

Tender Details		28-12-2023 01:42:26
Tender Code	EE/WSM/T-17/2023-24	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Annual contract of Agriculture Consumer's quarterly meter reading through Mahavitaran Mobile App with bill printing & bill distribution and allied works in Risod Sub-division under WASHIM Division.	
Estimated Cost (In Lakhs)	7	
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	N A Khan , 7875763282 ,eewashim@gmail.com	
Pre-Qualifying Req	As per tender conditions	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	ED BILLING	
Office Type	DIVISION	
Location Type	Washim Division	
Designation	Deputy Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Office of The Executive Engineer, MSEDCL, Vidyut Bhavan, Civil Line, Washim-444505	
Bid Opening Address	Office of The Executive Engineer, MSEDCL, Vidyut Bhavan, Civil Line, Washim-444505	
Version No	1	
Call for Deviation	NO	
Is Annexure C1 Applicable	NA	
Is Manufacturer Applicable	NO	
Is Trader Applicable	NO	
Minimum % of Offered Quantity	NA	
Is Power Supplier Applicable	NO	
Tender Sale Start Date	28-12-2023 13:45	
Tender Sale End Date	05-01-2024 15:00	
Bid Start Date	28-12-2023 13:50	
Bid End Date	05-01-2024 17:00	
Pre-Bid Meeting Date	02-01-2024 13:00	
Techno-Commercial Bid opening on	08-01-2024 11:00	

Price Bid opening on	Will be declared later
Annexure C1 Opening Date	NA
Winner Selection Date	Will be declared later
Can Bidder Opt EMD Exemption	Y

T-17 (2023-24)

BID DOCUMENT

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
O & M DIVISION, WASHIM

E-Tender for-

Annual contract of Agriculture Consumer's quarterly meter reading through Mahavitaran Mobile App with bill printing & bill distribution and allied works in Risod Sub-division under WASHIM Division.

Volume-I

BID NO.EE/WSM/T-17/2023-24

EXECUTING AGENCY

**EXECUTIVE ENGINEER,
O & M DIVISION, M.S.E.D.C.L., WASHIM**

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED.
O. & M. DIVISION, WASHIM

TENDER NO. EE/WSM/T-17/2023-24

1) **NAME OF WORK:** - Annual contract for Agriculture Consumer's quarterly meter reading through Mahavitrans Mobile App with bill printing & bill distribution allied works in Risod Sub-division under WASHIM Division.

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**e-TENDER NOTICE**

Separate digitally sealed and signed two bid system e-Tenders are invited from Registered and experienced contractors for Agriculture Consumer's quarterly meter reading through Mahavitrans Mobile App with bill printing & bill distribution under following sub-divisions of WASHIM Division -

Tender No.	Sub-Division	Estimated Cost (Rs. Lakhs)	Tender Fee (Rs.)	EMD (Rs.)
T-15 (2023-24)	WASHIM	7.00	1180.00	7000.00
T-16 (2023-24)	Malegaon	6.00	1180.00	6000.00
T-17 (2023-24)	Risod	7.00	1180.00	7000.00
T-18 (2023-24)	Mangrulpir	5.00	590.00	5000.00
T-19 (2023-24)	Manora	4.00	590.00	4000.00
T-20 (2023-24)	Karanja	7.00	1180.00	7000.00

1) On line sale of Tender Documents on MSEDCL's website "<https://etender.mahadiscom.in/eatApp/>" w.e.f. date 27.12.2023 to 05.01.2024 up to 17.00 Hrs.

2) Last date for uploading of Tenders 05.01.2023 up to 17.00 hrs. Contact person Dy. Ex. Engineer (O) Mob. No 7875763282

PRO NO. 117/2023 **Executive Engineer, O & M Division, WASHIM**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
O & M DIVISION, WASHIM**

Tender Abstract

TENDER NO. EE/WSM/T-17/2023-24

- 1. Name of work:** - Annual contract of Agriculture Consumer's quarterly meter reading through Mahavitrans Mobile App with bill printing & bill distribution allied works in Risod Sub-division under Washim Division.

Tender No.	Sub-Division	Approximate nos. of Consumers			Estimated Cost (Rs. Lakhs)	Tender Fee including GST (Rs.)	EMD (Rs.)
		Metered	Unmetered	Total			
EE/WSM/T-17/2023-24	Risod	9929	2618	12547	7.00	1180.00	7000.00

- 2. On line sale of Tender** : - On M.S.E.D.C.L.'s Website
["https://etender.mahadiscom.in/eatApp/"](https://etender.mahadiscom.in/eatApp/)
from date to 27.12.2023 up to 15.00 Hrs. of 05.01.2024
- 3. Last date of E.M.D. payment** : - Date 05.01.2024 up to 15.00 Hrs.
- 4. Last Date of uploading Tender** : - Date 05.01.2023 up to 17.00 Hrs.
- 5. Pre Bid Meeting** : - On date 01.01.2024 at 15.30 Hrs. at Division Office, WASHIM
- 6. Date of Opening of Technical Bid** : - On date 08.01.2024 at 11.00 Hrs. (if possible)
- 7. Date of Opening of Price Bid** : - Will be notified later on.

**Executive Engineer
O & M Division, M.S.E.D.Co.Ltd.
WASHIM**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED.
O & M DIVISION, WASHIM**

Section I

Instructions to Bidders

A. GENERAL

1. Scope of Bid

- 1.1 The **Maharashtra State Electricity Distribution Company Ltd. (MSEDCL)**, represented by the **Executive Engineer, C.C.O.&M. Division Washim** (hereinafter referred to as "**the Employer**"), wishes to receive bids for "Annual contract of Agriculture Consumer's quarterly meter reading through Mahavitaran Mobile App with bill printing & bill distribution and allied works in the jurisdiction of **Risod Sub-division** Under WASHIM Division" **through e-Tendering process only.**
- 1.2 Bids shall be complete and cover all works described in the Schedule of Prices. Partial bids, or bids which do not cover the entire scope of the contract will be treated as incomplete and not responsive to the terms and conditions of bidding and are liable to be rejected.

2. Eligible Bidders

- 2.1 This Notice Inviting Tender (NIT) is open to individual bidders who are meeting & possessing the eligibility criteria specified in Clause 3.
- 2.2 Joint Venture shall not be considered as eligible to quote against this tender.
- 2.3 Bidders shall provide such evidence of their eligibility satisfactory to the Employer, as the Employer shall request.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the MSEDCL, or any other organization, Banks, State & Central Government etc.

