

## Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		21-03-2023 04:57:55
Tender Code	EE/ GBDN/ Tech/ LT billing/ Itwari/ 2022-23/ T-09	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Monthly Meter Reading of LT consumers up to 20kW (Excluding AG consumers other than Ag metered Urban LT consumers coming under Municipal Corporation , Municipal Council , Nagar Parishad and Nagar Panchayat.) under Itwari sub division to be done using Mahavitaran Mobile App, IR/RF HHUs, Bill Printing and Bill distribution up to consumer /consumer premises	
Estimated Cost (In Lakhs)	96.56	
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	Mrs D V Sirsath , 9607926436 ,eegandhibag@gmail.com	
Pre-Qualifying Req	As per tender document	
Budget Type	Capex	
Scheme Code	NA	
Scheme Name	Scheme not applicable	
Department	Distribution Department	
Office Type	DIVISION	
Location Type	Gandhibag division	
Designation	Deputy Executive Engineer(Distribution)	
Pre-Bid Meeting Address	Office of the Executive Engineer, Gandhibag Division, Near Chhapru Nagar Square, Beside Ambedkar Garden, CA Road, Nagpur- 440008	
Bid Opening Address	Office of the Executive Engineer, Gandhibag Division, Near Chhapru Nagar Square, Beside Ambedkar Garden, CA Road, Nagpur- 440008	
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	23-03-2023 10:00	

Tender Sale End Date	10-04-2023 10:00
Bid Start Date	23-03-2023 10:05
Bid End Date	10-04-2023 10:05
Pre-Bid Meeting Date	27-03-2023 13:00
Techno-Commercial Bid opening on	10-04-2023 12:00
Price Bid opening on	Will be declared later
Annexure C1 Opening Date	NA
Winner Selection Date	Will be declared later



**STANDARD BID DOCUMENT**  
**Revision-2**

**TENDER FOR**

- A) MONTHLY METER READING
- B) MONTHLY BILL PRINTING
- C) MONTHLY BILL DISTRIBUTION  
OF LT CONSUMERS UNDER MSEDCL

TENDER NO: EE/ GBDN/ Tech/ LT billing/ Itwari/ 2022-23/ T-09  
YEAR : 2022-23

SUB-DIVISION: Itwari

**TENDER DETAILS**

Tender No.	EE/ GBDN/ Tech/ LT billing/ Itwari/ 2022-23/ T-09
Name of the Tender	Monthly Meter Reading of LT consumers up to 20kW (Excluding AG consumers other than <b>Ag metered Urban LT consumers coming under Municipal Corporation, Municipal Council, Nagar Parishad and Nagar Panchayat.</b> ) under Itwari sub division to be done using Mahavitaran Mobile App, IR/RF HHUs, Bill Printing and Bill distribution up to consumer /consumer premises.
Area of Work	Itwari Sub Division
Approximate number of Live LT consumers.	34834 No
Estimated Cost of Tender .	Rs. 96.56 Lacs.
<b>Contract Period of Tender work .</b>	<b>Three Year (s) in words</b>
Tender Fee	Rs. 5000 /- + applicable GST= Rs. 5900/-(Non-refundable& Non-Transferable)
E.M.D. to be paid	Rs.32187/- (1% of <b>Total Estimated Average One Year Cost of Tender</b> ) payable at Nagpur in form either DD in favour of Executive Engineer, MSEDCL, Gandhibag Division or Bank Guarantee payable at Gandhibag Division.
Sale of Tender documents from website	23.03.2023 from 10.00 Hrs to 10.04.2023, 10.00 Hrs
Date and place of Pre-Bid meeting	27.03.2023 at 13:00 hrs Gandhibag Division office
Last Date & Time of submission of Bid on MSEDCL e-Tendering Portal.	on or before 10.04.2023 up to 10.00 Hrs on " <a href="https://etender.mahadiscom.in/eatApp/">https://etender.mahadiscom.in/eatApp/</a> "
Date & Time of Opening of Technical Bid	10.04.2023 at 12.00 hrs. (If possible)
Date of Opening of Price Bid	will be informed later
Validity of Bid	90 days from date of opening of Technical Bid.
Employer / Tender Executing office	EE(O&M), Gandhibag Division, MSEDCL
Address of Communication and Venue for Tender opening	Office of the Executive Engineer, Gandhibag Division, Near Chhapru Nagar Square, Beside Ambedkar Garden, CA Road, Nagpur- 440008. Contact No. 9607926436
MSEDCL E-mail address	eegandhibag@gmail.com

**Application**

To,  
The Executive Engineer, MSEDCL, Gandhibag Division

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

Stamp & Signature of Tenderer.

Index

<b>Part/ Section</b>	<b>Particulars</b>	<b>Page No.</b>
-	Cover page	1
-	Tender Details	2
-	Index	3
<b>Part-1</b>	<b>Technical Bid - Part 1 (cover page)</b>	4
Section-I	Letters to Tenderers & Instructions for E-Tender submission	5-6
II	General Terms and Conditions of Tender And Qualifying Requirements.	7-15
III	Scope of Work in detail and Technical Specifications in Tender, Process flow chart of Tender & Consumer data sheet of Subdivision.	16-34
	Process flow chart of Tender for Meter reading , Bill Printing And Bill Distribution	31-33
	Consumer data sheet of Subdivision.	34
IV	Terms and Conditions of Tender and Contract	35-43
V	Penalty Applicable for non-compliance of Tender conditions	44-47
VI	Consent for Optional Activity of Meter replacement And/Or Meter Shifting.	48
VII	Proforma of Annexures of Tender Technical Bid Submission (Annexure 'A' to 'M')	49-68
VIII	Abbreviations , Terms and Definitions of Tender	69-71
IX	Sample of Pre-printed and Printed LT Bill form	72-75
X	Sample of Proper and Misaligned printing of LT Bill	76-77
XI	Required List of documents for Uploading in E-Tender Bid as per document type	78
<b>Part-2</b>	<b>Price Bid – Part 2 (cover page)</b>	79
	Price Bid in Schedule “B”	80



TENDER NO: EE/ GBDN/ Tech/ LT billing/ Itwari/ 2022-23/ T-09

YEAR : 2022-23

SUB-DIVISION: Itwari

**PART -1**  
**TECHNICAL BID DOCUMENT**

**Section-I**  
**Letter to the Tenderer & Instructions for e-Tender submission**  
**Letter to Tenderer**

Dear Tenderer,

Please quote your competitive lowest rate for the Tender in Price Bid - Schedule B for Price & Quantity along with all necessary documents digitally signed before due date and time of Tender for 3 years period for the following works:

**(i) Monthly Meter Reading of following categories of LT consumers upto 20KW (Excluding AG consumers other than Ag metered Urban LT consumers coming under Municipal Corporation , Municipal Council , Nagar Parishad and Nagar Panchayat)–**

1. Residential
2. Commercial
3. Industrial
4. Streetlight
5. Public waterworks
6. Public services
7. Others and
8. Any other category newly added.
9. Ag metered Urban LT consumers coming under Municipal Corporation , Municipal Council , Nagar Parishad and Nagar Panchayat

By reading methods –Using Mahavitaran Mobile App for Static and Electromagnetic meters and through Hand held unit (HHU) for IR (Infra-red) & RF (Radio-frequency) mode of communication meters or any other new reading technique adopted by MSEDCL.

**(ii) Bill Printing of all category LT consumers upto 20KW. (Excluding AG consumers other than Ag metered Urban LT consumers coming under Municipal Corporation , Municipal Council , Nagar Parishad and Nagar Panchayat)**

**(iii) Bill Distribution upto consumer or consumer premises of all category of LT consumers upto 20KW. (Excluding AG consumers other than Ag metered Urban LT consumers coming under Municipal Corporation , Municipal Council , Nagar Parishad and Nagar Panchayat) Under Itwari Subdivision of Gandhibag Division under NUC of Maharashtra State Distribution Company Limited.**

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

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

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

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

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

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

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

**Executive Engineer (O&M)**  
**MSEDCL, Gandhibag Division**

## INSTRUCTIONS FOR SUBMISSION OF E-TENDER DOCUMENTS

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



## Section– II

### GENERAL TERMS AND CONDITIONS OF TENDER AND QUALIFYING REQUIREMENTS

#### 1) Background And Scope of Bid:

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

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

#### 2) Technical & Financial Qualifying Requirement of Bidder:

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

##### 2.1) General Work Experience:

**2.1.1 Only single bidder is allowed to participate in the Tender, Joint Venture (JV) in any case should not be allowed.** Single bidder with independent past experience of carrying out work of Meter Reading, Bill Printing & Distribution for any utility - for example electricity, gas, water which may be Government owned public utility or private sector service industry. Bidder should submit documentary evidence of registered office Address or Principal place of Business. Upon Award of work in Tender, the Bidder will agree to set up an office anywhere within the Subdivision/Division for carrying out the Tender work.

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

**Joint Venture (JV) in any case should not be allowed.**

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

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

##### 2.2) Specific Work Experience:

###### 2.2.1. Meter reading:

**Bidder should submit Meter Reading experience of any consumer utility for Example - Electricity, gas, water, etc. pertaining to Govt. owned public utility or**

**Private sector service Industry:**

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

- ii) Two executed work orders/contracts of at least of 12 months each with per month reading altogether of at least 50% of estimated average 1 year count of consumers in Tender  
or  
iii) Three executed work orders/contracts of at least of 12 months each with per month reading altogether of at least 40% of estimated average 1 year count of consumers of the Subdivision.)

Bidder should note that work orders executed during financial years 2018-19, 2019-20, 2020-21 or latest 2021-22 shall be considered.

- b) Bidder should submit Performance certificates of having carried out Monthly meter reading of at least 90% of Tender consumer count for subdivision's Reading work for consecutive 6 months in any year of last 3 years with 92% correct & normal status of reading (Normal +Faulty +Lock) issued by Executive Engineer (O&M) of MSEDCL or equivalent authority if Certificate is from other utility.

### 2.2.2 Bill Printing:

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

### 2.2.3 Bill Distribution:

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

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

### 3) Financial Qualifying Requirement:-

The Minimum Average annual turnover of **last 3 consecutive financial** years 2019-20, 2020-21, 2021-22 should be **equal** to or above 30% of Total Estimated cost of tender. Joint Venture (JV) in any case is not allowed .

- 4) Bidder will submit Division wise information of Contracts Awarded that are under execution and Tenders participated for similar Tender activity in MSEDCL or other public utility in proforma **Annexure-A** of Tender, Table in proforma is shown below:

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

Sr. No.	Name of Division /Subdivision of MSEDCL or other Public Utility	Type of work /contractual activity	Details of order/contract no. under execution and Contract period upto	Detail of Tender no. in which participated or Submitting bid and Tender opening date
1				
2				
3				

- 5) The bidder participating in Tender will submit list of on-going orders for meter reading, Bill printing and Bill Distribution for MSEDCL with list of manpower and machinery engaged for them. At submission of Tender, Bidder should declare the balance available manpower, machinery and facilities if sufficient to carry out the Tender work, or submit Business proposal plan to execute the Tender work.
- 6) **Submission of Technical bid (Part I) : –** (To be uploaded on E-Tendering portal only). This part shall contain all technical and commercial aspects of the bid scanned and digitally signed documents supporting the same as mentioned below, except the Price Bid. Bidder shall upload the Qualifying Requirement documents and following documents:-
- 6.1) Tender Schedule, Annexures, forms duly filled stamped and signed & all supporting documents attested, signed by Tenderer and digitally uploaded.
  - 6.2) Scanned copy of E.M.D. paid vide DD / B.G. should be uploaded.(Original DD/B.G. should be submitted to this office before due date of Tender submission if not paid online)
  - 6.3) Registration certificate as per status Proprietary, Partnership, Private Limited, Public Limited, Registered Co-operative societies, Shop & Establishment License.
  - 6.4) Joint Venture (JV) in any case is not allowed.
  - 6.5) Turn-over for the last 3 years certified by Registered Chartered Accountant. Joint Venture (JV) in any case is not allowed.
  - 6.6) Registration under Labour Contract Act/ Works contract Act, If Applicable, If bidder is not registered under work contract act with MSEDCL as a principal employer then he will be required to do the same before award of contract.
  - 6.7) Employee Provident Fund (EPF), Employees State Insurance Corporation (ESIC) Registration Certificate as applicable
  - 6.8) GST Registration Certificate
  - 6.9) Pan Card /Pan Registration of Bidder / JV partners under Income Tax department of India
  - 6.10) PAN card of Proprietor /Partners/Director/ Authorised Executing Authority of Agency
  - 6.11) Income Tax Return Certificate for last three years
  - 6.12) Balance sheet & Profit loss certificate duly audited & certified by C.A. for last three years. Bidders must submit statutory provisions if Audited Balance sheets and Profit & Loss Accounts of last three years are not applicable.
  - 6.13) Valid Registration under shop & Establishment Act and proof of registered office location in Maharashtra, In case registered office is located outside Sub-Division, submit Undertaking to set up office in jurisdiction of Sub-Division upon award of order.
  - 6.14) Details of number of qualified / trained manpower, number of Smart Mobiles with Camera of 5.0 Megapixel or above, Computers & Printers with advanced feature other allied equipment's required for the execution of work mentioned in this Tender. Internet Connectivity like GPRS, EDGE, 3G, Wi-Fi, 4G etc.
  - 6.15) Aadhar Number of all Meter Readers and Bill Distributors
  - 6.16) Contractors All Risk (CAR) Insurance/ Erection All Risk (EAR) / Transit Cum Erection (TCE) obtained from Director of Insurance, Government of Maharashtra if applicable.
  - 6.17) Self Certified List of all orders executed in last 3 years indicating order details, order value, details of work carried out and period of order execution as per clause 2.1.2 of **section II**.

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

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

be rejected. In case of difference in rates mentioned in figures and words, the rates favourable to MSEDCL will be considered.

Bidder must fill their offered rate in terms of percentage of Schedule rate given by MSEDCL for Tender work for each year of the three year contract in figures as well as in words to overall work in Tender i.e. sr. no. "1" to "6" mentioned in the 'Price Bid **Schedule B**' for the Tender activities of

"Sr. no."1 to 4" - Mobile App Reading, IR/RF reading by HHU,

"Sr. no."5" - Bill Printing on Pre-printed stationary provided by MSEDCL,

"Sr. no."6". -Bill Distribution to consumer/consumer premises,

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

**The example for Price Bid is as under:-**

Sr. No.	Description of work	Schedule rate in Rs exclusive of applicable GST	Offered rate in % over Schedule rate in figures & words		
			1st Year	2nd Year	3 <sup>rd</sup> year
1	Work indicated at sr. no.1 to sr. no.6of all types of Meter Reading, Bill Printing and Bill Distribution for LT consumers of Subdivision.	As per schedule of rate table indicated at Sr. no.1 to Sr. no.6in Price Bid	<u>98%</u>	<u>102%</u>	<u>105%</u>

[Note: Above given percentage numerical figures indicated for 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> year is for example purpose only]

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

The Lowest L-1 Bidder will be determined in Tender on the basis of NPV @10% discounted factor. Detailed sample calculation for determining L-1 is shown at clause 32 in this section.

**8) One Bid per Bidder:**

Each bidder shall submit only one bid for one tender even in case of Joint venture. Joint Venture (JV) in any case is not allowed.

**9) Cost of Bidding:**

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

**10) Survey of Area and Site:**

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

**11) Contents of Bidding Documents:**

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

**12) Clarification of Tender:**

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

**13) Preparation of Bids:**

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

**14) Bid Validity:**

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

**15) Earnest Money Deposit (EMD):-**

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

**16A) Submission of Bids:**

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

**16B) Amendment to Tender document:**

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

**17) Deadline for Submission Bids:**

The Employer may extend the deadline for submission of bids by issuing an amendment /addendum notice on E-tendering portal. The Employer also reserves the right to extend the bid submission date without assigning any reason. In such case(s) all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**18) Date and Time of Opening of Bid:**

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

**19) Opening of Technical Bid and Tender Evaluation:**

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

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

**20) Clarification of Technical Bid Deviations:**

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

**21) Price Bid opening:**

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

**22) Process to be Confidential:**

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

**23) Prohibition for Post tender Correspondence:**

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

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

The Employer does not bind itself to accept the lowest or any bid, neither will any reason be assigned for the rejection or part of bid. It is also not binding on the Employer to disclose any analysis report on bids.

**25) Award of Contract:**

Subject to qualification of bidder as specified the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with provisions specified in Tender.

