

Tender Details		25-01-2024 05:28:03
Tender Code	EE/SUR/U/T-13/2023-24	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Engagement of Agency for Work of Meter reading of St. Light, Up to 27HP LTIP consumers Under C Sub Division under Solapur Urban Division	
Estimated Cost (In Lakhs)	10	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	1000	
GST In INR (@18% on Tender Fee: SAC No.	180	
Total Tender Fee Amount including GST in INR.	1180	
Contact	S B AMBARE , 9029168382 ,eesolapuru1@gmail.com	
Pre-Qualifying Req	AS PER TENDER DOCUMENTS	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Technical	
Office Type	DIVISION	
Location Type	Solapur Urban Division	
Designation	Assistant Engineer(Distribution)	
Pre-Bid Meeting Address	SOLAPUR URBAN DIVISION "Bijali Bhavan", Old Mill Compound, Murarji Peth,Solapur	
Bid Opening Address	ONLINE	
Version No	1	
Call for Deviation	NO	
Is Annexure C1 Applicable	NA	
Is Manufacturer Applicable	NO	
Is Trader Applicable	NO	
Minimum % of Offered Quantity	NA	
Is Power Supplier Applicable	NO	
Tender Sale Start Date	26-01-2024 00:00	
Tender Sale End Date	04-02-2024 23:55	
Bid Start Date	26-01-2024 00:05	
Bid End Date	05-02-2024 11:00	
Pre-Bid Meeting Date	01-02-2024 11:00	
Techno-Commercial Bid opening on	05-02-2024 11:05	
Price Bid opening on	Will be declared later	

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

**SOLAPUR URBAN DIVISION**

“Bijali Bhavan”, Old Mill Compound, Murarji Peth, Solapur

☎ 0217-2749873

Email- eesolapur1@gmail.com,
eesolapur@ho.mahadiscom.in

Tender No: - **EE/SUR/U/T-13/2023-24.**

**Engagement of Agency for Work of Meter reading of St. Light, Up to
27HP LTIP consumers Under C Sub Division under Solapur Urban
Division**

Estimated cost: - Rs. 10.00 Lakhs (Excluding Tax)

Amount of E.M.D.: 1% of Tender cost (Rs.10, 000/-)

Cost of Tender Documents Rs. 1,000/- + 18% GST
(Online only)

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
SOLAPUR URBAN DIVISION**

Tender No. EE/SUR/U/T-13/2023-24.

To,

Dear Tenderer,

Please quote the lowest fair rates for work for Engagement of Agency for Work of Meter reading of St. Light, Up to 27HP LTIP consumers Under C Subdivision Under Solapur Urban Division in the Price bid as per Volume II section 1 Schedule A attached herewith. Tenders in any other form or on the letter heads will not be acceptable.

Estimated Cost : - Rs.10.00 Lakhs (**Excluding GST**)

Tender Period : - 12 Months or Exhaust tender Amount.

Period for Sale of Tender : - _____ to _____

Cost of Tender Form : - Rs. 1000/- + 18 % GST i.e Rs.1180/-

Last Date of Submission : - _____ up to 14.00 Hrs.

Opening Date of Technical Bid : - _____ After 16.00 Hrs. (if possible)

Opening Date of Commercial Bid : - _____ After 14.00 Hrs. (if possible)

Earnest Money Deposit : - Rs. 10,000/- (1% of Tender Value)

**EXECUTIVE ENGINEER
SOLAPUR URBAN DIVISION**

Maharashtra State Electricity Distribution Company Ltd.

Engagement of Agency for Work of Meter reading of St. Light, Up to 27HP LTIP consumers Under C Sub Division Under Solapur Urban Division

Bid Nos.: EE/SUR/U/T-13/2023-24.

BID DOCUMENT

INVITATION & INSTRUCTIONS TO BIDDERS

Volume I, II

**Executing Agency
Executive Engineer, SOLAPUR URBAN**

BID DOCUMENT TREE

VOLUME-1 (Technical Bid)	
Section-I	Instructions To Bidders
Section-II	Conditions of The Contract
Section-III	Detailed Scope of Work
Section-IV	Sample Forms
Section-V	Contract Data
VOLUME-II (Price Bid)	
Section-I	Price Bid along with schedule

INVITATION FOR BIDS

1. The Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL) SOLAPUR URBAN Division wishes to receive bids for the work of **Engagement of Agency for Work of Meter reading of St. Light, Up to 27HP LTIP consumers of Solapur Urban Division** as single point responsibility.

Sr. No.	Tender No.	Area under which the Works are to be executed	Name of Division	Estimated Cost of Works (Rs. Lakhs)	Amount of Bid Security (Rs)
1	T-13 (2023-24)	C-Sub-divisions	SOLAPUR URBAN	10.00	10,000 /-

3. Bidding is open to all bidders consisting of a single firm who satisfy the qualification criteria set forth in the bidding documents with respect to their experience and financial capabilities. The bidder should be a registered contractor with MSEDCL e-tendering system and should possess a valid digital certificate issued for MSEDCL works.

4. Interested bidders may obtain further information from, and inspect the bidding documents, at the office of the Employer at the address given below:

Executive Engineer, MSEDCL, SOLAPUR URBAN Division

Bijali Bhavan, Old Mill Compound, Solapur - 413001

Email: eesolapur1@gmail.com

5. Bidding document in the form of Volume-I, and II shall be available in electronic format (soft copy) and is to be downloaded from the employer's website <https://etender.mahadiscom.in> only. It is the bidder's responsibility to ensure that the entire document is downloaded from the requisite website. No hardcopy of tender document (Volume - I to Volume -II) will be provided. All the subsequent instructions / corrigendum to the bidding document etc. shall also be available in the website mentioned above. Fees of Rs. 1000.00 (Rupees Two thousands Five Hundred only) + GST @18% should be paid through [online payment system at the employer's website https://etender.mahadiscom.in](https://etender.mahadiscom.in) only.

