

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		29-08-2024 03:40:10
Tender Code	SE/GKUC/T-08/2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Tender for Annual Contract for Monthly Meter Reading, Bill Printing & Bill Distribution of LT Consumers having load above 20 KW and some LT Consumers having load below 20 KW with AMR /MRI Compatible meter under Kothrud	
Estimated Cost (In Lakhs)	60	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	5000	
GST In INR (@18% on Tender Fee: SAC No.	900	
Total Tender Fee Amount including GST in INR.	5900	
Contact	S J Murkute , 7875767010 ,seganeshkhind@gmail.com	
Pre-Qualifying Req	Documents mentioned under tech bid	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Distribution Department	
Office Type	CIRCLE	
Location Type	Ganeshkhind Urban Circle	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Prakashbhavan", 2nd Floor, Block No.202, Senapati Bapat Road, Pune-16.	
Bid Opening Address	On line	
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	30-08-2024 09:00	
Tender Sale End Date	12-09-2024 23:00	
Bid Start Date	30-08-2024 09:05	
Bid End Date	12-09-2024 23:55	
Pre-Bid Meeting Date	05-09-2024 12:00	

Techno-Commercial Bid opening on	13-09-2024 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	N



**Maharashtra State Electricity Distribution Company Limited
Ganeshkhind Urban Circle**

Tender for Annual Contract for Monthly Meter Reading, Bill Printing & Bill Distribution of LT Consumers having load above 20 KW and some LT Consumers having load below 20 KW with AMR /MRI Compatible meter

Area: - Kothrud Division

Tender No. SE/GKUC/T-08/2024-25



Executing Agency

**Superintending Engineer
Maharashtra State Electricity Distribution Co. Ltd.
Ganeshkhind Urban Circle, Pune
"Prakashbavan" , 2nd Floor,
Senapati Bapat Road, Pune-411016. (Maharashtra)**

Phone: 020-25630057

VOLUME-1:- Introduction

TENDER DETAILS

Tender No.	SE/GKUC/T-08/2024-25
Name of the work	Tender for Annual Contract for Monthly Meter Reading, Bill Printing & Bill Distribution of LT Consumers having load above 20 KW and some LT Consumers having load below 20 KW with AMR /MRI Compatible meter
Area of work	Kothrud Division
Number of consumers	5665 Approximately Cons
Estimated cost of work	Rs 60.00 Lacs
Tender Fees	Rs.5000+18% GST=Rs. 5900/-
E.M.D. to be paid	Rs.60,000/- (1% of Estimated Cost)
Download of Tender documents from website	30.8.2024 to 12.9.2024 Up to 23.00Hrs
Pre Bid Meeting	5.9.2024, 12.00 noon
Date of submission / upload of Tender documents on website	On or before 12.9.2024 up to 23.55 Hrs
Date of opening of Technical Bid	13.9.2024 at 11:00 hrs. (If possible)
Date of opening of Price Bid	Will be intimated later
Total No. of pages	Introduction 3 pages Technical Bid 43 pages Price Bid 3 Pages
Executing Agency	S.E., Ganeshkhind Circle, MSEDCL
Address	Office of the Superintending Engineer Ganeshkhind Urban Circle, Block No.202, 2 nd Floor, "Prakashbhavan", Senapati Bapat Road , Pune - 411 016 .
E-mail	seganeshkhind@mahadiscom.in
Website	https://etender.mahadiscom.in/eatApp/
Name and Address of Bidder	M/s
Name of the proprietor/authorized person	
Telephone No.	
Fax No.	
Mobile No.	
E-mail	

Note-

- (A) The tenderer who have paid the Tender Cost are only eligible to quote the rates.
- (B) If any of dates mentioned in the tender notification and specification happen to be a holiday due to unforeseen reasons, the same will be considered as the next working day.
- (C) Any downloading for tender specification beyond the specified date will not be entertained.
- (D) The Superintending Engineer, GKUC Pune has the right to reject all or any tender without assigning any reason.

**Superintending Engineer
GKUC Pune**



E-TENDER NOTICE

Superintending Engineer, MSEDCL, Ganeshkhind Urban Circle, Pune invites Tender from experienced Licensed Electrical contractors for the work as detailed below.

Tender No.	Description of Work	Estimated Cost	EMD
SE/GKUC/T-08/2024-25	Tender for Annual Contract for Monthly Meter Reading, Bill Printing & Bill Distribution of LT Consumers having load above 20 KW and some LT Consumers having load below 20 KW with AMR /MRI Compatible meter Area:- Kothrud Division	60.00 Lacs	Rs.60,000/-

Bid documents will be available on website from 30.8.2024 to 12.9.2024 Up to 23.00Hrs

Pre-bid meeting is 5.9.2024 12.00 Noon

Last date for submission is On or before 12.9.2024 up to 23.55 Hrs

Date of Opening of Technical Bid is 13.9.2024 at 11:00 hrs. (If possible)

Date of Opening of Price Bid will be intimated later

Details are available on our website <https://etender.mahadiscom.in/eatApp/>

For any additional information please contact office of the Superintending Engineer, MSEDCL, Ganeshkhind Urban Circle, Block No. 202, Prakashbhavan, 2nd Floor, S.B.Road, Pune - 411 016 during office working hours.

Contact person:,Executive Engineer (Administration),

Phone No. : **7875767010**

(HO PR No. – 202/24)

Superintending Engineer (GKUC)

Application

To,
The Superintending Engineer,
MSEDCL, Ganeshkhind Urban Circle, Pune.

Sir,

I wish to participate in above referred Tender process. I have read & understood tender document in detail which include

Volume 1:- Introduction.

Volume 2:- Technical bid.

Volume 3:- Price Bid.

All these conditions will be binding on me.

Name of Tenderer:-

Name & designation of Authorized Person:-

Address:-

Contact phone number:-

Stamp & Signature of Tenderer.

SE/GKUC/T-08/2024-25



**Maharashtra State Electricity Distribution Company Limited
Ganeshkhind Urban Circle**

**Tender for Annual Contract for Monthly Meter Reading,
Bill Printing & Bill Distribution of LT Consumers having
load above 20 KW and some LT Consumers having load
below 20 KW with AMR /MRI Compatible meter.**

Area: - Kothrud Division

Tender No. SE/GKUC/T-08/2024-25



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**Superintending Engineer
Maharashtra State Electricity Distribution Co. Ltd.
Ganeshkhind Urban Circle, Pune
"Prakashbhavan", 2nd Floor,
Senapati Bapat Road, Pune-411016. (Maharashtra)**

Phone: 020-25630057

Tender Document with conditions

TECHNICAL BID:

- Section 1: Instructions to Bidder
- Section 2: Conditions of Contract.
- Section 3: Detail Scope of work.
- Section 4: Annexure and Schedules.
- Section 5: Sample Forms

SECTION - 1

INSTRUCTIONS TO BIDDERS

CONTENTS SECTION – 1

A.	GENERAL	
1.0	Scope of Bid _____	4
2.0	Qualifying Requirments _____	4
3.0	Selection of bid/One Bid per Bidder _____	5
4.0	Cost of Bidding _____	5
5.0	Site Visit _____	5
B.	BIDDING DOCUMENTS	
6.0	Content of Bidding Documents _____	6
7.0	Clarification of Bidding Documents _____	6
8.0	Amendment of Bidding Documents _____	6
C.	PREPARATION OF BIDS	
9.0	Language of Bid _____	6
10.0	Documents Comprising the Bid _____	7
11.0	Bid Prices _____	7
12.0	Price Variation Clause _____	8
13.0	Currencies of Bid and Payment _____	8
14.0	Bid Validity _____	8
15.0	EMD _____	8
16.0	Alternative Proposals by Bidders _____	8
D.	SUBMISSION OF BIDS	
17.0	Deadline for Submission of Bids _____	9
18.0	Modification and Withdrawal of Bids _____	9
E.	BID OPENING AND EVALUATION	
19.0	Bid Opening _____	9
20.0	Process to be Confidential _____	9
21.0	Clarification of Bids. _____	9
22.0	Examination of Bids and Determination of Substantial Responsiveness. _____	10
23.0	Correction of Errors _____	10
24.0	Prohibition for Post tender Correspondence. _____	10
F.	AWARD OF CONTRACT	
25.0	Award Criteria _____	10
26.0	Employer’s right to accept or reject, any or All Bid(s) _____	10
27.0	Notification of Award _____	11
28.0	Performance Security _____	11
29.0	Contract Agreement _____	11
30.0	Time: The Essence of Contract _____	11
31.0	Bankruptcy _____	12
32.0	Notices _____	12
33.0	Details : Confidential _____	12
34.0	Check List _____	12
35.0	Jurisdiction _____	12

SECTION 1

INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of Bid

The Executing Agency, (also referred to as "the Employer" in these documents) invites sealed bids from eligible bidders for Tender for Annual Contract for Monthly Meter Reading, Bill Printing & Bill Distribution of LT Consumers having load above 20 KW and some LT Consumers having load below 20 KW with AMR /MRI Compatible meter under **specified Subdivision/Division, Pune** through MRI as defined in the bid document.

