

The Agency shall read the actual incoming phase voltages and currents 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.

2.3 Downloading of Meter Data Through CMRI:

Agency shall download data from various makes of meters installed as per the schedule of MSEDCL. The Agency shall download various makes of meters using a CMRI conforming to CBIP specification TR-111 of May 1997. If any abnormalities / non communicating meters are found during the course of meter data downloading, the same shall be intimated to the concerned SDO of Sub Division of MSEDCL on same day.

1. Monthly Data Downloading Activity:

The scope of the work includes the following:

- a) Monthly Meter Reading / Downloading of Meter data through CMRI
- b) Submission of CMRI Raw Data file to concerned SDO of Sub Division on same day via pre defined e-Mail / CD/ DVD.

Specifications for Electronic Meter Data Conversion, Analysis & Report Generation by SDO

- 1.0 **Introduction:** All LT consumers having load 27 HP and above are having CT operated meters in MSEDCL and are fitted with electronic meters.
- 1.1 The special features of metering system and related functions are:
- 1.1.1 These meters store Billing, Load-Survey and Tamper data in the memory for 45 days.
 - 1.1.2 These meters are fitted with IEC 1107 / ANSCI / PACT protocol compliant optical ports for data downloading using Common Meter Reading Instrument (CMRI).
 - 1.1.3 The CMRI is loaded with meter-manufacturer specific software for downloading the data from the meter memory to CMRI memory.
 - 1.1.4 The meter data from the CMRI memory is transferred to Base Computer System (BCS) hard-disk via standard RS-232 communication cables.
 - 1.1.5 The meter data is analyzed by concerned SDO of Sub Division.
- 1.2 In order to overcome deficiencies and to provide a unified approach in data handling, it is proposed to develop MDAS software capable of
- 1.2.1 Conversion of various formats of data of various meter manufacturers to a common format through MDAS.
 - 1.2.2 Provide easy interface to MSEDCL's billing software, to avoid any manual intervention in handling of high revenue data.
 - 1.2.3 Generate all reports required by MSEDCL, using the common format data, to avoid dependencies on meter manufacturer.
- 1.3 The software should be compatible with the following makes of meters, available with the utility:
- 1.3.1 Secure
 - 1.3.2 L&T
 - 1.3.3 ABB
 - 1.3.4 Genus
 - 1.3.5 Elyster
 - 1.3.6 HPL
- 2.0 **Specifications:**
- 2.1.1 Accept Billing, Load-Survey and Tamper data, generated by respective meter manufacturer's Base Computer System (BCS) software in CDF format.
 - 2.1.2 The data format in different proprietary formats should be converted to a Common Data Format. The CDF should be well documented and submitted to the utility.
 - 2.1.3 All required reports should be generated from only CDF files.
- 3.0 **All LT meter reading uploaded in MDAS shall be approved for billing by concerned SDO of Sub Division / authorized representative of SDO.**

B) Scope of work for Printing of LT bills:

1. After the Bill generation, MSEDCL-IT MSEDCL will provide Bill file preferably in PDF format. Agency will have to use suitable bandwidth to download the same. After printing of bill file, Agency should intimate to Distributor and AA/SDO of concerned Subdivision about completion of printing of Bills and handover/Delivery printed Bills through Web console for respective PDF file.
2. **Printing Agency will print and deliver the Bills to AA/SDO of concerned Subdivision within 24 Hrs.** Meter reading, Bill Distribution & Bill Printing work will have to be carried daily including Sundays except 26th January, 1st May, 15th August, Holi festival and if required some Important public holidays as intimated in advance by MSEDCL.
3. Agency will be required to carry out Printing of Bills that is variable billing data on both sides (front & back) of the pre-printed LT Bill stationary provided by MSEDCL.
- 4 The Agency will install /own/hire or lease Laser printers at one or more printing locations in concerned Sub-division or Division Area so as to ensure prompt timely delivery of bills to consumers.
- 5 The Printing sites will be established and managed by the Agency by arranging on their own all the machinery, printers, Standby printers, material, manpower, Electricity, standby power supply, Internet and Information Technology, etc. MSEDCL reserves the right to carry out inspection of printing set-up before placement of order and during the execution of contract at any time as deemed fit. The work of Printing Bills has to be executed by the Agency itself and no work or part shall be sublet to subcontractor.
- 6 The Agency shall obtain from MSEDCL O & M Sub-Division sufficient pre-printed LT Bill stationary required for Monthly Bill printing and inform shortage well in advance during the contract period. The Agency shall arrange to collect the pre-printed stationary from concerned Sub Division /Division office as per requirement.
- 7 The Agency shall make use of Laser Printers for Bill printing. (Details of Printers specifications and daily capacity to be submitted by the Bidder in the Tender).The Agency will require setting up printing machinery considering the daily total work received for printing of Bills in month for entire Subdivision consumers billed.
- 8 The Agency shall print the variable Bill data with fonts in English & Marathi language, Bar code, QR code, MSEDCL messages to consumers as per the MSEDCL format and design approved at the start of contract. During further period of contract when Bill format, design and colour are revised by MSEDCL, Agency will have to make necessary changes on same rate terms and conditions of the contract.
- 9 The Agency should be capable of handling increased print load without affecting the Distribution time specified.