6. **Bidders shall submit their bids online using their MSEDCL e-tendering login ID and password on or before _____ up to 14.00Hrs.** Bid securities shall be in the form of Cash or Demand Draft or an Unconditional Bank Guarantee from any Nationalized / Scheduled Bank in India in favor of the Maharashtra State Electricity Distribution Co. Ltd. **The scanned copy of the bid security must be included and submitted with the Technical Proposal.**

7. Two bid system will be adopted. The bid is processed purely as an e-tender.

SECTION 1 INSTRUCTIONS TO BIDDERS

1. Qualification of Bidders-

A) 1.1 This Notice Inviting Tender (NIT) is open to individual bidders who are manufacturers, constructors or Authorized Representatives of manufacturers and who manufacture/ erect/ construct equipment of the type specified, have adequate technical knowledge and working experience, and meet the qualification criteria as under. Joint Venture shall not be considered as eligible to quote against this tender.

1.2 Bidders shall provide such evidence of their eligibility satisfactory to the Employer, as the Employer shall request.

1.3 **The Bidder should be a registered contractor with MSSEDCL's e-tendering system.**

B) Qualifying Requirements-

In order to be qualified for award of Contract, the bidder will be required to satisfy the following minimum qualifying criteria, which take precedence over any qualification requirements that may be stated in the Specifications or elsewhere in the Bidding Document:

- 1) The bidder shall pay **Tender Fee** as mentioned in the tender notice through **Online Payment** only.
- 2) The bidder shall furnish, as a part of his bid, an **EMD equivalent to 1%** of the estimated tender cost in the form of cash/Demand Draft/Bank Guarantee. The Demand draft/pay order should be drawn on any Nationalized/ Scheduled Bank in favor of "The Executive Engineer M.S.E.D.C.L. Division, SOLAPUR URBAN" payable at SOLAPUR URBAN. In case of Bank Guarantee, the same should be obtained in the favor of "Maharashtra State Electricity Distribution Company Limited" from any Nationalized/Scheduled Bank in the requisite format on Rs. 500/- Stamp Paper as per Sample Form-"C" enclosed herewith.

The bidder should submit the original Bank Guarantee to our office i.e. at the Office of the Executive Engineer MSSEDCL SOLAPUR URBAN, Bijali Bhavan, Old Mill Compound, Solapur 413 001 before the due date of submission of bid otherwise their offer will be rejected

- 3) A) **General Experience:** The bidder should have 15% of the physical parameters involved / covered under the tender within preceding **3 years** as a prime contractor in the works of a similar nature, as per the requirement i.e. **in the field of taking Meter Reading by MR-09 & Oracle software static Punching in MSSEDCL/any power utility**. 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) together equivalent to at least 25% of the estimated cost of the tender or
 - 3) Three work orders/contracts (denotes executed only) together equivalent to at least 30% of the estimated cost of the tender in any sector, during the last preceding five financial years (Bidder should note that the actual value of works executed during the preceding five financial years mentioned herein shall only be considered)
- B) **Specific Experience or orders:** Information provided by the contractor with regards to the qualifying requirements stated in clause no. B needs to be supported by **satisfactory work completion certificate** issued by the officer not below the rank of **Executive Engineer**.

- C) **Income Tax Returns** for last three years PAN Card.
- D) Registration for **G. S. T.**
- E) Registration certificates under PF and labor laws as may be applicable as per relevant acts
- F) The bidder should have a **Average Annual turnover** during the last three financial years (i.e., FY 2020-21 & 2021-22 & 2022-23) which is at least equivalent to the 30% of Estimated Cost of these Works; **and Net worth should be positive for FY 22-23.**

The Bidder must satisfactorily demonstrate that he has adequate financial capacity to undertake the Works, including access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit and other financial means - other than contractual payments - to meet (i) a cash flow requirement of at least **30% (thirty percent)** of the Estimated Cost of the Works and (ii) the overall cash flow requirements for this contract and its other current works commitments.

Information provided on the bidder's financial capacity shall be duly certified by a Chartered Accountant; documents submitted without the required Certification will not be considered for evaluation.

G) Valid Shop Act License.

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

2) One Bid per Bidder

Each bidder shall submit only one bid for the work

3) 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.

4) 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 itself not acquainted sufficiently to the site conditions

- H)** Also preference given to Mahila bachat gat and their terms & conditions as per (MSEDCL/GOVT) circular of bachat gat are applicable.

B) BIDDING DOCUMENTS

5) Content of Bidding Documents

5.1 The set of bidding documents comprise the documents mentioned below and any Addenda issued in accordance with Clause 8:

TECHNICAL BID: Volume I

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

PRICE BID: Volume II

Section 1: Price Schedule

5.2 The Bidder is expected to examine all instructions, terms and conditions, forms specifications in bidding document and get acquainted itself as to all the conditions and matters which may in any way affect the works or the cost thereof.

5.3 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 its bid.

6) Clarification of Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing by mail or by fax at the Employer's address indicated in the Bidding Data and given below. The Employer will respond to any request for clarification which it receives earlier than **7 (seven) days** prior to the deadline for submission of bids. Copies of the Employer's response, including a description of the enquiry, will be forwarded to all purchasers of the bidding documents. All requests for clarifications should be addressed to:

Executive Engineer, MSDCL, O M Division, SOLAPUR URBAN

Email: eesolapur1@gmail.com

7) Amendment of Bidding Document

At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda/ corrigendum notices.

PREPARATION OF BIDS**8) Language of Bid**

The bid, and all correspondence and documents, related to the bid, exchanged between the bidder and the Employer shall be written in the **English language**.