- a. The works are to be carried out at various sites under the specified Subdivision/Division area. All bids shall be prepared and submitted strictly in accordance with these instructions.
- b. The successful bidder is required to start work simultaneously at all the sites covered under the specified Subdivision/Division as per activity schedules annexed separately.
- c. The period of contract shall be initially for 12 months from the date of Letter of Acceptance (LOA). However, it can be extended for a further period of 6 months on mutually agreed upon by.
- d. Bid not covering entire scope of the work will be treated as incomplete and hence, is liable to be rejected.

2. Qualifying Requirements (Technical Scrutiny) Joint venture is applicable.

2.1 Application: - Fill information, scan & upload application as per introduction page no.3 of this document.

For Individual bidder -Individual experience financial status and other documents will consider.

2.2. Tender fees: - The tender documents are available at our website <https://etender.mahadiscom.in/eatApp/> which can be downloaded during period mentioned above. Payment of fees to be done online & the transaction slip should be uploaded with the tender documents in technical bid.

2.3 Bid Security: - The bidder shall furnish, as a part of his bid, an EMD equivalent to 1% of the estimated tender value online or by way of DD/Pay Order drawn in favour of Superintending Engineer, MSEDCL, Ganeshkhind Urban Circle, Pune, on any Nationalized / Scheduled Bank payable at Pune or if the EMD is in form of BG, then Irrevocable Bank Guarantee of any Nationalized/Scheduled Bank having Branch at Pune in favour of Superintending Engineer, MSEDCL, Ganeshkhind Urban Circle, Pune **valid for 180 days** before the due date and time of the tender. In case of the bidder being joint venture, the joint partner shall furnish bid security for an amount equivalent to 25% of the bid security amount and remaining 75% amount of the total bid security shall be submitted by the lead partner.

2.3 (A)- JV agreement is submitted in techno commercial bid with register notary / applicable legal statute

2.4 Specific Experience for value: - This work is crucial for MSEDCL. It is essential that the bidder should have the vital knowledge & skills to analyse the MRI data. The Tender will be worthless if bidder is incompetent to detect deficiencies in MSEDCL metering & hence revenue loss will remain undetected. The bidder should have specific experience for taking Meter Reading through MRI & analysis in MSEDCL with actual value of executed works. The bidder should have executed either:

1. One work order/contract (denotes executed only) equivalent to at least 20% of the estimated cost of the tender or
2. Two work orders/contracts (denotes executed only) equivalent to at least 25% of the estimated cost of the tender or
3. Three work orders/contracts (denotes executed only) equivalent to at least 30% of the estimated cost of the tender during the last preceding five financial years. (Bidder should note that the actual value of works executed during the preceding five financial years mentioned herein shall only be considered.)

In case of JV Both partner should satisfy above condition.

2.5 a) Average Annual Turnover of last 3 Financial Years (,2020-21,2021-22,2022-23) should be equal to 30% of Estimated Cost.

a) The bidder shall submit IT returns. In case of JV BOTH BIDDERS Should submit for FY 2020-21, 21-22, 22-23,

b) Turnover certificates certified by C.A. In case of JV Lead partner and other partner should jointly and together meet the turn over requirement

c). Balance sheet and profit and loss certified by CA for years (,2020-21,2021-22,2022-23) In case of JV BOTH BIDDERS should submit.

2.5 b) **Net Worth:-** Positive Net Worth (100%) should be submitted for year 2020-21,2021-22,2022-23. In case of JV both partner should submit.

2.6 (i) **Specific Work Experience for quantity:**

The bidder should have satisfactory completion of work experience for taking Meter Reading, thereof through CMRI instrument for total number of consumers (meters) mentioned in introduction page no.2 for every month continuously for one year in single order. Such experience should have been within continuous preceding 3 years. Specific Experience supported by certificate by the officer not below the rank of Executive Engineer MSEDCL will only be considered.

a) The agency should possess trained manpower & basic infrastructure & capacity to execute such huge quantum of work.

b) The agency should possess compatible CMRI instruments to take meter readings within stipulated time period for the no. of consumers per month as mentioned in tender.

c) A bidder can submit offer for more than one tender. But only those offers for those tenders will be considered as valid in which work experience certificate given by bidder satisfies the conditions in point (b) in individual tenders. Those offers will be rejected where repetition of same work experience is mentioned.

(ii) Bid submitted by a Joint venture (JV) having not more than two partners with one partner as lead partner (whether proprietary, Partnership, Private limited, or limited, registered co operative societies etc with independent experience of carrying out work of meter reading, bill printing & Distribution of above work, Both partner together should full feel the criteria for total no of consumers whereas .Both partner should satisfy the condition of **every month continuously for one year in single order. Such experience should have been within continuous preceding 3 years. Specific Experience supported by certificate by the officer not below the rank of Executive Engineer MSEDCL will only be considered.**

One of the member of the JV Firm shall be its lead partner who shall have a majority at least 51% share of interest in the JV Firm .The other member shall have a share of not less than 20% both partners in JV shall be jointly and severally liable for execution of contract as per terms and conditions.

In case of JV below conditions should satisfy by both partners

2.7 **Valid Electrical contractor's license:-** Bidders from Maharashtra State should have Electrical Contractor License and those operating from other states who do not have the requisite Electrical Contractor License of GOM should submit the requisite Electrical License at the time of submission of Bids

2.8 **Registration certificates – GSTIN & PAN** , In case of JV both partner should submit.

2.9 Registration certificates under PF and labour laws as may be applicable as per relevant acts. If not applicable, self declaration of non applicability shall be submitted on agency's letter head.

2.10 **Meter manufacturers whose meters are installed in MSEDCL or their sister concerns or common meter reading related instrument (CMRI) manufacturers shall not bid for this activity as MSEDCL intends to analyze the meter data through a third party, with no bias for any manufacturer.**

2.10 (A) **You have to submit Conflict of interest undertaking on bidders letter head.**

Other essential documents should be provided by agency ,

1. Agency should submit undertaking on bidders letter head that agency is blacklisted/not blacklisted. Both partner should submit

2. list of working staff

3. Office set up in Division jurisdiction by any partner

4. Agency should submit ESIC Certificate. In case of JV Both partner should submit

2.11 Any change in the Tender schedule corrigendum etc. shall also be put up on the web site..

2.12. **The Agency should submit bank details for RTGS/NEFT on Agency's letter head. Both partner should submit**

2.13 The Financial bid of those bidders will be opened who qualify in the above technical scrutiny as per under clause 2.

3. Selection of bid/ One Bid per Bidder

The bidding process would mainly consist of the following stages:

1. It's a two bid process, comprising of technical and commercial bid. Pre- Bid Conference. A Pre-Bid Conference shall be held by MSEDCL on the date as indicated in the Time Table as per Tender notice. The purpose of which shall be to address the concerns of the bidders with respect to Tender.
2. Submission of the Technical and Commercial Proposal through E-tendering.
3. Bid Evaluation and Award of Contract to successful bidder
The bidders shall upload Technical and commercial Proposal completed in all respects, and with digitally signed by authorized person and stamped on each page technical bid of tender as confirmation of acceptance, in response to the tender document.
4. As a part of the selection process, Technical Proposal submitted by interested Bidders, shall be evaluated first based on the methodology and evaluation criteria as detailed in the Tender. The bidder who qualifies in technical will be eligible only for opening the commercial bid.
5. The final award of the Project shall be made by MSEDCL to the Bidder short-listed as successful bidder, after evaluation of the Commercial Proposal on the basis of whichever is the lowest category. Letter of Acceptance (LOA) shall be issued to the Successful bidder accordingly.
6. In case of any discrepancy or dispute in qualification/finalisation, MSEDCL rules, regulations & circulars shall prevail.
7. In the event of two or more Bidders found equal after evaluation of Financial Proposal, then MSEDCL reserves the right to select and declare any of such Bidders as the selected Bidder or take any such measure as may be deemed fit in its sole discretion including annulment of the bidding process.
8. Each bidder shall submit only one bid for the work by himself.