**26) Agreement:**

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

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

**27) TIME: The Essence of Contract:**

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

**28) Scope of work:**

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

**29) Jurisdiction:**

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

**30) Interested Concerns / Conflict Of Interest:**

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

**31) Unsatisfactory Past Performance:**

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

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

Following shall attribute to poor performance of a bidder: -

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

### 32) Criteria for Placement of Order:

The Lowest L-1 Bidder will be determined in Tender on the basis of Net Present Value (NPV) @10% discounted factor. **Sample working sheet is as follows:**

Sr. No.	Particulars	Bidder – 1			Bidder – 2			Bidder - 3		
		1st Year	2nd Year	3rd year	1st Year	2nd Year	3rd year	1st Year	2nd Year	3rd year
1	Year wise Rate quoted in % of Schedule rate given in Tender.	100	102	105	97	100	104	99	103	105
2	Aggregate of 3 yrs Rate in %	307			301			307		
3	Net present value factor (NPV) @10% = $1/(1.1)^n$ where n=no of years	0.909	0.826	0.751	0.909	0.826	0.751	0.909	0.826	0.751
4	Discounted rate as per NPV [row1X row 3]	90.909	84.298	78.888	88.182	82.645	78.137	90.000	85.124	78.888
5	Aggregate discounted % rate of 3 years (Consolidated Rate)	254.095			248.963			254.012		
		L-3			L-1			L-2		

The Order shall be placed on the accepted Eligible L-1 Bidder who has offered lowest consolidated rate for the Tender work. (Consolidated Rate is worked out at Row sr. no. 5 above on NPV basis @10%.)

Tender will be awarded to successful L-1 rate Bidder for contract period of 3 years on the year-wise rate accepted in Tender. No price variation will be applicable on the accepted Tender rates. GST as per prevailing statutory rates will be applicable. The performance of the Agency that is awarded the Tender will be reviewed every month.

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

After completion of every year, review of year's performance will be taken and subject to satisfactory performance, contract will continued for next year.

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



**33) Purchaser's Right to obtain Matching Rate:**

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

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

Bidders may submit their consent of matching with L-1 rate as per proforma (given below) in clause 33 Section –II when called separately in Matching Bid and the matching offer must be valid for complete work period of Tender (3 years or 1 year as per the Tender). The Matching bid obtained from Bidders will be considered by sole decision of MSEDCL as per rank in Price bid next to L-1 in the event when L1 disagrees to accept & execute order or fails in performance of the Tender contract.

Matching Bid Proforma .

**CONFIRMATION FOR ACCEPTING ORDER BY MATCHING RATES WITH LOWEST ACCEPTABLE TENDERER .**

1	Column-A	Column-B			Column-C	Column-D
2	Name of Bidder Agreed for Matching Bid	Lowest Accepted rate in Tender in percentage of Schedule rate (declared by MSEDCL after Price Bid and Negotiation in Tender)			Whether Agreed to Match with L-1 Rate	Validity of Matching Bid offer for entire Tender work period <u>One /Three</u> years beyond Tender validity period.
		Year -1	Year-2	Year-3		
3		XXX *	XXX	XXX	Yes/No	Yes /No

\*XXX – Prices obtained from L-1 Bidder after Price Bid and Negotiation in Tender for respective year 1 , 2 and 3 .

Note :

- 1) In the above confirmation, if the tenderer indicates any rate, then the confirmation given by the tenderer will not be considered as valid.
- 2) Above confirmation for the Quantity (Number of consumers) less than in Price Bid Schedule "B" of the Tender shall not be acceptable.
- 3) The prices indicated in the original offer shall not be considered as valid once offer for acceptance of order by matching rates is given. In the event of withdrawal of offer by matching rates within the Tender validity period, the entire offer against the tender shall become invalid and shall be summarily rejected and the earnest money paid by the tenderer shall be forfeited.
- 4) A tenderer will not be entitled to the benefit of offers by matching rates and will not be considered for orders if his original offer is rejected on the ground of ambiguity or because of not accepting/non compliance of the terms & conditions of the tender.

Signature of the authorized signatory [Tenderer/Bidder] :

Name :

Designation .

## Section – III

### Scope of Work And Technical specifications in Tender

#### 1) Scope of Meter Reading work:

Meter Reading is to be carried out for LT consumers by methods as follows:

- (i) Static type meter and Electromagnetic meter by Mahavitaran Mobile App.
- (ii) Infra-Red (IR) and Radio Frequency (RF) communication mode meters by HHU.

- 1.01 The meter reading procedure is explained in this section from point nos. 2 to 17.
- 1.02 The scope of work of meter reading is governed by Centralized billing system which is started in MSEDCL from 1.08.2018. Under centralized billing the reading date of consumer is fixed.
- 1.03 The Centralized Billing system of MSEDCL includes **Meter reading, Validation of reading & Bill generation** is detailed below.
- 1.04 Readings of all consumers of Sub-Division to be completed within date 1 to 25<sup>th</sup> of every month including Sundays except 26<sup>th</sup> January, 1<sup>st</sup> May, 15<sup>th</sup> August, Holi festival and if required some Important public holidays as intimated in advance by MSEDCL.
- 1.05 The master data for schedule date wise reading job is prepared considering static changes such as Meter replacement, Disconnection type TD/PD, reconnection, NSC, Change of name, etc. fed into system upto one day prior to reading date.
- 1.06 Meter reading agency will be given date wise, time slot wise reading job one day before reading date through web console (e.g. reading job for 1<sup>st</sup> day of month will be given on prior one day in evening).
- 1.07 SMS regarding Meter reading date and time slot will be communicated to consumer on registered mobile nos. one day prior to reading date. Agency will have to carry out meter reading accordingly without deviation, except when allowed in exceptional cases on next day of reading date.
- 1.08 Meter reading agency has to complete reading of assigned job in next two days i.e. scheduled reading date +1 day. This reading job will get automatically closed on next date of scheduled reading date. (e.g. reading job for 1<sup>st</sup> day of month will be automatically closed on 2<sup>nd</sup> day of month.)
- 1.09 All the reading captured in day should be uploaded on server on the same day. **Bulk uploading of reading is not allowed, Meter reader will have to upload the reading data on real time basis immediately after taking reading** otherwise penalty is applicable as per **section –V** for delay in uploading of reading data.
- 1.10 SMS regarding details of meter reading and consumption is given to consumer after meter reading is uploaded to server.
- 1.11 IT System will check and validate the readings uploaded by meter reader at the end of first day. On 2<sup>nd</sup> day, the exceptional reading (mobile App meter readings that do not meet validation conditions in IT system) will be verified with photo of meter reading by outsourced validation team set up by Head office (HO). If reading is corrected as per photo, revalidation will be done otherwise reading will be sent to Subdivision. On 3<sup>rd</sup> and 4<sup>th</sup> day of meter reading, Subdivision will verify reading and if required carry out check reading and upload it on MSEDCL which will be

revalidated on end of 4<sup>th</sup> day. Thus Centralized Billing processes of validation, verification and submission of check reading before Bill generation on 5<sup>th</sup> day will reduce the cases of Incorrect billed and Average billed consumers.

- 1.12 On day 2 , SMS is send to the consumer whose meter reading is not made available by Meter reader or reading not taken (RNT) then these consumers are allowed to upload self-reading to server through Mahavitaran Mobile App within 48 hours.(e.g. on 3<sup>rd</sup> and 4<sup>th</sup> day of month).
- 1.13 All readings received through Meter reader agency or Subdivision validation or self-reading from Consumers is taken up for processing in billing system on 5<sup>th</sup> day.
- 1.14 The bills of all consumer in date wise reading job is generated on 5<sup>th</sup> and 6<sup>th</sup> day of scheduled reading date and consumer bill date will be 6<sup>th</sup> day of schedule reading date.
- 1.15 Centralized Billing system will upload the subdivision wise daily Bill printing files on the web console with access given to Contractor for downloading the bill printing file. Agency has to print generated bills on the same day or within 24Hrs. whichever is earlier. (e.g. on 6<sup>th</sup> day of month)
- 1.16 The Tracking of daily Bill printing will be monitored by concerned subdivision through Mobile App of which report will be accessible on web console for viewing by Division, Circle& Zone. Report will be used for counting delay in printing.
- 1.17 Agency has to start distribution of bills to consumers immediately after printing on 6<sup>th</sup> day of scheduled reading date and complete Distribution of bills within **next 2 days** for Urban area and within **next 3 days** for Rural from bill date. (e.g. 7<sup>th</sup> and 8<sup>th</sup> day of month for Urban area and 7<sup>th</sup>,8<sup>th</sup> and 9<sup>th</sup> day for Rural area.)
- 1.18 Under Centralized Billing system reading of all Residential, Commercial, Public services, Public water works, Streetlight, Others is carried out except LT Ag, LT Industrial >20KW consumers and HT consumers.

**In this Tender scope of work will include following LT consumer upto 20kW.**

Sr. no.	LT consumer category upto 20 KW	Type of meter for recording consumption of Electricity.	Meter reading By Method	Bill Printing	Bill Distribution
1	All categories except Ag. (Division office will not consider the count of below 20 KW consumers of subdivision which are currently read through MRI.)	Static & Electromagnetic	Mahavitaran Mobile App	Yes	Yes
		Infra-Red (IR) communication mode	HHU for IR meter		
		Radio Frequency (RF) communication mode	HHU for RF meter		
2	Ag Metered Urban coming under jurisdiction of Municipal corporation, Municipal Council, Nagar Parishad and Nagar Panchayat where <b>monthly reading</b> is carried out.	Static, Electromagnetic, IR and RF	Mahavitaran Mobile App, HHU for IR meter And HHU for RF meter	Yes	Yes

## 2)Reading of Non- IR/Non-RF meters through Mahavitaran Mobile App: -

MSEDCL has introduced Mobile App for meter reading from September2016 for reading of Static and Electromagnetic meters.

### 2.1The process of Mahavitaran Mobile App reading is as follows:-

- 2.1.1 Meter reader visits the consumer premises and the App captures the location data and ensures that meter reader has physically visited the consumer's premises for taking the meter reading.
- 2.1.2 Meter reader captures the photo of meter through mobile App and immediately punches the meter reading on mobile App and directly uploads to central IT server immediately.
- 2.1.3 **Inform Theft of Electricity :**  
Meter reader / Employee can submit the theft information along with geo-co-ordinate and photograph of theft cases in Mahavitaran Meter reading Mobile App. The meter reader should capture photo/video of the theft or tamper of meter case and submit the same to concerned officer of subdivision/Division.

The App is to be used along with a web portal, i.e. "http://console.mahadiscom.in/Mobile App Web Console" with user id's for MSEDCL employees and Agency users (supervisors and meter readers) for meter reading job creation, validation & reporting activities. While using app, it is necessary to enable data service & GPS services of mobile handset.

### 3) Specifications of Mobile phone for Mahavitaran Mobile App meter reading:

The agency should provide following facilities to their meter reader for Reading through Mobile App.

- (i) A smart phone with Android Operating System (OS 6.0 or above).
- (ii) Internet connectivity like GPRS/EDGE/3G/Wi-Fi/4G etc.

The Mobile Camera to be used for this operation should be 5.0 Mega Pixel or above. **Minimum specification for smart phone** for using MSEDCL App- Android OS version- Android 6.0+, Processor- 1.0 GHz+, Rear Camera- 5MP+, Internal Memory(ROM)- 4 GB+, RAM- 1GB Minimum, Expandable Memory (SD Card Memory) or equivalent additional internal memory(ROM)- 8 GB minimum for meter reading application. The successful Bidders must ensure that sufficient numbers of smart phones with good quality should be provided. Mahavitaran Mobile App (Meter Reading) must be run on handset.

### Update of mobile specifications to be taken from MSEDCL before submitting Tender and as per revisions from time to time.

Meter reader and Bill Distributor who are registered on web console by Agency will be allowed the facility to avail the Mobile services plan provided to MSEDCL employees that is call & data plan having free data usage up to 5GB limit as per Circular CEC/Bandra/Mobility Services/1314 dated 27-09-2018 if they wish to avail of it in their individual capacity. MSEDCL will not take any responsibility of such connections and their payments.

- 4) Reading of IR/RF METERS:** The reading of IR/RF meters invariably carried out through hand held unit (HHU). HHU will be provided to Meter reading Agency by MSEDCL Subdivision. After visiting consumer premises and taking the readings for the day through HHU, meter reader of Agency has to up load IR/RF reading to MSEDCL web console on same day.

**It is allowed to take RF reading through Mobile App till the said RF meter is read through RF-DCU.**

- 5) Training to Meter Readers:** Suitable training will be given by the IT and O&M Division /Subdivision staff of MSEDCL to the representatives, supervisors, meter readers of successful bidder for reading through Mobile App and specially IR / RF meter reading through HHU before start of Tender work.

### 6) Job of Meter reading Agency.

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

6.1.1 SDO/AA/UDC of concerned Subdivision will create necessary username for the agency Supervisor to login to the Mobile App & portal. Supervisor of Agency will assign the daily meter reading jobs of allotted work area to meter readers through MSEDCL web console as per scheduled reading date of Centralized Billing system for taking reading through Mobile App/ HHU . The Area of Meter Readers must be shuffled after every six months.

**No Job can be assigned to Agency and their meter reader until their Aadhaar number and Mobile Number is provided in Mobile App Web console.**

6.1.2 Meter reader will carry their own Mobile or mobile provided by Agency as per specifications with Mahavitaran Mobile App installed, Internet data service and GPS enabled for reading the meters at the consumer premises .

6.1.3 In Mobile App reading method, Meter reader will visit consumer premises, where Mobile App will capture location data to ensure meter reader has physically visited consumer premises. The meter reader will locate the consumer premises as per the DTC number, Meter route sequence and consumer billing address meter given in reading job list through Mobile App Web console.

Agency allowed to paste pre-printed sticker containing 12 digit consumer no. on each meter or meter board or meter box. The sticker should be of suitable small size that will not conceal meter details.

**6.1.4 At consumer premises, Meter reader will confirm whether meter is Normal or Faulty. If meter is showing reading, Meter reader selects “0-Normal” status and captures photograph of the meter through Mobile App with mobile camera lens exactly facing the meter from electrically safe distance. The Photo taken in Mobile App should be so clear that the Meter KWH Reading (while KWH is shown on meter display), Meter Manufacture’s serial No., and Consumer No’s sticker is visible and readable.** Photo of meter taken through Mobile App to be clear and non-visibility of meter reading due to flash-light is to be strictly avoided. Care to be taken while taking clear photo of meter placed inside meter box. **After capturing photo of meter, Meter reader should immediately punch the meter KWH reading in mobile App.**

**If meter display is OFF, then meter reader will first press battery pushbutton. If meter reading is available then meter reading should be taken, otherwise meter is faulty.**

6.1.5 In Mobile App reading where meter reading is possible then Meter reader will select. Meter status code – **0 i.e. Normal** & When meter reading cannot be taken, Meter reader will select the proper meter status as per reason – **1.Faulty, 2.Lock, 5.Inaccessible by taking proper photo of meter or premises.**

6.1.6 For Normal status meter reading, reading displayed in photo of meter must tally with reading punched in Mobile App. For Normal status meter reading, reading displayed in photo of meter must tally with reading punched in Mobile App.

**In future, taking of Photo through Mobile App reading method may be discontinued**

6.1.7 Meter reader will select “**Faulty**” status of meter reading and take photo of meter For Confirmation when meter reading cannot be taken due to reasons as follows:-

- (a) Meter burnt.
- (b) Display damaged.
- (c) No display in spite of pressing Battery button for more than 3 second.
- (d) Meter appears to be failed or not recording consumption.

6.1.8 Meter reader will select “**Lock**” status and take photo of premises for confirmation when meter is installed inside the premises and the premises is found locked at the time of reading.

In cases where complete meter room of housing society is found locked then meter reader has to contact concerned society representative or subdivision officer immediately to avoid Average billing due to lock status.

6.1.9 The meter reader will select “Inaccessible status” of Meter Reading and take photo of premises or meter for confirmation and select the following appropriate reasons:

- a) Owner not permitted.
- b) No meter.
- c) Consumer not traceable.
- d) Opaque meter box.
- e) Natural calamities.
- f) Inconvenient height.

**And From time to time there may be any new procedure, technological/system changes, for capturing Meter Reading as well as consumer data.**

6.2.0 Meter reader will upload the readings to Server immediately on real time basis after reading through Mobile App for which reader will keep data service and GPS of mobile enabled and set Mahavitaran Mobile App in online reading mode and take care to keep mobile battery sufficiently charged to carry out the reading work.

Bulk uploading (batch uploading) of Mobile App reading at one go in the evening will not be permitted. The uploading of readings taken in Offline mode upon availability of network on same day will be allowed only for exceptional poor network areas. The Penalty for not uploading the reading immediately or bulk uploading of reading data later during same day or on next day of reading will be applicable as per **Section V**.