9) Documents Comprising the Bid

Documents comprising the bid are as per document mentioned in Annexure "A"

The bidders are requested to submit the original copies of EMD receipt towards the EMD of the tender. Further the bidders are requested to visit the tendering office for verification of technical documents along with the original copies as and when required by the tendering authority.

10) Bid Prices

10.1. Unless stated otherwise in the bidding documents, the Contract shall be for the project defined as "the Works", as described in Sub-Clause 1.18 of Section 2 of this volume I.

10.2 The bidder shall quote the rate for all the activities (as per description in the Schedule, specifications) in the Schedules

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

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

10.5 The Bid price shall include all taxes and duties, inclusive of Corporate tax Income Tax, Sales Tax (including Maharashtra Sales Tax), Excise duty, other taxes fees, cess, deposits etc. whatsoever, and the Employer shall not be liable for payment for any such taxes and duties as may be applicable as per Indian Law.

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

10.7 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.

10.7.1 100% payment towards newly introduced taxes, duties statutory variations, subsequent to the date of submission of the bid, by the Central or the State Govt. shall be reimbursed to the contractor only against due documentary proof

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

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

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

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

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

10.12 The eligible bidders those are ready to work at lowest acceptable rate received against the Tender, shall be considered for award of contract

11 Bid Currencies

Prices shall be quoted in **Indian Rupees**

12 Bid Validity

12.1 Bids shall remain valid for a period of 90 days after the deadline for bid submission as specified in relevant Clause.

12.2 In exceptional circumstances, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail or by fax. A bidder may refuse the request without forfeiting his bid security.

13.0 EMD:

13.1 Any bid not accompanied by adequate EMD with correct bid reference in original shall be rejected by the Employer.

13.2 The EMD of unsuccessful bidders will be refunded as soon as the contract is finalized.

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

13.4 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 24
- c) If the successful bidder fails within the specified time limit to
 - i) Sign the Contract Agreement
 - ii) Furnish the required performance security.

13.5 Bank guarantee towards EMD shall be kept valid for a period up to and including 30 days after the deadline of bid validity.

14.0 Alternative Proposals by Bidders

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

D. Submission of Bids

15.0 Submission and marking of bids

The Bid shall be submitted to the M.S.E.D.Co.Ltd online as per the E-tendering process. As this is the E-Tender, no hard copy will be accepted from the bidder. Bid shall be submitted in two parts (i.e. Volume-I (Technical Folder I) & Volume-II (Commercial Folder II) containing documents stated below: -

15.1 Folder –I: Technical Folder- Documents as mentioned in Annexure “A. Successful bidder is requested to submit one set of Technical Bid duly signed with seal of the firm on each page along with all documents and necessary certificates as asked in pre-qualifying criteria clause no. (2) above at the time of executing the agreement.

Folder –II: Commercial Folder- including Price activity schedule and other relevant information in accordance with the requirement of the bid document.

15.2. Duly filled Technical and Price Bids along with necessary documents/certificates should be uploaded on our website www.mahadiscom.in before the due date and time for submission.

16.0 Deadline for Submission of Bids

16.1 Bid must be submitted on or **before _____ up to 14.00 hours.**

16.2 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.

17.0 Modification and Withdrawal of Bids.

17.1 The bidder may modify or withdraw his bid by giving notice in writing before the deadline prescribed in relevant clause of this tender.

17.2 No bid shall be permitted to be modified after the deadline for submission of bid. 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 14.6.

E. Bid Opening and Evaluation

18.0 Bid Opening

18.1 The Employer will open the Technical Bid, including its modifications made pursuant to Clause 18, as notified in the tender notice.

18.2 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.

19.0 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

20.0 Clarification of Bids.

To assist in the examination, evaluation and comparison of bids the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdown of the prices in the Activity Schedules. The request for clarification and the response shall be in writing or by e-mail or by fax, but no change in price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 24.

21.0 Examination of Bids and Determination of Substantial Responsiveness.

21.1 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.

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

22.0 Correction of Errors Prohibition for Post tender Correspondence.

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

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

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

22.4 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.

F. OPENING AND EVALUATION OF PRICE PROPOSALS**23.0 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. All rights of allocation of works are reserved completely with the Executive Engineer, SOLAPUR URBAN Division. No objection in this regard will be entertained

24.0 Employer's right to accept or reject any or all Bid(s).

25.1 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.

25.2 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.

26.0 Notification of Award

26.1 Prior to the expiration of bid validity prescribed by the Employer, the Employer will notify the successful bidder through letter/ email. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

26.2 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 27 and signing of agreement.

26.3 The successful Bidder shall execute contract agreement as per the Performa attached herewith.

27.0 Performance Security

27.1 Within 15 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 Five percent (5%) of the Contract Price.

27.2 The performance security is to be provided by the successful bidder in the form a Bank Guarantee issued by a Nationalized/Scheduled bank located having branch in SOLAPUR.

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.

28.0 Jurisdiction

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

29.0 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.

30.0 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 15 days from date of issue of LOA/works order. 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 Sub-Division Officer or his representative.

31.0 Bankruptcy:**32.0 Notices:**

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by registered post or leaving the same at the Contractor's principal place of business

33.0 Details: Confidential.

The Contractor shall treat the contract and everything contained therein as priGStE and confidential.