3. Qualification of the Bidder – for individual Bidder

In order to be qualified for award of contract, the bidder will be required to satisfy the following minimum qualifying criteria –

- (a) the bidder should have at least 2 years experience as a prime contractor in the in the works of Agriculture Consumer's quarterly meter reading through Mahavitaran Mobile App & bill distribution & allied works of a similar nature and complexity to that required under this contract; **and**
- (b) the bidder should have a Average Annual turnover during the last three financial years, which should be 30% of the Estimated Cost of the Works; **and**
- (c) General Experience: The Bidder should have executed either a single order equivalent to at least 20% of the estimated cost of the works (denotes executed only) or two orders equivalent to at least 25% of the estimated cost of works(denotes executed only), or three orders equivalent to at least 30% of the estimated cost of works (denotes executed only) during the last **five** financial years ;**and**
- (d) **Specific Experience:** The Bidder should have minimum consecutive 6 month's (continuous two quarter's) experience in any year of last 3 years in quarterly meter reading of Agriculture Consumers for meter reading of minimum 90% of metered consumers which are required to be read in that sub- division per quarter.; **and**
- (e) The Bidder shall have a Positive Net Worth.
- (f) For the purposes of evaluation of the Bidder's compliance with the provisions of Sub-paras (b), (c) above (Turnover, General Experience) the Estimated Cost of the works refers to the Employer's Estimated Cost as set forth in the Notice Inviting Tender and Bidding Data.

- (g) Bill Printing: No condition of minimum order value and performance certificate to be applicable for Bill Printing work. If agency has its own set up or in agreement with printing agency, the necessary documentary evidence of certificate by concerned EE in case of own set up or agreement copy to be submitted in tender.
- (h) 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.

4. To be qualified for award of Contract, bidder shall also submit:

- (a) scan copies of original documents defining the constitution or legal status, place of registration and principal place of business for the bidder; and
- (b) a written power of attorney authorizing the signatory of the bid to commit the bidder; and
- (c) Up to date information for current contract commitments/works in progress and financial resources in sufficient detail so as to enable assessment of the financial capacity of the bidder. and
- (d) Registration certificate for GST; and
- (e) PAN card of Proprietor /Partners/Director/ Authorized Executing Authority of Agency.
- (f) Income Tax Return Certificate for last three years.
- (g) Registration certificates under PF and labor laws as may be applicable as per the relevant acts.
- (h) 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.
- (i) Details of all Meter Readers and Bill Distributors along with Aadhar number & contact number.
- (j) 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.

5. The Bidder must satisfactorily demonstrate that he has adequate financial capacity to undertake the Works, including access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit and other financial means other than contractual payments to meet the overall cash flow requirements for this contract and its other current works commitments.

6. In order to be eligible for award of more than one contract in this tender lot, bidder who submits bids for two or more sub-divisions will be required to demonstrate that:

- (a) his Average Annual Turnover for the last three financial years, as set forth under Sub-Clause 3 (b), is 30% of the Estimated Costs of the Works for all Contracts taken together; **and**
- (b) his total Net Worth, as set forth in Sub-Clause 3(e), should be positive up to tender value of Rs. 200 lakhs and 10 % of tender value above Rs. 200 lakhs of the works for all Contracts taken together;
- (c) he has prior specific experience, as set forth in sub-clause 3(d) of minimum consecutive 6 month's (continuous two quarter's) experience in any year of last 3 years in quarterly meter reading of Agriculture Consumers for meter reading of minimum 90% of metered consumers which are required to be read in sub-division wise contracts taken together per quarter; and
- (d) In the event that a bidder is found to be the lowest evaluated responsive bidder on more than one contract but that it does not have sufficient Turnover, Net Worth, or specific experience to satisfy substantial responsiveness for award of all contracts, then the Employer will have the right to award only that contract (or those contracts, if more than one) for which the bidder qualifies and which promises to confer the greatest benefit to the Employer.

7. The Bidder must also satisfactorily demonstrate that (i) it has the personnel for the key positions required to carry out the works, and (ii) that it has access to the minimum levels of key plant, equipment and machinery that are required to complete the works within the stipulated time for completion, and (iii) that its proposals regarding work methods, scheduling and mobilization of resources are adequate to demonstrate the Bidder's capability to complete the

works in accordance with the specifications and time for completion and (iv) that its understanding of the requirements of the contract is clear and unambiguous. Any unsatisfactory assessment of these requirements may lead to the bidder being evaluated as technically non responsive.

8. Work completion certificates in prescribed formats given in bidding documents and certified by the officer not below the rank of Executive Engineer for the executed works only supported by copies of Letter of Awards will only be considered for evaluation. All the parameters mentioned in sample form of Experience Certificate are essential to confirm the eligibility of the Bidder. Whereas Certificates issued by the Authority not below the rank of Executive Engineer, in other formats and containing all required parameters as per sample form may be consider for evaluation.
9. Turnover / Net worth and other information provided on the bidder's financial capacity shall be duly certified by a Chartered Accountant; documents submitted without the required Certification will not be considered for evaluation.

10. Bid Validity:

Bids shall remain valid for 90 days after the date of bid opening. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request to extend the period of validity for a specified additional period. The request and the responses thereto shall be made through e-mail. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

11. Bid Security:

- a) The Bidder shall furnish, as part of its Technical Proposal, a bid security in the amount designated in the Bidding Data. The Bid Security shall remain valid for a period of 28 days beyond the original validity period of the bid, and beyond any extension period subsequently requested under Clause 10.
- b) The bid security shall, at the bidder's option, be in the form of an unconditional Bank Guarantee from any Nationalized / Scheduled Bank in favour of the Employer, payable at WASHIM as stated in the Bidding Data. The format of the Bank guarantee shall be in accordance with the sample form-C of bid security included in bid documents, other formats may be permitted, subject to the prior approval of the Employer.
- c) Original copies of on line/ cash payment receipt, demand draft, bank guarantee against bid security must be submitted to the office of the Executive Engineer, MSEDCL, O&M Division WASHIM before opening of Technical bid & also to be uploaded in technical bid.
- d) Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive.
- e) The bid security of the unsuccessful bidders will be returned as promptly as possible, after award and signing of the Contract Agreement or expiration of the period of bid validity, whichever is earlier.
- f) The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required security deposit.
- g) The bid security may be forfeited:
 - I) If the bidder withdraws its bid, during validity period of the Bid ; or
 - II) if the bidder does not accept the correction of its bid price, pursuant to Clause 11; or
 - III) if the bidder is determined, at any time prior to award of contract, to have engaged in corrupt or fraudulent practices in competing for the contract; or
 - IV) in the case of a successful bidder, if it fails within the specified time limit to:
 - i) Sign the Contract Agreement, or
 - ii) Furnish the required security deposit.