- 10 The Quality of print should be clear, visible, no ink spread and with 100% readability of bar code, QR code, etc. In case need arises, MSEDCL will depute a person to monitor the printing of bills. The Printing of variable Bill data should be properly aligned. For any misalignment by which the numeric figures of bill data are printed outside respective field or bill data figures are not legible due to over-printing. One Sample each of proper and improper printing alignment is enclosed in Tender at **Section IX**.
- 11 After Bill printing PDF file is made available on Web console, Agency will print and deliver the Bills to AA/SDO of concerned Subdivision within 24 Hrs.

Agency will **immediately** update in Web console the status "Printed" upon printing for respective Bill printing file and status "Delivered" upon delivery or handover to sub division or Bill distribution for respective Bill printing file. Further Agency will maintain record of stationary consumed for Bill printing work.

C) Scope of work for Bill Distribution Activity.

- 1 Upon receipt of Bill Distribution job in Web console, 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 for Urban area and within 3 days for Rural after bill printing. (e.g. 2nd and 3rd day of Bill date for Urban area and 2nd, 3rd and 4th day of Bill date for Rural area.). After Bill Distribution to consumer/consumer premises, Bill Distributor will **immediately** update status in Web console "Distributed" for respective Bill group.
- 2 If any complaint is received from consumers on MSEDCL customer care / website/portal that they had received the bills after prompt payment date or they have not received the bills for the month, then penalty as per Service level Agreement (SLA) in **Section-V** will be deducted from the Agency's bill.
- 3 Agency has to deploy manpower considering prescribed norms to ensure 100% Bill Distribution is completed within allowed 2 days for Urban area and allowed 3 days for Rural area +5% contingency considering the Total number of consumers allotted to Agency for Distribution on the day.

Bill Distribution on up to 4th day of Bill date will be allowed only for remote tribal and hilly locations in rural areas notified by respective Subdivision offices and Subdivision office will tag such consumers in IT system.

D) Monitoring of Agency by Subdivision/ Division for Meter Reading, Bill Printing and Bill Distribution.

- 1 Agency shall inform Sub-division wise details of Supervisor & Co-ordinator details of Meter Readers and Bill Distributors i.e. Name, Mobile No, address, Aadhar No. for co-ordination with Sub Division and Division. Agency will inform the contact details of co-ordinators /supervisors assigned/appointed at printing sites.
- 2 MSEDCL B&R Staff of Sub-division and Division will carry out independent checks like 5% check reading on the work allocated to successful bidder and any action in contradiction to the work order will be dealt strictly as per law, liable for termination of contract.

- 3 The work of Bill printing carried out at printing sites of Agency will be inspected at random for print quality and delay time by sub-division or Division B&R officer. Bill printing will be tracked and monitored through web console for follow-up and to avoid delay.
4. The quantity of consumers may increase due to addition of new consumers or decrease due to permanent disconnections. The quantity may also vary on account of on-going contracts of meter reading, billing etc. in the respective Sub-Division. In such case, only after the completion of the on-going contracts, the quantity may be allotted to the successful bidder. Successful bidder must take into account such possible variations for bills. The scope of work in Tender may be affected by advancement in Technologies implemented in MSEDCL like Go-Green Bill facility as availed by consumers.