34.0 Quantity Variation.

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

35.0 Compensation-

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

**Executive Engineer
M.S.E.Distribution Co.Ltd**

SECTION -2 CONDITIONS OF CONTRACT A. GENERAL

1. DEFINITIONS

1. Abbreviations

- **MSEDCL**- Maharashtra State Electricity Distribution Co. Ltd.
- **SE** - Superintending Engineer
- **EE**-Executive Engineer
- **SDO – Addl EE or Dy. Executive Engineer of Sub-Dn.**
- **BG**-Bank Guarantee
- **EMD**-Earnest Money Deposit
- **SD**-Security Deposit
- **LOA**-Letter of Award
- **SDn**-Subdivision

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

1.2 **The Activity Schedule** is a schedule of the activities as defined in the bid documents for the work TOD METER READING OF ZERO PC - LT-IP, SOLAR, ST. LIGHT AG CONSUMERS (load up to 20 KW) 4 slot reading (KWH, KVAH, RKVAH MD-KVA) INCLUDING BILL DISTRIBUTION under Solapur Urban Division. **Quantities mentioned in this schedule are approximate and may vary on either side due to release of new connections or disconnection of existing consumers.**

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

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

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

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

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

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

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

1.10 **Defect** is any part of the Works not completed in accordance with the Contract includes work specifications as per Volume II.

1.11 **The Employer** is the Executive Engineer, Maharashtra State Electricity Distribution Company Ltd (MSEDCL), SOLAPUR URBAN Division, who will have the necessary authority to get the project executed and be responsible to handle all affairs of the project including award of contract to the Contractor

1.13 **Site In charge / in charge** is a person authorized by the Employer for the purpose of supervision and implementation of contract terms for the works covered under the contract.

1.14 The Site(s) is/are the area (s) defined as such in the Contract Data for execution Of works includes contractor's site store.

1.15 The start Date is given in the Contract Data. It is the date when the Contractor can commence work on the Contract. It does not necessarily coincide with any of the Site Possession Dates.

1.16 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.

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

1.18 Works means Annual Contract for work of meter reading, through Mobile App / IR meter reading through HHU BILL DISTRIBUTION for RC - LT-IP, SOLAR, ST. LIGHT AG CONSUMERS having the L.T. billing system and also includes other works not specifically mentioned in bid but required due to site conditions.

2.0 Interpretation

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

3.0 Language and law.

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

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

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

6.0 Co-ordination with Other Contractors

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

7.0 Personnel

7.1 The Contractor is to employ either the key personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Employer. If the Employer asks the Contractor to remove a person who is a member of Contractor staff or work force and states the reasons, the Contractor is to ensure that the person leaves the Site immediately in any case and such person will have no further connection with the work in the Contract.

8.0 Contractor's Risks

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

9.0 Force Majeure

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

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

10.0 Insurance

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

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

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

(i) Anyone authorized to be on the Site.

(ii) Third parties who are not on the Site; as per laws applicable in India.

(c) Full cover against theft and damages to the Works and materials during storage and construction. Contractor shall pursue the matters related to insurance claims in association with the Employer.

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

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

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

10.5.1 Indemnification of Employer

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

10.6 Workmen's Compensation Insurance

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

10.8 Comprehensive General Liability Insurance

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

13.0 Site Investigation Data

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

14.0 Queries about the Contract Data

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

15.0 The Works to be completed by the Completion Date

The Contractor shall begin the Works on the Start Date and is to carry out the Works in accordance with the program given by concerned Sub-Division Officer or his representative.

16.0 Safety

16.1.1 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.

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

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

B. Time Control.

17.0 Program

The program for the no. of activities related with the meter reading, Billing will be given by the Subdivision In charge or any officer authorized by him for this work you should carry out the work strictly as per the given program.

18.0 Extension of the Completion Date

Extension of the completion date will not be allowed.

19.0 Management Meetings

The Employer or any person authorized by him may call Management meeting regarding any issues related with the Scope of Activities of this Tender. It will be mandatory to the successful bidder to attend these meeting.

D. Cost Control

20.0 Activity Schedule

The Contractor is to produce an updated Activity Schedule within 14 days of being instructed by the Employer. The activities on the Activity Schedule are to be Co-ordinate with the related activities.

21.0 Submission of Bills

At the end of the every month, the contractor should submit a bill in triplicate duly quoted with PAN, GST, Service tax Registration No. on the bill to the concerned Sub Divisional Officer of Sub Dn for recording in Measurement Books along with necessary Data.

22.0 Payment Terms

22.1 All payment due to the Contractor shall be paid only by RTGS

22.2 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 duly certified by the Sub Divisional Officer shall be submitted by the contractor to the Executive Engineer of the Division and same shall be verified and payments shall be released by The EE, MSCL SOLAPUR URBAN Division after availability of funds.

22.3 Advance payment is not applicable to this contract.

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

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

23.0 Liquidated Damages-

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

- a) The reading program shall be strictly observed. MRI readings should be taken strictly in minimum time period should be submitted to the billing in one stroke all the required reports should be submitted by the agency on the next day as per schedule program to concerned S/Dn. Office. Otherwise penalty @ Rs.1000/- per delayed day.

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

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.

24.0 Performance Security:

24.1 Within 15 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 Five percent (5 %) of the Contract Price.

24.2 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 SOLAPUR URBAN.

24.3 Failure of the successful bidder to comply with the requirements of Clause 28.1 shall constitute sufficient grounds for cancellation of the award forfeiture of EMD.

24.4 The performance security will be released by the Employer after the satisfactory completion of the order.

24.5 The Employer is to notify the Contractor of any claim made against the BG

24.6 The Employer may adjust against the Bank Guarantee, any claim, of MSEDCL.

retaining the performance Guarantee after the end of the guarantee period.

24.8 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.

24.9 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.

25.0 Termination-

25.1 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, if the Employer is not satisfied with the performance of the Contractor.

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

a) 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.

b) 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

25.3 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.