12. CONTENT OF BIDDING DOCUMENTS: THE BIDDER IS EXPECTED TO EXAMINE CAREFULLY THE CONTENTS OF THE BIDDING DOCUMENTS AS PER INDEX ABOVE. FAILURE TO COMPLY WITH THE REQUIREMENTS OF BID SUBMISSION WILL BE AT THE BIDDER'S OWN RISK. BIDS WHICH ARE NOT SUBSTANTIALLY RESPONSIVE TO THE REQUIREMENTS OF THE BIDDING DOCUMENTS WILL BE REJECTED.

13. CLARIFICATION OF BIDDING DOCUMENTS: A PROSPECTIVE BIDDER REQUIRING ANY CLARIFICATION OF THE BIDDING DOCUMENTS MAY CONTACT WITH:

**Dy. Executive Engineer (O),
MSEDCL, O&M Division, Washim (M.S.) -444505
Contact No. 7875763282
Email: eewashim@gmail.com**

14. Deviations in the technical specifications:

In case a Bidder anticipates any deviations in the technical specifications required for the Works, such deviations should be brought to the notice of the Employer before submission of Bid. Specific written approval of the Employer should be sought for any proposed deviations to the Technical specifications. No deviation shall be permitted after submission of the Bid.

15. Amendment of Bidding Document :

- (a) At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addendum.
- (b) Any addendum thus issued shall be part of the bidding documents and shall be displayed on MSEDCL's website. Prospective bidders are requested to regularly visit the MSEDCL's web site. In order to afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, or for any reason deemed appropriate by the Employer, the Employer may extend the deadline for submission of bids.

16. Documents Comprising the Bid :

The bid submitted by the bidder shall comprise two envelopes submitted simultaneously, one containing only the Technical Proposal and the other the Price Proposal. All bidding documents required to be submitted in accordance with the requirements illustrated in the bidding document shall be completely filled and signed with seal as a token of acceptance, as applicable, without deviating from the format and content. Bidder has to upload self declaration on Bidder's letter head (Annexure A & B) that he accepts the terms and conditions set forth in the bidding documents. It is not necessary to upload all tender booklets on web site.

A) Technical Bid shall contain scan copies of the following original documents –

- a) On line receipt of payment of e-tender fee.
- b) D.D./B.G./Cash/ online Receipt of MSEDCL paid against EMD.
- c) Technical offer & General Details as per sample form given Section III
- d) Self declaration by the Bidder on Bidder's letter head (Annexure A & B) that he accepts the terms and conditions set forth in the bidding documents.
- e) Documents defining the constitution or legal status, place of registration and principal place of business for the bidder
- f) Written power of attorney authorizing the signatory of the bid to commit the bidder
- g) Valid registration certificate for GST
- h) Valid Professional Tax Registration certificate.
- i) Valid registration certificates under PF and labor laws as may be applicable as per the relevant acts.
- j) Pan Card
- k) Work completion certificates in prescribed formats given in bidding documents and certified by the officer not below the rank of Executive Engineer for the executed works

only supported by copies of Letter of Awards required to satisfy the minimum qualifying criteria.

- l) Up to date information for current contract commitments/works in progress and financial resources in sufficient detail so as to enable assessment of the financial capacity of the bidder. and
- m) Annual Turnover (Schedule II), Financial Status (Schedule III), Financial Resources (Schedule IV) duly certified by a Chartered Accountant.
- n) Income Tax Returns, audited financial statements and balance sheets of last three financial years.
- o) Any other information/ data/ supporting documentation required to be submitted by bidders in accordance with these Instructions to Bidders.

B) Price Bid shall contain scan copies of the following original document –

Completed Schedule 'A' (Price Bid) seal and signed by the authorized signatory.

17. Pre-Bid Meeting :

- a) The bidder or its official representative is invited to attend **pre-bid meeting(s)** which will take place at the place, date and time designated in the Bidding Data.
- b) The purpose of the pre-bid meeting(s) will be to present the salient features of the bidding documents to the bidders, including the bid submittal requirements, the Conditions of Contract (including payment terms and conditions), the technical features of the work, and to clarify issues and to answer questions on any matter that may be raised by the bidders.
- b) The bidder is advised to study the bid document thoroughly, and is requested to submit any questions in writing to reach the Employer not later than 2 days before the pre-bid meeting.
- c) Minutes of the meetings, including the text of the questions raised and the responses given, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid meetings shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 15 and not through the minutes of the pre-bid meetings.
- d) Nonattendance at the pre-bid meeting will not be a cause for disqualification of a bidder. Nevertheless, senior representatives of the bidders are strongly encouraged to participate in the pre-bid meeting to help ensure that they fully understand the key concerns of the Employer and the Employer's requirements.

18. Format and Signing of Bid through e-tendering

- a) The bidder shall prepare Technical Proposal through e-tendering.
- b) The original bid shall be scanned copies of typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The bidder shall submit declaration to confirm that he has read and accepted all the contents and conditions of the Bid documents.
- c) The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- d) Bidder must give clear page numbers to each scanned pages of his offer and a detail index should be provided indicating the page numbers for each relevant document comprising his offer. Checklists for documents and data to be furnished by the Bidders have been given elsewhere in the bidding document, separately for Technical Proposal. Bidders must fill in these checklists clearly indicating whether corresponding document is submitted or not and if submitted, the relevant page number. If a document is not found at the corresponding page number given in the index, it will be concluded that the said document is not submitted by the Bidder.

19. Submission of Bids through e-tendering process only.

- a) The bidder shall submit the technical as well as price bid through e-tendering only & required documents by scanned copy.

Bid Reference Number: EE/WSM/T-17/2023-24

- b) Deadline for Submission of Bids:

Bids must be received by the Employer through e-Tendering not later than the date and time designated in the Bidding Data. 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, M.S.E.D.C.L. will not be responsible for the same.

20. OPENING AND EVALUATION OF PROPOSALS**A) Opening of Technical Proposals through e-Tendering only.**

A.1 The Employer will open the Technical Proposals through e-tendering process, at the, date and time (if possible) designated in the Bidding Data.

A.2 The Price Proposals will remain unopened until the time of opening of the Price Proposals.

A.3 Examination of Technical Proposals and Determination of Responsiveness :

A.3.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the required security is included, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by the Employer and not included for further consideration.