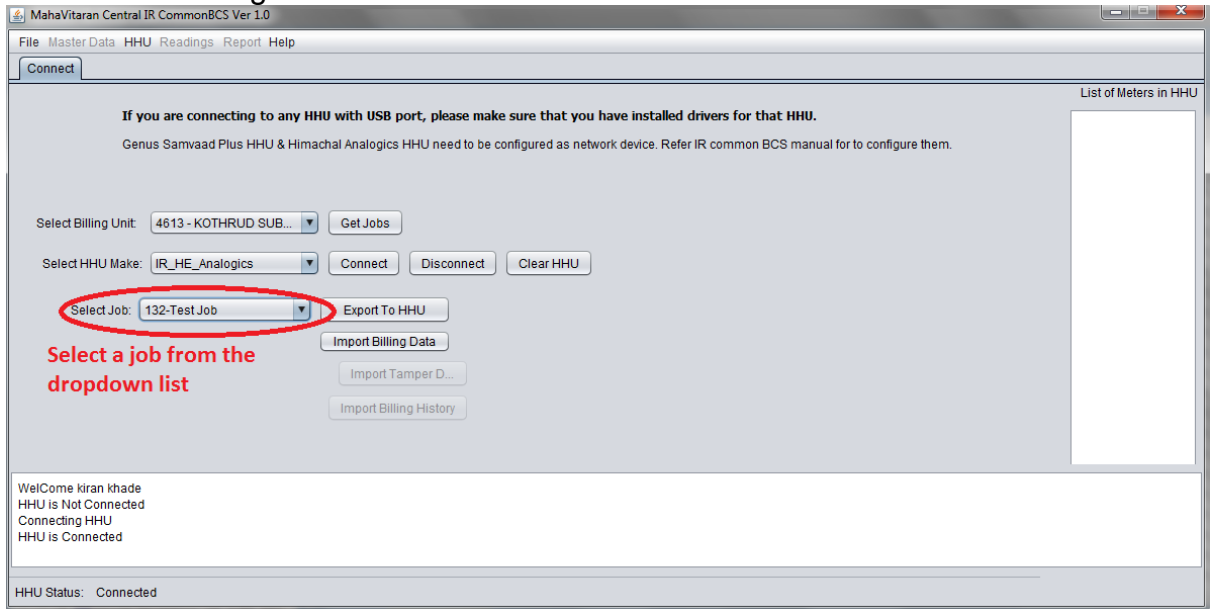
6.2.1 Agency is allowed to carry out Validation of Readings on second day of reading for 6 hrs ( 6.00am to 12.00 PM) so as to rectify the Wrong Reading or wrong meter status and also read the Reading not taken & Lock status consumers in Mobile App if possible. By this provision Agency can avoid penalty caused by any inadvertent error or due to reading not taken.

7) For Reading the IR & RF meters, meter reader will carry the Handheld Unit (HHU) in proper condition, full charge and reading job loaded before starting the meter reading for the day.

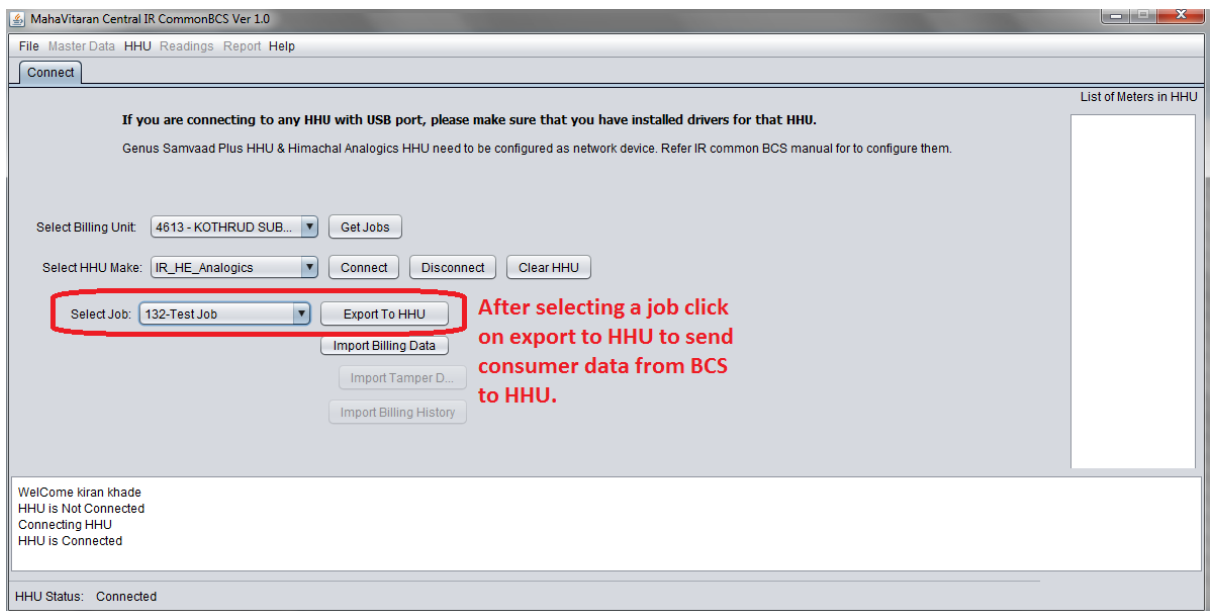
**The reading of IR/R.F. meter shall be taken with Hand Held Unit Device provided by MSEDCL as per specification of IR and RF meter. Agency will make entry of receipt and return of HHU mentioning the HHU details in register maintained at Subdivision. If HHU is damaged then Agency will report to subdivision and if HHU is lost or stolen from custody of Agency, then Agency will lodge FIR at police station and intimate to subdivision.**

7.1.0 The HHU reading job for IR meter reading is uploaded in HHU as follows:-

- (i) Meter reader will connect HHU to computer on which internet facility is available & MSEDCL centralized IR common BCS is installed. The pre-requisites for IR common BCS are Java.
- (ii) Run program “IRCOMMONBCS.jar”
- (iii) Login with user name and password given for Agency.
- (iv) After successful login, billing units allotted for that agency will be displayed onscreen.
- (v) Select the billing unit and click on button ‘Get Jobs’.
- (vi) Now the list of jobs available for meter reading will be displayed on screen. Select the job for which reading is to be taken & select make of HHU.



- (vii) Click on button ‘connect’.
- (viii) Click on button ‘Export to HHU to send the reading job details from BCS to HHU.’



- (ix) Success message is displayed on screen which indicates successful transfer of consumer records (reading job) to HHU.

7.1.1 For IR meter reading, the Meter reader will visit the consumer premises, stand in front of meter and hold the IR port of HHU facing the IR port of meter with maximum distance of 1

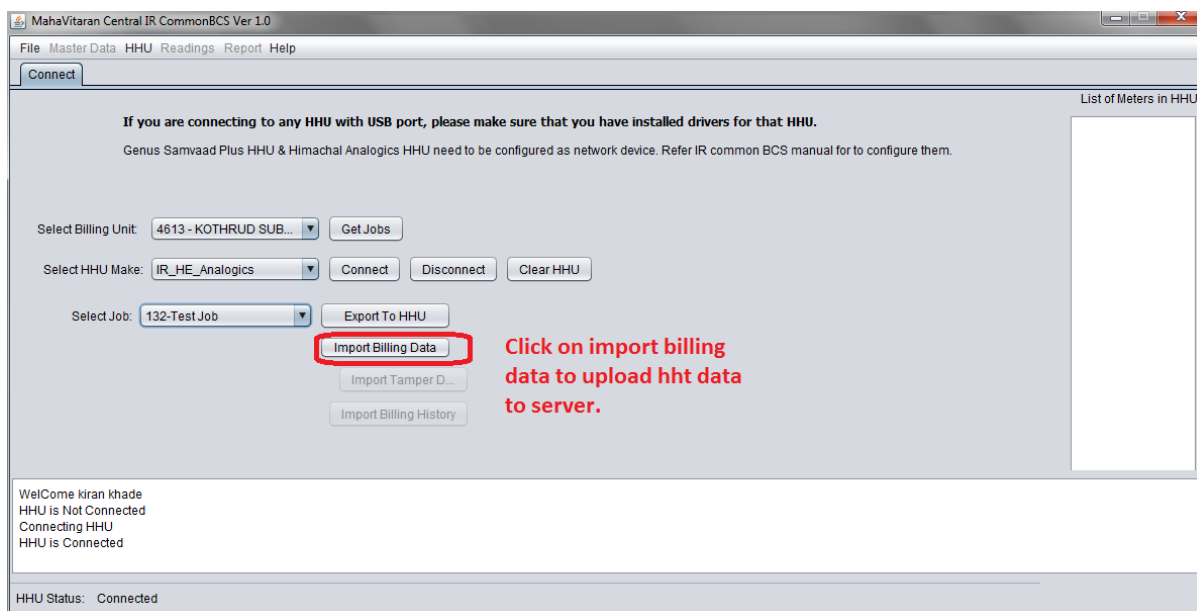
metre. The steps for downloading the readings from IR meters using IR hand held unit is as follows:-

- a) Power on Hand Held Terminal (HHU) by pressing red colour 'power on' button.
- b) Enter password for IR HHU you are using. Password is different for every model of HHT. After successful entry of password, HHU will enter into main menu.
- c) Now stand in front of meter with IR Hand Held Terminal (HHU) with maximum distance of 1 meter.
- d) IR port of HHU is on back side of screen of HHU. IR port of meter is on right hand side of meter. Hold IR port on HHU in front of IR port of meter.
- e) Press button '1' on keypad of HHU. This will select option 'Billing Data' to download billing data. Now HHU will download billing data. Hold HHU in same position until download completes.
- f) After successful downloading billing data, HHU will give two sound beeps to indicate successful downloading of data and long sound beep to indicate download failure.
- g) To download tamper data, press button '2' which will select option 'Download Other Data'. The sub menu will be displayed on HHU screen.
- h) Now press button '2' on HHU keypad. Now HHU will start downloading tamper data. After completion of download, HHU will give two sound beeps to indicate successful downloading of tamper data.
- i) At the end of job completion, verify the statistics displayed under menu 'Statistics' wherein following meter count is displayed.
  - I) Total Meters present in job.
  - II) Total Meters downloaded.
  - III) Total Meters not downloaded.
  - IV) Total Meters downloaded out of job.

7.1.2 For uploading the IR HHU readings to server, the HHU will be connected to Computer having IR BCS programme and internet connectivity.

- (i) Login with user name and password.
- (ii) Select appropriate Billing Unit.
- (iii) Click on get Jobs.
- (iv) Select job from dropdown list.
- (v) Click on import Billing data.
- (vi) HHU data will be automatically uploaded to server.





(vii) Success message is displayed on screen which indicates successful Upload of meter reading data.

7.2.0 For RF meter reading , the meter reader will visit the area of consumer premises within range of maximum 30 metres. Meter reader will identify the meter type which is “6 Low PAN root” of “Zigbee co-ordinator” and download the billing data from RF meter as follows :-

- a) Power on Hand Held Terminal (HHU) by pressing red colour ‘power on’ button.
- b) Enter password for RF HHU you are using. Password is different for every model of HHU. After successful entry of password, HHU will enter into main menu.
- c) Before downloading meter data, identify the meter which is ‘6LoWPAN root’ or ‘Zigbee coordinator’.
- d) Now stand near to RF meter which is ‘root’ or ‘co-ordinator’.
- e) Press button ‘1’ on keypad of HHU if you want to download Zigbee RF meters. Press button ‘2’ on keypad of HHU if you want to download 6LoWPAN RF meters. Then HHT will enter into main menu.
- f) Now press button ‘2’. Then HHU will move to next screen.
- g) Thereafter press button ‘1’ to select option ‘Manual Download’.
- h) Press button ‘2’ again. Now list of ‘root’ meters or ‘co-ordinator’ meters will be displayed.
- i) Select the ‘root’ meter for which data to be downloaded.
- j) Now HHU will download billing data from all RF meters available in the RF network, one by one.
- k) After successful downloading billing data, message will be displayed on HHU screen.
- l) To download tamper data, press button ‘2’ on main screen.
- m) On next screen, press button ‘3’.
- n) Now enter meter serial number for which tamper data to be downloaded.
- o) HHU will download tamper data from that meter. After successful download of meter, message will be displayed on HHU screen.

7.3.0 The HHU reading of IR/R.F. meters should be uploaded on Web console as per instructed procedure. After completion of 1000 consumers or less readings in Single HHU, Meter reader will upload HHU data of IR & RF meter through web console login after reading batch of 500 to 1000 consumers per HHU immediately and then take up next batch or next area of reading with intimation to Billing officers of Division/Subdivisions i.e.

(UDC/AA/AE/DyEE/Add.EE) who will monitor the progress of reading jobs for the day in Web console.

**If Meter reader cannot upload reading data taken in HHU of IR & RF meters after completing 500 to 1000 readings as per determined limit of consumer batch size then it will be allowed till end of the second (2<sup>nd</sup>) day up to 5.30 p.m.**

7.4.0 The reading of IR and RF meter will have to be carried out through HHU only otherwise if reading is taken in Mobile App then reading data will be flagged and penalty applicable as per Service Level Agreement (SLA) in **Section V** will be automatically deducted from the Agency's payment amount. The consumers whose readings are not obtained through HHU on first day will be allotted as Mobile App reading job on 2<sup>nd</sup> day. In future, IR/RF meter reading through Mobile App will be disabled.

7.5.0 Agency will take Mobile App photo meter reading of IR/RF meters which are not communicating with HHU and doing all the works as prescribed above under intimation & permission of concerned subdivision

**8)** The clause of Incentives for carrying out Incentive based activities shall be completely withdrawn. No incentives will be provided to the Agency /Meter reader/ Bill Distributor.

8.1.1 Meter of every consumer to be read on scheduled date of Centralized Billing or Billing program (+1 day tolerable) for scheduled billing cycle. In case of Quarterly billed consumers the meter reading will be carried out every quarter once in 3 months as per meter reading schedule given. It is probable that billing cycle of Quarterly may be changed to bimonthly or monthly any time during the contract period for which Agency will be informed for meter reading.

8.1.2 Visitor entry should be made in Visitor's Register of Society/premises wherever maintained. Meter reader will display Identity card bearing sign and seal of Agency authority at the time of visit of consumer premises.

8.1.3 Web console reading Job status report will be considered only for making payments. Agency should carry out timely meter readings of the entire consumers allotted for meter reading work as per reading schedule of Billing during the contract as per conditions of work order awarded.

8.1.4 The Agency will carry out the reading work during day time 8:00 to 17:30 Hours in Urban and Rural areas. Agency must ensure that the work of Meter reading shall be scheduled in such a way that the period of load shedding in the particular area is avoided.

8.1.5 While taking meter reading if any illegal connection or unbilled consumer is found which is not found in the allotted Job list. The details of meter, location & reading of that meter will be informed through Web console or Mobile App. This will be a one time job. Photos of address locations of Non Traceable consumers with location should be submitted and informed to Sub-Division as well as Division Office.

8.1.6 In case Agency finds incorrect Day group or mismatched BU of consumers, then after due verification, he should submit correct Day group, address of consumer to concerned Subdivision Officer (SDO). Subsequently SDO should correct the same before next billing cycle.

**9) Reading Not taken by Meter reader** –The Reading job is to be completed in totality by the Agency on scheduled day. e.g. A job containing 50 consumers should be submitted with 50

**readings only.** If less than Total readings are submitted by meter reader in the job then the remaining will be treated as without reading –“Reading not taken.” for which no charges will be paid and penalty will also be deducted from monthly payment bill as per **section V**.

- 10) The scope of meter reading work shall cover the consumers existing as on the date of award of the contract and in further period of contract shall also cover the new consumer's added and other category of consumers in MSEDCL. The Count of RF meter will increase progressively, in future it is expected that RF reading will be read through RF-DCU due to which work of RF meter reading will correspondingly decrease.
- 11) Agency has to deploy manpower considering prescribed norms for meter reading per day per meter reader in urban /rural areas +5% contingency considering the Total number of Subdivision consumers allotted to Agency for reading on the day as per Centralized Billing reading schedule.
- 12) The Agency shall not entrust the work on sub contract, transfer or assign the contract or any part thereof to any other party without consent / permission of MSEDCL competent Authority . In case if it is not followed it will be treated as breach of contract and contract will be terminated at contractor's risk and cost.
- 13) The Agency must arrange their own Transport for manpower and Staff engaged in meter reading, collection of pre-printed stationary, delivery of printed Bills to Subdivisions, collection of printed bills for Distribution, Bill distribution to consumer along with the required material, equipment, mobile, etc. including HHU provided by MSEDCL. Hence Agency must consider all such costs at the time of quoting the rates in Tender.
- 14) If it is noticed that the bogus readings are shown without visiting the consumer's premises & such bills are issued to consumers, FIR will be lodged against meter reader or Agency as found in the case. The Penalty of entering Bogus/Wrong reading will be recovered as per **Section-V** of Tender.
- 15) If Agency or its staff i.e. (individual meter reader /bill distributor ) if found involved in any fraudulent practice being carried out by them , then Agency as well as individual will be liable for action on both fronts, i.e. civil (financial losses) & criminal (forgery, involvement/abetment in theft etc.).
- 16) **If any malpractice, fraud, bogus reading , intentional wrong reading is found ,then the case will examined, the say of the Agency shall be considered before proceeding for FIR and prior approval in writing of Zonal Chief Engineer will be taken before lodging FIR against Agency.**
- 17) Agency shall indemnify MSEDCL against any liability or damages from any wrong, fraudulent acts, crime committed by persons employed in Agency during execution of the contract work .Serious action shall be initiated against the Agency if any of the official & staff engaged by it misbehaves with consumers/ MSEDCL officials or gets into any act which may hamper the image of MSEDCL and causes any financial loss to MSEDCL.