25.4 If the Contract is terminated, the Contractor shall stop work immediately.

26.0 Payment up on Termination-

26.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer is to issue a certificate for the value of the work done less payments received up to the date of the issue of the certificate and less the percentage of the value of the work not completed. Employer has a right to claim for loss and damages in respect of any delay incurred arising from the Breach. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

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

27.0 All Other MSEDCL-Mahila Bachat gat Circular is considered in this tender.

Executive Engineer
M.S.E.D. Co.Ltd Solapur Urban

SECTION 3 DETAIL SCOPE OF WORKS

The successful bidder / agency will follow following sequence of operations while taking the Meter Reading:

1.1 Objective

- a) One Time Survey of all - LT-IP, SOLAR, ST. LIGHT AG CONSUMERS under Zero PC Meter Installations and submit the report as in Annexure-I.
- b) Monthly recording of 4 slot readings (KWH, KVAH, RKVAH MD-KVA) of - LT-IP, SOLAR, ST. LIGHT AG CONSUMERS having load 0 to 10 KW and reporting the cases of excess MD-KVA.
- c) Agency has to take the CMRI of excess MD-KVA consumers, extract the billing parameters and integrating the same in MR-9 format in the billing server of MSEDCL, as in Annexure – 4.
- d) Monthly downloading of Industrial - LT-IP, SOLAR, ST. LIGHT AG CONSUMERS (LT-V Commercial) meter data through Common Meter Reading Instrument (CMRI) with tamper load survey data, extracting the billing parameters and integrating the same in MR-9 format in the billing server of MSEDCL, as in Annexure – 4.

1.2 Scope of Activity : One-Time Survey of Zero PC Meter Installations :

The following activities should be carried out as part of one time survey of all the - LT-IP, SOLAR, ST. LIGHT AG CONSUMERS billed.

- a) Physical verification of Meter Installation.

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

- 1) Electrical Hierarchy of the consumer; details of transformer, feeder and substation.
- 2) - LT-IP, SOLAR, ST. LIGHT AG CONSUMERS Number, Name and Address.
- 3) Instantaneous values of all parameters as displayed by the meter and as measured by tong tester / multimeter.
- 4) Condition of Meter Box, Meter Terminal cover and seals.
- 5) Type of Meter Box – like plastic, wooden or proper meter box.
- 6) Meter Particulars like Meter No., Make, Type, CT Ratio, Meter Constant, Year of Manufacture and Class of accuracy.
- 7) Calculations of MF and to cross check the same with the last month's bill of the consumer
- 8) Identification of Meter type – Static or Electromechanical.
- 9) CT Particulars like CT Ratio, CT Make and CT Class.
- 10) Status of Meter condition including display, display button, MD reset button, CT/PT Terminations.

- b) Wiring verification.

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

- 1) PT Missing – Red / Yellow / Blue.
- 2) Current Missing - Red / Yellow / Blue.
- 3) CT polarity reversed - Red / Yellow / Blue.
- 4) Phase Association Error – Interchanging of CT's

- c) Photograph of Meter Installation.
Digital photographs should be taken of all the sub-systems of metering system, to view the exact status of the meter condition including physical appearance, Electrical Connections, Terminal Cover etc.
- d) Voltage and Current measurement by Tong Testers / Multimeters.
Actual incoming phase voltages and currents should be measured using tong testers and multi-meters at a point beyond the meter terminal block, and compare the same with displayed voltage and current. By this test, one can find out the actual MF and any potential loose contacts in meter terminal block.
- e) Downloading of meter data using CMRI.
The agency should Read / Download data from various makes of meters installed as per the schedule of MSEDCL. The agency should download data from various makes of meter using CMRI conforming to CBIP specification TR-111 of May 1997. The meter data shall be provided to MSEDCL as per requirement on completion of the activity and the data downloads to be utilized for analysis and generation of reports. If any abnormalities / non communicating meters are found during the course of meter reading, the same shall be intimated to the concerned authority of MSEDCL within 48 hours. It is mandatory to take the MRI data as per given program by Subdivision office every month next day data has to be submitted to IT for bill generation.
- f) Creation and maintenance of Master data base of the consumers.
Consumer master data base with all the particulars, as given in Annexure – 1, should be submitted to MSEDCL
- g) Monthly Meter Reading of LT-II and LT-V - LT-IP, SOLAR, ST. LIGHT AG CONSUMERS manually; which are not communicated through CMRI.
 - 1) Work of meter reading of LT II and III and V category - LT-IP, SOLAR, ST. LIGHT AG CONSUMERS on MR-9 sheet along with photo of meter for which the MRI data could not be taken due to non availabilities of MRI port or the communication error and report the excess MD-KVA.
 - 2) Punching of the data in prescribe format
 - 3) generation of various reports
 - 4) submission of soft data to IT

1.3 Inputs / Assistance to be provided by MSEDCL

- a) Feeder wise list of existing LT-CT operated special - LT-IP, SOLAR, ST. LIGHT AG CONSUMERS of Industrial area with details of installed CT-PT set with Sl. No., Ratio, Class, Meter Make, Type, Class of LT-V TVM, Previous readings and Multiplying factor.
 - b) All the meters shall be programmed for recording billed energy and resetting MD at 0000 hours on the 1st day of the calendar month.
 - c) List of - LT-IP, SOLAR, ST. LIGHT AG CONSUMERS directly fed through 400/220V and location of their meters.
 - d) List of disconnected consumers, for which monthly readings are not applicable / required.
- MSEDCL will provide the BCS software for difference makes of electronic meters installed in MSEDCL.

Executive Engineer
M.S.E.D.C.L. SOLAPUR URBAN

SECTION 4 SAMPLE FORMS

A. GENERAL

SAMPLE FORMS OF BID, QUALIFICATION INFORMATION, SECURITIES, LETTER OF AWARD, CONTRACT AGREEMENT AND PAYMENT APPLICATION.
(Bidders are advised to note the contents of the following Sample Forms, which form the part of Bidding Document.)