A.3.2 The Employer will also determine whether each bid is substantially responsive to the requirements of the bidding documents. A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservations. A material deviation or reservation is one:

- 1) Which affects in any substantial way the scope, quality or performance of the Works;
- 2) Which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights; or
- 3) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation. Conditional bids will be deemed to be not substantially responsive, and will be rejected by the Employer.

A.3.3 Notwithstanding the above, the Employer reserves the right to accept minor deviations which do not materially affect the substantial responsiveness of the Bid, whose rectification would not affect unfairly the competitive position of other bidders, and which can be rectified after award of contract without change to the price, scope, quality or performance of the Works.

A.3.4 Alternative Proposals by Bidders: Bidders shall submit offers which comply with the requirements of the bidding documents. Alternative proposals will not be considered. The attention of the bidders is drawn to the provisions of Clause 16 regarding the rejection of bids which are not substantially responsive to the requirements of the bidding documents.

B) Opening of Price Proposals through e-Tendering only :

B.1 The Employer will open the Price Proposals of all bidders who submitted responsive Technical Proposals at the time and date advised to the bidders. Price Proposals shall be opened at the date and time indicated in the Bidding Data (if possible), or at such other time as may be notified to the responsive bidders.

B.2 Preliminary Examination of Price Proposals and Determination of Responsiveness :

B.2.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the bids are substantially responsive to the requirements of the bidding documents, and whether the bids provide any clarification and/or substantiation that the Employer may require pursuant to Clause 22.

B.2.2 A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents without material deviation or reservation.

B.2.3 If a Price Proposal is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

21. Correction of Errors :

- a. In case of discrepancy and or difference in the value between the Quoted price in Number and as expressed in words as a percentage above or below the Estimated Cost, the value as expressed in words shall prevail over the value as expressed in number for the determination of the Total Price of the Bidder.
- b. The price between the quoted price in absolute rupees and worked out loaded price as per the percentage rate both quoted by the bidder, the price, whichever is beneficial to MSDDL shall prevail for evaluation of bid and award of contract.

22. Clarification of Proposals :

To assist in the examination, evaluation and comparison of proposals, the Employer may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be through e-mail.

23. Process to be Confidential :

- a. Unless requested by the Employer, from the time the bids are opened to the time the contract is awarded, the bidders or their representatives should not contact the Employer or any other persons involved in the evaluation process on any matter related to their Technical or Price Proposals. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in rejection of the bidder's bid and forfeiture of the bid security in accordance with the provisions of Sub-clause 12 g) iii).
- b. Information relating to the examination, clarification, evaluation and comparison of bids 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 after the Letter of Award is issued.

24. Preliminary Examination of Price Proposals and Determination of Responsiveness :

- a. The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the bids are substantially responsive to the requirements of the bidding documents, and whether the bids provide any clarification and/or substantiation that the Employer may require pursuant to Clause 22.
- b. A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents without material deviation or reservation.
- c. If a Price Proposal is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

25. AWARD OF CONTRACT :**25.1 Employer's Right to Accept any Bid and to Reject any or all Bids :**

The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

25.2 Notification of Award :

- 25.2.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and guarantee of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 25.2.2 The notification of award will constitute the formation of the Contract.
- 25.2.3 Upon the furnishing by the successful bidder of a security deposit, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

26 Signing of Contract Agreement :

- 26.1 At the same time that he notifies the successful bidder that its bid has been accepted.
- 26.2 Within 14 fourteen days of receipt of the Letter of Award, the successful bidder shall sign the Form of Contract Agreement on a Stamp Paper as per the revised rates (non-judicial) issued in Maharashtra and submit it to the Employer.

27 Security Deposit :

- 27.1 Within **14 (fourteen) days** of receipt of the Letter of Award from the Employer, the successful bidder shall furnish to the Employer a performance security deposit in an amount of ten percent (10%) of the Contract Price in accordance with the Conditions of Contract. The form of security deposit provided in Section III (Sample Forms) of the bidding documents may be used or some other form acceptable to the Employer. The security deposit shall be denominated solely in Indian Rupees, and shall be in the form of an unconditional and irrevocable Bank Guarantee issued by a Nationalized or Scheduled Bank. The bank guarantee shall, if invoked, be encashable when presented in the branch office of such Bank located in WASHIM, Maharashtra.

- 27.2 Failure of the successful bidder to comply with the requirements of Clauses 26 or 27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 27.3 The security deposit shall be returned to the bidder after successful completion of the entire work to the fullest satisfaction of the MSEDCL.

28 Corrupt or Fraudulent Practices :

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

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

- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

29. **Period of Contract:** The period of contract will be for 12 months from the date of commencement of work or exhaustion of order amount whichever is earlier.
30. **Employer's Right to terminate the Contract:** The Employer reserves all rights to terminate the awarded contract at any stage without assigning any reasons thereof for unsatisfactory quality or unsatisfactory progress of works. All the services to be provided shall be highly professional & shall be guaranteed for the correctness & conductance as per the acceptable norms. In case the successful bidder fails to deliver the services up to the satisfaction of the Employer, he reserves the right to terminate the contract at the risk & cost of the successful bidder.
31. All the disputes & differences arising out of or in the connection with the contract shall be subject exclusively to the jurisdiction of WASHIM Court only.
32. **Employer's Right for addition/ alternation in Terms & Conditions of the Tender :** The Employer reserves all rights to add/ alter any Term & Condition at any stage of the Tender process and contract execution.

**Executive Engineer
O & M Division, M.S.E.D.Co.Ltd.
WASHIM**

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED.
O & M DIVISION, WASHIM

TENDER NO. EE/WSM/TECH/T-17/2023-24

GENERAL TERMS & CONDITIONS OF TENDER

A) General :

- 1) Readings of all consumers of Sub-Division to be completed as per directives & time schedule given by the MSEDCL's controlling officer (SDO).
- 2) Reading master file (PN33) will be made available date wise one day before as per reading date of consumer in each quarter.
- 3) In case, meter reader is using mobile app in offline mode for meter reading, it is to be confirmed that they should connect to the server (through Wi-Fi or mobile network) at least two times in a day, preferably once in the morning before starting daily reading work and at the end of the day before closing the reading activity for a day. All the readings captured in a day should be uploaded on server on the same day.
- 4) Reading job will be finished automatically in the system on next day of scheduled reading date. Once the job is finished, meter readers will be unable to upload the reading.
- 5) Bills for reading date group (date wise billing cycle) will be processed in a single billing cycle on scheduled reading date + 3 days.
- 6) Bills will be processed on daily basis. Bill printing date will be next day of bill generation and bill file (with meter photo on bill) in PDF format will be made available to sub-division on the same day through local IT, which will be collected by the agency.
- 7) As meter reading and bill distribution activity is to be carried out simultaneously and on daily basis, it is to be ensured by the agency that, separate manpower is engaged for these two different activities in the sub-division.

