

# OFFICE OF THE CHIEF ENGINEER (INDORE REGION)

**M.P. Paschim Kshetra Vidyut Vitaran Co. Ltd.**

**G.P.H. Compound, Pologround, Indore.**



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Tender Specification No.: CE/IR/2010-11/PUR/Tender-103

Due for opening on: - 21.05.2010. **Extended up to 15.06.2010 AT 4:00 P.M**

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## **OUT-SOURCING OF CAMERA BASED METER READING, BILL PRINTING AND BILL DISTRIBUTION**

**Issued by:**

**The Chief Engineer (Indore region)**

M. P. Paschim Kshetra Vidyut Vitaran Co. Ltd,

G.P.H. Compound, Pologround,

Indore (M.P.)

EPABX No.: 0731-2421432, Fax No. 0731 2424234.

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## A1: BASIC TENDER INFORMATION

Name of Work	<b>Outsourcing of meter reading using digital camera, bill printing and bill distribution work</b>
Tender Specification No: (It must be quoted in the tender and on the outside of sealed envelop)	CE/IR/2010-11/PUR/Tender-103
Date of sale of tender	<b>Extended up to 14/06/2010, 5:00 PM</b>
Last date of submission of bid documents	<b>Extended up to 15/06/2010 , 3:00 PM</b>
Due date of opening of bids	<b>Extended up to 15/06/2010 , 4:00 PM</b>
Earnest Money Deposit (EMD)	Rs.50000/-
Cost of tender documents	Rs.5000/- (extra Rs.300/- each by post)

### Company Profile

- 1.1 Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd. (“MPPKVVCL” or “West Discom”) was formed on 31st May 2002 as a result of unbundling of the Madhya Pradesh State Electricity Board (MPSEB). MPPKVVCL is a Company wholly owned by the Government of Madhya Pradesh and registered under the Companies Act, 1956.
- 1.2 With the Gazette Notification dated 31st May 05, the company started its functioning independently with effect from 1st June 05. As per notification the discom is undertaking the sub-transmission & distribution of electricity under the area of 14 circles of Indore and Ujjain commissionaire in Madhya Pradesh in India.
- 1.3 MPPKVVCL owns and manages retail supply of electricity within its territory and is responsible for all activities associated with distribution and retail supply of electricity, including management of assets, operation and maintenance of network and supply, technical and financial planning, business development, management of human resources and legal and regulatory affairs.
- 1.4 There are about 13,000 employees in the company at present, most of whom were originally functionaries in their current positions within the MPSEB. The discom operates through two regions namely Indore and Ujjain. Further, Indore and Ujjain regions are subdivided in 8 and 6 circles respectively. Circles are further divided into 54 divisions which are subdivided into 389 distribution centres and zones.

- 1.5 The Company currently serves approximately 28 lakh consumers over an area of 77021 sq. km spread in urban and rural areas, and manages about 199,829 km of lines, 945 sub-stations, and over 84000 distribution transformers. In 2008-09, the distribution system conveyed 12,654 MUs of energy. The sub-transmission and Distribution network details as on 31.03.2009 are as follows:

Particulars (2008-09)	Unit	Quantity
33/11 kV substations	Nos.	945
33 kV Lines	Km	11971
11 kV Lines	Km	55191
LT lines	Km	132667
Distribution transformers	Nos.	84368
Total connected load	MW	4073.36
Annual energy input	MU	12654.96

- 1.6 The discom intends to outsource the work of photo meter reading and bill printing in select areas of Indore city circle the details of which have been provided in **Annexure-A**. The current document provides the detailed terms of reference for the work mentioned above.

## Tender Notice

### OFFICE OF THE CHIEF ENGINEER (IR)

**M.P. PASCHIM KSHETRA VIDYUT VITARAN CO. LTD., POLOGROUND, INDORE**

Phone No.0731-2421432, Fax No.0731-2424234 Website: www.mppkvvcl.org.

No.CE/IR/10-11/Pur./6087

Indore, dtd.30.04.2010.

#### **-: TENDER INVITING NOTICE:-**

Sealed tenders are invited for following items in three parts i.e. Earnest Money, Technical & Commercial and Price Bid. (From experienced parties for TS-103 and suppliers/manufacturers/authorized dealers for TS-104 to 106).

T.S.No.CE/IR/ 10-11/Pur./	Name of Items	Tender Fee (Rs.)	Last date for selling of blank Tender document	Date & Time of submission of tender	Date & Time of opening of Tender
<b>Tender-103</b>	Outsourcing of Meter Reading, Bill printing with the Photo of Energy Meters & bill distribution in Indore City & nearby big town	5000	20..05.2010 upto 5.00 p.m.	21.05.2010 upto 3.00 p.m.	21.05 .2010 at 4.00 p.m.
<b>Tender-104</b>	L.T. CT Meter Boxes made of Sheet Moulded Compound.	1000	18..05.2010 upto 5.00 p.m.	19.05.2010 upto 3.00 p.m.	19.05 .2010 at 4.00 p.m.
<b>Tender-105</b>	H.T. Meter Boxes made of Sheet Metal.	1000	18..05.2010 upto 5.00 p.m.	19.05.2010 upto 3.00 p.m.	19.05 .2010 at 4.00 p.m.
<b>Tender-106</b>	Tinned Copper Fuse Wire 2.00 mm., 1.50 mm., 1.25 mm. & 1.00 mm.	1000	18..05.2010 upto 5.00 p.m.	19.05.2010 upto 3.00 p.m.	19.05 .2010 at 4.00 p.m.

The tender documents may be purchased from this office, on payment of a non refundable fee indicated against each in person (extra Rs.300/- each by post for TS-103 & Rs.100 each for TS: 104-106 only), by crossed Demand Draft in favour of **Sr. A.O., MPPKVCo: Ltd; INDORE** payable at Indore only. The detailed qualifying criteria for TS-103 is available in tender document.

//Save Electricity//

Sd/-

**Superintending Engineer, O/o. C.E. (IR).**

**MPPKVCO; LTD;INDORE**

**OFFICE OF THE CHIEF ENGINEER (IR)M.P. PASCHIM KSHETRA VIDYUT VITARAN CO. LTD.,  
POLOGROUND, INDORE**

Phone No.0731-2421432, Fax No.0731-2424234 Website: www.mppkvvcl.org.

**No.CE/IR/10-11/Pur./ 7490**

**Indore, dtd. 26.05.2010.**

**-: TENDER INVITING NOTICE:-**

Sealed tenders are invited for following items in three parts i.e. Earnest Money, Technical & Commercial and Price Bid. (From suppliers/manufacturers/authorized dealers).