Sample Form Description

- **Schedule-I** Meter status report
- **Form “A”** Bid Form.
- **Form “B”** Qualification information.
- **Form “C”** EMD (Bank Guarantee).
- **Form “D”** Letter Of Award.
- **Form “E”** Contract Agreement.
- **Form “F”** Unconditional Bank Performance Security
- **Form “G”** List of Technical Personnel of the Contractor likely to be appointed on work.

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

ANNEXURE – I**Consumer Data Profile**

The following details are to be collected from the field

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

ANNEXURE –II

Sr. No.	Starting Position	Column Specification	Width	Remark
1	0	Meter serial_ number	Char (8)	
2	8	Meter Make Code	Char (3)	MSEDCL to provide
3	11	Reading _ date	Date (8)	Format 'ddmmyyyy'
4	19	Reading _ time	Char (10)	Format HH:MM:SS
5	29	No of reset	Number (3)	
6	32	RY_ Volt	Number (6,2)	4 integer, 2 decimals
7	38	YB_ Volt	Number (6,2)	
8	44	BR_ Volt	Number (6,2)	
9	50	RN_ Volt	Number (6,2)	
10	56	YN_ Volt	Number (6,2)	
11	62	BN_ Volt	Number (6,2)	
12	68	RY_ current	Number (10,2)	8 integer, 2 decimals
13	78	YB_ current	Number (10,2)	
14	88	BR_ current	Number (10,2)	
15	98	RN_ current	Number (10,2)	
16	108	YN_ current	Number (10,2)	
17	118	BN_ current	Number (10,2)	
18	128	H_ KW	Number (15,3)	12 integer, 3 decimals
19	143	H_ KVA	Number (15,3)	
20	158	H_ KWH	Number (15,3)	
21	173	H_ KVAH	Number (15,3)	
22	188	H_ RKVAH	Number (15,3)	
23	203	S1_ KW	Number (15,3)	
24	218	S1_ KVA	Number (15,3)	
25	233	S1_ KWH	Number (15,3)	
26	248	S1_ KVAH	Number (15,3)	
27	263	S1_ RKVAH	Number (15,3)	
28	278	S2_ KW	Number (15,3)	
29	293	S2_ KVA	Number (15,3)	
30	308	S2_ KWH	Number (15,3)	
31	323	S2_ KVAH	Number (15,3)	
32	338	S2_ RKVAH	Number (15,3)	
33	353	S3_ KW	Number (15,3)	
34	368	S3_ KVA	Number (15,3)	
35	383	S3_ KWH	Number (15,3)	
36	398	S3_ KVAH	Number (15,3)	
37	413	S3_ RKVAH	Number (15,3)	
38	428	S4_ KW	Number (15,3)	
39	443	S4_ KVA	Number (15,3)	
40	458	S4_ KWH	Number (15,3)	
41	473	S4_ KVAH	Number (15,3)	
42	488	S4_ RKVAH	Number (15,3)	

SAMPLE FORM – A
(On Bidder's Letterhead)

Bid Form

BID NO. EE/ SUR/U/ T-03 / 2023-24.

For Project: Monthly TOD METER READING OF ZERO PC - LT-IP, SOLAR, ST. LIGHT AG CONSUMERS (load up to 20 KW) 4 slot reading (KWH, KVAH, RKVAH MD-KVA) INCLUDING BILL DISTRIBUTION under Solapur Urban Division

To

The Executive Engineer,
M.S.E.D.C. Ltd.
SOLAPUR URBAN Division,

Dear Sir,

I/We the undersigned have carefully examined the conditions of contract, specifications, schedules, and the matter set out in the documents. We have understood and checked these documents and have not found any errors in them.

I/We here by agree for the work of Annual Contract for Engagement of Agency for Work of Meter reading of St. Light, Up to 27HP LTIP consumers of Solapur Urban Division 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.

We hereby declare that we accept all the terms, conditions, specifications and all other matter set forth in the tender documents and agree that these will form a part of the contract if we are selected for award of contract.

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 90 days from the date of opening thereof and also agree not to make any modification in its terms and conditions on my/our own accord.

Signed this day _____ of _____ 2023.

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: _____ Signature: _____

Address:

2). Name: _____ Signature: _____ Address:

(To be filled in by the Bidder with his particulars at the bottom of the Form of Bid.)

SAMPLE FORM – B**(On Bidder's Letter head)**

BID No. _____

Pre-Qualification Information**(This form- B is to be up loaded in Technical bid while up loading the bid)**

Sr. No	Particulars	Details to be filled by Contractors	For office use only
1	Name of Contractor		
2	Address, Phone Fax No. e-mail ID		
3	Status of firm (Proprietary firm/ Partnership firm/ Pvt. Ltd. Co./Public Ltd. Co/Co. op. Society		
4	If partnership firm or a company , Names of Partners/ Directors		
5	Up load scan copy of Valid Electrical License registration (and should submit hard copy for verification as and when called)		
6	Up load scan copy of Service Tax Registration Certificate (and should submit hard copy for verification as and when called.		
7	Up load scan copy of PF labour laws Registration (and should submit hard copy for verification as and when called)		
9	Up load scan copy of IT return / IT clearance certificate for last three years (and should submit hard copy for verification as and when called.)		
10	Experience certificate /executed work during last 3 years (Upload scanned copy of certificate from the concerned authorities not below in the rank of Executive Engineer,)	Yes / No	
11	Tender Fee Rs. 1060/- (Rs. one thousand Sixty only) Upload receipt of on line payment with this form. (Tender offer without these details will be treated as non-responsive.)		
12	Tender Security bid (EMD) Rs. 10000 /- State the payment receipt no., date and upload scanned copy or in case of B.G. (Sample form-C) upload scanned copy by stating details in this column. (Tender offer without these details will be treated as non-responsive.) (Strictly in the format attached)	Receipt No- Date-	
13	Whether the information in respect of trained and qualified staff has been filled in scanned Form –G with documentary evidence have to be provide for verification as and when required. Also details to be submitted on separate sheet.	Yes / No	
14	Form A B duly filled up loaded with Seal and Signature of Bidder.	Yes / No	

SAMPLE FORM -C
EMD (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 Tender No. -----Dated-----for_____Project. (Hereinafter called "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 Co. 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_____ 2023.