B) Liquidated Damages (Penalty) :

a) Wrong Billing:

- 1) If any discrepancy is observed by MSEDCL while cross checking the readings taken by the agency, penalty of minimum 50 Times at the rate of reading per each wrong meter reading without any upper limit will be imposed.
- 2) Clause B) a) 1) is applicable for every bill correction of wrong reading this penalty shall be imposed without fail.
- 3) If it is noticed that the bogus readings are shown without visiting the consumer's premises & such bills are issued to consumers, FIR will be lodged against meter reader or Agency as found in the case. If Agency or its staff i.e. (individual meter reader /bill distributor) if found involved in any fraudulent practice being carried out by them, then Agency as well as individual will be liable for action on both fronts, i.e. civil (financial losses) & criminal (forgery, involvement/abetment in theft etc.). If any malpractice, fraud, bogus reading, intentional wrong reading is found, then the case will be examined, the say of the Agency shall be considered before proceeding for FIR and prior approval in writing of the Competent Authority will be taken before lodging FIR against Agency.
- 4) The meter reader, against whom FIR is filed, will not be in any case employed by the agency. If found so, this office will terminate the contract of agency.
- 5) If repeated mistakes are observed against the same agency, this shall be treated as failure of it and FIR will be filed/ contract shall be terminated along with black listing of same.

- b) **Delay in distribution of Bill:** Rs 2/- (Rs. Two) per bill per delayed day subject to maximum of 25% of the bill amount of that particular PC shall be deducted as penalty.
- c) **Non distribution of bills:** Penalty at the rate Rs. 50/- per non distributed bill. If bills in bunch is found undistributed then first time fine of 25% of bill amount & second such instance may lead to cancellation of contract & forfeiture of S.D. Bills will not be passed unless certificate from concerned Section Officer, regarding 100% distribution of bills is attached.
- d) **Dis-incentive Scheme:** A normal bill shall have a clear Meter reading, Meter Serial Number, Consumer Number, Billing Unit Code and DTC Code on the sticker are visible in the photograph and the same reading is punched. Penalty will be imposed, if the normal billing (Normal + Faulty) is below 95% and the rate of penalty will be as below (xx% of bill amount):

1	Agency does normal billing below & including 80%	10%
2	Agency gives normal billing below and including 83%	8%
3	Agency gives normal billing below and including 85%	6%
4	Agency gives normal billing below and including 87%	4%
5	Agency gives normal billing below and including 89%	3%
6	Agency gives normal billing below 95%	2%

If the work of agency comes under any slab of dis-incentive scheme, the MSEDCL will deduct the penalty from his monthly bill directly. The dis-incentive slab will be decided upon PC wise final photo submission to concern sub-division with respect to total live Consumers.

- e) If normal meter is shown "Faulty", and it is noticed in cross checking/ consumer complaint / or found normal in subsequent billing cycle, the Penalty of Rs 250/- per case will be imposed.
- f) The essence of this contract is that the Contractor issues the bills to the consumers in stipulated time period and also that the bill is absolutely correct in all respects. Thus it will be mandatory on part of the Contractor to carry out the work of allotted quantity as per the scope (in totality) and as per the billing cycle of the respective sub-division within the specified time. A weekly compliance shall be given by the Contractor to the respective Executive Engineer / nominated authority. Monthly performance report as per I.T. reports should be submitted to the Executive Engineer to check the performance of Agency.
- g) In case the Hon. M.E.R.C./ Consumer Forum/ CGRF/ IGRC or any Judicial Court/ Commission penalizes MSEDCL, & levies penalty / fine on account of non-compliance of Standard of Performance with respect to the bills issued under this contract (delay or wrong bill or for any other reason pertaining to billing), and where the Contractor is responsible for this, the same penalty / fine shall be on account of the Contractor and it shall be deducted from the bills payable to the Contractor.
- h) If the wrong billing exceeds 5% (in quantity) during a particular month, the contract is liable to be terminated and MSEDCL shall be entitled to deduct/ recover the amount of liquidated damages from the bills payable to the Contractor or any other amount due or payable to him against this or any other

contract.

- i) This Penalty will be without prejudice to MSEDCL's rights of any other action / recourse permitted under the law.
- j) No payment will be released for R.N.T. / R.N.A. status. If R.N.T. status increases above 1% then additional penalty of Rs. 5/- per consumer will be imposed.
- k) The agency should co-ordinate with agency engaged for faulty / stop meter replacement.
- l) The agency should coordinate with section office / sub-division office to make meters accessible and for meter replacement report so as to stop average billing.
- m) If agency brings billing efficiency less than the average billing efficiency of last financial year then warning will be issued to agency on first occurrence & on the next occurrence company has discrimination power for termination of contract.
- n) If any above penalties may be changed / increased in favour of MSEDCL then it will be implemented at the same time.
- o) In order to improve billing fortnightly meeting will be conducted by SE/EE/SDO. It will be mandatory to attend this meeting by authorized representatives of agency along with billing data & other related documents asked by SE/EE/SDO. In case of failure fine of Rs. 10,000/- per instance will be imposed.

C) Payment of Bills:

- a) From the date of submission of clear invoices, the payment shall be generally made within 45 days (forty five) and as per availability of funds. The Contractor shall submit the original bills / invoices in triplicate to the respective sub -division office for recording the same in the Measurement Book/ creation of Service Entry Sheet in SAP ERP system.
- b) Payment will be made by RTGS only. Necessary certificate in enclosed format shall be submitted along with Bid.
- c) Web console / I.T. report of billing status of respective P.C. should be attached with the bill otherwise the bill not be processed.
- d) Income tax will be deducted from the monthly bill as per prevailing rules of Income Tax.
- e) Certificate from concerned S.D.O. regarding satisfactory meter reading/ bill distribution of consumers must be attached with bill.
- f) The estimated tender amount mentioned earlier includes GST; GST will be paid extra on the accepted rates.
- g) Any amount or amounts which becomes payable by the contractor to the Employer under particular contract may be deducted by the Employer from any amount / amounts due or becoming due for payment by the Employer to the contractor under the same or any other contract with the M.S.E.D.C.L.