4. Cost of Bidding

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

5. Site Visit

- 5.1 Information about works given in bidding documents is given broadly and may change during actual work execution.
- 5.2 The Employer will not entertain any claim at any stage from the bidder on the plea of having himself not acquainted sufficiently to the site conditions.

B. BIDDING DOCUMENTS

6. Content of Bidding Documents

- 6.1 The set of bidding documents comprises the documents mentioned below and any Addenda issued in accordance with Clause 8:

TECHNICAL BID:

- | | |
|------------|-------------------------|
| Section 1: | Instructions to Bidder |
| Section 2: | Conditions of Contract. |
| Section 3: | Detail Scope of work. |
| Section 4: | Annexure and Schedules. |
| Section 5: | Sample Forms |

- 6.2 Bidders shall have to submit **online** all the bidding documents before the due date and time, completely filled in and digitally signed as applicable, without deviating from the format and content.
- 6.3 The Bidder is expected to examine all instructions, terms and conditions, forms and specifications in bidding document and fully inform himself as to all the conditions and matters which may in any way affect the works or the cost thereof.

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

7. Clarification of Bidding Documents

- 7.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter, "cable" includes telex and Tele-Fax) at the Employer's address indicated in the Invitation for Bid. However, request for such clarification must reach the employer at least 3 days prior to the submission of the bid.
- 7.2 The Employer will respond to any such request for clarification and may forward such clarification to all the purchasers of the bid, if employer finds it necessary to do so without identifying its source.
- 7.3 Request for clarification or any delay in complying with such request by the Employer, shall not in any way affect the obligation on the part of the bidder to send the complete bid by the deadline indicated.

8. Amendment of Bidding Documents

- 8.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 8.2 Any addendum thus issued shall form part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 8.3 In order to give prospective bidders reasonable time for preparing their bids on account of the addendum, the Employer may extend the deadline for submission of bids.

C. PREPARATION OF BIDS

9. Language of Bid

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

10. Documents Comprising the Bid

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

- a) Bid Form and Qualification Information Form and Documents
- b) Appropriate EMD in Original
- c) Price Schedules.
- d) Information on eligibility and qualification as detailed under Clauses of Section-1 of Technical Bid above be completed and submitted by Bidders in accordance with these instructions.
- e) Technical Bid and Price Bid duly signed on each page.

11. Bid Prices

- 11.1 Unless stated otherwise in the bidding documents, the Contract shall be for the project defined as "the Works", as described in Technical Bid.

- 11.2 The bidder shall fill in the rate for all the activities (as per description in the schedule, specifications) in the Schedules. The price quoted by the Bidder shall be exclusive of all taxes and duties.
- 11.3 Items not indicated in the schedule but are required as part of equipment / work shall also be deemed to have been covered by the rates and prices in the activity schedule.
- 11.4 The Bid price quote rates exclusive of GST, and percentage of the tax should be quoted separately in the offer.
- 11.5 However any statutory variation in Govt. taxes and duties will be borne by the employer. All statutory taxes and other levies payable by the Contractor under the Contract, or for any other cause, shall be indicated separately in details in the Bid submitted by the bidder. The bid price shall include the cost of charges for obtaining any permit or license.
- 11.6 Payment for newly introduced taxes and statutory variations:
- 11.6.1 100% payment towards newly introduced taxes, duties and statutory variations, subsequent to the date of submission of the bid, by the Central or the State Government shall be reimbursed to the contractor only against due documentary proof.
- 11.6.2 However, in case of reduction/abolition of any taxes, duties, levies, cess, etc. by the Central or State Government during the currency of contract, the benefit of the same shall be passed on to the employer.
- 11.7 As regards Indian Income Tax, surcharge on Income Tax and any other Corporate Tax, the Employer shall not bear any tax liability whatsoever irrespective of the mode of contracting. The bidder shall be liable and responsible for payment of such taxes, if attracted under the provisions of Indian law. However IT deductions at source as per Income Tax rules will be made.
- 11.8 TDS towards all the applicable taxes shall be deducted, from the payment of contract value as per the rate applicable.
- 11.9 Relevant provisions under Indian laws / Acts for P.F., Labour Contract, ESIC, GST and any other Law/ Act as may be applicable to the works under this contract will be applicable though not mentioned specifically in above list.
- 11.10 The contract is to be treated as a non-divisible contract, which includes all applicable taxes, duties, etc as indicated above.
- 11.11 The Bid price quoted by the Bidder shall be firm.

12. Price Variation Clause

Not applicable to this contract.

13. Currencies of Bid and Payment

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

14. Bid Validity

Bids shall remain valid for a period of **180 days** after the deadline for bid submission specified in Clause 17.1.

15. EMD

- 15.1 The bidder shall furnish, as a part of his bid, an EMD equivalent to 1% of the estimated tender value online or by way of DD/Pay Order drawn in favour of Superintending Engineer, MSEDCL, Ganeshkhind Urban Circle, Pune, on any Nationalized / Scheduled Bank payable at Pune or if the EMD is in form of BG, then Irrevocable Bank Guarantee of any Nationalized/Scheduled Bank having Branch at Pune in favour of Superintending Engineer, MSEDCL, Ganeshkhind Urban Circle, Pune **valid for 180 days** before the due date and time of the tender.
- 15.2 Any bid not accompanied by an original Bid Form and adequate EMD with correct bid reference in original shall be rejected by the Employer. The bid shall also be rejected if the bidder does not comply with the provisions of clause 15.1 and 15.2 above.
- 15.3 The EMD of unsuccessful bidders will be refunded as soon as the contract is finalized.
- 15.4 The EMD of the successful bidder will be discharged when the bidder has signed the Contract Agreement and furnished the required performance security.
- 15.6 The EMD will be forfeited in case of any of the following:-**
- a) If the bidder withdraws his bid during the period of bid validity;
 - b) If the bidder does not accept the correction of his bid price pursuant to Clause no. 23;
 - c) If the successful bidder fails within the specified time limit to-
 - i) Sign the Contract Agreement;
 - ii) Furnish the required performance security;

16. Alternative Proposals by Bidders

Bidders shall submit offers, which comply with the requirements of the bidding documents, including the basic technical design. **Alternative proposals shall not be considered.**

D. SUBMISSION OF BIDS

- 16.1 Bid shall be submitted online in two folders containing documents stated below:
- Folder-I (Bid qualification documents), EMD (Sample Form C), Bid form (Sample Form A), copy of the receipt of the purchase of the bid, Authorization in favour of the signatory, including other relevant authorization signature as required under the bid document. Sample form 'B' & qualification requirement mentioned in bidding documents.
All Xerox copies should be attested.
- Folder-II (Commercial): This folder should contain only price bid.
- 16.2 Duly filled Technical and Price Bids along with necessary documents/certificates shall be uploaded on our website <https://etender.mahadiscom.in/eatApp/> before the due date and time for submission.

To avoid hurry at last moment and difficulty/problem in uploading the tender documents on website, tenderers are requested to complete the process well in advance.

17. Deadline for Submission of Bids

- 17.1 Bid must be received online by the Employer on or before as mentioned on line
- 17.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8. The Employer also reserves the right to extend the bid submission date without assigning any reason. In such case(s) all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

18. Modification and Withdrawal of Bids.

- 18.1 The bidder may modify or withdraw his bid by giving notice in writing before the deadline prescribed in Clause 19.
- 18.2 No bid shall be permitted to be modified after the deadline for submission of bids.
- 18.3 Withdrawal of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in the Form of Bid will result in the forfeiture of the EMD pursuant to Clause 15.6.

E. BID OPENING AND EVALUATION

19. Bid Opening

- 19.1 The Employer will open the Technical Bid, including its modifications made pursuant to Clause 18, as notified in the tender notice. The bidder's representatives shall sign a register evidencing their attendance.
- 19.2 The Employer will examine the documents under Technical Bid in accordance with the requirements of the bid document. If any of the documents under Technical Bid is found to be not complying with the requirement of the bid document, the bid will be considered as non-responsive & Price Bid of the corresponding bid will not be opened for further evaluation.
- 19.3 Date and time of opening of Price Bid will be informed to the bidders later on.