T.S.No.CE/IR/ 10-11/Pur./	Name of Items/ Works	Tender Fee  (Rs.)	Last date for selling of blank Tender document up to <b>5 . 00 P.M.</b>	Date & Time of submission of tender  up to <b>3 . 00 P.M.</b>	Date & Time of opening of Tender  up to <b>4 . 00 P.M.</b>
<b>Tender-107</b>	G.I.Pin for 33 KV Pin Insulators	2000	15..06.2010	16.06.2010	16.06..2010
<b>Tender-108</b>	G.I.Pin for 11 KV Pin Insulators	2000	15..06.2010	16.06.2010	16.06..2010
<b>Tender-109</b>	33 KV Strain Hardware.	1000	15..06.2010	16.06.2010	16.06..2010
<b>Tender-110</b>	11 KV Strain Hardware.	2000	15..06.2010	16.06.2010	16.06..2010
<b>Tender-111</b>	Earthing Coils.	2000	15..06.2010	16.06.2010	16.06..2010
<b>Tender-112</b>	M.S. Nut Bolts Assorted size.	5000	15..06.2010	16.06.2010	16.06..2010
<b>Tender-113</b>	L.T.Distribution Box 100 KVA	5000	15..06.2010	16.06.2010	16.06..2010
<b>Tender-114</b>	L.T.Distribution Box 200 / 315 KVA	5000	15..06.2010	16.06.2010	16.06..2010

The tender documents may be purchased from this office, on payment of a non refundable fee indicated against each in person (extra Rs.100/- each by post for TS-107 to 111 & Rs.300 each for TS: 112 to 114 only), by crossed Demand Draft in favour of Sr. A.O., MPPKVVCo: Ltd; INDORE payable at Indore only.

**-: INTIMATION FOR EXTENSION OF DUE DATES:-**

The due date for selling of blank tender documents, submission & opening of following tenders is extended as indicated below.

T.S.No.CE/ IR/10-11/ Pur./	Name of Items	Last date for selling of blank Tender document up to <b>5 . 00 P.M.</b>	Date & Time of submission of tender up to  <b>3 . 00 P.M.</b>	Date & Time of opening of Tender up to  <b>4 . 00 P.M.</b>
<b>Tender-103</b>	<b>Outsourcing of Meter Reading, Bill printing with the Photo of Energy Meters &amp; bill distribution in Indore City &amp; nearby big town</b>	<b>14.06.2010</b>	<b>15.06.2010</b>	<b>15.06.2010</b>
<b>Tender-104</b>	<b>L.T. CT Meter Boxes made of Sheet Moulded Compound.</b>	<b>07.06.2010</b>	<b>08.06.2010</b>	<b>08.06.2010</b>
<b>Tender-105</b>	H.T. Meter Boxes made of Sheet Metal.	07.06.2010	08.06.2010	08.06.2010

Other terms and conditions will remain same. **The Pre-Bid Conference for TS-103 will be organized on dtd 05.06.2010 at 3.00 p.m. in the O/o. CE(IR) Indore** & the tender details are also available on website of the company.

//Save Electricity///

Sd/-

**Superintending Engineer, O/o. C.E. (IR).**

**MPPKVVC0; LTD;INDORE**

Tender Form



OFFICE OF THE CHIEF ENGINEER (INDORE REGION)  
M.P.P.K. V. V. C. L.  
**G.P.H. COMPOUND POLOGROUND INDORE**

Postal Order/Demand Draft No.....

Tender issued to M/s .....  
.....

**TENDER FORM**

The undersigned hereby tender and offer (subject to the conditions of this tender document) to the **M.P. Paschim Kshetra Vidyut Vitaran Company Ltd., Indore** to execute the works which are included/described/ referred; or may be reasonably inferred to be included/described/referred; to in the tender document no. CE/IR/2010-11/PUR/Tender-103 and its enclosure/schedules/annexure etc, for the sums and at the rates sets out in '**Financial proposal submission form-F1**' annexed here to.

We have examined in detail and have understood and agree to abide by all the terms and conditions stipulated in the tender document and in any subsequent communication from MPPKVVCL in this regard (if any). Our technical proposal is consistent with all the requirements of submission as stated in the tender document or in any of the subsequent communication from MPPKVVCL in this regard (if any).

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

Dated the            Day of.....

**BIDDER'S SIGNATURE**  
(With Seal)

Bidders Address: - .....  
.....  
.....

# **Detailed scope of work**

## **A2: DETAILED SCOPE OF WORK**

### **Stage-wise implementation**

- 2.1 The prime responsibilities of the contractor who shall be awarded the contract shall include but not restricted to the ones that have been elaborated below. The project is to be implemented in two stages. The work involved in both the stages is as under:
- 2.2 **Stage-I: Implementation in one zone each in all the selected divisions with running the photo meter reading system in parallel with the existing system for two billing cycles**
- (a) In this stage the contractor shall be responsible for establishing his system in one zone each in all the divisions where camera based digital photo meter reading is to be implemented. The choice of the zone shall be of the company.
  - (b) Once this is achieved he shall populate his system with consumer data of that zone. This data shall be made available by the discom in the format that is currently being maintained by the discom. Any requests to provide the data in any format that is not acceptable to the discom shall not be entertained. The data shall include the following details:
    - (i) Consumer name and account number
    - (ii) Consumer address
    - (iii) Consumer meter number (if available)
    - (iv) DT from which the consumer is connected (if available)
  - (c) However in case the contractor feels that more data/information is required, the same may be asked for in written and it shall be left to the discretion of the company to decide whether such data/information is to be released or not.
  - (d) The service provider shall take batch-wise meter readings of all consumers as is being done currently in the company. The current method shall be explained and detailed out to the service provider by the company.
  - (e) The service provider shall be responsible for preparation of feeder/DC (Distribution centre)/batch wise walking sequence for all LT consumers, under the project scope, during the dry run period. The same shall be submitted to the respective division office. This walking sequence shall be uploaded in the HHD (hand held device) and shall be used to automatically prompt the next LT consumer, as per the walking sequence, post completion of the activities under the scope of work of one LT consumer. Any new connection additions shall be promptly updated in the existing walking sequence database. Walking sequence shall match with the feeder/DC/batch wise consumer details provided by respective RMS billing centre.