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

- 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.
- 2 Provision of Aadhar number and Mobile Number is mandatory for Meter reader and Bill Distributor as no job can be assigned to agency user until Aadhar number and Mobile number is provided in Mobile App / Web console.
- 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.
- 4 The manpower should be conversant with local languages, i.e. to working knowledge of English, Hindi & Marathi so as to interact with consumers.
- 5 The deputed manpower should be extremely polite with consumers/MSEDCL Staff and should be able to address consumer grievances about Energy bills.
- 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.
- 7 Sufficient numbers of coordinators will have to be employed by Agency to ensure smooth working with different MSEDCL offices.
- 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.
- 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.

- 10 The Consumers Data for Meter reading, Bill printing and Bill Distribution will be provided to agency through Web Console. The Agency will have to carry out preliminary geographical survey of the Area covered in Tender to avoid delay in carrying out work of Tender.
- 11 Agency will have to make own arrangement for their Meter readers and Bill distributors of Transport, Mobile and Computer with Internet connection, which is required for logging on MSEDCL web-console for assigning daily sub division meter reading jobs to meter readers. Also other required instruments, machines, computers printers along with necessary consumable will have to be arranged by Agency except for HHU.

F) Safety Provisions:

- 1 Adequate precautions shall be taken to prevent danger from electrical HT/LT installation. The Agency shall provide necessary personal safety equipment maintained in proper condition to protect his staff from accidents during working at site. Agency shall be bound to bear expenses for defence of every suit, action, other proceedings by law that may be claimed by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which will be imposed 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 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.
- 3 Persons responsible for ensuring compliance with the safety provisions shall be named therein by the contractor.
- 4 To ensure effective reinforcement of the rules and regulations relating to safety precautions, arrangements made by Contractor shall be open to inspection by MSEDCL Representative.
- 5 Should any accidents, fatal or otherwise occur, a detailed report about the same shall be made promptly by the contractor to the Sub Division Engineer. The contractor should at all time during the work keep the M.S.E.D.C.L. fully indemnified against all risks, claims, litigations and financial burdens arising out of all incidental operations on work and accidents.

F) The Approximate Quantum of Meter reading work, Bill Printing and Bill Distribution work in Tender is as follows:

Sr. No	Name of Division	Reading count by CMRI	Manual Reading count	TOTAL
1	Jalgaon All subdivision	845	146	1562

TOTAL	845	146	1562
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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 12 months** 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. After completion of every year, review of year's performance will be taken and subject to satisfactory performance, contract will extended for next year.

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 Total contract value** 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 Jalgaon 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 3 years 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.

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 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.

Before release of payment through Centralized payment system, the penalty will be evaluated on the basis of System generated IT reports.

- I. Exceptional readings found in IT validation
- II. Meter reading not taken.
- III. Consumer meter reading not taken (RNT)
- IV. Delay in uploading of reading
- V. Delay in Bill printing & etc as per tender document

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 status or 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 mobile apps/HHU uploaded in server along with photo, quality bill printing & bill distribution within time frame.

The amount of payment of agency's bill will be considered only for readings of consumer taken under 4 status – Normal, Faulty, Locked and Inaccessible as per Scope of work in Tender & system generated reports. Necessary penalty for non-compliance to conditions of Tender will be applicable for bill printing & distribution also.

7. LIQUIDATED DAMAGES: (Other than PENALTY in Section IV)

The essence of this contract is that the successful bidder carries out Tender work in time so that bills absolutely correct in all respects are issued to the consumers in stipulated time period. Thus it will be mandatory on part of the successful bidder to carry out the work of allotted quantity as per the scope (in totality) and as per the billing group of the respective sub-division within the specified time.

If the Agency fails to execute the work in time, the same will be got executed through other agency at Agency's risk and cost will be recovered from Agency. If Tender work is delayed, not satisfactory or not executed then Agency will be liable to penalty up to 25% of bill amount of monthly meter reading work

In case Hon. Regulatory Commission penalizes MSEDCL , levies fine/penalty on account of non-compliance of standard of performance with respect to bills issued under this contract (delay or wrong bill or other billing reason) where Agency is responsible, the same penalty /fine will be on Agency's account & it will be deducted from Agency's bill.