20. Process to be Confidential

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

21. Clarification of Bids.

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

22. Examination of Bids and Determination of Substantial Responsiveness.

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

- 22.2 A substantially responsive bid is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without deviation or reservation. A deviation or reservation is one (a) which affects in any substantial way the scope, quality of performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract' or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 22.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

23. Correction of Errors

- 23.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. The Employer will correct errors as follows: where there is a discrepancy between the amounts in figures and in words, the amount whichever is lower shall govern.
- 23.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid shall be rejected and the EMD will be forfeited in accordance with Sub-clause 15.6.

24. Prohibition for Post tender Correspondence.

- 24.1 The Bidder should note that no correspondence shall be entertained or considered after the due date and time of submission of tender unless otherwise sought by the Employer.
- 24.2 The bids shall be deemed to be under consideration immediately after those are opened and until such time official intimation of award / rejection is made by the Employer to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Employer and / or his employees / representatives on matters related to the bid under consideration. The Employer if necessary shall obtain clarifications on the bid by requesting for such information from any or all bidders in writing as may be necessary.

F. AWARD OF CONTRACT

25. Award Criteria

Subject to Clause 26, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined a) to be eligible in accordance with provisions of Clause 2,

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

- 26.1 Notwithstanding Clause 25, the Employer reserves the right to accept or reject any or all bid(s), and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for the Employer's action.
- 26.2 The Employer does not bind himself to accept the lowest or any bid, neither will any reason be assigned for the rejection or part of bid. It is also not binding on the Employer to disclose any analysis report on bids.

27. Notification of Award

- 27.1 Prior to the expiration of bid validity prescribed by the Employer, the Employer will notify the successful bidder by keeping confirmed by registered letter that his bid has been accepted. This letter would be as per the format "D". This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum, which the Employer will pay by the Contractor in consideration of the execution of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). Such Letter of Acceptance will be deemed to have been accepted if not otherwise specifically acknowledged by the Contractor within 7 days from date of receipt.
- 27.2 The notification of the award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause 28 and signing of agreement.
- 27.3 The successful Bidder shall execute contract agreement as per the format "E" attached.
- 27.4 Upon furnishing by the successful bidder of a performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

28. Performance Security

- 28.1 Within 7 calendar days of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security as per Form F in the form of a Bank Guarantee for an amount equivalent to Ten percent (10 %) of the Contract Price. Lead partner will submit SD 7.5% of contract value and for remaining amount of 2.5% of contract Price shall be furnished by JV Partner.
- 28.2 The performance security is to be provided by the successful bidder in the form a Bank Guarantee in prescribed format on Rs. 200/- Stamp paper issued by a Nationalized/Scheduled Bank having branch in Pune.
- 28.3 Failure of the successful bidder to comply with the requirements of Sub-Clause 28.1 & 28.2 shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

29. Contract Agreement

In the event of acceptance of particular bid for award of Contract, such successful bidder has to execute Contract Agreement as per attached Form E.

30. Time: The Essence of Contract

- 30.1 The time stipulated in the contract for the completion of works shall be deemed to be the essence of the contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 30.2 The Contract Agreement should be executed within 7 days from date of issue of LOA. The date of signing of contract agreement is the **start date**.
- 30.3 This work should be completed within time limit as per reading program given by concerned SE or his representative.
- 30.4 The competent authority should terminate the contract if the agency is disqualified by any means of tender condition.

31. Bankruptcy

If the Contractor shall become Bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors, or being a company or corporation commence to be

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

32. Notices

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

32.2 Any notice to be given to the Employer under the terms of the Contract shall be served by sending the same by registered post at the Employer's address.

33. Details: Confidential

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

34. Check List

The bidder shall give a checklist of documents/schedules enclosed with his Bid in the covering pages(s) for respective parts for quick check of the enclosures. It shall be construed that the Bidder shall comply completely with all the other requirements of the specification.

35. Jurisdiction

Any disputes or differences arising under, out of or in connection with this tender or contract if not concluded shall be subject to exclusive jurisdiction of courts in Pune city of Maharashtra State.

The Indian Laws shall govern the contract.

SECTION - 2

CONDITIONS OF CONTRACT

SECTION 2

CONDITIONS OF CONTRACT

CONTENTS

A.	GENERAL	
1.0	<i>Definitions</i>	15
2.0	<i>Interpretation</i>	16
3.0	<i>Language and law.</i>	16
4.0	<i>Decisions</i>	16
5.0	<i>Delegation</i>	16
6.0	<i>Communications</i>	16
7.0	<i>Assignment and Subletting of Contract</i>	16
8.0	<i>Co-ordination with Other Contractors</i>	17
9.0	<i>Personnel</i>	17
10.0	<i>First Aid</i>	17
11.0	<i>Contractor's Risks</i>	17
12.0	<i>Force Majeure</i>	17
13.0	<i>Insurance</i>	18
14.0	<i>Site Investigation Data</i>	19
15.0	<i>Queries about the Contract Data</i>	19
16.0	<i>Deduction from total contract price</i>	19
17.0	<i>The Works to be completed by the Completion Date</i>	20
18.0	<i>Safety</i>	20
19.0	<i>Arbitration</i>	20
B.	TIME CONTROL	
20.0	<i>Management Meetings</i>	23
21.0	<i>Early Warning</i>	23
C.	COST CONTROL	
22.0	<i>Activity Schedule</i>	23
23.0	<i>Changes in the Activity Schedule</i>	23
24.0	<i>Submission of Bills</i>	23
25.0	<i>Payment Terms</i>	23
26.0	<i>Liquidated Damages</i>	24
27.0	<i>Performance Security in lieu of Security Deposit:</i>	24
28.0	<i>Cost of Repairs:</i>	24
29.0	<i>Termination</i>	25
30.0	<i>Payment upon Termination</i>	25

SECTION 2 CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

1.1 Abbreviations

MSEDCL-Maharashtra State Electricity Distribution Co. Ltd.
CE-Chief Engineer, MSEDCL, Pune Zone.
SE-Superintending Engineer
EE-Executive Engineer
SDO-Addl. Executive Engineer or Dy.Ex. Engineer of Sub-Dn.
CMRI-Common Meter Reading Instrument
BG-Bank Guarantee
EMD-Earnest Money Deposit
SD-Security Deposit
LOA-Letter of Acceptance

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

1.3 The Activity Schedule is a schedule of the activities as defined in the bid document for the work of Tender for Annual Contract for Monthly Meter Reading, Bill Printing & Bill Distribution of LT Consumers having load above 20 KW and some LT Consumers having load below 20 KW with AMR /MRI Compatible meter **Specified Division/Subdivision** in GKUC through CMRI. Quantities mentioned in this schedule are approximate and may vary on either side due to release of new connections or disconnection of existing consumers.

1.4 The period of Contract is the period of one year from the date of start or the order amount limit whichever is earlier. Only the Employer may revise the contract period by issuing, in writing, an extension to the contract for a further period of 6 months, if agreed by the contractor.

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

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

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

1.8 The Contractor's Bid is the complete bidding document submitted by the Contractor to the Employer.

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

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

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

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

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

1.14 The start Date is the date of execution of Contract Agreement.

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

1.16 The Works means:-

Annual Contract for Tender for Annual Contract for Monthly Meter Reading, Bill Printing & Bill Distribution of LT Consumers having load above 20 KW and some LT Consumers having load below 20 KW with AMR /MRI Compatible meter under **Specified Division/Subdivision in GKUC** through CMRI.

- a) The feeder meter complete data (load survey) compatible for Load profile generation for NON-AMR meters every month through CMRI of all the feeders pertaining to corresponding Division/Sub division for which tender is called and submission/ uploading thereof in xml file.

2. Interpretation

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

3. Language and law.

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

4. Decisions

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

5. Delegation

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

6. Communications

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

7. Assignment and Subletting of Contract

- 7.1 The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Employer.
- 7.2 The Contractor shall not sublet any part of the works without prior written consent of the Employer.
- 7.3 Such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults, accidents, any untoward incidents and neglects of any subcontractor, his agents, servants or workmen as fully as if those were the acts, defaults, neglects of the Contractor, his agents, servants or workmen.
- 7.4 Sub contract is not allowed .

8. Co-ordination with Other Contractors

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

9. Personnel

- 9.1 The Contractor may employ either the key personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Employer. The Employer will approve proposed replacement key personnel only if their qualifications, abilities and relevant experience are equal or better than those of the personnel listed in the Schedule, without affecting the Contract Price.
- 9.2 If the Employer asks the Contractor to remove a person who is a member of Contractor staff or work force and states the reasons, the Contractor shall ensure that the person leaves the Site immediately and in any case within seven days and such person will have no further connection with the work in the Contract.