- (f) In the first cycle he shall be assisted by the meter readers of the company, who are currently involved in meter reading activity. The system should be such that each time the details of a particular set of consumers are uploaded in the hand held machine, the corresponding optimum route design should also be uploaded with the same.
- (g) The hand held device should also have a provision to show the optimal route design while taking meter readings. For example, when a meter reader goes to take the meter readings of a particular set of consumers, the first consumer name, number, address and other relevant details should automatically be displayed on the screen of the hand held device. Once the meter reading for the first consumer from the set is taken, the machine should automatically display the name and address of the next consumer to be billed.
- (h) During the initial survey for preparation of walking sequence of all consumers, the service provider shall also be responsible for writing the consumer service number of each consumer on his meter using indelible ink. The number should be written at a location on the meter such that it should be clearly captured in the digital photo of the meter that shall be taken at the time of reading.
- (i) Upon reaching the premises of the consumer, the meter reader shall take the picture of the meter installed at the consumer premises. The photo should be taken such that the meter reading, meter number and the unique consumer service number (written using indelible ink) of the consumer is displayed clearly. The dimensions of the photo should be sufficient to capture these details with clarity.
- (j) Once the photo of the meter has been taken, the meter reader should hard punch the meter reading of the consumer in the hand held machine. The machine shall ask the meter reader for final confirmation of the reading before it is stored in the machine. Once the meter reader gives this confirmation, no change in the punching of the meter reading should be allowed. However there should be a provision of re-entering the meter reading before this confirmation is given by the meter reader.
- (k) In addition the company shall also provide the meter reading diaries of the consumers to the service provider. The meter reader shall also note down the meter readings in the meter reading diaries and provide the same to the Company.
- (l) It is mentioned here that the camera to be used in the operation should be of at least five mega-pixel capacity. Also there should be a provision for connecting the camera with the hand held machine through a port provided on the machine.
- (m) It should be ensured that the meter reader cannot set/change the time, date and other such parameters in the hand held machine or the camera. The same shall be set at the office of the zonal in-charge who shall be an employee of the company and only then shall the work commence.

- (n) When the photo of a particular consumer is taken, the same should be automatically stored in the hand held machine against the consumer. The photo should be saved in such a manner that its reference is as below:

4	2	0	0	6	2	7	1	6	0	9	1	1	1	1	5	6	2	7
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Consumer number

Date of taking meter  
reading (dd/mm/yy)

Time of taking meter  
reading (hh:mm:ss)

- (o) The service provider shall maintain a local office at his own cost. The office shall be located near the office of the Company located at Polo ground. The contractor shall also have a server at the local office. The contractor should develop software which shall be able to read the data from the hand held machines directly and generate a file from the same in a format as required by the company. This file and the meter reading diaries (in soft as well as hard form) shall be given to the company officials for carrying out the bill processing of the consumers.
- (p) The interface which needs to be developed for direct uploading of data which shall be provided by the service provider in soft form, into the billing RMS system of the company shall be developed by the service provider at his own cost. However all necessary assistance shall be provided by the Company for development of the same.
- (q) After the bill processing of the consumers has been done based on the data provided by the service provider, the company shall provide the billing details to the service provider in a print file. The software should also be able to read this print file and generate bills of consumers with their corresponding photos printed alongside the same.
- (r) In addition, if the contractor feels that the reading recorded by the meter is not proportionate to the connected load of the consumer or he has reason to believe that the meter/metering equipment might have been tampered with he shall provide a list of all such consumers to the company on a daily basis. Also he shall submit a report detailing the names and addresses of consumers whose consumption has shown variation of more than 20% (As per required consumption slab). The meter reading/assessment of all such consumers shall be carried out by the company on its own.
- (s) The contractor shall collect the billing related data and print bills of consumers. It may be noted that the input data format, billing software as well as format of the bill may be changed by the company any time. In such case, the contractor shall have to make necessary changes in the software/printing solution/printing stationery, to accept input data in new format and print bills in the revised format. The technical specification of the bill has also been provided in **Annexure-B**. It should be kept in mind by the service provider

that the printed bills should be in conformity with the provisions of the MP electricity supply code chapter-9.

- (t) After printing the bills, the service provider shall also be responsible for distribution of the bills to the respective consumer premises as per the schedule which shall be finalized after discussion with the divisional in-charge of the particular zone. The responsibility of ensuring timely and confirmed delivery of bills shall rest entirely on the service provider.
- (u) The bills should be provided with barcodes such that the barcodes should be accurately readable with a hand held barcode reader. The purpose of the barcodes is to enhance efficiency of the collection centres.
- (v) The process of meter reading shall be done by the company in parallel with the system of the contractor for the first two months. Once the contractor has demonstrated his ability to conduct the meter reading activity to the satisfaction of the company in these two months, the whole process shall be handled independently by the contractor from the third month.
- (w) It shall be noted here that the work of meter reading is to be carried out for **non-AMR LT** consumers of the zones, but the service provider shall be additionally responsible for Readings (If required) , printing and bill distribution of all the **LT-AMR** consumers falling under the zones. The payment against these consumers shall be done as per prices quoted by him.

2.3 **Stage II:** Once the contractor has handled the zone allotted to him in the first stage independently, in the second stage he shall implement the same activity in all other zones within three months of successful implementation in the first zone. The same cycle as explained above shall be repeated in each zone where photo meter reading and bill printing is taken up by the contractor.

### **Other activities**

2.4 The contractor shall be required to prepare and update meter reading schedule and walking sequence/route design for each zone/DC where digital photo meter reading is to be implemented and submit the same before the respective divisional in-charges for approval. On part of the Company, the divisional in-charge shall provide the current schedule being followed and assist the contractor in preparing the revised schedule as required, before launch of the activity.

2.5 While preparing the schedule of meter reading, it shall be ensured that the meter reader is rotated every three months. This responsibility shall rest entirely on the service provider and any violations whatsoever may be viewed upon strictly by the Company.

2.6 First meter reading for each set of consumers shall be taken jointly by the Company staff/the personnel currently involved in meter reading and the meter reader deployed by the contractor to provide onsite training to the meter readers deployed by the contractor. This shall be considered as a dry run for the implementation process.

- 2.7 The contractor shall ensure uploading of requisite data in the hand held devices as per schedule prepared on a daily basis.
- 2.8 The contractor shall be required to perform meter reading and printing the same with the digital photo of the meter appearing on the printed bill. In addition the printed bills shall also have a unique barcode for each consumer so as to improve performance efficiency at the collection counters.
- 2.9 During the visits to the consumer premises for taking meter readings, if the meter reader has reason to believe that the meter has been tampered with or the seals are found broken/tampered or any other suspicious circumstances are noticed by the meter reader, the same shall be reported by the contractor to the divisional in-charge in written on a weekly basis and to the zonal/DC in-charge on a daily basis.
- 2.10 During the process of implementation, the implementing agency may require to collect useful information of the willing consumers like phone/mobile numbers, e-mail ids and other details that may be needed by the Company from time to time and submit the same to the zonal in-charge for compilation. In addition, if required, the agency shall also deliver documents/communication to the consumers as and when required at no additional cost to the Company.
- 2.11 The complete database with master database of all consumers covered under the digital photo meter reading activity shall be maintained, updated and validated by the implementing agency on a monthly basis. In addition, the monthly data shall also be deposited in the central server of the Company located at Indore. The service provider shall also maintain soft form of the meter reading dairies for each consumer from the day they commence work. These diaries shall be updated on a monthly basis for all consumers and shall be provided to the respective zonal/DC in-charges every month in a CD/DVD.
- 2.12 The agency shall also be required to adopt a dress code for engaged photo meter readers. The dress code shall be specified after due consultations with the EE of the concerned division.