If performance of Agency is found not satisfactory then contract will be terminated with levy of Liquidated damages in addition to forfeit of Performance Security Deposit.

8. Defect Liability Period:- Defect liability period should be (12+6)= 18 months from Date of LOA.

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.

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.

14. 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 Normal billing goes down below 90% for continuous three months, and then Competent Authority can take a decision for termination of 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 as mentioned in the **Section for 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.
- (ii) 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.

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 every right to take penal actions which may, inter alia, include termination of the contract and / or debarring the tenderer from participating in future tender/ tenders for maximum up to 5 years 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 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. Jalgaon UCR Division, Dist.-Jalgaon, Pin-425001, Telephone: _____ Extn. : _____ Email: eenodaljalgaon@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 endorsed to the Concerned Division office of MSEDCL with copy to respective Subdivision.

SECTION – V

Penalty applicable for Non-compliance of Tender conditions

Agency shall provide services as defined in Scope of Work, in accordance to the definitions and conditions as defined in this Tender.

1. Service level Agreement (SLA): This SLA is between Agency and MSEDCL. The purpose of this SLA is to clearly define the levels of service to be provided by Agency to Employer (MSEDCL) for the duration of this contract or until this SLA has been amended and to makes explicit the performance related expectations on performance required by the MSEDCL .This SLA will assist MSEDCL to control levels and performance of services provided by Agency.

2. Penalty in Tender:

Tenderers shall note that the following penalty is part of Service level Agreement (SLA) that reflects the measurements to be used to track and report systems performance on a regular basis. The Penalty shall be applicable to the Contract against this Tender.

2.1 Penalty For Meter reading 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	If Meter reader does not take Meter reading by CMRI / MR-9.	50% of monthly rate of reading per consumer.
2	If Meter reader enters Wrong reading in MR-9 and it is found in Validation.	50 times monthly rate of reading per consumer. [e.g. 50 times of Rs 40 =Rs 2000 per consumer reading]
3	If valid reading data is not submitted to sub-division office on or before 6 th of every month	Rs. 25 per day per consumer

2.2 Meter Reading Quality will be monitored by way of Exceptional readings after Validation process, 5% check reading, count of Reading not taken (RNT) and consumer complaints. Reading of MRI compatible meters not taken by CMRI without specific reason and permission will be monitored through IT system.

3.1 Penalty for Bill Printing work.

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

4	If Agency wastes Pre-printed stationary supplied by MSEDCL by more than 2%.	Rs 0.47 per wasted bill (MSEDCL procurement cost including GST) after accounting the excess stationary demanded by Agency.
---	---	--

3.2 Bill Printing will be tracked and monitored through web console report for counting the delay in printing delay and Print quality observed by MSEDCL staff and consumer complaints. Bill printing quality and wastage of stationary will be inspected by Sub Division at printing and Distribution centre.

4.1 Penalty for Bill Distribution up to consumer /consumer premises.

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	If Bill is not distributed to consumer within 48 hrs (Urban area) and 72 Hrs (Rural area) from receipt of printed bills.	Rs. 2 per Bill per day
2	Non Distribution of Bill to consumer/consumer premises.	Rs. 40.00 per Bill

4.2 The Complaints of Bill Distribution delay or Non Distribution will be monitored through consumer complaint vide Email, Mobile App, Web self-service and consumer phone call received on customer care /help line number in reply to system generated sample SMS sent to different consumers in rotation every month.

5.0 Breach of SLA.

In case the Agency does not meet the service levels mentioned above for three (3) continuous time-periods as specified in the relevant clause, the MSEDCL will treat it as a case of breach of Service Level Agreement.

The following steps will be taken in such a case:-

1. MSEDCL issues a show cause notice to the Agency.
2. Agency should reply to the notice within three working days.
3. If the MSEDCL authorities are not satisfied with the reply, the MSEDCL will Initiate termination process as per Tender.

Section – VI

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	I	Tender Bid Submission.	
2	II	Bid Security/ EMD Bank Guarantee.	
3	III	General Information of Bidder.	
4	IV	Commercial Information of Bidder.	
5	V	Financial Eligibility of Bidder.	
6	VI	Technical Eligibility of Bidder.	
7	VII	Undertaking for absence of Conflict of Interest.	
8	VIII	Undertaking of not under Debar.	
9	IX	Undertaking to avoid misuse of Billing data stationary and Confidentiality of Tender.	
10	X	Proforma of Contract Agreement.	Not required in Tender submission
11	XI	Proforma of Bank Guarantee for Performance Security Deposit.	Not required in Tender submission
12	XII	Whether required supporting documents of Annexures are enclosed.	