10. First Aid

To deal with emergencies / exigencies at the work-site, the contractor shall make all such arrangements necessary such as availability of first aid kits, services of an ambulance, etc. or arrangement for transportation to hospital at his own cost.

11. Contractor's Risks

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

12. Force Majeure

Force majeure is herein defined as any cause, which is beyond the control of the Contractor or MSEDCL as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, which includes the following:

- Natural Calamity including but not limited to flood, drought, earthquake, epidemics, volcanic activities, typhoon or cyclone, hurricane and nuclear disaster;
- The Contractor or the MSEDCL shall not be liable for delay in performing their respective obligations resulting from any force majeure cause as referred to and/or defined above, the date of completion shall be extended by a reasonable time even though such cause may occur after the Contractors performance of his obligations has been delayed for other causes.

13. Insurance

- 13.1 The following insurance cover is to be provided by the Contractor in the joint names of the Employer and the Contractor for the period from the Start Date to the end of the Defects Notice Period or of the last Defects Correction Period whichever is the later.
- a) Full cover against damage to other people's property caused by the Contractor's acts or omissions.
 - b) Covered against death or injury caused by the Contractor's acts or omissions as per laws applicable in India to
 - (i) Anyone authorized to be on the Site.
 - (ii) Third parties who are not authorized on the Site.
 - c) Full cover against theft and damages to the Works and materials during storage and construction.
 - d) Contractor shall pursue the matters related to insurance claims in association with the Employer.
 - e) Policies and certificates for insurance are to be produced by the Contractor to the Employer for approval before the Start Date given in the Contract document and subsequently as the Employer may require.
 - f) Alterations to the terms of insurance may be made either with the approval of the Employer or as a result of general changes imposed by the Insurance Company with which the insurance policy is effected.
- 13.2 Both parties shall comply with the conditions of the Insurance policies.
- 13.3 The Contractor at his cost shall arrange, secure and maintain comprehensive insurance as may be necessary and for all such amounts to protect his interests and the interest of the Employer, against all risks. Any loss or damage to the equipment, during supply, handling, transporting, storage and erection, till such time the plant is commissioned by the Contractor and accepted by the Employer shall be to the account of the Contractor. The Contractor shall be responsible for lodging of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of the Contract.
- 13.4 INDEMNIFICATION OF EMPLOYER**
- 13.4.1 The Contractor shall insure all his personnel, tools and plants, etc. and shall also take a third party liability cover to indemnify the Employer of

all liabilities which may come up due to any act or omission on the part of Contractor and cause harm/damage to other Contractor/representatives of Employer or all or anybody rendering service to the Employer or is connected with Employer's work in any manner whatsoever.

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

13.5. WORKMEN'S COMPENSATION INSURANCE

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

13.6. COMPREHENSIVE AUTOMOBILE INSURANCE

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

13.7. COMPREHENSIVE GENERAL LIABILITY INSURANCE

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

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

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

14. Site Investigation Data

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

15. Queries about the Contract Data

The Employer shall give instructions clarifying queries about the Contract Data.

16. Deduction from total contract price

The employer shall claim all costs, damages or expenses that the owner may have paid, for which under the contract the contractor is liable. The employer to the contractor shall bill all

such claims regularly as and when they fall due. Such bills shall be supported by appropriate documents or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the employer may then deduct the amount from any monies due or becoming due by him to the contractor under his contract or any other contract. The amounts may be recovered by the action of law or otherwise, if the contractor fails to satisfy the employer of such claims.

17. The Works to be completed by the Completion Date

The Contractor shall begin the Works on the Start Date or from the date of award of contract by all the means with his full capacity of execution and if failed, the competent authority has full rights to terminate the contract forthwith. In such case the contract will get awarded to second lowest bidder as meter reading through CMRI is very important activity of continuous revenue generation to the company.

18. Safety

18.1 Works and Safety Regulations:

18.1.1 The Contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or belonging to others working at site. Contractor is expected to observe all the safety rules and regulations enacted as per laws applicable.

18.2 Electrical Safety Regulations:

18.2.1. The work shall be carried out on safely on equipment at site. The contractor must make arrangement to provide safety devices/T&P/ equipments/ as per standard and practices to his persons engaged on the work of meter reading.

18.2.2 The Contractor shall employ the necessary/sufficient number of qualified full persons/supervisors along with required quantity of CMRI and other equipments as required for work.

18.2.3 The list of persons/supervisors for meter reading work should be provided with all the details and CMRI instruments quantity with all specifications prior to start the contract.

18.2.4 The contractor has to ensure the good moral character of the persons /supervisors he employed with clean police record.

19. Arbitration

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

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

(i) **Demand for Arbitration:** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, the dispute or difference on any account or as to the withholding by MSEDCL of any certificate to which the contractor may claim to be entitled to, or if the S.E.GKUC fails to make a decision within

120 days then and in any such case the contractor after 120 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred to arbitration. Such a demand shall be made to the higher authorities.

- (ii) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference.
 - (a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the MSEDCL.
 - (b) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
 - (c) The MSEDCL shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from the Tribunal thereafter unless otherwise extension has been granted by the Tribunal.
- (iii) No new claim shall be added during the proceedings by either party. However a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- (iv) If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the MSEDCL, that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the MSEDCL shall be discharged and released of all liabilities under the contract in respect of these claims.

19.2 Obligation during pendency of Arbitration:

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

- (i) In cases where the total value of all claims in question added together does not exceed Rs.1,00,00,000/- (Rupees One Crore) the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be either the C.E. of the MSEDCL or serving or retired officer of the MSEDCL/Government not below the grade of C.E. or equivalent nominated by the Managing Director of the MSEDCL in that behalf. The Sole Arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the MSEDCL.
- (ii) In cases the value of the claim exceeds Rs.1,00,00,000/- (Rupees One Crore) as above, the Arbitral Tribunal shall consist of panel of 3 serving or retired officers of MSEDCL/Govt. not below the grade of C.E./General Manager (F&A) as the Arbitrators. For this purpose, the MSEDCL will send a panel of more than 3 names of arbitrators of one or more department of the MSEDCL/Govt. to the contractor who will be

asked to suggest to the Managing Director at least 2 names for appointment as contractor's nominee. The Managing Director shall appoint at least one of them as the contractor's nominee and will also appoint the remaining arbitrators either from the panel or from outside the panel, duly indicating the presiding arbitrator from amongst the three (3) arbitrators so appointed. While nominating arbitrators, it will be necessary to ensure that one of them is or has worked in Accounts department.

- (iii) If one or more arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Managing Director fails to act without undue delay, the Managing Director shall appoint new arbitrators to act in his/their place in the same manner in which the earlier arbitrator/s had been appointed. Such reconstituted Tribunal, may, as its discretion proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- (iv) The Tribunal shall have powers to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.
- (v) While appointing arbitrator(s) as above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as MSEDCL's servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings or the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- (vi) Arbitral award shall state item-wise, the sum and reasons upon which it is based.
- (vii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of specific point of award to tribunal within 30 days of receipt of the award.
- (viii) A party may apply to Tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings, but omitted from the arbitral award.
- (ix) In case of the Tribunal, comprising of three members any ruling or award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- (x) Where the arbitral award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- (xi) The cost of the arbitration shall be borne equally by the respective parties. The cost shall inter-alia include fees of the arbitrators as per the rates fixed by the MSEDCL from time to time. Provided that the fees

payable per arbitrator for claims up to Rs. One Crore shall not exceed Rs.2000/- per sitting subject to a maximum of Rs. 25,000/- and the fees payable per arbitrator for claims over Rs. One Crore, shall not exceed Rs.2000/- per sitting subject to a maximum of Rs.50,000/-. Provided further that the arbitrators who are in service of Govt./MSEDCL shall draw fees at half of the rates mentioned above.

- (xii) MSEDCL shall maintain a list of arbitrators. The Managing Director shall have full powers to delete or add the name of the arbitrators in the list or to make amendments to the said list as per his discretion.
- (xiii) The arbitral proceedings should be completed and the award be finalized within one year from the date of appointment of arbitrators.
- (xiv) The decision of the sole arbitrator or arbitral tribunal as the case may be, shall be final and binding on the parties.

19.3 Disputes

Any disputes or differences arising under, out of or in connection with this tender or contract if not concluded shall be subject to exclusive jurisdiction of courts in Pune city of Maharashtra State. The Indian Laws shall govern the contract.