### **18) Scope of work for Printing of LT bills:**

- 18.1 After the Bill generation, MSEDCL-IT will upload the Bill printing files on Web-console. MSEDCL will provide Bill file in PDF format only. Agency will have to use suitable bandwidth to download the same. After printing of bill file, Agency should intimate to Distributor and AA/SDO of concerned Subdivision about completion of printing of Bills and handover/Delivery printed Bills through Web console for respective PDF file.
- 18.2 **After Bill printing PDF file is made available on Web console, Printing Agency will print and deliver the Bills to AA/SDO of concerned Subdivision within 24 Hrs.** Meter reading,

Bill Distribution & Bill Printing work will have to be carried daily including Sundays except 26<sup>th</sup> January, 1st May, 15<sup>th</sup> August, Holi festival and if required some Important public holidays as intimated in advance by MSEDCL.

- 18.3 Agency will be required to carry out Printing of Bills that is variable billing data on both sides (front & back) of the pre-printed LT Bill stationary provided by MSEDCL in first year. From second year, scope of Bill printing work may be discontinued for which one month prior intimation will be given.
- 18.4 The Agency will install /own/hire or lease Laser printers at one or more printing locations in concerned Sub-division or Division Area so as to ensure prompt timely delivery of bills to consumers.
- 18.5 The Printing sites will be established and managed by the Agency by arranging on their own all the machinery, printers, Standby printers, material, manpower, Electricity, standby power supply, Internet and Information Technology, etc. MSEDCL reserves the right to carry out inspection of printing set-up before placement of order and during the execution of contract at any time as deemed fit. The work of Printing Bills has to be executed by the Agency itself and no work or part shall be sublet to subcontractor.
- 18.6 The Agency shall obtain from MSEDCL O & M Sub-Division sufficient pre-printed LT Bill stationary required for Monthly Bill printing and inform shortage well in advance during the contract period. The Agency shall arrange to collect the pre-printed stationary from concerned Sub Division /Division office as per requirement.
- 18.7 The Agency shall make use of Laser Printers for Bill printing. (Details of Printers specifications and daily capacity to be submitted by the Bidder in the Tender). The Agency will require setting up printing machinery considering the daily total work received for printing of Bills in month for entire Subdivision consumers billed.
- 18.8 The Agency shall print the variable Bill data with fonts in English & Marathi language, Bar code, QR code, MSEDCL messages to consumers as per the MSEDCL format and design approved at the start of contract. During further period of contract when Bill format, design and colour are revised by MSEDCL, Agency will have to make necessary changes on same rate terms and conditions of the contract.
- 18.9 The Agency should be capable of handling increased print load without affecting the Distribution time specified.
- 18.10 The Quality of print should be clear, visible, no ink spread and with 100% readability of bar code, QR code, etc. In case need arises, MSEDCL will depute a person to monitor the printing of bills. The Printing of variable Bill data should be properly aligned. For any misalignment by which the numeric figures of bill data are printed outside respective field or bill data figures are not legible due to over-printing. One Sample each of proper and improper printing alignment is enclosed in Tender at **Section X**.
- 18.11 After Bill printing PDF file is made available on Web console, Agency will print and deliver the Bills to AA/SDO of concerned Subdivision within 24 Hrs.

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

stationary consumed for Bill printing work.

### Scope of work for Bill Distribution Activity.

- 19.1 Upon receipt of Bill Distribution job in Web console, Agency has to arrange to **immediately** collect the Printed bills from concerned Subdivision and start distribution of bills to consumers or consumer premises immediately so as to complete Distribution of bills **within two days/48 Hours for Urban area and within three days/72 hours for Rural from receipt of printed Bills**. After Bill Distribution to consumer/consumer premises, Bill Distributor will **immediately** update status in Web console "Distributed" for respective Bill group.
- 19.2 If any complaint is received from consumers on MSEDCL customer care / website/portal that they had received the bills after prompt payment date or they have not received the bills for the month, then penalty as per Service level Agreement (SLA) in **Section-V** will be deducted from the Agency's bill.
- 19.3 Agency has to deploy manpower considering prescribed norms to ensure 100% Bill Distribution is completed within allowed 2 days for Urban area and allowed 3 days for Rural area +5% contingency considering the Total number of consumers allotted to Agency for Distribution on the day.

**Bill Distribution time up to within four days/96 hours from receipt of printed Bills will be allowed only for remote tribal and hilly locations in rural areas notified by respective Subdivision offices and Subdivision office will tag such consumers in IT system.**

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

- 20.1 Concerned B&R Staff of Sub-division and Division will sort out all the problems arising to Meter reading Agency regarding Mobile App /IR/RF reading.
- 20.2 Agency shall inform Sub-division wise details of Supervisor & Co-ordinator details of Meter Readers and Bill Distributors i.e. Name, Mobile No, address, Aadhar No. for co-ordination with Sub Division and Division. Agency will inform the contact details of co-ordinators /supervisors assigned/appointed at printing sites.
- 20.3 MSEDCL B&R Staff of Sub-division and Division will carry out independent checks like 5% check reading on the work allocated to successful bidder and any action in contradiction to the work order will be dealt strictly as per law, liable for termination of contract.
- 20.4 The work of Bill printing carried out at printing sites of Agency will be inspected at random for print quality and delay time by sub-division or Division B&R officer. Bill printing will be tracked and monitored through web console for follow-up and to avoid delay.
- 20.5 For monitoring of delay in Bill Distribution and Non Distribution of Bills, system generated SMS will be sent to random sample of monthly rotated different consumers. If it is found that Bill Distribution is carried out beyond time frame (48 /72 Hrs.) or there is complaint registered regarding Bill not received or Delay in Bill receipt submitted by consumer through Mobile App, Web self-service of MSEDCL website or MSEDCL Helpline no / Customer care no will be counted.
21. The quantity of consumers may increase due to addition of new consumers or decrease due to permanent disconnections. The quantity may also vary on account of on-going contracts of meter reading, billing etc. in the respective Sub-Division. In such case, only after the completion of the on-going contracts, the quantity may be allotted to the successful bidder. Successful bidder must take into account such possible variations for bills. The scope of work

in Tender may be affected by advancement in Technologies implemented in MSEDCL like RF meter reading through DCU and Go-Green Bill facility as availed by consumers.

## **22. Contractor's Staff Details and Consumer Billing Data required for Tender work:**

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

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

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

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

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

**22.6 It will be mandatory for Meter Reading / Bill distribution employees of Agency to display the Identity card issued by MSEDCL.**

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

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

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

22.10 The Consumers Data for Meter reading, Bill printing and Bill Distribution will be provided to agency through Web Console. The Agency will have to carry out preliminary geographical survey of the Area covered in Tender to avoid delay in carrying out work of Tender.

22.11 Agency will have to make own arrangement for their Meter readers and Bill distributors of Transport, Mobile and Computer with Internet connection, which is required for logging on MSEDCL web-console for assigning daily sub division meter reading jobs to meter readers. Also other required instruments, machines, computers printers along with necessary consumable will have to be arranged by Agency except for HHU.

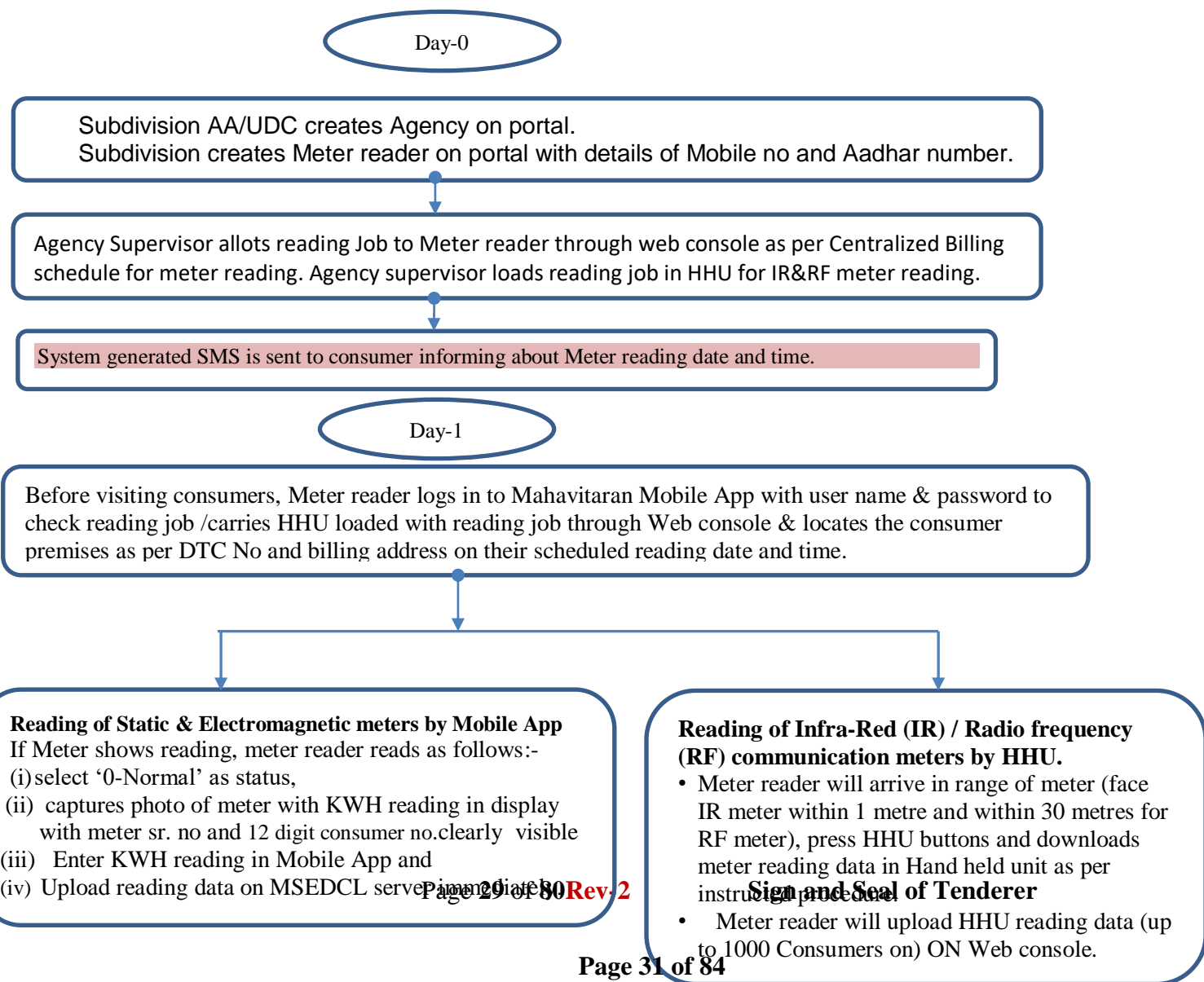
## **23) Safety Provisions:**

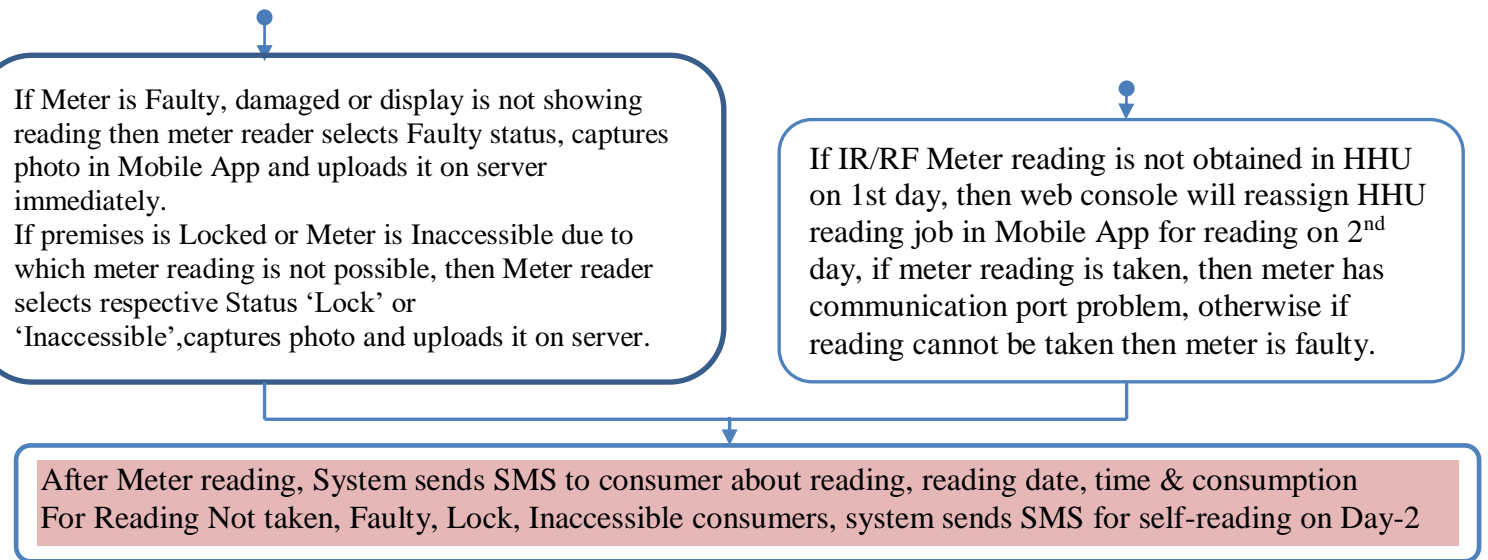
23.1 Adequate precautions shall be taken to prevent danger from electrical HT/LT installation. The Agency shall provide necessary personal safety equipment maintained in proper condition to protect his staff from accidents during working at site. Agency shall be bound to bear expenses for defence of every suit, action, other proceedings by law that may be claimed by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which will be imposed in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

- 23.2 When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid, treatment of all injuries likely to be sustained during the course of the work.
- 23.3 Persons responsible for ensuring compliance with the safety provisions shall be named therein by the contractor.
- 23.4 To ensure effective reinforcement of the rules and regulations relating to safety precautions arrangements made by Contractor shall be open to inspection by MSEDCL Representative.
- 23.5 Should any accidents, fatal or otherwise occur, a detailed report about the same shall be made promptly by the contractor to the Sub Division Engineer. The contractor should at all time during the work keep the M.S.E.D.C.L. fully indemnified against all risks, claims, litigations and financial burdens arising out of all incidental operations on work and accidents.

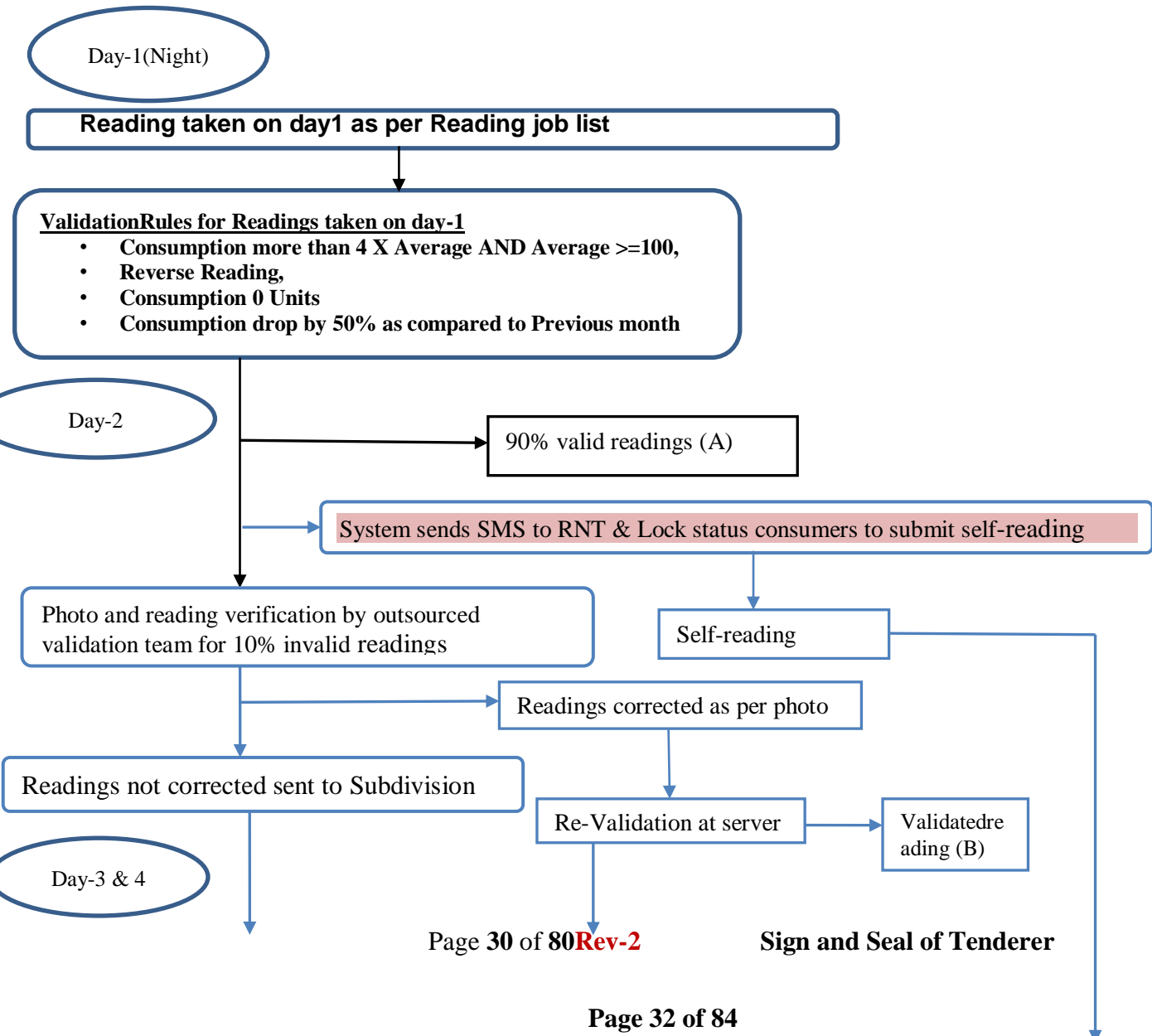
The process flow chart for sequential scope of work activities–Meter Reading, Bill Printing and Bill Distribution to be carried out is detailed in following **Annexure-1**.