Annexure- I
(Tender Bid Submission Form) (On firm's letter head)

To,
 The Executive Engineer
 MSSEDCL, O&M Division

Ref – Submission of Offer for Tender No: Sub Division Name:

Sir,
 The undersigned hereby confirms to the tender and offer (subject to the conditions of this tender document) to the MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED ,
 _____ to execute the works which are included / described / referred; or may be reasonably inferred to be included / described / referred; to in the tender document No. ----- Dated --/--/---
 - and its enclosure / schedules / annexure etc, for the sums and at the rates sets out in Price Schedule annexed hereto.

We have read and examined the Tender specification and have understood and agreed to abide by all the terms and conditions stipulated in the tender document. Our technical Bid is strictly in line with the tender document.

Complete Tender duly filled in along with required documents and qualifying requirements is scanned, digitally signed and uploaded in the Technical bid of E-tender. The rates are quoted in Price schedule through E-Tendering only and uploaded in Price Bid of E-tender.

At Present we are executing orders as follows:-

Sr.No.	Name of Division /Subdivision of MSSEDCL or other Public Utility	Type of work /contractual activity	Details of order/contract no. under execution and Contract period up to
1			
2			
3			

The information submitted in our offer is complete and correct to the best of our knowledge and belief. We would be solely responsible for any errors and omissions in our offer.

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

I/We further agree to sign an agreement to abide by the General Conditions of Contract and carry out all works according to specific clauses.

I/We, agree to keep this Bid open for acceptance for 90 days from the date of opening thereof and also agree not to make any modification in its terms and conditions on my/our own accord.

Signed this day _____ of 20__.

Yours faithfully,

TENDERERS SIGNATURE AND SEAL
 Name & Address of the tenderer

ANNEXURE- II

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 _____,

Division Address - _____

WHEREAS M/s. (Insert name of Bidder)..... having its Registered/Head Office at (insert address of the Bidder) (Herein after called "the Bidder") has submitted its Bid for the performance of the Contract for..... (Insert name of the Work).....under..... (Insert Tender Specification No)..... (Hereinafter called "the Bid") for Tender of **Monthly Meter Reading of ALL LT IP TOD metered consumers Above 20KW load and submission of Raw Data / XML (including load survey) under All subdivision in Jalgaon UCR Division** to be done using CMRI, Bill Printing and Bill distribution up to consumer /consumer premises

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

THE CONDITIONS of this obligation are:

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

We undertake to pay Maharashtra State Electricity Distribution Company Limited at Mumbai up to the above amount upon receipt of its first written demand without having to substantiate its demand provide that in its demand the Employer will note that the amount claimed by it owing to the occurrence of the above-named conditions or their combination and specifying the occurred 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- III
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		
5	Registration Certificate of Bidder		
6	Registered office of bidder		
7	Address of Office /Factory / Works.		
8	Landline/ Mobile No. of bidder		
9	Email of bidder		
10	Any other information that bidder may like to give in order to highlight his bid.		
11	Details of all Directors, Partners, (DIN reg. details, etc.)		
	Past Performance - Whether received any order of MSEDCL or other Electricity Boards for similar Tender work. (Indicate details orders in Annexure VII)	Yes/ No	

TENDERERS SIGNATURE AND SEAL
 Name & Address of the tenderer

ANNEXURE- IV
Commercial 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	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 VIII.		
10	Documents of Insurance / Risk cover as per clause 5 of Section IV.		

TENDERERS SIGNATURE AND SEAL
 Name & Address of the tenderer

ANNEXURE- V
Financial 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	Whether submitted profit and loss account and balance sheet duly certified by Chartered Accountant. For the last three financial years (2020-21,2021-22,2022-23) for ascertainment of Financial Eligibility		
2	Whether submitted Turnover certificate for last three financial years (i.e. financial year ending (2020-21,2021-22,2022-23) 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.		