20. Time Control

Management Meetings

- 20.1 Project Review co-ordination meetings between Employer & successful bidder shall be conducted as and when required by the Employer to review the progress of the work and to deal with matters raised in accordance with the early warning procedure.
- 20.2 The Employer shall record the business of management meetings and is to provide copies of his record to those attending the meeting. The responsibility of the parties for actions to be taken is to be decided by the Superintending Engineer or his representative either at the management meeting or after the management meeting and stated in writing to all attended the meeting.

21. Early Warning

- 21.1 The Contractor shall warn the Employer at the earliest opportunity of specific likely failure events or circumstances, which may adversely affect the work of meter reading.
- 21.2 The Contractor shall co-operate with the Employer in formulating proposals for avoiding occurrence of such events or circumstances or at least reducing the effect of the same.

D. COST CONTROL

22. Activity Schedule

The Contractor is to produce an updated Activity Schedule within 15 days of being instructed by the Employer. The activities on the Activity Schedule are to be co-ordinated with the activities of the program.

23. Changes in the Activity Schedule

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

24. Submission of Bills

At the end of the every month, the contractor should submit a bill in triplicate duly quoted with PAN, GST Registration No. on the bill to the concerned Executive Engineer of the Division for recording in Measurement Books along with signature of the concerned S.D.O. or his representative on the IT Data Challan. **Also mention the no. of consumer meter reading for Non-TOD meters in the certification of bill.** Bill will be finalized by Division t.

25. Payment Terms

25.1 All payment due to the Contractor shall be paid only by RTGS . You will have to submit the bill in triplicate of work done at the end of every month to the SDO OR DY MAN (F &A) for recording measurements alongwith necessary SAP entry .The bill duly certified.PAN /GST Number must be quoted on the bill measurement will be accepted as per IT Challan only at Division.

25. Payment Terms

25.1 Payment will be processed by RTGS as per availability of funds on the basis of measurement recorded through SAP SES as per IT Challan .PI submit bank account details for RTGS.

25.2 The employer shall make progressive payments as and when they are due as per the payment schedule. The invoices along with the documents listed in the relevant clauses of terms of payment shall be submitted by the contractor to the Executive Engineer of concerned Division and same shall be verified and audited at Division level . The payments shall be released accordingly .

25.3 Advance payment is not applicable to this contract.

25.4 The measurement entered in "Measurement Books" and bills prepared shall be signed and dated by both the contracting parties.

25.5 The Contractor shall be directly responsible for payment of wages to his workmen.

25.6 The Superintending Engineer, GKUC MSEDCL, Pune, or a person(s) duly authorized by him may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

25.7 It has to be noted that all the interim and final payments to the contractors would be made after necessary certification by the concerned Addl. Ex. Engineer.

25.8 The GST applicable as per latest amendments from Tax Department.

26. Liquidated Damages

26.1 If the Contractor fails to complete all the works within the time limit as per program given by the MSEDCL officer, the Employer shall levy liquidated damages as below for breach of contract without prejudice to any other rights and /or remedies provided in the contract.

i) (a)If the reading program is delayed than the specified date given by the concerned SE or his representative penalty @ Rs.50/- per consumer per day for above 20kw and Rs.15/- Per consumer per day below 20 kW Consumer.

(b)Agency will liable for penalty of Maximum 25% of total monthly bill amount. If 25% penalty imposed on agency for consecutive two months then agency will be liable for termination.

ii) **If reading is not taken, penalty @ twice the rate for meter reading. (not applicable for lock status of consumer)**

iii) **If slot wise reading is taken but data is not retrieved due to meter problem, payment at 1/3rd rate will be done.**

- iv) **If reading of non TOD meters is done, payment at the rate of photometer schedule rate will be done.**
- 26.2 The deduction of any sum under the provision of this clause shall not relieve the contractor from his obligation to complete the work in time or from his other obligations under the contract.
- 26.3 If the work is not done/completed within the time limit, a penalty as below will be deducted from your bills-
- i) If any discrepancy is observed by MSEDCL, while cross checking the reading, penalty @ 50 times the rate payable to the agency per reading for each without any upper limit.
 - ii) Reading program shall be strictly observed and all the required reports should be submitted by the agency on the next day as per schedule program to concerned Division Office, otherwise penalty @ Rs.1000/- per delayed day.
 - iii) For wrong reading, penalty @ 50 times of rate payable to the agency without any upper limit.
 - iv) If consumer submits complaint for wrong reading or any other reason in Grahak Manch, Consumer/Redressal Forum/Hon'ble Court, penalty imposed by such authority will be deducted from your bill.
 - v) Rs.30/- will be given for taking manual meter reading of non-data retrieval type meters viz. Duke Arnics, Datapro, Electromechanical meters etc. However, you will have to give list of such meters (consumers) within 24 Hrs. of submission of reading to the SDO, EE, SE & CE so that the same are removed from the same PC immediately.
 - vi) You will have to give commencement letter for each P.C. to concerned S.D.O., E.E. & S.E. with date of starting and completing the work for charging penalty.

27. Performance Security in lieu of Security Deposit:IN cas of JV standard term is applicable

- 27.1 Within 7 calendar days of receipt of the Letter of award from the Employer, the successful bidder shall furnish to the Employer a performance security as per Form F in the form of a Bank Guarantee for an amount equivalent to **Ten percent (10 %)** of the Contract Price.
- 27.2 The performance security is to be provided by the successful bidder in the form of Bank Guarantee issued by a Nationalized/Scheduled Bank having branch in Pune.
- 27.3 Failure of the successful bidder to comply with the requirements of Sub-Clause 27.1 & 27.2 shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.
- 27.4 The performance security will be released by the Employer after the satisfactory completion of the order.
- 27.5 The Employer is to notify the Contractor of any claim made against the Bank Guarantee.
- 27.6 The Employer may adjust against the Bank Guarantee, any claim, of MSEDCL.
- 27.7 The Employer is not liable to pay any interest or compensation to the Contractor for retaining the performance Guarantee after the end of the guarantee period.
- 27.8 Termination of contract due to contractor's default mentioned in this agreement or variation in the scope of work shall not entitle the Contractor to reduce the

value of the performance guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of Contract and further for 6 months.

- 27.9 The Performance Security will be forfeited in case of following:
- i) If, Contractor does not commence the work.
 - ii) If the Contractor does not follow the stipulated Time schedule.
 - iii) If the contract is terminated due to the reasons attributable to the Contractor.
 - iv) If the contractor does not carry out the work up to mark of satisfaction in the opinion of the employer or his representative as per order conditions.

28. Cost of Repairs:

Loss or damage to the any equipment/material/structure/property of MSEDCL during the work due to negligence of contractor or his persons during the Contract period is to the Contractor's Account.

29. Termination

- 29.1 The Employer may terminate the Contract by giving 30 (thirty) days prior written notice to the Contractor on review of performance of the Contractor by the Employer, the Employer is not satisfied with the performance of the Contractor.
- 29.2 The Contractor shall begin the Works on the Start Date from the date of award of contract by all the means with his full capacity of execution and if failed, the competent authority has full rights to terminate the contract forthwith. In such case, the contract will get awarded to second lowest bidder as meter reading through CMRI is very important activity of continuous revenue generation to the company.
- 29.3 The Employer may upon written notice of Contractor's default, terminate the contract in the circumstance detailed hereunder.
- 29.4 If, in the opinion of the Employer, the Contractor fails to make completion of works within the time specified in the contract agreement or within the extended period granted by the Employer.
- 29.5 If, in the opinion of the Employer, the Contractor fails to comply with any of the other provision of the contract including technical requirement, statutory provisions under labour act etc.
- 29.6 In the event the Employer terminates the contract in whole or in part as provided above, the Employer reserves the right to get the work executed as deemed by the Employer to be similar to the one contracted for, upon such terms and in such manner as the Employer may deem proper and the Contractor shall be liable to the Employer for any additional cost for execution and completion of such works.
- 29.7 MSEDCL deserves right to terminate/ blacklist the contracting agency under the condition of unsatisfactory performance in CMRI meter reading normally up to 95 % during the tender execution.
- 29.8 If agency or his representative involves in unfair means causing loss to company's property, then suitable legal action will be initiated including FIR to police station with immediate termination of contract and blacklisting of agency.
- 29.9 If the Contract is terminated, the Contractor shall stop work immediately.

SECTION-3

DETAIL SCOPE OF WORK

SECTION-3

DETAIL SCOPE OF WORK

1. Objective

Superintending Engineer, GKUC, Maharashtra State Electricity Distribution Limited (MSEDCL), intends to carry out the following activities under specified Division/Sub-division.