### **Infrastructure for implementation of digital photo meter reading and bill printing**

- 2.13 The project period shall be initially for a period of two years from the award of LoA with provision of extension for another year subjected to satisfactory performance by the contractor. Any further extension on the contract may be considered by the Company after the completion of the contract subject to satisfactory performance by the agency. In case the contract is not extended before the expiry of contract period the same will be considered as terminated.
- 2.14 The system shall be on BOO (Build, Own and Operate) basis which means that the implementing agency shall deploy the entire requisite infrastructure at his own cost and at the time of completion of the project, the same shall be removed by the contractor from the premises of the company.

- 2.15 All hardware (hand held devices, cameras, desktops, printers, internet connectivity, network components, power conditioning components, backup power supply/UPS, central servers etc) shall be provided by the contractor.
- 2.16 All consumables such as paper rolls for bill printing, ribbon, cartridge, printing ink, papers for report printing etc shall be borne by the contractor.

### **Maintenance of the system**

- 2.17 The implementing agency shall be liable to the system during the complete contract period which includes regular and emergency maintenance. The maintenance scope shall include maintenance of server, computers, printers, UPS and software etc. In case of any additional hardware/spares are required during the project period the same shall be procured by the contractor at no additional cost to the Company. The implementing agency shall ensure that not a single system/component is in a state of breakdown for more that two hours.

### **Tampering of data**

- 2.18 In case it is detected at any stage that the meter readers appointed by the service provider have indulged/are indulging in tampering of revenue data/meter readings of consumers, the service provider shall be directly held responsible for such lapses on part of the meter readers. In cases of detection of such tampering the Company shall take appropriate action on the service provider as per the provisions of the Indian Electricity Act-2003.

### **System security**

- 2.19 Adequate security features should be built into the servers, computer system, hand held devices and other related systems to ensure security of the data.
- 2.20 The implementation agency shall take foolproof measures for data security and shall not share the database with any agency/person without prior written permission of the Company. The database shall also not be utilized by the implementing agency for any other purpose whatsoever.

### **Reports to be generated**

- 2.21 The contractor shall install online MIS software on the server. The access to this system shall be provided to all the division and zone/DC in-charges where digital photo meter reading is to be initiated. The software shall be provided with features such that the officials of the company may generate customised MIS reports as per their requirements. In addition, the contractor shall ensure that the database which shall be used by the software for generating the reports is updated on a weekly basis with the latest meter reading and billing related data.
- 2.22 Also, the zonal/DC in-charges and the divisional in-charges shall be given access to these reports. It should be ensured that the above officials have access to the database of the contractor and can generate one or all of these reports on need basis at any

required time. The above officials should be given a interactive and convenient user interface on their desktops/laptops through which they should be able to generate these reports as required.

- 2.23 The format of the reports shall be intimated to the contractor at a later stage. However the reports shall pertain to the following details:
- (a) Consumers with zero consumption
  - (b) List of consumers where premises found locked
  - (c) List of consumers where consumption has shown major change i.e. more than 20% (As per required consumption slab) as compared to previous month/season.
  - (d) List of consumers with previous arrears, current outstanding and payments made if any
  - (e) Report of any consumer showing his consumption pattern, payments details.
- 2.24 The above list of reports is by no means exhaustive. Any further additions/deletions may be done by the company staff on need basis.

### **Requirements in printing solution**

- 2.25 The printing solution offered, must be capable of printing the Hindi language data in Devnagri Script.
- 2.26 The print quality on bills must be at-least 600 x 300 DPI for bar codes. Technical details of the printing solution being offered regarding DPI requirement and multi colour high speed printing must be submitted along-with technical offer.
- 2.27 The variable data printed on the Energy Bill shall have clarity. The minimum font size shall be 10 Arial with 300 DPI.
- 2.28 The required machinery for executing the work shall be owned, installed and maintained by the bidder, within the area of operation of the company.
- 2.29 The contractor shall make foolproof and transparent arrangements to ensure that all the data supplied by Company is printed within stipulated time period.
- 2.30 The contractor 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.

## **A3: ELIGIBILITY CRITERIA**

### **General**

- 3.1 Bidding is open to an individual/firm/company or a joint venture of maximum two individuals/firms/companies, which meets prescribed qualifying requirements. Joint ventures/Consortium of more than two firms shall not be permitted to participate.
- 3.2 In case of Joint venture, one of the partners shall be nominated as lead partner. The lead partner must not have less than 51 % of share and the other partner shall not have less than 25 % share in the Joint venture. The lead partner shall be authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture. Execution of the contract including receipt of payment shall be done exclusively through the lead partner. Authorisation to the lead partner shall be evidenced by submitting a Joint Venture Agreement signed by legally authorised signatories of all the partners as per the proforma shown in **Annexure-C**.
- 3.3 In case of Joint ventures, the bid and all tender documents shall be signed either by the lead partner or both the partners of JV. However, irrespective of the fact that whether any partner of JV has signed all the bid papers or not, if bid is submitted as JV, all the partners of the JV shall be liable jointly and severally for execution of the contract.

### **Financial Eligibility**

- 3.4 Annual turnover of the bidder/lead member (average of last 2 years) should be equal to or more than Rs.10 Crores and that of the second partner (in case of consortium) of the consortium should be 2.5 crores. Annual Turnover should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned.
- 3.5 The bidders need to submit at least two copies of their profit and loss account and balance sheet for the last two financial years for ascertainment of Financial Eligibility.

### **Technical eligibility**

- 3.6 The bidders are also required to fulfil the following essential conditions of eligibility criteria for its technical and financial evaluation of bid proposal:
  - (a) The Bidder should submit the earnest money deposit (EMD) as mentioned in the tender documents.
  - (b) The Bidder should be a registered legal entity.
  - (c) One member of the consortium or the same consortium must have successfully executed photo meter reading activity in at least one Discom in India in the last three years for at-least fifty thousand consumers for a minimum period of 12 months. Performance certificates/citations confirming the same shall be enclosed in the technical proposal.