TENDERERS SIGNATURE AND SEAL
 Name & Address of the tenderer

ANNEXURE- VI
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 Circle, 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, 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, pertaining to Govt. owned public utility		
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-I as per clause 4 of section II.		
10	Details of convenient locations for Printing of Bills.		
11	Details of Printing Technology.		

TENDERERS SIGNATURE AND SEAL

Name & Address of the tenderer

Annexure VII**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 _____,

Division Address -

Declaration (On firm's letter head)

Ref : Tender No.

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: -

Annexure VIII

To:

The Executive Engineer,

Maharashtra State Electricity Distribution Company Limited O&M Division _____,
Division Address -

Debar undertaking Declaration (On firm's letter head)

Ref : Tender No.

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 IX**To: The Executive Engineer,**

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

Division Address -

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

Ref : Tender No.

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

Annexure X

CONTRACT AGREEMENT

(To be executed on Rs. 200/-non-judicial stamp paper as per Maharashtra Stamp Act and Stamp fee 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 _____ for the work of **“Monthly Meter Reading of ALL LT IP TOD metered consumers Above 20KW load and submission of Raw Data / XML (including load survey) under All subdivision in Jalgaon UCR Division to be done using CMRI, Bill Printing and Bill distribution up to consumer /consumer premises”**

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	Pro forma of Annexures of Tender Technical Bid Submission.
VII	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 three years covering Financial year 2019-20,2020-21 & 2022-23. 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 14 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 WINTNESS 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 XI

Pro forma 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

Division Address -

WHEREAS M/s(here in after called "the Contractor") has undertaken, in pursuance of Contract No. dated for **"Monthly Meter Reading of ALL LT IP TOD metered consumers Above 20KW load and submission of Raw Data / XML (including load survey) under All subdivision subdivision in Jalgaon UCR Division to be done using CMRI, 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, Anant Kanekar 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 .

We refer to the contract signed on (Insert date of contract) Between Maharashtra State Electricity Distribution Company Limited having its registered office at Prakashgad, Plot No: G-9, Station Road, Bandra East, Mumbai, Maharashtra 400051 (MSEDCL) and M/s , Name of the lead partner of Agency , having its principal place of business at (Insert address of the lead partner), and registered office at (Insert registered office address of the lead partner) and other partner in association (Name of the other partner of Agency), having its principal place of business at (Insert address of the other partner), and registered office at (Insert registered office address of other partner), the Agency/partners in Agency concerning the work (Indicate brief scope/ Name of work of Tender) for the complete execution.

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

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

Abbreviations, Terms and Definitions of Tender

1. Abbreviations

MSEDCL- Maharashtra State Electricity Distribution Co. Ltd.

SE -Executive Engineer.

EE-Executive Engineer.

SDO– Subdivision officer having Designation Additional Executive Engineer (for Urban Subdivision) /Deputy Executive Engineer (for Rural 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), Jalgaon UCR 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, Jalgaon UCR 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.
- xxiii. "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 Zillah parishad 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/UCR/JLG/T-21/2023-24

PRICE BID DOCUMENT

PRICE BIDSchedule "B"

Tender No. EE/UCR/JLG/T-18/2022-23

Sr. No.	Activity to be carried out in MRI meter reading	Area wise Rate per consumer in Rs.		Rate offered in Percentage of Schedule rate
		MIDC & Municipal Corporation area	Other Area	
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	100.00	120.00	
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	85.00	105.00	
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	30.00	40.00	
4	Bill printing on both sides of pre-printed stationary provided by MSEDCL	0.60	0.60	
5	Bill Distribution & Acknowledgement receipt of delivery to consumer	15.00	20.00	

Note: The above rates are excluding GST and GST applicable as prevailing rate = %. HSN code-

We agree to execute the Tender work by consent to lowest accepted rate in Tender (Yes/No) -

Signed this day_____ of 20__.

Yours faithfully,

TENDERERS SIGNATURE AND SEAL
NAME OF TENDERER

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40402412 Meter Reading	ADM 038	Days	998514	1562		null

Required Documents (To be uploaded online)				
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Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price Bid	Price Section	40402412 Meter Reading	As per Tender condition
2	Technical Bid documents	Technical Section	40402412 Meter Reading	As per Tender condition
3	Commercial Bid	Commercial Section		As per Tender condition