One Time Survey of only newly connected LT consumers having load above 20 kW and some LT consumers having load below 20 Kw with AMR/MRI compatible meters.

Monthly Downloading of meter data above load of LT Consumers having load above 20 KW and some LT Consumers having load below 20 KW with AMR /MRI Compatible meter

- I. and all consumers opted for TOD tariff through Common Meter Reading Instrument (CMRI), extracting the billing parameters and integrating the same in prescribed format in the billing server of MSEDCL.
 - II. Manual meter reading through MR-9 of all non compatible meters.
 - III. Also reading of consumers to be taken through CMRI as per directions/decision of concern Executive Engineer (O & M).
 - a) Printing of energy bills on both sides of pre-printed stationary provided by MSEDCL.
 - b) Collection of energy bills from IT Centre/D.O. and Distribution of thereof to the respective consumers within time limit along with acknowledgement receipt of delivery to consumer.
 - c) Any other information/data asked by MSEDCL.
 - d) Provide photo of manual reading of cumulative kWh.
2. **Scope of Activity: One –Time Survey: (For newly connected consumers only)**

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

- a) Physical verification of Meter Installation
- b) Wiring verification
- c) Photograph of Meter Installation
- d) Voltage and Current measurement by Tong Testers / Multi-meters
- e) Downloading of meter data using CMRI
- f) Creation and maintenance of Master data base of the Consumers.
- g) Submission of Analysis & Exception reports generated from the data collected from the field.

2.1 Physical Verification of Meter Installation:

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

- a) Electrical Hierarchy of the consumer; details of transformer, feeder and substation.
- b) Consumer Number, Name and Address
- c) Instantaneous values of all parameters as displayed by the meter and as measured by tong tester / multi-meter.
- d) Condition of Meter Box, Meter Terminal cover and seals
- e) Type of Meter Box – like plastic, wooden or proper meter box
- f) Meter Particulars like Meter No., Make, Type, CT Ratio, Meter Constant, Year of Manufacture and Class of accuracy
- g) Identification of Meter Type – Static or Electromechanical
- h) CT Particulars like CT Ratio, CT Make and CT Class

- i) Calculations of MF and to cross check the same with the last month's bill of the consumer.
- j) Status of Meter condition including display, display button, MD reset button, CT/PT Terminations
- k) If intentionally doing malpractice /hiding of theft etc legal action will be taken.
- l) Check list will be provided by SDO .

2.2 Wiring Verification:

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

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

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

2.3 Photograph of the Meter Installation:

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

2.4 Voltage and Current measurement by Tong tester / Multi meter:

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.

2.5 Creation and Maintenance of Master Data Base:

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

2.6 Downloading of Meter Data Through CMRI:

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

2.7 Feeder meter reading and reporting thereof:-

3. Monthly Data Downloading Activity:

The scope of the work includes the following:

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

3.1 Meter Reading/ Downloading of Data through CMRI

The Agency shall Read / Download data from various makes of meters installed as per the schedule of MSEDCL. The Agency shall download data from various makes of meters using CMRI conforming to CBIP specification TR-111 of May 1997. The meter data will be provided to MSEDCL as per their requirement on completion of the activity and the data downloads will be utilized for analysis and generation of reports. If any abnormalities / non communicating meters are found

during the course of meter reading, the same shall be intimated to the concerned authority of MSEDCL within 48 hours.

3.2 Uploading of Data to Base Computer:

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

3.3 Extraction of Billing parameters & Submission of data in prescribed format :

The agency shall develop suitable software to convert the raw data extracted from L&T, Secure, ABB, Elster, and Genus make of meters and generate a flat file in ASCII format as per the prescribed billing format of MSEDCL. In case the meter is non-communicating, the relevant billing parameters need to be generated electronically as per B30 format of MSEDCL. The parameters that are required in prescribed format is given in Schedule 4.

4. Inputs / Assistance to be provided by MSDCL

MSEDCL shall provide the following assistance to the Agency:

- a) Feeder wise list of existing LT-II and LT-V category LT-CT operated consumers whose reading is to be taken with details of installed CT-PT set with Sr. No., Ratio, Class, Meter Make, Type, Class of LT-V TVM, Previous readings and Multiplying factor.
- b) Raw data as obtained from Common Meter Reading Instrument (CMRI).
- c) All the meters shall be programmed for recording billed energy and resetting MD at 00:00 hours on the 1st day of the calendar month.
- d) List of disconnected consumers, for which monthly readings are not applicable/ required.
- e) CMRI software and BCS software with feature to convert the CMRI data to a documented ASCII file output for different makes of electronic meters installed in MSEDCL.
- f) One departmental employee authorized for breaking seal before taking reading and re-sealing after the meter reading and data downloading work is completed will be provided by MSEDCL. Necessary seal wire and seals to be given by Engineer-In-Charge to the employee so nominated/authorized in writing for this purpose.
- g) Billing parameters, Load survey and all other required Data in ASCII formats in base computer for different make of meters.
- h) Tamper data in ASCII format.

5. Exception Reports/Escalation

- a) The agency will submit monthly exceptional reports based on CMRI reading data immediately after reading process is completed.
- b) The agency will report to SDO and ensure that the discrepancies pointed out are to be attended within same month. If the concern SDO fails to attend/rectify discrepancies, he will further report to concern divisional Executive Engineer to ensure the rectification. If the concern Executive Engineers in ensuring rectification, agency will further escalate it to the office of Superintending Engineer. The escalation is done as per table below.

Sr. No.	Authority For	Rectification Time Limit
1	S.D.O.	Reading month (n)
2	E.E (Division)	Next month (n + 1)
3	S.E.(Circle)	Next to next month (n + 2)

SECTION-4

SCHEDULES AND ANNEXURES

SECTION-4

Schedule 1

Consumer Data Profile

The following details are to be collected from the field

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

Schedule 2

MSEDCL prescribed format for Billing and TOD data, using CMRI

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

SECTION - 5

SAMPLE FORMATS

SECTION 5

SAMPLE FORMS

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

SAMPLE FORM – A _____ 38

BID FORM

SAMPLE FORM - B _____ 39

CHECK LIST

SAMPLE FORM -C _____ 40

EMD (BANK GUARANTEE)

SAMPLE FORM -D _____ 41

LETTER OF ACCEPTANCE

SAMPLE FORM -E _____ 42

CONTRACT AGREEMENT

SAMPLE FORM - F _____ 43

PERFORMANCE SECURITY (BANK GUARANTEE)

SAMPLE FORM –G

SAMPLE FORM-H

Bidders should not complete unconditional performance security form at this juncture. The successful bidder will be required to provide performance security deposit in accordance with the sample format.

SAMPLE FORM – A
Bid Form
BID NO. SE/GKUC/T- /2024-25

For Project: Tender for Annual Contract for Monthly Meter Reading, Bill Printing & Bill Distribution of LT Consumers having load above 20 KW and some LT Consumers having load below 20 KW with AMR /MRI Compatible meter under _____ Subdivision/Division under GKUC through CMRI.

To
The Superintending Engineer, GKUC
Prakashbhavan, S.B. Road,
MSEDCL, Pune 16.

Dear Sir,

I/We the undersigned have carefully examined and understood the bid documents. I/We hereby agree for the work of **Annual Contract for Monthly Meter Reading, Bill Printing & Bill Distribution of LT Consumers having load above 20 KW and some LT Consumers having load below 20 KW with AMR /MRI Compatible meter through CMRI** and allied works as defined in the bid document in accordance with the conditions of the contract and other prices identified in the Contract Data accompanying the bid.

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

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 60 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

Yours faithfully,

Signature of the Authorized Signatory

Name of the Authorized Signatory :
Designation :

Name & Address of the company :

Date-

Seal of the Company

Witness:

1) Name
Address:

Signature: _____

2) Name
Address:

Signature: _____

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

SAMPALE FORM B**Check list Qualification Information****(Tenderer is specifically requested to check the list before submitting the tender)**

S. No.	Particulars	Remarks
1	Tender online purchase transaction proof	
2	EMD paid details (Online/Cash/D.D. R.No. / B.G.No. & Dt.)	
3	As per qualified criteria mentioned under tender documents	
4	Total orders of up to the tender value. (Experience certificate from the authority not below the rank of Executive Engineer and above is to be attached. Order copies will not be considered)GENERAL TERMS CONDN	
5	Valid Electrical License	
6	Registration of G.S.T./PAN	
7	PF Registration No./ESIC	
8	Net worth & P & L statement by C.A.	
9	Annual turnover in last 3 years should be 30% of Tender Value/IT return certified by C.A.	
10.	Balance sheet	
11	Profit and loss	
12	ITR	
13	LIST OF STAFF	
14	WORK ORDER	
15	EXPERIENCE CERTIFICATE	
16	SPECIFIC EXPERIENCE WORK ORDERS	
17.	SPECIFIC EXPERIENCE CERTIFICATE	
18	Black listing undertaking	
19	Undertaking conflict of interest	
20	JV agreement	
21	Office set up in Division jurisdiction documentary proof	

SAMPLE FORM –C**BANK GUARANTEE**

(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 submitted his bid dated _____ for the Contract No. -----Dated-----for_____. Project. (Hereinafter called "the Bid").