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 25; or
 - (c) Fails or refuses to furnish the performance Security, in accordance with the instruction to Bidders.

We hereby agree unequivocally and unconditionally to pay at SOLAPUR URBAN 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 conditions or conditions. This Guarantee will remain in force up to and including the date 30 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 Award
(On Employer's Letterhead)

By Regd. Post A/D/e-mail

To: _____ (name and address of the Contractor)

Sub:- Letter of Award.

Ref:-

Dear Sirs,

This is to notify you that your bid dated _____ for turnkey execution of "the Works" of Annual Contract for Monthly TOD METER READING OF ZERO PC - LT-IP, SOLAR, ST. LIGHT AG CONSUMERS (load up to 20 KW) 4 slot reading (KWH, KVAH, RKVAH MD-KVA) INCLUDING BILL DISTRIBUTION under Solapur Urban Division as defined in the bid document on, "Turnkey basis", for Contract Price as per enclosed schedule, as corrected and modified in accordance with the instructions to Bidders is hereby accepted by us.

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

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

Yours faithfully,

Executive Engineer
M.S.E.D.C.L. SOLAPUR URBAN

Copy s.w.rs. to –

The Superintending Engineer (SURC)

M.S.E.D.C.L. Circle Office, Solapur.

Copy to:

1. The Addl. Executive Engineer, MSEDCL, _____ Sub Division.
2. The Junior Manager, (F&A), MSEDCL, SOLAPUR URBAN Division

SAMPLE FORM -E
CONTRACT AGREEMENT
FORM OF CONTRACT AGREEMENT

This agreement made this ____ day of _____ 2023, between the Maharashtra State Electricity Distribution Company Limited Represented by the Executive Engineer, Maharashtra State Electricity Distribution Company Limited, SOLAPUR URBAN Division, Old Mill Compound, SOLAPUR URBAN – 413 001.

(Hereinafter called “the Employer”) of the one part and _____ of _____ (hereinafter called “the Contractor”) of the other part. **Whereas** the Employer desires that the work of Annual Contract for Engagement of Agency for Work of Meter reading of St. Light, Up to 27HP LTIP consumers of Solapur Urban Division 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. Authorized signatory of Contractor

Authorized signatory of Employer SEAL

In the presence of: In the presence of:

Name _____ Name _____

Signature _____ Signature _____

Address _____ Address _____

SAMPLE FORM - F
PERFORMANCE SECURITY (BANK GUARANTEE)

(To be executed on Rs.500/- non-judicial stamp paper purchased in the name of issuing bank)

To
 The Executive Engineer,
 MSDCL,
 SOLAPUR URBAN Division

WHEREAS M/s ----- (hereinafter called
 “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ :

Annual Contract for Engagement of Agency for Work of Meter reading of St. Light, Up to
 27HP LTIP consumers of Solapur Urban Division

as defined in the bid document on, “Turnkey basis “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 until the date of issue of the Defects Correction Certificate.

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.

SAMPLE FORM - G
LIST OF TECHNICAL PERSONNEL OF THE CONTRACTOR
LIKELY TO BE APPOINTED ON THIS WORK

Sr. No	Name of Residential Address of Persons	Designation / Holding the Post in the firm	Status in the firm	Academic Qualification Experience	Remarks any other points
1	2	3	4	5	6

NOTE: •

- 1) Continuation sheet shall be used if required.
- 2) The contractor should produce either a copy of form No. 24 of annual return of I. T. Authority for schedule of employees attached to the latest annual report or such other proof like extract of employment tax register, to the satisfaction of tender inviting authority.

Essential and compulsory Documents to be uploaded with qualifying bid.

- 1) Receipt of tender fee paid.**
- 2) Receipt of EMD paid by Cash /D.D.**
- 3) In case EMD is paid through BG, Agreement on Rs.500/- non judicial stamp paper as per Form “C”.**
- 4) Valid Registration certificate under Shops and Establishments Act (If Applicable)**
- 5) Work contract registration received from Government of Maharashtra (If Applicable).**
- 6) GST Registration Certificate (If Applicable).**
- 7) Letter to Executive Engineer by the Bidder (Form “A”).**
- 8) Particulars of bidder (Form “B”).**
- 9) List of Technical personnel (Form “G”).**
- 10) Details of work Experience (Certificate/orders of executed work orders for similar nature of work should be uploaded)**
- 11) Insurance of all the persons under Accident Insurance Scheme (If Applicable)..**
- 12) Annual Turn Over statement for last three years i.e. 2020-21 , 2021-22 & 2022-23 duly certified by C.A.**
- 13) Net Worth Certificate for the year 2022-23 issued by C.A.**
- 14) Tender All Pages Duly Signed.**