OR

- (d) The bidder (any partner in case of a joint venture) must be in the field of software with experience in printing of variable data on bills for consumers of any Utility/any other businesses, since **at least one year** and must fulfil following requirements.
- (i) Must have rendered services for generation of at least 60 lakh bills/ annum in any of the past two financial years. A certificate in this regard from the organization to which services were rendered in the past shall have to be furnished along with the offer as per enclosed schedule III part “A”.
  - (ii) Must have high speed four colour printing machinery. Details about capability of Four Colour high speed printing machines available with bidder needs to be submitted.
  - (iii) Must have adequate computers, peripherals, required to carry out the work and adequate office space etc.
- 3.7 The bidder (any partner in case of a joint venture) must have sufficient machinery to print the stationary for bills (including printing of advertisements) or they must have agreement to provide such stationery in adequate quantity as specified in scope of work with the printers and requisite other equipments.
- 3.8 The bidders have to fulfil each of the above eligibility criteria else their tenders will be rejected and not considered for further evaluation. A bidder shall be disqualified if it is determined by the MPPKVVCL at any stage of the bidding process that the bidder has made misleading or false representation in the form, statements and attachments in the proof of the qualification requirements.

# **Instructions to bidders**

## **A4: INSTRUCTIONS TO BIDDERS**

### **General**

- 4.1 The bidders are requested to ensure that they furnish the offer in duplicate and each page of the tender should be signed and duly stamped by the bidder. Any corrections/overwriting should be signed by the bidder. An offer with corrections/overwriting without signature of the bidder is likely to be rejected
- 4.2 The Bidders are requested to ensure that all required schedules duly filled-in, are submitted with the offer. The bidders should also note that in absence of any of the schedules, their offer is likely to be rejected.
- 4.3 Transfer of the documents purchased by one bidder to any other bidder is not permissible.
- 4.4 Before submitting the tender, the bidder shall be deemed to have full knowledge of all relevant documents and have satisfied himself by actual inspection of site and locality of work. It must be ensured that all conditions that are likely to be encountered during the execution of work have been taken into consideration and the quoted rates are adequate to meet all the contractual obligations under this contract.
- 4.5 The submission of a tender by the bidder implies that he has read and accepted the instructions, conditions of the contract and made himself aware of the scope and specifications of the work to be done, and all other factors having a bearing on the execution of works.
- 4.6 The company will not, after acceptance of contract rate, pay extra charges for any reason whatsoever, in case the contractor is found later to have misjudged any condition(s).
- 4.7 The bidders, who require clarification on any aspect of this Request for Proposal (RFP), should send their queries in writing at least **seven** days before submission of tender documents so that the clarification in writing is made available to all the bidders. Such clarifications will be treated as part of the Bid Documents.
- 4.8 The price (financial) bids should specify the cost for the activities of meter reading (with the same being digitally recorded in the form of a picture, which shall be taken using a camera conforming to specifications provided in this tender), bill printing and bill distribution per consumer as per **form F1**. Tax payable by the contractor shall be deducted at source in accordance with the provisions of the Income Tax Act, 1961.
- 4.9 Tenders duly filled must be submitted in sealed covers addressed to Chief Engineer (Indore region) MPPKVV Co. Ltd., Polo Ground, Indore. Unless delivered personally, tender should be submitted by post/Courier. If forwarded by post the sealed envelope containing the tender and addressed as specified above, shall be forwarded so as to reach not later than the time stipulated above on the due date of opening of tender.

- 4.10 Tenders will be opened as per the schedule provided in the NIT and in the presence of such Bidders or their representatives as may be present at the time of opening. Bids/tenders shall be submitted by the bidder within the prescribed due date and time, and delayed submission for whatsoever reasons, will not be accepted. The MPPKVVCL, Indore shall not assume any responsibility for any postal delays either for the late receipt of documents by bidders or late receipt of bids by the MPPKVVCL, Indore. No extension in time shall be granted on such grounds.
- 4.11 **Lump sum based bids:** In case prices for some items or all items are given as a lump sum, instead of unit prices as required in the tender specifications, MPPKVVCL, Indore can summarily reject such incomplete tender.
- 4.12 **Ambiguities in conditions of bids:** In case of ambiguous or self contradictory terms/conditions mentioned in the bid, interpretation as may be advantageous to the MPPKVVCL, Indore, may be taken without any reference to the tenders.
- 4.13 Blank Tender forms and other conditions of contract with all necessary documents will be issued to contractors as per the tender notice during office hours on working days till last date of purchase of tenders.
- 4.14 A bid which gets opened before the due dates as a result of improper or no indication having been given on the cover to indicate that it is a tender, will be disqualified. Bidders will not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. This includes post tender price changes/modifications etc. after opening of Price Bid. In such events, otherwise, i.e., when a bidder does not comply, tender will be rejected.
- 4.15 Details of work or any other clarification can be obtained from the office of the Chief Engineer, Indore region, on any working day between 11 to 16.00 Hrs. No information will be given on the date of opening of tenders.
- 4.16 One contractor/firm can submit only one tender for the same work.
- 4.17 Bidder must return the form of tender with the specification and the Bill of Quantities and rates and any other schedule duly signed at the place specified. All pages of the tender documents conditions of contract, specification etc. shall bear the full signatures of the contractor at the foot of every page on the right hand corner. Any bid not bearing signatures on all the documents accompanying the tender is liable to be rejected. The transfer of tender forms purchased by one Bidder to another is not permissible.
- 4.18 The Tender documents shall be written legibly and free from erasure, overwriting or conversions of figures. Any corrections, where unavoidable, shall be made by crossing it out, duly signed with date. The tenders found with over writing; erasures etc. are likely to be rejected.
- 4.19 Tenders who do not fulfil all or any of the above conditions or are incomplete in any respect are liable to be rejected. MPPKVVCL reserves the right to reject any or all the tenders without assigning any reason.

## **Pre-Bid Conference**

- 4.20 The bidders may request for clarification or changes in the tender documents by submitting the issues at least one week before the pre-bid conference date. The issues would be discussed in presence of all the bidders or their representatives, who wish to be present on the pre-bid conference. Format for submission of queries is attached in **Annexure-E**.
- 4.21 After thorough discussions held during the pre-bid conference, the discom shall prepare record notes of discussions, if required, and upload the same on the website for information of the bidders.
- 4.22 The purchase department may modify the tender documents by issuing addendum as a result of a request or clarification discussed during the pre-bid conference.
- 4.23 It may be noted that the firm/agency's representative shall produce authorization letter of the respective firm/agency before attending the pre-bid conference.
- 4.24 Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

## **Consortium**

- 4.25 The bidders are allowed to form a consortium/bidding entity/teaming agreement with maximum of one party (other than the lead bidder) to make their response to this RFP. However, one member of the consortium will be lead member and he would be responsible for successful execution of the contract.
- 4.26 For qualification purposes, the credentials of the lead member would be considered. However, the second member of the consortium should also fulfil at-least 25% of the financial eligibility criteria as have been elaborated later on.