**Annexure- 1: Process Flow chart for Scope of work Activity  
Process Flow for Meter Reading By Meter Reader of Agency**

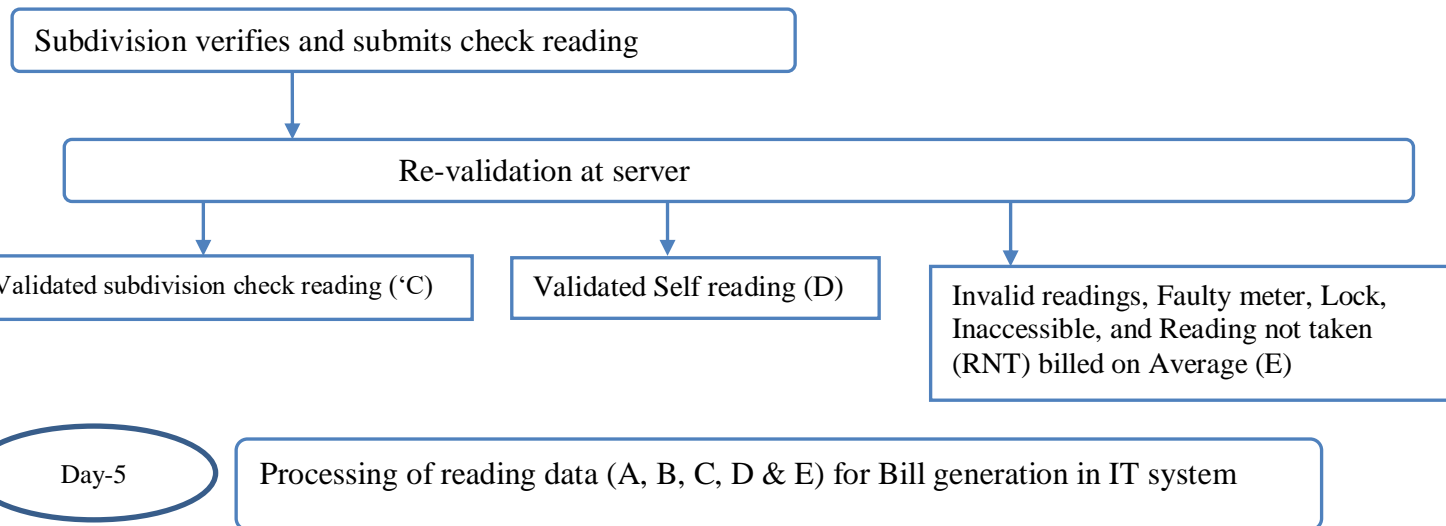




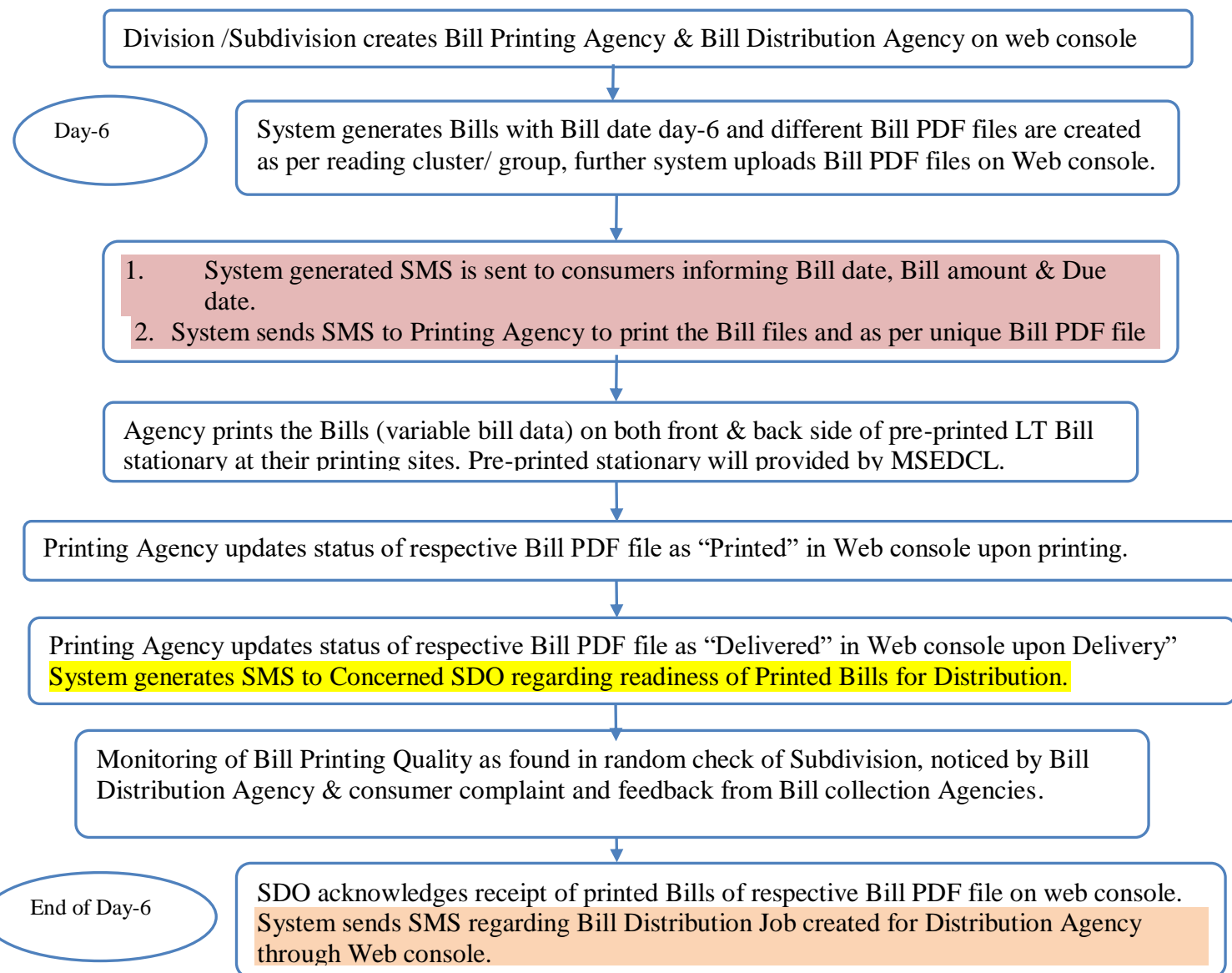
**Process Flow for Reading Validation and Bill Generation at MSEDCL end**







### Process Flow for Bill Printing and Bill Distribution



Consumer Data Sheet of Subdivision and Daily Reading schedule of LT consumers upto 20kW (Excluding quarterly billed AG consumers).

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

Consumer Category below 20KW	Total live Consumers of Subdivision as on date	Breakup of consumers as per type of meter and Urban/Rural Area					
		IR meter to read by HHU		RF meter to read by HHU *		EM+Static to read by Mobile App	
		Urban	Rural	Urban	Rural	Urban	Rural
RCI (Division office will not to consider the count of below 20kW consumers of subdivision which are currently read through MRI.)	34651	N.A.	N.A.	N.A.	N.A.	34651	N.A.
Other Non Ag (includes PWW, Streetlight, Public services, Others, etc.)	181	N.A.	N.A.	N.A.	N.A.	181	N.A.
Ag Urban consumers coming under jurisdiction of Municipal corporation, Municipal Council, Nagar Parishad and Nagar Panchayat where monthly meter reading is carried out	2	N.A.	N.A.	N.A.	0	2	N.A.
<b>Total</b>	<b>34834</b>	<b>N.A.</b>	<b>N.A.</b>	<b>N.A.</b>	<b>N.A.</b>	<b>34834</b>	<b>N.A.</b>

*\* The Count of RF meter will increase progressively, in future it is expected that RF reading will be read through RF-DCU due to which work of RF meter reading will correspondingly decrease.*

The number of consumers above is as on 31.01.2023 is tentative and may vary (increase or decrease).

**Tentative daywise reading Programmed for the Sub Division**

Day of month	No of readings on the day	Day of month	No of readings on the day	Day of month	No of readings on the day
Day-1	5701	Day-11	0	Day-21	3508
Day-2	4342	Day-12	0	Day-22	0
Day-3	2944	Day-13	0	Day-23	0
Day-4	0	Day-14	0	Day-24	66
Day-5	0	Day-15	0	Day-25	0
Day-6	2675	Day-16	0	Total	34834
Day-7	5499	Day-17	0		
Day-8	3611	Day-18	0		
Day-9	0	Day-19	0		
Day-10	0	Day-20	6488		

\*- Subdivision will allot day wise reading job to Agency.

## SECTION-IV Terms and Conditions of Tender and Contract

### 1. EFFECT OF CONTRACT.

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

### 2.CONTRACT PERIOD AND TIME THE ESSENCE OF CONTRACT.

The Agency will have to execute the Contract for the work awarded for the **Contract period of 36 months or 3 years and 12 months or 1 Year (RF DCU Town Subdivision where more than 60% consumer will be read through RF-DCU)** from date of Commencement as Notified in the Award of Contract.

The decision of the Employer (Tendering Authority of MSEDCL) in connection with operating schedule and instruction will be final and binding to the Agency. After completion of every year, review of year's performance will be taken and subject to satisfactory performance, contract will extended for next year.

**For Subdivisions where RF-DCU installation for Meter reading is under progress, Subdivisions will float One year Tender where number of consumers that will be covered by RF-DCU is more than 60% of Subdivision Tender consumers. In these Subdivisions , Agency will be awarded work for contract period of 12 months or 1 year only.**

### 3. PERFORMANCE SECURITY DEPOSIT.

The Agency (successful bidder whose bid is accepted by the Company for issue of award for the Tender work) shall have to furnish Performance Security Deposit **@ 5% of average one year value of contract** in Indian Rupees in the form of Bank guarantee in the Tender prescribed format from any Indian Public sector/ Private Sector, Scheduled Bank in favour of "Maharashtra State Electricity Distribution Company Limited ", payable at Gandhibag office of MSEDCL within 15(Fifteen) days from the date of Letter of Award. The Unconditional Bank Guarantee towards Performance Security Deposit shall be valid for entire Contract period of 3 years plus 6 months claim period.

Agency will have to pay additional Performance Security deposit if additional work order is issued later. Agency shall agree to extend the Bank guarantee if required in future. If Contractor firm fails to make payment of Performance Security Deposit within 15 days as above then the contract awarded shall be liable to be terminated at the risk and cost of the Agency and Agency shall be solely responsible for the consequences arising out of such termination.

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

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

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

#### **4.PERFORMANCE OF CONTRACT.**

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

#### **5. INSURANCE /RISK COVER.**

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

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

#### **6. TERMS OF PAYMENT.**

**Performance certificate of monthly work shall be mandatory for payment. In case the Performance for the month is declared Unsatisfactory by concerned Division and Circle then payment for the month will be withheld till Proposal confirming the improvement of Performance in subsequent months is approved by respective Zonal Chief Engineer.** After satisfactory completion of the works on monthly basis, Agency shall submit monthly invoices online for the Tender work done of Meter reading, Bill printing, Bill Distribution taken in a month. System generated report shall be confirmed by MSEDCL office.

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

- I. Exceptional readings found in IT validation
- II. IR/RF meter reading not taken by HHU
- III. Photo of meter is not taken in Mobile App

- IV. Consumer meter reading not taken (RNT)
- V. Delay in uploading of reading
- VI. Delay in Bill printing & etc as per tender document

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

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

100% payment will be made **through Centralized Payment system** within 45 days after the monthly work is executed subject to it is found that all contractual formalities are complete and Bills are submitted along with requisite documents.

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

Work is to be measured as per standard procedure. The Agency shall be directly responsible for payment of wages to their workmen. Payment shall be done as per the actual meter reading through mobile apps/HHU uploaded in server along with photo, quality bill printing & bill distribution within time frame.

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

#### **7. LIQUIDATED DAMAGES: (Other than PENALTY in Section V)**

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

**Agency will be liable to penalty of 10 % of bill amount of monthly meter reading, Bill printing and Bill Distribution work if Tender work is delayed, not satisfactory or not executed and system calculated penalty is 10% to 30%. If system calculated penalty is above 30% the agency will be liable for penalty of 25% of total monthly bill amount. Agency will be liable for Termination if calculated penalty is more than 10% for more than 2 occasions in one financial year.**

**In addition to above If the Agency fails to execute the work in time, the same will be got executed through other agency at Agency's risk and cost will be recovered from Agency.**

**In case Hon. Regulatory Commission/Ombudsman/tribunal or Court of Law penalizes MSEDCL, levies fine/penalty on account of non-compliance of standard of performance with respect to Energy bill issued to consumer under this contract (delay or wrong bill or other billing reason). The decision about fixing the responsibility whether MSEDCL or Agency is responsible for the default **may be decided by Billing & revenue section at corporate office.** The Agency may be held responsible on default and amount of default imposed by **Hon. Regulatory Commission/Ombudsman/ Tribunal or Court of Law** may be recovered from Agency. The recovery of amount under this clause will be in addition to penalty mentioned under section IV, clause 7A.**

**If repeated mistakes are observed against the same agency, this shall be treated as utter failure of it and FIR will be filed/contract shall be terminated with Debarring of Firm as per Debar Policy and Procedure of MSEDCL.**

**After Debarring of Firm , the Director , Partner or Meter Reader of the firm will not be allowed to participate directly or indirectly in any Tender or work related to Meter Reading for the Debar period.**

**8.Defect Liability Period:- Defect liability period should be (36+6)= 42 months for 3 Year Contract and (12+6)= 18 months for 1 Year Contract date of LOA.**

## **9. OTHER IMPORTANT GENERAL TERMS AND CONDITIONS.**

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

## **10. GUARANTEE.**

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

### **11. Communication and Notices.**

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

### **12. CONFIDENTIALITY OF CONTRACT.**

The Agency shall treat the contract and everything contained therein as private and confidential. In particular, the Agency shall not publish any information, drawings or photograph concerning the works and shall not use the sites for the purpose of advertising without written consent of MSEDCL and subject to terms and conditions as he may prescribe. The Agency shall have to maintain the confidentiality of the billing information provided by the company. Leakage of the same is liable to be treated as breach of contract.

### **13. Indemnity against Liability.**

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

### **14A. TERMINATION OF CONTRACT**

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

contract. **If Normal billing goes down below 90% for continuous three months, and then Competent Authority can take a decision for termination of contract.**

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

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

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

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

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

- a) To recover from the Agency, Liquidated damages and Penalty as mentioned in the **Section V** for Penalty, **AND / OR**
- b) To cancel the contract reserving MSEDCL's rights to recover damages.

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

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

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

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

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

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



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

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

If Agency either repeatedly fails to complete the allotted work as per schedule or fails to rectify major defects notified and to maintain quality of work or continues repeating the same defects and further again in any subsequent orders/work contracts issued, either partly or completely or found to have committed deception, fraud or misconduct or any other act which is not in the interest of MSEDCL thereby violating the provisions of tender/contract conditions; then in such even the MSEDCL reserves every right to take penal actions which may, inter alia, include termination of the contract and/or debarring the tenderer from participating in future tender/tenders for maximum up to 5 years and in exceptional cases the cumulative period for debarring may be extended up to 10 years and area of debarment is for entire MSEDCL along with any penal action as deemed fit for recovery for liabilities as stated in the tender document. In case of failure on part of successful bidder at any stage of tendering and execution, the bidder/ contractor may be debarred as per MSEDCL debar policy provided on MSEDCL website link.

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

## **16. Legal.**

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

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

## **17. Force Majeure:**

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

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

## 18. DISPUTE RESOLUTION BEFORE ARBITRATION.

### Settlement of Disputes:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Executive Engineer.

#### a) Dispute Resolution Committee:

A three Member Dispute Resolution Committee shall be constituted with one member representing the bidder & the two members of MSEDCL (including one member from Account Department). The Committee shall (within 120 days) after receipt of the contractor's representation make and notify decisions of all matters referred to by the contractor in writing. In case the Dispute resolution committee fails to resolve the dispute, the matter shall be resolved by arbitration as stipulated under the Arbitration Act 1996.