D) Miscellaneous :

- a) Random checking of bills/ readings will be carried out by division representative. The action regarding penalty shall be taken according to observations of random checking.
- b) Sub-letting the contract to any other party will not be permitted.
- c) Name, address & mobile numbers with Aadhar Card of persons engaged for meter reading & bill distribution works should be submitted to concern S.D.O. prior to starting of work.
- d) For improper execution of the contract, the Security Deposit held with M.S.E.D.C.L. will be forfeited.
- e) Successful bidder shall be fully responsible for payment of benefits including but not limited to Provident Fund, Bonus, Retrenchment Compensation, Leave Encashment, etc. to its employees as per statutory provisions.
- f) Necessary payment & liabilities to Agency's workman shall be the responsibility of successful bidder irrespective of payment received from MSEDCL or otherwise.

- g) The contractor shall have to maintain the confidentiality of the billing information. Leakage of the same will be treated as breach of contract.
 - h) All the manpower deployed by the contractor shall be suitably qualified and trained for the job intended to be performed by them. They should be well conversant with Marathi and working knowledge of English & Hindi. Their behavior with Consumers should be extremely polite. Also they should be well dressed displaying the Identity card when on field. The Identity cards will be jointly issued by the M.S.E.D.C.L. & the contractor. Serious action will be initiated against the contractor if any of the manpower deployed by him misbehaves with any of the consumers / M.S.E.D.C.L. officers or get into any act which could hamper the image of M.S.E.D.C.L.
 - i) The interpretation of the Employer on any matter or the decision on any disputable points will be final & binding on the bidder.
- E) All the disputes & differences arising out of or in the connection with the contract shall be subject exclusively to the jurisdiction of WASHIM Court only.

i.

**Executive Engineer
O. & M. Division M.S.E.D.CO.LTD.,
WASHIM**

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED.
O & M DIVISION, WASHIM

TENDER NO. EE/WSM/TECH/T-17/2023-24

Scope of work

Particulars of Works: Annual contract of Agriculture Consumer's quarterly meter reading through Mahavitaran Mobile App with bill printing & bill distribution and allied works in Risod Sub-division under Washim Division.

1) For Meter Reading with Mahavitaran Mobile Meter Reading App:

The successful agency should follow following sequence of operations –

- a) To paste good quality pre-printed Stickers on each Meter, Meter Board and on the Meter Box of Consumer's premises. Printed stickers should contains (1) Consumer Name (2) Consumer No. (3) Billing Unit Code (4) PC No. (5) DTC Code (6) Route/ Sequence No. and (7) Village Name. This will be a one time job for all the consumers. Stickers should be of very good quality paper & adhesive. Before pasting the stickers, the surface must be cleaned properly. The sticker shall be provided by the successful bidder at free of cost. The sticker to be provided by the bidder should be got approved from the Executive Engineer, WASHIM.
- b) To enter proper meter status codes by referring image of meter while entering the data. Meter Status list is attached as 'Schedule – I'.
- i) Meter reader have to feed tampered meter data, unbilled consumer data if found through Mahavitaran Mobile Reading App.
- j) The Contractor will distribute the printed bills to the Consumers at their premises / address as printed on the bill within stipulated period considering the mandatory period permitted for distribution of such bills by Hon. MERC. The contractor will keep the record of bills distributed to consumers. MSEDCL may verify this record time to time.

2) For IR Meter Reading:

- a) Readings of IR meters are to be taken through Hand Held Unit (H.H.U.)
- b) H.H.U. will be provided by the M.S.E.D.C.L.
- c) 1 No HHU will be provided per thousand consumers.
- d) Agency should upload IR HHU readings at Mobile App Web Console on daily basis.
- h) Meter reader have to feed tampered meter data, unbilled consumer data if found through Mahavitaran Mobile Reading App
- i) The Contractor will distribute the printed bills to the Consumers at their premises / address as printed on the bill within stipulated period considering the mandatory period permitted for distribution of such bills by Hon. MERC. The contractor will keep the record of bills distributed to consumers. M.S.E.D.C.L. may verify this record time to time.

Executive Engineer
O & M Division, M.S.E.D.C.L., WASHIM

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED.
O & M DIVISION, WASHIM

TENDER NO. EE/WSM/TECH/T-17/2023-24

SCHEDULE - I

Meter Status List:

- i. Normal
- ii. Faulty
- iii. Lock
- iv. Inaccessible

Executive Engineer
O & M Division, M.S.E.D.Co.Ltd.
WASHIM

T-17/2023-24

BID DOCUMENT

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
O & M DIVISION, WASHIM

E-Tender for-

Contract for Agriculture Consumer's quarterly meter reading through Mahavitaran Mobile App with bill printing & bill distribution and allied works in Risod Sub-division under Washim Division.

Section II
Price Bid

BID NO.EE/WSM/T-17/2023-24

EXECUTING AGENCY

EXECUTIVE ENGINEER,
O & M DIVISION, M.S.E.D.C.L., WASHIM

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED.
O & M DIVISION, WASHIM

TENDER NO. EE/WSM/TECH / T-17/2023-24

Price Bid

Schedule-A

TENDER NO. EE/WSM/T-17/2023-24

Division: WASHIM

Sub-Division: Risod

Sr. No.	Particulars of Works	Employer's Schedule Rate
1	Quarterly Meter Reading of Metered Agriculture Consumers with Bill Distribution.	Rs.10.00 Per Consumer
2	Bill printing of total Agriculture Consumers (Metered + Unmetered).	Rs.00.60 Per Bill
3	Bill Distribution of Unmetered Agriculture Consumers.	Rs.1.00 Per Consumer

I / We, the undersigned have carefully examined contents of the price bid and understood the Bid Documents of Tender No. EE/WSM/T-17/2023-24. I / We hereby agree to carry out the above said work as per Terms & Conditions mentioned in Tender Document.

I / We hereby offer to complete the above described works, at the rate _____ % (in figures)
 _____ percent (in words) At Par/ Above/ Below (strike out which
 is not required) the Employer's Scheduled Rates, excluding the GST.

Date:

Seal & Signature of Bidder

Place:

Name & Designation:

T-17/2023-24

BID DOCUMENT

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
O & M DIVISION, WASHIM

E-Tender for-

Contract for Agriculture Consumer's quarterly meter reading through Mahavitaran Mobile App with bill printing & bill distribution and allied works in Risod Sub-division under Washim Division.