## **Associated cost of bid preparation and submission**

- 4.27 The bidder shall bear all the cost and expenses associated with preparation and submission of its Bid including post Bid discussions, technical and other presentations etc. and MPPPKVVCL will in no case be responsible for or liable to the costs, regardless of the conduct or outcome of the Bidding process.

## **Earnest money deposit**

- 4.28 The Bidder shall deposit the Earnest Money amounting to Rs.50000/- along with the bid. No offer will be accepted without Earnest Money Deposit, unless exempted by the MPPKVVCL, Indore. If on opening of tender any discrepancy in EMD amount is noticed, the tender shall be rejected and returned to the bidder.
- 4.29 The Earnest Money can be deposited in one of the following forms only:

- (a) In cash, to be deposited with the Senior Accounts Officer, MPPKVVCL, Indore.
  - (b) By Bank Draft in favour of Senior Accounts Officer, MPPKVVCL, Indore.
- 4.30 In case, the bidder withdraws this offer during the validity period, after placement of order, the EMD amount shall be forfeited.
- 4.31 The unsuccessful bidders shall be refunded their Earnest Money after 30 days from the date of award of contract. In case the bidder is likely to be awarded the work or if his case has not been finalized the EMD shall be retained for the period mentioned in clause for 'Validity of Offer'. The earnest money of successful bidder shall become part of the initial security deposit. No interest shall be payable on such Deposits lying with the Company.
- 4.32 The Bank charges if any shall be to the account of the Bidder.
- 4.33 The Company reserves the right to forfeit EMD or part thereof in circumstances, which according to it indicates that the bidders are not earnest in accepting/executing orders placed under given specifications.

### **Taxes and duties**

- 4.34 Entry tax if applicable will be borne by the company.
- 4.35 M.P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore is a registered dealer under MP VAT Act 2002 and Central Sales Tax Act 1956. Necessary declaration form, to avail concessional CST may be furnished after receipt of printed bills at destination, by the Company.

### **Amendments to bid document**

- 4.36 At any time prior to the deadline for submission of the bid (technical and financial proposals) or extended date, if deemed necessary, Company reserves the right to add/modify/delete any portion of this document by issue of an amendment, which will be sent to all such bidders, who have indicated their intention to bid. The amendment shall be binding on all bidders.
- 4.37 In a scenario where the interested bidder has already submitted his bid post which the Company issues a corrigendum/addendum to this tender document then such bidders shall be allowed to submit addendum/corrigendum to the already submitted bid. In no situation the bidder shall be allowed to withdraw his already submitted bid.

## **Documents comprising the bid**

### **Part A: Proof of eligibility**

- 4.38 Supplementary information or documentation regarding qualifications may be sought from the Bidders at any time and must be so provided within a reasonable time frame as stipulated by the Client.
- 4.39 The bidders shall submit requisite documents justifying the proof of eligibility as per Form E1 as detailed in the 'Standard Forms' section.

### **Part B: Technical Proposal**

- 4.40 The Technical Proposal shall provide the following information using the attached Standard Forms (Forms T1 to T5 shall be filled up and any other required information may be provided on plain paper):
- (a) T-1: Technical Proposal shall be accompanied by a covering letter.
  - (b) T-2: A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature in accordance with format attached.
  - (c) T-3: A detailed description of the methodology and work plan for performing the assignment.
  - (d) T-4: The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing. The staff details for each team shall include the following details
    - (i) Project manager- (One for the complete project) Engineering graduate with minimum 5 years of related experience; to manage the overall project in the Company.
    - (ii) Supervisor 1 and 2 – Engineering graduate with minimum 2 years of related experience, to manage the operations of the company in three to four divisions each; the allocation of the same is left to the discretion of the implementing agency.
  - (e) T-5: CVs recently signed by the proposed professional staff, as per serial number (d) and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during past years.

***The Technical Proposal shall not include any financial information***

### **Sequence and details of documents to be submitted with Technical Proposal**

- (a) Power of Attorney/Board resolution in favour of signatory of the bid

- (b) Formats T1 to T5
- (c) Completion Certificates/Citations Received
- (d) PAN/Service Tax copy
- (e) JV agreement deed in the format enclosed (**Annexure-C**)
- (f) Other details as called for in the bid documents or which the bidder may like to highlight.

The bidder shall furnish email address and contact telephone numbers of appropriate person.

**Part C: Financial Proposal:**

4.41 The bidder shall submit the financial offer in the format given in **Form-F1**. In preparing the financial proposal, bidders are expected to take into account the requirements and conditions outlined in the tender documents.

4.42 The financial bid shall comprise of three quotes namely:

- (a) Quotation for providing services of photo meter reading, bill printing and bill distribution – let this be ‘A’
- (b) Quotation for providing stationary for bill printing – let this be ‘B’
- (c) Concession given to the Company for utilizing empty space on bills for advertising purpose – let this be ‘C’

4.43 All the figures in A, B and C shall be quoted for per consumer. The figures quoted in A shall attract service tax and the figure in B shall attract VAT at rates prevalent in the state of Madhya Pradesh. Both these taxes shall be borne by the Company. However the tax liabilities created, if any, by the concession given by the contractor for utilizing the empty space on the bills for advertising purposes shall be borne by the Company.

4.44 The contractor shall raise two different invoices each month, one for providing services of photo meter reading and bill printing and another for providing stationary for bill printing. The contractor shall be made payment after deducting the concession that he has offered in his bid for utilizing the empty space on the bills for advertisement purpose. For example if the contractor performs meter reading and bill printing activity for a set of ‘N’ consumers in a month, then the net amount payable to him shall be calculated as under:

- (a) Total amount payable for providing services of photo meter reading, bill printing & bill distribution (against first invoice)

$$= N*A + \text{service tax payable on 'N*A'}$$

$$= X \text{ (say)}$$

- (b) Total amount payable for providing stationary for bill printing (against second invoice) =  $N*B + \text{VAT payable on 'N*B'}$

$$= Y \text{ (say)}$$

- (c) Total amount deductible as concession for utilizing empty space on electricity bills for advertisement purpose =  $N*C$

$$= Z \text{ (say)}$$

The net payable amount to the contractor shall then be ' $X+Y-Z$ '.