#### b) Notices:

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

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

<p>Executive Engineer          Maharashtra State Electricity Distribution Co. Ltd.          Gandhibag Division, Near Chhapru Nagar Square, Beside Ambedkar Garden,          C.A. Road,          Dist.-Nagpur, Pin-440008,          Telephone: 9607926436          Email: eegandhibag@gmail.com</p>
--

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

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

- i. If, after thirty (30) days, the parties have failed to resolve their dispute by such mutual consultation, then either MSEDCL or the Contractor may give notice to the other party of its intention to commence arbitration, as

hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- ii. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced at any time during the validity of rate contract.
- iii. Arbitration proceeding shall be conducted in accordance with the rules of procedure specified.

**d) Arbitration Procedure:**

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

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

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

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

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

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

**19. CORRESPONDENCE.**

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

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## SECTION – V

**Penalty applicable for Non-compliance of Tender conditions**

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

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

2. Penalty in Tender:

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

**2.1 Penalty For Meter reading work:**

Sr. No.	Details of Default or work not carried out as per Tender forming part of Service level agreement.	Penalty to be applicable
1	<p>If Meter reader takes reading of IR/RF meter in Mahavitaran Mobile App without MSEDCL permission.</p> <p><b>It is allowed to take RF reading through Mobile App till the said RF meter is read through RF-DCU .</b></p>	40% monthly rate of Mobile App reading per consumer.
2	<p><b>If photo of KWH reading in Meter uploaded by Agency is not clearly visible and the photo is rejected during photo verification.</b></p> <p><b>Irrespective of the meter installation position it will be the sole responsibility of Meter Reader to capture clear KWH reading photo &amp; enter correct reading in Mobile App. All relevant care such as cleaning of meter display , use of accessories to capture photo from proper distance / angle will be ensure by reader at Agency's cost.</b></p>	50% of monthly rate of Mobile App reading per consumer.

<p>3</p>	<p>If Meter reader enters Wrong reading in Mahavitaran Mobile App and it is found in Validation. And Or If Meter reader enters wrong meter status in Mahavitaran Mobile App and it is found in Validation or at the time of subsequent bills.</p>	<p><b>Penalty:</b></p> <table border="1" data-bbox="992 163 1469 541"> <tr> <td>Total Percentage of Wrong reading and Wrong meter status work in the billing month of reading taken</td> <td>Penalty applicable @monthly rate of Mobile App reading per consumer.</td> </tr> <tr> <td>Upto 0.25%</td> <td>No Penalty</td> </tr> <tr> <td>0.25% to 0.50%</td> <td>5 times</td> </tr> <tr> <td>0.50% to 1%</td> <td>10 times</td> </tr> <tr> <td>Above 1%</td> <td>50 times</td> </tr> </table> <p>The percentage of Wrong reading will be reviewed every month and if trend of wrong reading is found to be increasing with no improvement , then show cause notice will be issued to Agency on the basis of monthly/quarterly report .</p>	Total Percentage of Wrong reading and Wrong meter status work in the billing month of reading taken	Penalty applicable @monthly rate of Mobile App reading per consumer.	Upto 0.25%	No Penalty	0.25% to 0.50%	5 times	0.50% to 1%	10 times	Above 1%	50 times
Total Percentage of Wrong reading and Wrong meter status work in the billing month of reading taken	Penalty applicable @monthly rate of Mobile App reading per consumer.											
Upto 0.25%	No Penalty											
0.25% to 0.50%	5 times											
0.50% to 1%	10 times											
Above 1%	50 times											
<p>4</p>	<p>If Meter reader enters wrong reading in Mahavitaran Mobile App and it is found in Check reading.</p>	<p>If in Check reading it is found that Reading entered by Meter reader is wrong then Penalty of 1% Monthly Bill will be charged if error percentage is more than 5%. Further If errorpercentage is found more than 10% then notice forcontract termination to be issued.</p>										
<p>5</p>	<p>If Meter reader does not take Reading (RNT)of consumers after initial 2 month of contract</p>	<p>Penalty for first two months will be @ 50% of the monthly rate of Mobile App reading per consumer. After two months as above (Rs 10 per consumer / month).</p>										
<p>6</p>	<p>If Meter reader does not upload reading taken in Mobile App immediately or carries out bulk/batch uploading of reading data on same day.</p> <p>Meter reader does not upload reading data taken in HHU of IR&amp; RF meters after completing 500 to 1000 readings as per determined limit of consumer batch size <u>then it will be allowed till end of the second (2<sup>nd</sup>) day up to 5.30 p.m.</u></p> <p><b>*Subdivision officer will certify areas having network connectivity problems and tag such consumers in IT system for relaxation of</b></p>	<p>Rs. 1.00 per consumer reading.</p>										

	<b>penalty to Meter readers facing difficulties in immediate uploading of meter readings.*</b>	
7	Uploading of Mobile App reading data on next day of reading. <u>Uploading HHU reading of IR &amp; RF meters after second day of reading date.</u>	Rs. 1.50 per consumer reading.
8.	If Consumer is billed on Average basis except lock , No meter , Meter change status for more than 2 months.  However for these status also (lock, No meter, Meter change) meter reader will have to upload the photos of site conditions showing Door lock/ No meter / Meter Change.	Rs.10 per consumer /month
9.	If meter is declared faulty by Meter Reader& subsequently it is found normal during field verification	@ Rs.10 per consumer /month

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

Agency is allowed to carry out Validation of Readings on second day of reading for 6 hrs ( 6.00am to 12.00 PM) so as to rectify the Wrong Reading or wrong meter status and also read the Reading not taken & Lock status consumers in Mobile App if possible. By this provision Agency can avoid penalty caused by any inadvertent error or due to reading not taken.( provision is also mentioned at Section –III ,clause 6.2.1)

### 3.1 Penalty for Bill Printing work.

Sr.No.	Details of Default or work not carried out as per Tender forming part of Service level agreement.	Proposed Penalty to be applicable
1	After Bill printing PDF file is made available on Web console, Agency will print and deliver the Bills to AA/SDO of concerned Subdivision within 24 Hrs.	Rs. 0.10 per Bill per day
2	The Printing of variable Bill data should be properly aligned. For any misalignment by which the numeric figures of bill data are printed outside respective field or bill data figures are not legible due to over-printing.	Rs. 0.05 per Bill
3	If printing of Bill is not clear, faintly visible, having ink spread, bar code /QR code is not readable and figures of reading data and various Energy charges and Bill amounts in Rs. is slightly legible.	Rs. 0.05 per Bill
4	If Agency wastes Pre-printed stationary supplied by MSEDCL by more than 2%.	Rs 0.47 per wasted bill (MSEDCL procurement cost including GST) after

		accounting the excess stationary demanded by Agency.
--	--	--

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

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

Sr. No.	Details of Default or work not carried out as per Tenderforming part of Service level agreement.	Proposed Penalty to be applicable
1	<b>If Bill is not distributed to consumer within Two days/48 hrs (Urban area) and Three days/72 Hrs(Rural area) from receipt of printed bills.</b>  <b>Bill Distribution on up to within four days /96 Hours from receipt of printed billswill be allowed only for remote tribal and hilly locations in rural areas notified by respective Subdivision offices and Subdivision office will tag such consumers in IT system.</b>	Rs. 0.10 per Bill per day
2	Non Distribution of Bill to consumer/consumer premises.	Rs. 2.00 per Bill

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

4.3 The penalty for any default in work as per section V of the tender contract for Meter reading, Bill printing and Bill Distribution will be calculated for Performance monitoring but will not be imposed to Agency till completion of first 2 months only and will be applicable from start of 3<sup>rd</sup> Month from the date of issue of LOA for both 3 year and 1 year (Sub-Division where RF-DCU work is in progress) Tender contract.

4.4 In case of major natural disaster/calamities occurs in tender area beyond control of agency decision for exemption in penalty will be taken by Billing & revenue section Corporate Office.

#### 5.0 Breach of SLA.

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

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

1. MSEDCL issues a show cause notice to the Agency.

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

**Grading of meter reading agency-** In addition to above for healthy competition among meter reading agencies & for allocating the work of meter reading to the most competent agency MSEDCL in future will adopt the method of grading of meter reading agencies.

At present poor performance of a bidder is attributed to (i) Non-execution of previous order(s)/ work contract.(ii) Inordinate delay in services. However to qualitatively evaluate performance of working Agencies the proposed grading of Agency performance will be based on parameters like -

- i) Percentage Photo Rejection ,
- ii) Penalty imposed on Agency (excluding Photo Rejection & Average)
- iii) Average (excl. Faulty) in Billing. Etc.

All these parameters will carry 10 marks each. Grade 'A' will be assigned to agency scoring marks above 25 , Grade 'B' – 15 to 25 marks and Grade 'C' – below 15 marks. Accordingly higher grade agencies can be given preference over lower grade agencies. The grading evaluation will commence from April 2023.

The meter reading agency under grade B & C must improve their performance month on month. If the meter reading agency is in grade B or C; performance of such meter reading agencies will be reviewed after 6 & 3 months respectively in a Financial Year. Non improvement in performance of such meter reading agencies may attract the termination of contract.

## Section – VI

### **Consent to Optional Activity of Meter replacement And/Or Meter Shifting.**

The Activity of 1. Meter Replacement & 2. Shifting of meter to accessible location is already covered in scope of contractors empaneled for maintenance work. So it is proposed that this scope of work is optional.

The agency that gives option to carry out these activities will be treated as empanelled agency for that sub-Division with following conditions-

- The Agency will have to carry out Meter Replacement and Meter shifting activity as per the schedule of rates circulated or empanelment tender rates finalized by concerned Division for concerned Division/Sub-division.
- The Agency opting to carry out these activities should possess valid electrical contractor License.
- Agency giving mere consent does not entitle for right to carry out these activity against this tender. Concerned division may issue separate work orders in line with empaneled agencies for these activities against O&M Budget of the division for particular financial year.



- Agency not opting to carry out Meter Replacement and Meter shifting will not affect the Eligibility of the Agency to qualify in the Tender.
- The consent format for above conditions is incorporated in the tender document at **Annexure- M.**

**Section – VII****PROFORMA OF ANNEXURES IN TENDER SUBMISSION**

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

**Check list of Tender submission in Technical Bid**

Sr. No.	Annexure	Pro-forma of Submission for	Whether submitted Yes/No.
1	<b>A</b>	Tender Bid Submission.	
2	<b>B</b>	Joint Venture Agreement (in case of JV).	
3	<b>C</b>	Bid Security/ EMD Bank Guarantee.	
4	<b>D</b>	General Information of Bidder.	
5	<b>E</b>	Commercial Information of Bidder.	
6	<b>F</b>	Financial Eligibility of Bidder.	
7	<b>G</b>	Technical Eligibility of Bidder.	
8	<b>H</b>	Undertaking for absence of Conflict of Interest.	
9	<b>I</b>	Undertaking of not under Debar.	
10	<b>J</b>	Undertaking to avoid misuse of Billing data stationary and Confidentiality of Tender.	
11	<b>K</b>	Proforma of Contract Agreement.	Not required in Tender submission
12	<b>L</b>	Proforma of Bank Guarantee for Performance Security Deposit.	Not required in Tender submission
13	<b>M</b>	<b>Proforma for Consent to Optional Activity of Meter replacement And/Or Meter Shifting</b>	
14	-	Whetherrequired supportingdocuments of Annexures are enclosed.	

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

To,  
 The Executive Engineer  
 MSEDCL,O&M Division .....

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

Sir,

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

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

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

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

Sr.No.	Name of Division /Subdivision of MSEDCL or other Public Utility	Type of work /contractual activity	Details of order/contract no. under execution and Contract period up to	Detail of Tender no. in which participated or Submitting bid and Tender opening date
1				
2				
3				

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

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

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

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

Signed this day \_\_\_\_\_ of 20\_\_\_. Yours faithfully,

TENDERERS SIGNATURE AND SEAL  
 Name & Address of the tenderer

**ANNEXURE-B**  
**JOINT VENTURE AGREEMENT**  
**(To be executed on a non-judicial stamp paper of appropriate value)**

DEED OF JOINT VENTURE AGREEMENT TO BE EXECUTED BY THE PARTNER ALONG WITH LEAD PARTNER FOR EXECUTION OF Monthly Meter Reading of LT consumers up to 20KW (Excluding AG consumers other than Ag metered Urban LT consumers coming under Municipal Corporation , Municipal Council , Nagar Parishad and Nagar Panchayat.) under \_\_\_\_\_ sub division vide Mahavitaran Mobile App, IR/RF HHUs ,Bill Printing and Bill distribution up to consumer /consumer premises.

Tender No. \_\_\_\_\_

This JOINT DEED OF UNDERTAKING executed this \_\_\_\_\_ Day of \_\_\_\_ Two Thousand By M/s \_\_\_\_\_ a company under the laws of \_\_\_\_\_ having its Registered Office at (here in after called the lead partner which express shall include its successors, administrators, executors and permitted assigns) and M/s \_\_\_\_\_ a company under the laws of \_\_\_\_\_ having its registered office at (here in called the partner which expression shall include its successors, administrators, execution and permitted assigns) for the purpose of making a bid to and entering into Contract with Maharashtra State Electricity Distribution Company Limited (herein after called Company).

WHEREAS the Company invited Bids as per its Tender No..

AND whereas the bid documents stipulate that bidding is open to the Bidder who possess requisite eligibility and experience as per Eligibility Criterion as mentioned in Tender.

AND WHEREAS the Eligibility Criterion forming part of the Conditions of Contract stipulate that the Joint Venture Bidder along-with its Partners must fulfil the prescribed qualifying criterion and be jointly and severally bound unto and be responsible for the successful completion of the Contract in the event the Bid is accepted by the Company.

AND WHEREAS M/s \_\_\_\_\_ has submitted the joint venture proposal

To the Company vide No. \_\_\_\_\_ dated \_\_\_\_\_ on behalf of the Joint Venture

Partners, as per the enclosed Power of Attorney signed by legally authorized signatories of both the Partners.

**Now Therefore This Undertaking Witnessed As Under:-**

- 1) In consideration of the Award of Contract by the Company to the Lead Partner. Partner of the Joint Venture do hereby declare and undertake that we shall be jointly severally responsible and bound unto the Company for the successful implementation and performance of the contract as specified in the Contract to the satisfaction of the Company.
- 2) In case of any breach of the Contract committed by the Lead Partner, I the Partner hereby undertake, declare and confirm that I shall be fully responsible for successful performance of the Contract and undertake to carry out all the obligations and responsibilities under the Contract in order to discharge the obligations of the Lead Partner stipulated in the Contract.
- 3) Further, if the Company suffers any loss or damage on account of any breach of the Contract, we, the Partner and Lead Partner jointly and severally undertake to promptly make good such loss or damages to the Company on its written demand without any demur, reservation, or protest in any manner whatsoever. This is without prejudice to any rights of the Company against the Lead Partner under the Contract and/or guarantees. It shall not be necessary or obligatory for the Company to proceed against Lead Partner before proceeding against or dealing with the other Partner.
- 4) Without in any way affecting the generality and total responsibility in terms of this Deed, the Partners hereby agree to depute their technical experts from time to time to the Partner/ Lead Partner/ Company's Project site(s) as mutually considered necessary by the Company/ Lead Partner and the Partner to ensure completion of work under the said Contract in accordance with Contract specifications; and if necessary the Partner shall advise the Lead Partner suitable measures to discharge the obligations under Contract.
- 5) The Lead Partner has been authorized to incur liabilities and receive Instructions for an on behalf of the Partner. Payment shall be made exclusively to the Lead Partner.
- 6) The lead partner shall hold %, and the other partner shall hold % share in the Joint Venture.
- 7) This Deed shall be construed and interpreted in accordance with the laws of India and the Courts in jurisdiction of concerned MSEDCL O&M Division shall have exclusive jurisdiction in all matters arising under this Agreement.
- 8) We, the Partner and the Lead Partner agree that this Agreement shall be irrevocable and shall be an Integral part of the Contract and further agree that the agreement shall continue to be in force till the successful completion of the Contract and till the Company discharges it. It shall become operative from the starting date of the Contract.

IN WITNESS WHERE OF, the Partner and the Lead Partner through their Authorized Representatives have executed these present and affixed Common Seals of their respective Companies, on the day, month and year first mentioned above.

1. Common Seal of..... For **Lead Partner**  
Has been affixed in my/our presence

Pursuant to the Board of Director's  
Resolution dated.....

Signature.....  
Name.....  
Designation.....

(Signature of authorized  
representative)

Name.....  
Designation.....  
Common Seal of the company  
.....

2. Common Seal of.....  
Has been affixed in my/our presence  
Pursuant to the Board of Director's  
Resolution dated.....

Name.....  
Signature.....  
Name.....  
Designation.....

For **Partner**

(Signature of authorized  
Representative)

Designation.....  
Common Seal of the company  
.....