KNOW ALL MEN 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 _____ 2020.

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) If the bidder does not accept the correction of his bid price pursuant to Clause 26 of Section –1 or
 - (c) 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 _____ days after the deadline for bid validity as per clause 14 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 Bank

Bank Address:

WITNESS:

(Signature)

Name & address:

SAMPLE FORM -D

LETTER OF ACCEPTANCE

By Regd Post A/D

Contract No.-----

Date

To: _____ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your bid dated _____ for **Annual Contract for Monthly Meter Reading, Bill Printing & Bill Distribution of LT Consumers having load above 20 KW and some LT Consumers having load below 20 KW with AMR /MRI Compatible meter through CMRI** as defined in the bid document for Contract Price (amount in figures and words), as corrected and modified in accordance with the instructions to Bidders is hereby accepted by us.

You are advised to submit performance security within 7 days and sign a contract agreement within 7 days from the date of this letter.

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

Yours faithfully,

Signature

Name

Title

Employer

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

Copy to:

1. The Senior Manager, (F&A), GKUC, MSEDCL, Pune.
2. The Ex. Engineer/ _____ Division (O&M), MSEDCL, Pune.

SAMPLE FORM - E
FORM OF CONTRACT AGREEMENT

(As per stamp duty under article 63 of Schedule I of Maharashtra stamp duty act 1958 is in force)

This agreement made this ____ day of _____ 2023, between the Maharashtra State Electricity Distribution Company Limited Represented by the Superintending Engineer Ganeshkhind Urban Circle, Prakashbavan, Pune and _____ of _____ (hereinafter called "the Contractor") of the other part.

Whereas the Employer desires that the work of **Annual Contract for Monthly Meter Reading, Bill Printing & Bill Distribution of LT Consumers having load above 20 KW and some LT Consumers having load below 20 KW with AMR /MRI Compatible meter through CMRI** should be executed by the contractor and has accepted a Bid by the contractor for the execution of such works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and read and constructed as part of this Agreement.
 - (a) The Letter of Award no. _____ dated _____
 - (b) The Conditions of Contract
 - (c) Detail scope of work.
 - (d) Sample Forms.
 - (e) The Completed Schedules, Annexure and
 - (f) The Contractor's Proposal.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned. The Contractor hereby covenants with the Employer to execute and complete the works. Remedy any defects therein and maintain the completed Facilities in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the works, the remedying of defects therein and guarantee of the completed Facilities, the amount of [*insert the Contract Price*] or such other Sum as may become payable under the provisions of the Contract at the times and the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Authority signature of Contractor

SEAL

In the presence of:

Name _____

Signature _____

Address _____

Authority signature of Employer

SEAL

In the presence of:

Name _____

Signature _____

Address _____

SAMPLE FORM - F
PERFORMANCE SECURITY (BANK GUARANTEE)

- (1. To be executed on Rs.200 non-judicial stamp paper purchased in the name of issuing Bank.
- 2. This Guarantee shall be valid until the date of issue of the Completion Certificate.)

To,
The Supdt. Engineer,
MSEDCL, GKUC, Pune.

WHEREAS M/s -----(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ for **Annual Contract for Monthly Meter Reading, Bill Printing & Bill Distribution of LT Consumers having load above 20 KW and some LT Consumers having load below 20 KW with AMR /MRI Compatible meter through CMRI** as defined in the bid document.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor 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 have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of amount of guarantee) _____ (in words) _____, and we undertake to pay you, 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 Contractor 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 Contractor 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:

Name of Bank _____
Address _____
Date _____

In witness whereof the surety has executed this deed in presence of
WITNESS: (Signature)

Name and Address.

ANNEXURE 'G'

LETTER TO THE SUPERINTENDING ENGINEER

To,
The Superintending Engineer,
Ganeshkhind Urban Circle,
Maharashtra State Electricity Distribution Co. Ltd.
Prakashbhavan, Senapati Bapat Road, Pune-16

Dear Sir,

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

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

Yours faithfully,

Date:

Name and address of the tenderer

Seal and signature of the tenderer.

Annexure H

Undertaking of absence of Conflict of Interest with other firms submitting the Tender

To: The Superintending Engineer, GKUC,SB ROAD,Pune 411016

Declaration (On firm's letter head)

Ref : Tender No. SE/GKUC/TENDER/T- /2024-25

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

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

Date.....

TENDERERS SIGNATURE AND SEAL

TENDERER'S ADDRESS:-

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



**Maharashtra State Electricity Distribution Company Limited
Ganeshkhind Urban Circle**

Tender for Annual Contract for Monthly Meter Reading, Bill Printing & Bill Distribution of LT Consumers having load above 20 KW and some LT Consumers having load below 20 KW with AMR /MRI Compatible meter

Area: - Kothrud Division

Tender No. SE/GKUC/T-08/2024-25



Executing Agency

**Superintending Engineer
Maharashtra State Electricity Distribution Co. Ltd.
Ganeshkhind Urban Circle, Pune
"Prakashbhavan", 2nd Floor,
SenapatiBapat Road, Pune-411016. (Maharashtra)**

Phone: 020-25630057

PRICE BID

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.,
Ganeshkhind Urban Circle, Pune**

PRICE-BID

(RATES TO BE QUOTED BY AGENCY)

Tender No SE/GKUC/T-08/2024-25

Schedule rate for CMRI,MR-9,Manual reading of TOD /Solar net meter monthly meter reading, bill printing & bill distribution of LT-consumers having load above 20KW and some LT Consumers having load below 20KW with AMR /MRI compatible meter under **Kothrud Division**

Sr. No.	Name of Activity	MIDC & Municipal Corporation area	Remarks
1	2	3	4
1	Downloading of meter reading data through CMRI/Laptop provided by Agency with tamper & load survey data and uploading to M-DAS for all CMRI compatible/Solar Net Meters including import/export reading under various Sub Divisions under Ganeshkhind U Circle.	100/-	CMRI of Agency
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 under various Sub Divisions under Ganeshkhind U Circle.	85/-	CMRI of MSEDCL
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 under various Sub Divisions under Ganeshkhind U Circle.	30/-	Manual reading
4	Bill Printing on both sides of pre-printed stationary provided by MSEDCL	0.60/-	Bill Printing
5	Bill distribution & Acknowledgement receipt of delivery to consumer	15/-	Bill Distribution
6	Reading through Mobile app for below 20 kW Consumers which were billed with manual reading excluding TOD opted consumers ,Solar consumers, AMR/MRI received consumers in respect industrial, commercial consumers under various Sub Divisions under Ganeshkhind U Circle.	Rs.6/- (Urban/Semi urban)	Mobile App

Note:-1) Tax will be paid extra as per actual against documentary evidence as per prevailing rules.

We do hereby confirm

1. I/We hereby agree to match L-1 rate discovered in the Bid by MSEDCL. No further confirmation is required -----Yes/No

It is requested to Quote your rates .

Seal and Signature of Bidder.

G.S.T. will be paid extra as per actual by MSEDCL

UNDERTAKING: I have read & understood all points mentioned in technical bid of this Tender. The rates quoted are considering these terms & conditions.

Name of Tenderer:-

Sign & Seal of Tenderer

Price Bid opened on

In Presence of-

Dy.Ex.Engineer (Purchase)

Executive Engineer (Admin)

Sr. Manager (F & A)

Superintending Engineer, (GKUC)

LIST OF SERVICES

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

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price bid	Price Section	40402412 Meter Reading	PI quote your rate
2	Experience certificate ,,order copies as per tender documents	Technical Section	40402412 Meter Reading	Experience certificate ,,order copies,EI license as per tender documents
3	EMD ,IT Return, balance sheet ,Experience certificate with order copies	Commercial Section		EMD ,IT Return, balance sheet,EMD ,IT Return, balance sheet etc Financial doc Financial doc