- 4.45 For the purpose of evaluating the financial proposal too, the above calculation shall be performed after taking the number of consumers as 1.

- 4.46 For the purpose of making payment to the contractor, the amount ' $Z$ ' calculated above shall be deducted from ' $X$ ' and the rest of the payment shall be made against the first invoice of the contractor and against the second invoice full payment shall be made. In case ' $Z$ ' exceeds ' $X$ ', then the balance of ' $Z-X$ ', shall further be deducted from ' $Y$ ' calculated above and the payment shall be made accordingly against the second invoice.

## **Bid submission**

- 4.47 Bids/tenders shall be submitted by the bidder within the prescribed due date and time, and delayed submission for whatsoever reasons, will not be accepted.

- 4.48 The bids shall be submitted in three parts.

- (a) **Part A: Earnest Money Deposit (EMD) and form E1** as per the guidelines to be submitted and presented along with the technical and financial bid (Part-B & C respectively) in a separately sealed envelope. The envelop shall be marked EARNEST MONEY DEPOSIT AND FORM E1 FOR CARRYING OUT DIGITAL PHOTO METER READING, BILL PRINTING AND BILL DISTRIBUTION ACTIVITY IN SELECT ZONES OF MPPKVCL.

- (b) **Part-B-Technical bid:** Technical bid detailing the experience of the bidder (as required under pre-qualification requirements) and proposed approach and methodology should be included in this part. The details of personnel proposed to be deployed, their experience, qualification shall also be provided. The bidder shall make two copies of the technical bid and the same shall be superscripted as Original and Duplicate. In a situation of inconsistency, among the contents of the two copies, the contents of the copy marked Original will be considered as final for the purpose of evaluation. The two copies of the technical bid shall be sealed in a single envelope with the superscription- TECHNICAL PROPOSAL FOR CARRYING OUT DIGITAL PHOTO

METER READING, BILL PRINTING AND BILL DISTRIBUTION  
ACTIVITY IN SELECT ZONES OF MPPKVVCL.

- (c) **Part-C-Financial bid:** The financial bid shall be furnished under Part-C. The bidder shall make two copies of the financial bid and the same shall be superscripted as Original and Duplicate. In a situation of inconsistency, among the contents of the three copies, the contents of the copy marked Original will be considered as final for the purpose of evaluation. The two copies of the financial bid shall be sealed in a single envelope with the superscription - FINANCIAL PROPOSAL FOR CARRYING OUT DIGITAL PHOTO METER READING, BILL PRINTING AND BILL DISTRIBUTION ACTIVITY IN SELECT ZONES OF MPPKVVCL. Financial bid should be valid for a period of not less than 180 days, from the date of opening of price bid.
- 4.49 The three envelopes enclosing the technical bid, financial bid and the EMD shall then be placed in an outer envelope and sealed. The outer envelope shall clearly indicate the Bidder's name and address and the following text in bold: PROPOSAL FOR CARRYING OUT DIGITAL PHOTO METER READING ACTIVITY IN SELECT ZONES OF MPPKVVCL.
- 4.50 The bidder shall specifically mention the period of validity of the offer on the envelop in which the bid is submitted, as well as in the financial and technical forms. The period of validity shall not be less than that specified in the bid documents. The bid shall not be opened in case the period of validity is not indicated on the envelop containing the bid or if the specified validity period is less than 180 days from the date of opening of financial bids.
- 4.51 The Technical & Financial Proposals shall be sent to the following addresses:
- Chief Engineer (Indore region)**  
**Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd.**  
**GPH Compound, Polo ground**  
**Indore-452015,**  
**Madhya Pradesh.**
- 4.52 All required copies of the technical & financial Proposals are to be made from the original.
- 4.53 An authorized representative of the bidders shall initial all pages of the original technical and financial proposals. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed technical and financial proposals shall be marked "ORIGINAL".
- 4.54 Bid shall be submitted in the forms attached herein and all blanks in the bid shall be duly filled in the original and the duplicate copies. The complete forms shall form part of contract documents in case of successful bid.

- 4.55 The bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidders themselves. The person who signed the proposal must initial such corrections. The bid must comply entirely with the specifications along with deviations mentioned separately. All additions, modifications, alterations in the bid must be authorized by the signatory to the bidder.
- 4.56 **Language of bids:** The bid and all accompanying documents shall be in English or Hindi languages only.
- 4.57 **Alternative bids:** Bid should be submitted as per intent of tender documents; any alternative offers are liable to be rejected.
- 4.58 **Mistakes in bids:** Rates should be quoted in both; figures and words. In case of ambiguity between rates in figures and words, the amount quoted in words would prevail. However, company may, in its sole discretion, take any other interpretation, or reject such offers.
- 4.59 **Printed terms and conditions in bids:** Contractor's printed terms and conditions will not be considered as forming part of the tender under any circumstances whatsoever it may be.
- 4.60 **Disqualification of bids:** A bid which gets opened before the due dates as a result of improper or no indication having been given on the cover to indicate that it is a tender, will be disqualified. Bidders will not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. This includes post tender price changes/modifications etc. after opening of Price Bid. In such events, otherwise, i.e., when a bidder does not comply, tender will be rejected.
- 4.61 **Canvassing of bids:** Tender shall be deemed to be under consideration, after opening of tender/ bid, till placement of order. During this period, the bidders or their authorized representatives or other interested parties are advised strongly, in their own interest, to refrain from contacting by any means any of the Company's personal or Representative, on matters relating to tender under process. The company desires to deal directly with the bidder to avoid delay in decision making. It will be in the interest of bidder to avoid liaisoning/commission agent.
- 4.62 **Bids received by messenger:** When tenders are delivered by a special messenger, the same should be dropped in the Tender Box, kept in the O/o. CMD (WZ), MPPKVVCL, Indore on all working days indicated in tender notice between 10-30 hours to 15 hours only. Nobody is authorized to receive or grant receipt for tender delivered by hand.
- 4.63 **Acceptance of tender:** The MPPKVVCL, Indore may reject any or all tenders or to accept any tender considering advantageous to MPPKVVCL, Indore whether it is the lowest offer or not.
- (a) The MPPKVVCL, Indore may split the quantities against the tender on more than one firm for the same work. No reasons shall be assigned by the MPPKVVCL, Indore for this and the same will be binding on the bidders.