**WITNESSES:-**

1. ....  
(Signature)  
Name .....  
.....  
(Official address)

2. ....  
(Signature)  
Name .....  
.....  
(Official address)

\*\*\*\*\*

### ANNEXURE- C

Pro-forma for Bank guarantee towards EMD/ Bid security

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

**Bank Guarantee No.:** .....

**Date:** .....

**To: The Executive Engineer,**

Maharashtra State Electricity Distribution Company Limited O&M Division \_\_\_\_\_,

Division Address - \_\_\_\_\_

WHEREAS M/s. .... (Insert name of Bidder)..... having its Registered/Head Office at ..... (insert address of the Bidder) ..... (Hereinafter called "the Bidder") has submitted its Bid for the performance of the Contract for.....(Insert name of the Work).....under..... (Insert Tender Specification No)..... (Hereinafter called "the Bid") for Tender of **Monthly Meter Reading of LT consumers up to 20KW (Excluding AG consumers other than Ag Urban consumers coming under jurisdiction of Municipal corporation, Municipal Council, Nagar Parishad and Nagar Panchayat) under ..... Subdivision vide Mahavitaran Mobile App, IR/RF HHUs, Bill Printing and Bill distribution up to consumer /consumer premises.**

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

THE CONDITIONS of this obligation are:

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

We undertake to pay Maharashtra State Electricity Distribution Company Limited at Mumbai up to the above amount upon receipt of its first written demand without having to substantiate its demand provide that in its demand the Employer will note that the amount claimed by it owing to the occurrence of the above-named conditions or their combination and specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ..... Insert date which shall be thirty days after the period of bid validity ..... (90 days from date of Tender opening ) and any demand thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

[Signature of the authorized signatory(ies) of Bank]

Signature:

Name:

Designation:

POA number:

COMMON SEAL OF THE BANK

Contact Number Tel: ....., Mobile .....

Email address.

Address of Bank branch issuing BG:

[Witness-1]

Signature:

Name:

Address:

Contact Number Tel: ....., Mobile No.....

Email address.



**ANNEXURE- D**  
**General Information of Bidder/Tenderer**

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

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

TENDERERS SIGNATURE AND SEAL  
Address of the tenderer

Name &

**ANNEXURE- E**  
**Commercial Information of Bidder/Tenderer**

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

Sr. No.	Particulars	Details	Reference page No.
1	Earnest Money Deposit (EMD) details.		
2	Bank Guarantee no, Name of Bank /		
3	Amount of EMD in Rs. vide BG , validity of BG up to date And other details		
4	GST Registration Certificate of Bidder / Lead partner and partner of JV.		
5	PAN No. Details		
6	Factory Licence, Shops& Establishment Licence, Labour Licence Details, etc.		
7	Registration under EPF, ESIC, Workmen's compensation, etc. as per <b>clause 9 of Section IV</b>		
8	Whether the firm is registered for : Work contract tax. If yes; registration No. Electrical contractors licence no:- Labour contract registration No:-		
9	Whether Joint Venture agreement submitted as per <b>Annexure B.</b> (Yes/No).		
10	Details of Joint Ventures Agreement.		
11	Lead partner (Individual Firm / Company)		
12	Other partner (Individual Firm / company)		
13	Whether Lead partner nominated (Yes / No)		
14	Self-declaration to be completed on Letter head stating Absence of conflict of interest as per <b>Annexure H.</b>		
15	Documents of Insurance / Risk cover as per <b>Clause 5 of Section IV.</b>		

TENDERERS SIGNATURE AND SEAL  
Address of the tenderer

Name &

**ANNEXURE- F**  
**Financial Eligibility of Bidder/Tenderer**

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

Sr. No.	Particulars	Details	Reference page No.
1	Whether submitted profit and loss account and balance sheet duly certified by Chartered Accountant. For the last three consecutive financial years ( 19-20, 20-21 and latest 21-22) for ascertainment of Financial Eligibility		
2	Whether submitted Turnover certificate for last three consecutive financial years (i.e. financial year ending (19-20,20-21 and latest 21-22) duly certified by Chartered Accountant.  The Annual Average turnover of last 3 years is Rs.( ____ ) in Lakhs must be equal to or above 30% of Estimated cost of Tender Rs. ( ____ ) in Lakhs.		
3	In case of joint venture of two partner entities, both lead partner and partner specified in JV agreement submitted in Tender must submit their separate Turnover certificate for last three consecutive financial years (i.e. financial year ending ( 16-17, 17-18 and latest 18-19) duly certified by Chartered Accountant.  The lead partner have annual average turnover of ' <b>Rs. ( ____ )Lakhs AND</b> other partner have annual average turnover of ' <b>Rs.( ____ ) Lakhs</b> , during last three consecutive financial years(i.e.,financial year ending 2016, 2017,2018& latest 2019) duly certified by Chartered Accountant , And <b>Total = ____ Lakhs which is equal to or above 30%</b> of Estimated cost of Tender Rs. ( ____ ) in Lakhs.	<b>Joint Venture (JV) not allowed</b>	

TENDERERS SIGNATURE AND SEAL  
Name & Address of the tenderer

**ANNEXURE- G**  
**Technical Eligibility of Bidder/Tenderer**

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

Sr. No.	Particulars	Details	Reference page No.
1	In case registered office is located outside Division, submit Undertaking to set up office in jurisdiction of Division upon award of order.		
2	As per Section- III for Scope of work Qualification and experience of key personnel proposed for administration and execution of the contract. Attach details.		
3	As per Section- III for Scope of work. Details of numbers of qualified / trained manpower, number of Smart Mobiles with Camera of 5.0 Megapixel or above, Computers & Printers with advanced feature other allied equipment's required for the execution of work mentioned in this Tender. Internet Connectivity like GPRS , EDGE , 3G, Wi-Fi, 4G etc.		
5	General Work experience as per <b>clause 2.1 of Section-II.</b> For stated experience, Bidder must submit list of orders executed in last 3 years along with self-certified orders indicating details, details of work carried out, order value and period of order execution. Bidder must submit order copies and work completion certificate from concerned Order issuing authority related to specific Experience orders required as per clause 2.2.  <b>Joint Venture (JV) not allowed</b>		
6	As per <b>clause 5 of Section-II.</b> The bidder participating in Tender will submit list of on-going orders for meter reading, printing and Bill Distribution for MSEDCL with list of manpower and machinery engaged for them. At submission of Tender, Bidder should declare the balance available manpower, machinery and facilities if sufficient to carry out the Tender work.		
7	Specific Work Experience for <b>Meter reading</b> as per clause 2.2.1 (a) of <b>Section-II</b> : Bidder should submit Meter Reading experience of any consumer utility for example - electricity, gas, water, etc. pertaining to Govt. owned public utility or private sector service industry		
8	Performance certificates for <b>Meter reading</b> as per clause 2.2.1 (b) of Section-II.		

9	Bidder will submit Subdivision wise information of Contracts Awarded that are under execution and Tenders participated for similar Tender activity in MSEDCL or other public utility in proforma <b>Annexure-A</b> as per clause 4 of section II.		
10	Details of convenient locations for Printing of Bills.		
11	Details of Printing Technology.		

Name &Address of the tenderer

TENDERERS SIGNATURE AND SEAL

**Annexure H**

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

**To: The Executive Engineer,**  
Maharashtra State Electricity Distribution Company Limited O&M Division \_\_\_\_\_,  
Division Address -

**Declaration (On firm's letter head)**

Ref : Tender No.

I/ We \_\_\_\_\_ authorized signatory of M/s. \_\_\_\_\_ hereby certify that M/s. \_\_\_\_\_ is not related with other firms who have submitted tenders for the same items under this Tender. Our partners or Directors do not have controlling stake in more than one entity applied for this Tender No. \_\_\_\_\_ .  
If it is found that this information is wrong or misleading then our offer shall be summarily rejected.

**Date.....**

TENDERERS SIGNATURE AND SEAL

**TENDERER'S ADDRESS:-**

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

## Annexure I

**To:**

**The Executive Engineer,**

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

### Debar undertaking Declaration (On firm's letter head)

Ref : Tender No.

I/We, ..... certify that,

a. The business dealings with our firm / agency M/s.....  
have not been debarred by any Ministry of GoI / GoM / Other State Govts/State owned  
electricity distribution utility/Other Public Utilities and still in force.

b. The Directors, Proprietors, Partners, Employee(s) or owner of our firm / agency  
M/s.....have not been either jointly or severally guilty of  
malpractices in relation to its business dealings with the Government or MSEDCL during  
the last five years.

I hereby certify that I am duly authorized representative of M/s.-----  
whose name appears above my signature.

Bidders Name:

Authorized representative's signature:

Authorized representative's Name:

Seal of the company

Name and address of the Bidder

**Date:**

**ANNEXURE J**

**To: The Executive Engineer,**  
Maharashtra State Electricity Distribution Company Limited O&M Division \_\_\_\_\_,  
Division Address - .....

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

Ref : Tender No.

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

Bidders Name:

Authorized representative's signature:

Authorized representative's Name:

Seal of the company



**Annexure K**

**CONTRACT AGREEMENT**

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

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

WHEREAS the Employer has invited bids in Tender no \_\_\_\_\_ for the work of **“Monthly Meter Reading of LT consumers up to 20KW(Excluding AG consumers other than Ag Urban consumers coming under jurisdiction of Municipal corporation, Municipal Council, Nagar Parishad and Nagar Panchayat) under Subdivision vide Mahavitaran Mobile App, IR/RF HHUs, Bill Printing and Bill distribution up to consumer /consumer premises”** as defined in the bid document and Employer has accepted the bid by the Agency in Tender and Employer is desirous that the Contract for above Tender work should be executed by the Agency for the sum of Rs. \_\_\_\_\_ in words (Rs. \_\_\_\_\_ only in figures) (Hereinafter “the Contract Price”)

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

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

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

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

4. Priority of documents: - The documents forming the Contract are to be taken mutually

explanatory of one another. If there is ambiguity or discrepancy in the documents,

MSEDCL shall issue any necessary clarification or instruction to the Agency and the priority of documents shall be as follows:

- i. The Contract Agreement.
- ii. Letter of Award & Detailed Award of Tender.
- iii. The Bid offered in Tender including Accepted Price.
- iv. Terms and Conditions of Contract.
- v. MSEDCL Requirements and specifications.
- vi. Agency's Technical Proposal.

5. Period of Contract – The Contract shall come into force from \_\_\_\_\_ and remain in force till \_\_\_\_\_ for three years covering Financial year 2023-24, 2024-25 & 2025-26. The defect liability period shall cover the contract period plus additional 6 months from the expiry date of contract.

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

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

8. Prices: The rates for contractual work carried out payable to the Agency shall be as per Accepted in Tender brought out in Detailed Award of Tender. Taxes will be applicable as prevailing statutory rates.

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

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

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

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said Employer

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

In the presence of

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

In the Presence of: \_\_\_\_\_

**ANNEXURE-L**

Proforma for Bank guarantee towards Performance Security Deposit to be submitted upon award of Order/ Contract.

**(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Rs. 500/- or appropriate value should be in the name of the issuing Bank. This guarantee shall be valid for entire contract period and further extended until the date of issue of work completion certificate)**

**Bank Guarantee No.:** .....

**Date:** .....

**To: The Executive Engineer,**

Maharashtra State Electricity Distribution Company Limited O&M Division

\_\_\_\_\_  
Division Address - \_\_\_\_\_

WHEREAS M/s -----(here in after called“the Contractor”) has undertaken, in pursuance of Contract No.\_\_\_\_\_ dated \_\_\_\_\_ for **“Monthly Meter Reading of LT consumers up to 20KW (Excluding AG consumers other than Ag Urban consumers coming under jurisdiction of Municipal corporation, Municipal Council, Nagar Parishad and Nagar Panchayat)under \_\_\_\_\_ Subdivision vide Mahavitaran Mobile App, IR/RF HHUs,Bill Printing and Bill distribution up to consumer /consumer premises.”**as defined in the bid document.

AND WHEREAS it has been stipulated by you in the said Contract between Maharashtra State Electricity Distribution Company Limited having its registered office at Prakashgad, Plot No: G-9, Anant Kanekar Marg, Station Road, Bandra East, Mumbai, Maharashtra 400051 (MSEDCL) and M/s \_\_\_\_\_, Name of the Agency, having its principal place of business at \_\_\_\_\_ (Insert address of the Agency), and registered office at \_\_\_\_\_ (Insert registered office address of the Agency) the Agency concerning the work \_\_\_\_\_(indicate brief scope/Name of work of Tender) for the complete execution .

Or in case of joint venture performance security shall be in name of joint venture .

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

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

AND WHEREAS we the undersigned have agreed to give the Agency such a Bank Guarantee; ..... (Name and address of the issuing Bank) having its Registered/Head Office at .....(insert address of registered office of the bank)..... (hereinafter called "the Bank"), NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency , up to a total of amount of guarantee) \_\_\_\_\_ (in words) \_\_\_\_\_, i.e. Ten percent (10%) of the Contract price until 90 days beyond the defect liability period, i.e. up to and inclusive of date ..... (dd/mm/yyyy) and shall be extended from time to time for such period ( not exceeding one year) as may be desired by M/s ..... on whose behalf this letter of guarantee is given and we undertake to pay you at Mumbai, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein. We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

**This guarantee shall be valid up to & including date \_\_\_\_\_.**

SIGNATURE OF AUTHORISED SIGNATORY AND SEAL OF THE BANK that has executed this deed in presence of WITNESS:

For and on behalf of the Bank

[Signature of the authorized signatory (ies) of Bank]

Signature:

Name:

Designation:

POA number:

COMMON SEAL OF THE BANK

Contact Number Tel: ....., Mobile .....

Email address.

Address of Bank branch issuing BG:

[Witness-1 ]

Signature:

Name:

Address:

Contact Number Tel: ....., Mobile .....

Email address.

### ANNEXURE-M

Proforma of Consent to option of carrying Meter Replacement and Meter shifting as per schedule of rates or empanelment tender rates .

#### **Consent to Optional Activity of Meter replacement And/Or Meter Shifting.**

Sr no.	Activity	Consent Option
1	Meter Replacement	Yes / No
2	Shifting of meter to accessible location	

The agency that gives option to carry out these activities will be treated as empaneled agency for that sub-Division with following conditions-

- The Agency will have to carry out Meter Replacement and Meter shifting activity as per the schedule of rates circulated or empanelment tender rates finalized by concerned Division for concerned Division/Sub-division.
- The Agency opting to carry out these activities should possess valid electrical contractor License.
- Agency giving mere consent does not entitle for right to carry out these activity against this tender. Concerned division may issue separate work orders in line with empaneled agencies for these activities against O&M Budget of the division for particular financial year.
- Agency not opting to carry out Meter Replacement and Meter shifting will not affect the Eligibility of the Agency to qualify in the Tender.

Bidders Name:

Authorized representative's signature:

Authorized representative's Name:

Seal of the company

Name and address of the Bidder

**Date:**

## SECTION - VIII Abbreviations, Terms and Definitions of Tender

### 1. Abbreviations

**MSEDCL-** Maharashtra State Electricity Distribution Co. Ltd.

**SE** -Superintending Engineer.

**EE**-Executive Engineer.

**SDO**– Subdivision officer having Designation Additional Executive Engineer(for Urban Subdivision)/Deputy Executive Engineer (for Rural Subdivision).

**AA** – Assistant Accountant / Assistant Auditor.

**BG**-Bank Guarantee.

**EMD**-Earnest Money Deposit.

**SD**-Security Deposit.

**PBG**- Performance Bank Guarantee in lieu of SD.

**LOA**-Letter of Acceptance.

**SDn**-Subdivision.

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

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

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

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

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

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

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

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

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



**SECTION IX SAMPLE OF LT BILL WITH ADVERTISEMENT SPACE AT PRE-PRINTING STAGE & PRINTED BILL FORM (FRONT & BACK SIDE)**

LT Bill Sample for Advertisement Space <sup>c13</sup>



**SPACE RESERVED FOR SUPPLIERS ADVERTISEMENT  
(STRIP SIZE 19.5cm X 4cm )  
FRONT SIDE**

PRINTED BY STEEL CITY COMPUTO ADS PVT. LTD.