Section III
Sample Forms

BID NO.EE/WSM/T-17/2023-24

EXECUTING AGENCY

EXECUTIVE ENGINEER,
O & M DIVISION, M.S.E.D.C.L., WASHIM

**SAMPLE FORM
TECHNICAL OFFER & GENERAL
(On Bidder's Letter head)**

To,

The Executive Engineer
Maharashtra State Electricity Distribution Company Ltd
O&M Division, WASHIM

Sub:- Annual contract of Agriculture Consumer's quarterly meter reading through Mahavitaran Mobile App with bill printing & bill distribution and allied works in Risod Sub-division under Washim Division.

Dear Sir,

We have procured the bid documents for contract of Agriculture Consumer's quarterly meter reading through Mahavitaran Mobile App with bill printing & bill distribution allied works in Risod Sub-division under Washim Division. We are submitting our proposals on line through e-tendering process. The details asked for are being furnished in accordance with the following:

GENERAL PROFILE OF THE BIDDER:-

Name & communication details

1. Full legal name of the Company / firm
2. Date and location of establishment
3. Registered Office address
4. Address for communication
5. Telegraphic address
6. Telephone (Land Line/Mobile) number
7. Fax number
8. E- mail address
9. Date and location of Establishment
10. Authorized person (s) to be contacted
11. Names and addresses of the proprietors/partners/consortium members
12. Type of firm – private limited / Public limited / Government sector
13. Whether registered under companies act or any other act
14. Registration number
15. The applicant is:
 - a) An individual
 - b) A proprietary firm
 - c) A limited company or limited Corporation.
 - d) A member of a group of companies (if yes, give names, address and description of other

companies).

e) A subsidiary of a large organization (if yes, give name and address of the parent organization).

f) If the company is subsidiary, state what involvement, if any, the parent company will have in the project.

3.7.1 Details of board of Directors:

Name of the Director
Organization Address
Remarks

3.7.2 Key and administrative personnel and consultants:

Individual's name
Qualification
Present position of office
Professional experience and details of work carried out. Years with the applicant.
Language known Remarks.

3.7.3 Managers:

Individual's Name
Qualifications
Present position of office
Professional experience and details of work carried out. Years with the applicant

3.7.4 Staff / Workmen:

Individual's Name
Qualifications
Present position of office
Professional experience and details of work carried out.
Years with the applicant

(The above stated requirements are a minimum and MSEDCL reserves the right to request for any additional requirement and also reserves the right to reject the proposal of any bidder, if in the opinion of MSEDCL, the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the works.)

Date:

Seal and Signature of the Bidder

Place:

Name & designation

ANNEXURE "A"

Self Declaration

(On Bidder's Letter head)

Annual contract of Agriculture Consumer's quarterly meter reading through Mahavitaran Mobile App with bill printing & bill distribution and allied works in Risod Sub-division under Washim Division.

TENDER NO. EE/WSM/T-17/2023-24

I have under gone through all the contents of Tender form .I have carefully read and understood all the terms and conditions mentioned therein. I agree with all the terms and conditions mentioned therein. Hence I am signing & submitting this form in lieu of signing & uploading every page of Tender Document.

Date :

Seal and Signature of the Bidder

Place :

Name & designation

ANNEXURE "B"

(On Bidder's Letter head)

To,
**The Executive Engineer,
 O & M Division M.S.E.Dist.Co.Ltd.,
 WASHIM**

Sub:- Annual contract of Agriculture Consumer's quarterly meter reading through Mahavitaran Mobile App with bill printing & bill distribution and allied works in Risod Sub-division under Washim Division.

Ref.:- Tender NO. EE/WSM/T-17/2023-24

Dear Sir,

Having examined the above tender Specifications including terms & Conditions of Contract, specifications as per schedules & billing of quantities there in, I/We hereby offer to execute the whole work as described in work schedule according to the specifications & conditions referred to there in with rates entered in the attached sheet of the work.

I/We hereby undertake to commence & to complete the work as per schedule within stipulated period from the date of receipt of your letter of Intent / firm order.

If my / our tender is accepted I /We will provide the performance security equal to _____ percent of contract price i.e. Rs. _____.

I /We agree to abide by this tender for the period of days from the date fixed for tender closing & it shall remain binding upon me / us & may be accepted at any time before the expiration of that period.

I /We attach the tender forms duly completed & signed.

Placement of work order, receipt of S. D. your acceptance together shall constitute a contract between me / us which will be follow by agreement.

I /We understand that you are bound to accept the lowest - priced or any other tender that you may receive.

I /We enclosed herewith a Demand Draft No. / B.G. No. _____ Dt.: _____ for Rs. _____ drawn on _____ as Earnest money deposit.

I /We have paid Earnest money deposit in Cash vide M. R. No. _____ Date _____.

Thanking You.

Date:

Seal and Signature of the Bidder

Place:

Name & designation

SAMPLE FORM-I**BANK GUARANTEE****(Bid Security)**

(To be executed on Rs.200 non-judicial stamp paper purchased in the name of issuing Bank)

WHEREAS, _____ (Name of bidder) (herein called "the Bidder") has quoted on line his bid dated _____ for the Tender No. _____ Dated _____ for _____ Project (Hereinafter called "the Bid"). KNOW ALL MEAN by these presents that we _____ (name of Bank) having our registered office at _____ (hereinafter called "the Bank") are bound unto Maharashtra State Electricity Distribution Company Ltd, Maharashtra State, India (hereinafter called "the Employer") in the sum of for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this day of 2015.

THE CONDITIONS of this obligation are:

(1) If the bidder withdraws his Bid during the period of bid validity specified in the Form of Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity and

a. Fails or refuses to execute the Form of Agreement in accordance with the instructions to Bidders, if required; or

b. Fails or refuses to furnish the performance Security, in accordance with the instruction to Bidders.

We hereby agree un equivocally and unconditionally to pay at _____ within 48 hours, to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 28 days after the deadline for bid validity as per ITB Clause No. 10 of the instructions to Bidders or as the Employer may extend it, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE SIGNATURE OF AUTHORISED SIGNATORY

Name and Designation:

Seal of and Bank Address:

WITNESS: (Signature)

Name & address:

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED.
(O. & M.) DIVISION, WASHIM**

Schedule II

Annual Turnover

Bidder's Legal Name: _____

The Bidder must fill in this form

Annual Turnover Data for the Last 3 Years	
Year	Single Bidder (Rs.Lakhs)
FY 2020-21	
FY 2021-22	
FY 2022-23	
Three Year Turnover (Each Firm)	
Total Turnover (All Firms Together)	

☐ The information supplied should be the annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed.

☐ The Bidder shall submit audited financial statements/ balance sheets in support of its claims.