**Executive Engineer
M.S.E.D.C.L. SOLAPUR URBAN**

SECTION 5**CONTRACT DATA**

The following documents also form part of the Contract

1. The Work Order
2. The Bid and Letter of Award
3. The Conditions of Contract
4. The Reading Program
5. The Priced Schedules of Activities
6. The Schedule of O&M Manuals
7. The Schedule of Key Personnel
8. The Site Investigation Data
9. The Schedule of Taxes
10. The Employer is: The Executive Engineer, Maharashtra State Electricity Distribution Co. Ltd, SOLAPUR URBAN or a person(s) duly authorized by him.
11. The Start Date is _____ (MSDCL TO DEFINE)
12. The completion Date for the Works is _____ from the Start Date (MSDCL TO DEFINE) _____
- *(Clause Reference” pertains in Clauses in the Conditions of Contract)
13. The maximum liability of the Contractor for damage to other’s property and personal Loss Rs. _____ (MSDCL TO DEFINE)
14. The language of the Contract documents is English
15. The laws, which apply to the Contract, are the Indian Laws.
16. Institution whose arbitration procedures shall be used: Indian Arbitration Act 1940.
17. Place where arbitration will take place: ----- City (MAHARASHTRA)
18. The proportion of payments retained is 10% of Contract Price.
19. The liquidated damages for Works are as per Tender Condition.
20. No bonus is intended to be paid.
21. The amount of the performance security is 10% of Contract Price in the form of NATIONALISED/SCHEDULED Bank having main branch office in Maharashtra
22. The amount to be withheld for failing to produce operation and maintenance manuals by the date required is _____ (MSDCL TO DEFINE)
23. Contract work is to be carried out as per provisions under I.E. Rules 1956 and in confirmation to the Acts/Rules as may be applicable.

VOLUME 2**SECTION-1****ACTIVITY SCHEDULE (PRICE BID)****LETTER TO THE EXECUTIVE ENGINEER**

To,

The Executive Engineer,

M.S.E.Distribution Co.Ltd

Solapur Urban.

Dear Sir,

We agree to carry out the works mentioned in the tender No. EE/SUR/U/T-13/2023-24 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 90 days after the returnable date of the tender and shall be bound by communication of acceptance dispatched within the prescribed time.

Note :-

You are instructed to above 27 HP consumer meter reading taken only for instructed after Sub Division or Division office.

Yours faithfully,

Signature

Date:

Name and address of the Bidder.

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD
SOLAPUR URBAN DIVISION
Tender No.: EE/SUR/T-13/2023-24
Schedule- A ---- Schedule rates of MSEDCL

Sr. No	Particulars	Schedule Rate Per Consumer
1	St Light Consumers Meter reading though mobile app under solapur urban division. (Mobile app Reading = Rate per consumer)	Rs:- 5.00 Per Reading
	St Light Consumers Bill Distribution under solapur urban division. (Bill Distribution = Rate per consumer)	Rs:- 1.50 Per No
2	Agriculture consumers Meter reading though mobile app and Bill Distribution under solapur urban division. (Mobile app Reading + Bill Distribution = Rate per consumer)	Rs:- 11.50 Per No
3	Meter 27 Hp Consumer Urban Area	
a	Meter reading of IP consumers up to 27 HP along with submission of MR-09 report and photo of total KWH of Each consumers meter & solar rooftop consumers meter reading.	Rs:- 5.00 Per No
b	Data Entry work of LTIP consumer in "Oracle" software format for meter reading, static punching with validation report.	Rs:- 15.00 Per No
c	Bill distribution in time.	Rs:- 1.50 Per No
d	Bill Printing	Rs:- 0.60 Per Con/Per No

Excluding Taxes

We hereby offer to **work for Engagement of Agency for Work of Meter reading of St. Light, & Up to 27HP LTIP consumers Under C Sub Division under Solapur Urban Division** against T-13/2023-24, for the estimated cost of Rs 10.00 Lakhs.

1. _____ % Percentage (in words _____)

BELOW / ABOVE / AT PAR of schedule rates as shown in Schedule A

2. **OPTION :-** I / We am / are ready to work on lowest rates of any bidder accepted by the company for the tender in question.:- **(Say YES or NO)**

(If option is not mentioned, it will be presumed as "NO")

SEAL AND SIGNATURE OF BIDDER

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**PRICE BID****Tender No. EE/SUR/T-13/2023-24****Circular No:- CE/ (Billing & Revenue) /018431 Dated:- 01.07.2019**

Sr No	Activity to be carried out in MRI meter reading	Area wise rate per consumer in rupees		Remark
		MIDC & Municipal Corporation Area	Other Area	
1	Downloading of meter reading data through CMRI/Laptop provided by agency with tamper & load survey data and uploading to M-DAS for all CMRI compatible/Solar Net Meters including import/export reading	Rs. 100/-	Rs. 120/-	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	Rs. 85/-	Rs. 105/-	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.	Rs. 30/-	Rs. 40/-	Manual Reading
4	Bill printing on both sides of pre-printed stationery provided by MSEDCL.	Rs. 0.60/-	Rs. 0.60/-	Bill Printing
5	Bill Distribution & Acknowledgement receipt of delivery to consumer.	Rs. 15/-	Rs. 20/-	Bill Distribution.

UNDERTAKING: I/We are ready to undertake the work as mentioned above and as contained in this Tender, at the lowest acceptable rate received in the tender if contract is awarded to me/us on the same terms and conditions.
I have read and understood all Terms & Conditions of this tender & these conditions are binding on me.

1. _____ % Percentage (in words _____)

BELOW / ABOVE / AT PAR of schedule rates as shown in above.

2. GST if applicable extra.

SEAL AND SIGNATURE OF BIDDER

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40402412 Meter Reading	ADM 046	Activity unit	998514	1		null

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	AS PER TENDER DOC	Price Section	40402412 Meter Reading	AS PER TENDER DOC
2	AS PER TENDER DOC	Technical Section	40402412 Meter Reading	AS PER TENDER DOC
3	AS PER TENDER DOC	Commercial Section		AS PER TENDER DOC