**महावितरणचा विशेष मदत कक्ष**

मदतवाहिनी क्र.:  
022-26494499  
022-26494499



- नवीन वीजजोडणी तत्परतेने
- ग्राहक नावातील बदल करणे झाले सुलभ - मदत वाहिनीवर ग्राहकाचे नाव, पत्ता व मोबाईल क्र. घेऊन त्वरीत कारवाई

संपर्क : महावितरण मुख्यालय, प्रकाशगड, मुंबई

**महावितरण**  
एकच एक विद्युत विभाग सर्वोत्तम

SPACE RESERVED FOR SUPPLIERS ADVERTISEMENT  
(STRIP SIZE 19.5cm X 4cm )  
BACK SIDE

**SECTION-IXSAMPLEOFLT PRINTED BILLFORM (FRONT AND BACK SIDE)**

**महावितरण**  
CIN: U40109MH2005SGCI53645  
BILL NO. (GGN): 20171181752-38  
GSTIN 27AAECM2933K1ZB

**महाराष्ट्र स्टेट इलेक्ट्रिसिटी डिस्ट्रीब्यूशन कंपनी लि.**  
बील ऑफ सप्लाय **वीज भाकर देयक**  
नाईदवर-२०१७

Bill No: 20171181752-38  
File No: 18-200/400-M  
CB 1 0.1

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ग्राहक क्रमांक : 02152 00171  
FLAT NO. 421 WING-4 PHAS 421 N SUB-001 K. K. KHURD 421

मिटर क्रमांक : 820C 69

मिटर इंग्लिश/इमेल : 9619 207 /  
बिलिंग युनिट : 41 2/A/DEEMED (WEST)/S/DN.  
संकेत : 90/LT I Res 1-Phase  
प्री.सी./वक्र+मार्ग-क्रम/डि.टी.सी. : 08/36/6660/0676/417 02  
माल नं : 00000001  
पुनरुभार : 2 KW  
चालू रिडिंग दिनांक : 21-11-2017

पुरवठा दिनांक : 06-10-2014  
मागील रिडिंग दिनांक : 27-10-2017

HSN Code 27160000


देयक दिनांक : 29-11-2017  
देयक रक्कम रु : 60

देय दिनांक : 19-12-2017  
या तारखे नंतर भरल्यास : 60.00

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चालू रिडिंग 2    मागील रिडिंग 2    गुणक अवयव 1    युनिट 0    समा. युनिट 0    एकूण वीज वापर 0

**To Download Mahavitran Mobile App**  
**SCAN THIS QR CODE**



(Available on Android, iOS & Windows)

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मास	देयक रक्कम (रु.)
ऑक्टोबर-2017	0
सप्टेंबर-2017	0
ऑगस्ट-2017	136
जुलै-2017	403
जून-2017	403
मे-2017	403
एप्रिल-2017	0
मार्च-2017	403
फेब्रुवारी-2017	403
जानेवारी-2017	806
डिसेंबर-2016	403
नोव्हेंबर-2016	1210

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**विशेष संदेश**  
Dear Consumer, Thank You for registering your mobile no. with MSEDCL. Your registered mobile no. is shown on the bill. It is requested to validate your mobile no. by visiting our website or using mobile app. Remaining consumers are requested to register their mobile no. by - 1) Visiting website, 2) Sending SMS 'MREG <consumer no>' to 9225592255  
Consumers who have registered their mobile no. are getting regular services of 1) Meter Reading, 2) Alert for Bill and Outages, 3) Payment Ack

**मध्यवर्ती तक्रार निवारण केंद्र 24 X 7**  
**1800-233-3435, 1800-200-3435, 19120**

Scan this QR Code with BHIM App for UPI Payment



या QR कोडमध्ये अंतिम दिनांकपर्यंत देय असलेली रक्कम ऑनलाईन व्यवहार शुल्कसहित समाविष्ट आहे. QR कोडद्वारे भरणा केल्यास, भरणा दिनांकानुसार लागू असलेली तत्पर देयक भरणा सूट किंवा विलंब आकार पटील देयकत समाविष्ट करण्यात येईल.

मुख्य अभियंता (वाणिज्य)


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**महावितरणच्या कायमस्वरुपी वीज खंडित ग्राहकांसाठी नवप्रकाश योजना**  
व्याज व विलंब आकारात माफी योजना  
योजनेत सहभागी व्हा आणि कायमस्वरुपी खंडित वीजपुरवठा पुन्हा जोडून घ्या

- कृषीपंप ग्राहकही योजनेत सहभागी होऊ शकतात.
- ३१ जानेवारी २०१७ पर्यंत मूल धकबाकी भरा आणि व्याज व विलंब आकारात १००% सूट मिळवा
- योजनेच्या फेब्रुवारी ते एप्रिल २०१७ ह्या तीन महिन्यांत मूल धकबाकी २५% व्याजासह भरा, विलंब आकारात १००% आणि व्याजात ७५% सूट मिळवा.

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नवप्रकाश योजनेचा लाभ घेण्यासाठी महावितरणचे संकेतस्थळ [www.mahadiscom.in](http://www.mahadiscom.in) पहा अथवा नजीकच्या कार्यालयाशी संपर्क साधा.



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स्थळप्रत बिलिंग युनिट : 41 ग्राहक क्रमांक : 02152 00171 पी.सी. : 08 दर : 90


अंतिम तारीख : 19-12-2017 Rs. 60.00

या तारखे पर्यंत भरल्यास	08-12-2017	Rs. 60.00
या तारखे नंतर भरल्यास	19-12-2017	Rs. 60.00

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बँकेची स्थळप्रत: बिलिंग युनिट : 41 ग्राहक क्रमांक : 02152 00171 पी.सी. : 08 दर : 90

41 02152 00171 19122017000000060000000812170000



डिस्ट्रीब्यूशन क्र. : 417 002

अंतिम तारीख	19-12-2017	Rs. 60.00
या तारखे पर्यंत भरल्यास	08-12-2017	Rs. 60.00
या तारखे नंतर भरल्यास	19-12-2017	Rs. 60.00



SECTION- X SAMPLE OF PROPER PRINTED LT BILL.

**महाराष्ट्र स्टेट इलेक्ट्रिसिटी डिस्ट्रीब्यूशन कंपनी लि.**  
**वीज पुरवठा देयक**  
 महाराष्ट्र स्टेट इलेक्ट्रिसिटी डिस्ट्रीब्यूशन कंपनी लि.  
 वीज पुरवठा देयक  
 GSTIN: 27AAECM2933K1ZB BILL OF SUPPLY FOR THE MONTH OF HSN CODE: 27160000

20-02-2019  
 22-03-2019  
 12-03-2019  
 2250.00

गुणवत्ता निशान: 101-11-1000  
 मंजूर भार: 16.20 KW  
 रास्ता देत जमा (र): 16.00  
 वाज रिडिंग दिनांक: 12-02-2019  
 मधील त्रिमास दिनांक: 12-01-2019

2250 22396 1.00 184 0 184

मध्यवर्ती तक्रार निवारण केंद्र 24 X 7  
 1800-233-3435, 1800-102-3435, 1912

9) वाटपन सुविधासंबंधीचा कोणताही तक्रार (www.mahadiscom.in) व मोबाईल ॲपद्वारे वीज देयकाचा निशुल्क ऑनलाईन नोंदवता येईल. त्रोटिकिंग, UPI, क्रेडिट कार्ड, डिजिटल वॉलेट, कॅशवॉश वादारे वीज देयकाचा भरणा केलात घाबरातून कोणतेही अतिरिक्त शुल्क आकारले जाणार नाही. २) माहे फेब्रुवारी-२०१९ पासून वीज देयकावर, गॅजट रजिस्ट्रार फाईल क्र.६२३३ जाणवत नाही. MSEDCL ने नोंदणीकृत मोबाईलवर, रिडिंग घालण्यावर लगेचच SMS द्वारे रिडिंगची माहिती देण्याची सुविधा सुरू केली आहे. यातकरताच MSEDCL चा 'वाटकवॉर्ड' वर मोडर रिडिंगचा फाईल बसण्याची सुविधा सुरू केली आहे.

**ऑनलाईन वीज देयक भरा, त्रोटिक व पैसेही वाचवा**  
 महाविद्युतपुरवठा सकेतस्थळ व मोबाईल ॲपचा लाभ घ्या.

www.mahadiscom.in व मोबाईल ॲपद्वारे Payment/Online  
 मध्यवर्ती तक्रार निवारण केंद्र 24 X 7  
 1800-233-3435, 1800-102-3435, 1912

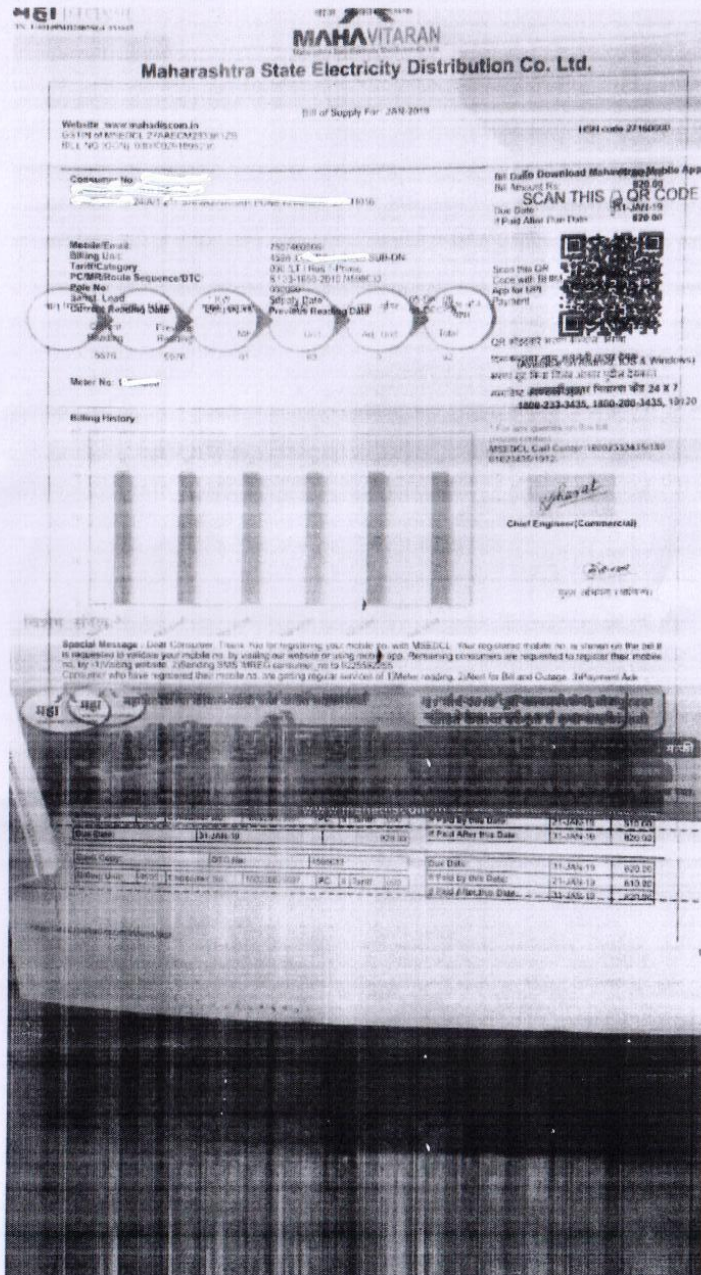
व्यवस्थापन दिनांक पुनित: 12-03-2019	वाटपन अंशिक: 2250.00	पी.सी. 06	वर: 52	या तासचे पूर्व भरल्यास	07-03-2019	Rs. 2210.00
वीज तारीख: 12-03-2019	Rs. 2220.00			या तासचे नंतर भरल्यास	12-03-2019	Rs. 2250.00

4169  
 4169  
 4169

4169-0000250112032019000002220000000703190010

SECTION-X

SAMPLE OF MISALIGNED PRINTING OF LT BILL



**Section XI - Required List of documents for Uploading E-Tender as per document Type**  
(Following list will be published in Tender for ease of submission of bid documents (within 5MB size) as per clause 16A of Section-II)

Sr	Description of document to be uploaded in Tender	Type of document
1	Tender submission form as per Annexure A And information orders under execution or Tenders participated for similar tender activity as per Section II, clause 4.	Commercial Bid
2	Details of EMD / EMD exemption submitted against Tender.	Commercial Bid
3	Joint venture agreement as per Annexure B, if joint venture.	Commercial Bid
4	General Information of Bidder as per Annexure D , Registration certificate as per status of bidder , details of partners , directors , office address , contact details, etc	Commercial Bid
5	Commercial Information of Bidder as per Annexure E. (Refer clause 6.1 to 6.17 of Section II) GST registration, Pan no. , Licence , details of Joint venture, Insurance , works contract registration , ESIC ,etc.	Commercial Bid
6	Self declaration of absence of conflict of interest as per Annexure H	Commercial Bid
7	Debar Undertaking declaration as per Annexure I. Also Proprietor, partner, director of Bidder must not be stake holder in any other debarred/blacklisted firm. (as per Section II, clause 2.1.3. and 2.1.4)	Commercial Bid
8	Undertaking to avoid misuse of Billing data stationery and to maintain confidentiality of Tender as per Annexure J	Commercial Bid
9	Undertaking to set up office anywhere within Division area for carrying out Tender work as per Section II, clause 2.1.1. And clause 6.13.	Commercial Bid
10	General Work experience: As per Section II, clause 2.1.2. and 6.17 List of all orders executed in last 3 years SELF certified indicating order details, order value details of work carried out and period of order execution. . Bidder must submit order copies and work completion certificate from order issuing Authority. In case of JV lead partner and other partner must submit CA certified list of orders for last 3 years separately.	Technical Bid
11	Details of number of qualified /trained manpower , number of Smart mobiles with camera , Computers , Printers , internet connectivity facility . Aadhar number of all Meter Readers and Bill Distributors , as per Section II, 6.14 & 6.15.	Technical Bid
12	Details of proposal to set up one or more printing locations in Division / subdivision area as per Section III, clause 18.4 & 18.7	Technical Bid
13	Specific Work experience as per Section II , clause 2.2.1(a) for Meter Reading.Relevant Work order details and documents of last 3 years . Performance certificates for monthly meter reading as per Section II , clause 2.2.1(b)	Technical Bid
14	Specific Work experience as per Section II , clause 2.2.2(a) for Bill Printing.Relevant Work order details and documents of last 3 years . Performance certificates for monthly meter reading as per Section II , clause 2.2.2(b)	Technical Bid
15	Specific Work experience as per Section II , clause 2.2.3(a) for Bill Distribution.Relevant Work order details and documents of last 3 years . Performance certificates for monthly meter reading as per Section II , clause 2.2.3(b)	Technical Bid
16	CA certified Turnover of last 3 financial years , in case of JV, Lead partner and partner will submit individual Turnover certificate	Technical Bid
17	Balance available manpower , machinery and facilities to carry out work of Tender or Business proposal plan to carry out Tender work as per Section II, clause 5.	Technical Bid
18	Document of agreement with printing Agency or own printing set up	Technical Bid
19	Any other document related to Techno-Commercial condition	Technical Bid
20	<b>Price Bid as per Schedule B .</b>	<b>Price Bid</b>



TENDER NO: EE/ GBDN/ Tech/ LT billing/ Itwari/ 2022-23/ T-09

YEAR : 2022-23

SUB-DIVISION: Itwari

**PRICE BID DOCUMENT**



**PRICE BID .....Schedule "B"**

**Tender No. EE/ GBDN/ Tech/ LT billing/ Itwari/ 2022-23/ T-09 for Itwari Sub-Division**

Monthly Meter Reading of LT consumers up to 20kW (Excluding AG consumers other than Ag metered Urban LT consumers coming under Municipal Corporation , Municipal Council , Nagar Parishad and Nagar Panchayat.) under Itwari sub division

Sr · No.	Description of Work	No of Live consumers as on date : _____	Unit	Schedule Rate in Rs. Per consumer. (Excluding GST)	Rate offered in Percentage of Schedule rate		
					F	G	H
A	B	C	D	E	Year-1	Year-2	Year-3
1	Meter reading through Mahavitaran Mobile App, Uploading of reading data of <b>LT consumers</b> on server		Per consumer	<u>6.00 for Urban &amp; Semi- Urban ,</u> <u>8.25 for Rural</u>	% in figures. ____in words)	% in figures. ____in words)	____ % in figures. ____in words)
2	<b>IR Meter</b> reading through Hand Held Unit (HHU), Uploading HHU data of <b>LT consumers</b> on server		Per consumer	<u>6.00 for Urban &amp; Semi- Urban ,</u> <u>8.25 for Rural</u>			
3	<b>RF Meter</b> reading through Hand Held Unit (HHU), Uploading HHU data of <b>LT consumers</b> on server.		Per consumer	<u>6.00 for Urban &amp; Semi- Urban ,</u> <u>8.25 for Rural</u>			
4	Meter reading through Mahavitaran Mobile App or HHU in case of IR/RF meter and Uploading of reading data on server of <u>Ag metered Urban LT consumers coming under Municipal Corporation , Municipal Council , Nagar Parishad and Nagar Panchayat where monthly reading is carried out.</u>		Per consumer	<u>6.00 for Urban &amp; Semi- Urban</u>			
5	Bill printing on Pre-printed stationary provided by MSEDCL		Per LT bill format	<u>0.60 Both side LT Bill</u>			
6	Bill distribution up to consumer /consumer premises		Per consumer	<u>1.10 for Urban &amp; semi-urban,</u> <u>1.35 for Rural</u>			

**The above rates are excluding GST and GST applicable as prevailing rate = %, HSN code-\_\_\_\_\_.**

**Note :**

As per Tender condition, Evaluation will be done on the basis of NPV @10% discounting factor for 3 year Tender only. (Refer Section-II clause 7 and 32.

The consent for Matching rate will be called separately in Matching Bid as per clause 33 in Section-II of Tender.

Signed this day \_\_\_\_\_ of 20\_\_.

Yours faithfully,

TENDERERS SIGNATURE AND SEAL  
NAME OF TENDERER

# LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	40402412 Meter Reading	ADM 038	Days	998514	34834		null

## Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price Bid	Price Section	40402412 Meter Reading	Price Bid
2	Technical documents	Technical Section	40402412 Meter Reading	Technical documents
3	Commercial Documents	Commercial Section		Commercial Documents