☐ This sheet should be duly certified by Chartered accountant

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED.
(O. & M.) DIVISION, WASHIM**

Schedule III

Financial Status

Bidder's Legal Name: _____

Each Bidder must fill in this form

	Financial Data for Previous 3 Years		
	Year 2: FY 2020-21 (Rs. Crores)	Year 2: FY 2021-22 (Rs. Crores)	Year 3: FY 2022-23 (Rs. Crores)
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profits Before Taxes			
6. Profits After Taxes			
7. Unutilized Lines of Credit **	Information Not Required	Information Not Required	
8. Networth #			
9. Available Working Capital ** [=2-4]+[7]**	Information Not Required	Information Not Required	

This sheet should be duly certified by Chartered account.

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
O & M DIVISION, WASHIM**

Schedule IV

Financial Resources

Bidders, shall specify proposed sources of financing such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract. Bidder shall provide documentary evidence of the availability of such financing as may be necessary to support its claims.

Bidder's Legal Name: _____
Each Bidder must fill in this form

No.	Source of Financing	Amount Utilized and/ or Committed (Rs. Crores)	Balance Available for the Project (Rs. Crores)
	Total all source		

(This sheet should be duly certified by Chartered account)

Sample Form**Experience Certificate**

(Certified by the M.S.E.D.C.L. Authority not below the rank of Executive Engineer)

No. _____

Date: _____

This is to certify that M/s _____ has satisfactorily executed the work as detailed below –

Sr. No.	Executed Order No. and Date	Description of work	Order Amount (Rs. Lakhs)	Amount of Executed work (Rs. Lakhs)	Work Execution Financial Year	No. of Billing Month Executed against the Order	Nos. of Consumers billed per Month/ quarter

Seal & Sign of the Certificate issuing Authority
(Not below the rank of Executive Engineer)

(Note: 1) All the parameters mentioned in above sample form of Experience Certificate are essential to confirm the eligibility of the Bidder. Whereas Certificates issued by the Authority not below the rank of Executive Engineer, in other formats and containing all above required parameters may be consider for evaluation

2) Certificate shall be supported by copies of Letter of Awards of executed works only)

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED.
O & M DIVISION, WASHIM
ANNEXURE 'F'

SECURITY DEPOSIT (BANK GUARANTEE)

Bank Guarantee No. _____

Date:- _____

The [Name of the Bank and address] hereby agree unequivocally and unconditionally to pay, at within 48 hours, on demand in writing from the Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.D.C.L.) or any officer authorized by it in this behalf, of any amount up to and not exceeding Rs. _____ (Rupees _____ only) to the said Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.D.C.L.) on behalf of M/s. [name and address of the supplier] who have tendered and / or contracted or may tender or contract hereafter for supply of materials, equipments or services to the Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.D.C.L.) against order No. _____ dated _____ total value of the order is Rs. _____ (Rs. _____ only) This agreement shall be valid and bidding on this Bank up to and including _____ (claim period up to and including _____) and shall not be terminable by notice or any change in the constitution of the Bank or the firm of contractors or any reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or between parties to the said within written contract. The validity of this Bank Guarantee will be extended by us for the further period of six months, one month prior to its present validity period at the request of Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.D.C.L.).

In case of any dispute arising out of or in connection with the extension or encashment of Bank Guarantee, the courts in will have jurisdiction.

Our liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____ (claim period up to and including _____) unless a suit or action to enforce a claim under the guarantee is filed against us within six months from the aforesaid date i.e. _____, all rights of Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.D.C.L.) under the said guarantee shall be forfeited and we shall be relieved and discharged from all our liability there under.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee is restricted to _____ (Rupees _____ only).
2. This bank guarantee is valid up to _____ (claim period up to and including _____).
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if the Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL) serve up on us a written claim or demand on or before _____.

(Name of the Bank)

Date:- _____

(Rubber Seal and Code No. of the Signatory)

SAMPLE FORM OF AGREEMENT

This agreement made at _____ on day of _____ between _____ M/s _____ (herein after called "the Contractor") which expression shall unless excluded or repugnant to the context, include successor, of permitted assign on the one part and the M.S.E.D.C.L. (herein after called the "company") which expression unless excluded by or repugnant to the context, include its successors and assigns on the other part.

WHEREAS the Executive Engineer , O & M DIVISION, M.S.E.D.C.L., invited Tender according to the powers delegated to him as per rules for the work of _____ at _____ in accordance with specification connected thereof and where as the said Tender was accepted by the M.S.E.D.C.L. vide order no. EE/WSM/T/____ Dt. _____ and contract placed with the said contractor on the terms & conditions specified in the tender & aforesaid letter of indent and in the uploaded tender documents on web site forming the part of tender.

Now the agreement witnessed and it is hereby agreed and declared as under:

- 1) In consideration of the value of contract Rs. _____ placed with the contractor on the terms and conditions specified in this contract, the contractor here by convents with the company that he shall and will duly complete the work as per order and he shall do and perform all other works and things on the contract mentioned and described which are implied there from or any reasonability be necessary for the completion of the said work within and at the time and in the manner and subject to the terms and conditions and stipulation contained in this contract and the company shall pay the contractor all the sums of money as and when they become due and payable under the provisions only.
- 2) The contractor shall undertake the work of _____ at _____
- 3) The Contractor shall indemnify the company for _____ and injury caused to any person whether workmen or not, while in or upon the works or the site and the Workmen's Compensation Act and Contractor shall be liable for all such claims.
- 4) The accepted tender along with the Terms & Conditions specifications and the period tender documents mentioned here before shall be deemed to be part of this contract. The said papers are signed by contractor for M/s----- and by Executive Engineer, O &M Division, M.S.E.D.C.L., for and on behalf of Company and for the purpose of identification.
Work order No. EE/WSM/Tech/_____ Dt. _____

In the witness where of the parties here to have set their hands to this agreement on the dates respective mentioned against their signatures.

Date: _____ Signed and delivered by Shri _____
Place: _____
For Contractor: _____

Date: _____ Signed and delivered by Shri _____
Place: _____
For M.S.E.D.C.L.
Executive Engineer
O&M Division, M.S.E.D.C.L.,

In Presence of:

- 1) _____
- 2) _____

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40402412 Meter Reading by AG	ADM 064	Days	998514	12547		null

Required Documents (To be uploaded online)				
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Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Rates	Price Section	40402412 Meter Reading	Price Bid
2	Tech Doc	Technical Section	40402412 Meter Reading	Technical Documents
3	Comm Doc	Commercial Section		Commercial Document