- (b) The successful bidder would have to execute an Agreement as shall be required by the Company within 15 days of the intimation being given to him regarding acceptance of his bid, for successful completion of the work.
- 4.64 **Sales tax clearance certificate:** The bidder shall furnish Sales Tax Clearance Certificate from competent authority. Alternatively, the bidder shall give reasons for his inability to furnish such a certificate. The Company reserves the right to reject any tender if Sales tax certificate or the reasons for the bidder's inability to furnish such a certificate are not furnished.
- 4.65 Bids should be typed or printed. No bid filled otherwise shall be considered.
- 4.66 The bidder should quote the prices strictly in the manner indicated herein, failing which the bid is liable for rejection. The rates/prices shall be in words as well as in figures. This must not contain any additions, alterations, modifications, cuttings or corrections and any other marking, which leave any room for doubt.
- 4.67 Incomplete and/or telegraphic/fax/E-mail quotations shall not be accepted.

### **Bid validity**

- 4.68 The bidder's proposal must remain valid for acceptance for a period of 180 days from the date of opening of financial bid. The Company may ask the bidder to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal.

### **Cost of tender**

- 4.69 The bid document can be obtained from the office of the Chief Engineer, Indore region during office hours from the date mentioned in the NIT between 11.00 a.m. to 5.00 p.m. at the cost of Rs.2000/- to be paid either in cash or by Demand Draft drawn on any Nationalised Bank payable at Indore.

### **Bid Opening and Evaluation**

- 4.70 The Technical Bids shall be opened immediately after the deadline for bid submission on the date mentioned in the NIT. In case, due date of opening of tenders happens to be holiday then the tenders shall be opened at the same time on the next working day.
- 4.71 At the time of opening of the Technical Bids, the Company representatives will carry out a preliminary examination of the technical bids to ensure that they are complete, whether the EMD has been submitted, whether the documents have been properly signed, and whether the bids are generally in order. In case EMD is not received with the tender, the bid will be rejected and the tender will not be opened.

- 4.72 The Company will open the financial bids in the office in the presence of bidders or their authorised representatives who choose to be present. In case the opening date happens to be or is declared a holiday, the bid shall be opened on the next working day at the same place and time unless notified otherwise.
- 4.73 Financial bids for only those bidders shall be opened whose technical bids are found complete in all respect and who fulfil the pre-qualification criteria as prescribed above.

### **Evaluation of Technical Proposal**

- 4.74 The evaluation of the bids and the selection of the firm would be done based on the technical and commercial capacity of the firm to execute the contract as well as the financial proposal submitted by the firm. The detailed methodology for evaluation is as given below.
- 4.75 The Technical Bids should be evaluated based on the points awarded to each bidder on the following basis (figure in the right side is the maximum score):

	<b>Evaluation Criteria</b>	<b>Sub Points</b>	<b>Points</b>
<b>1</b>	<b>Specific experience of the bidder related to the assignment</b>		<b>60</b>
a)	Annual average number of consumers for which the camera based digital photo meter reading activity has been carried out  Maximum marks to be allotted to the bidder with the highest number of consumers and the rest would be allotted on the percentile basis with respect to the maximum	20	
b)	Annual average number of bills printing undertaken by the bidder  Maximum marks to be allotted to the bidder with the highest number of consumers and the rest would be allotted on the percentile basis with respect to the maximum	20	
c)	Experience in undertaking other similar activities namely meter reading/bill printing/bill distribution assignments in power distribution at national or international level  The experience would be calculated based on the number of consumers served for which each of the above activities have been carried out. The allocation	20	

	<b>Evaluation Criteria</b>	<b>Sub Points</b>	<b>Points</b>
	of marks would be on a percentile basis as mentioned above.		
<b>2</b>	<b>Adequacy of the proposed work plan &amp; methodology</b>		<b>20</b>
a)	Understanding of the Terms of Reference interpretation comments and coverage of TOR for its adequacy  Specific and strategic approach in carrying out the assignment	10	
b)	Adequacy of the proposed team  Quality of team structure and adequacy of the entire team for delivering the scope of work, organization, staffing and activity schedules, duration and input of staff month	10	
<b>3</b>	<b>Qualifications and competence of the key professional Staff for the Assignment</b>		<b>20</b>
a)	Project Managers	5	
b)	Supervisors for each team	10	
c)	Qualifications and competence of the Support team members for the Assignment	5	
	<b>Total Points</b>		<b>100</b>

- 4.76 The total points scored by the bidders in the technical evaluation shall be regarded as the qualifying criteria alone. All bidders scoring **75%** and above shall be qualified for the next stage of evaluation i.e. evaluation of financial bid.
- 4.77 In case of a joint venture, if one partner has the experience of providing the services of photo meter reading and the second partner has the experience of bill printing, then the joint entity shall be entitled to marks in both th3 sub-sections 1(a) and 1(b) above. The evaluation and award of marks will however be done on the discretion of the Company.
- 4.78 The bidder must submit updated curriculum vitae (CV) duly signed by the proposed key professional staff or an authorized competent person of the bidder. Key information should include years with the firm, professional qualification and degree of responsibility held in various assignments during the past ten years.

- 4.79 The Technical Forms T1 – T5 shall form part of the Technical Offer and should be submitted along with it.
- 4.80 The financial proposal (bids) of only short listed parties who have submitted the proof of eligibility and have also qualified in the technical evaluation shall be opened on the date and time which shall be notified to the short-listed bidders after the opening of technical bids in the presence of concerned bidders or their duly authorized representatives, who wish to be present. The financial bids of all other bidders shall be returned unopened.

### **Negotiations**

- 4.81 The firm quoting the lowest in terms of the overall cost of the contract will be invited for discussions. The aim is to finalize the contract for signatures.
- 4.82 Negotiations will include discussion on staffing pattern, proposed methodology, work plan, activities, logistics and reporting, as also the inputs required from the Company and other related matter. Discussion may also invoke negotiations on financial offer.
- 4.83 If negotiations with the lowest bidder fail, the Company will invite the bidder who has quoted the second lowest amongst all the bidders to negotiate a contract and so on.

### **Rejection of bids**

- 4.84 The tender inviting authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.

### **Penalties and liquidated damages**

- 4.85 The essence of this activity is to ensure that consumers get their bills in time as well as the accuracy of the same is guaranteed. Thus, performing the work efficiently and with high level of accuracy would be mandatory for the contractor. In case the contractor fails on various accounts to fulfil the conditions of the contract, liquidated damages as elaborated below shall be levied on the contractor:
- (a) **Delay in commencement of work:** In case the contractor fails to meet the deadlines to complete the two stages of work as mentioned above, liquidated damages of 0.5% per week for first 4 weeks and 1% per week subsequently, of the total monthly billing of the contractor shall be recovered from the contractor subjected to a maximum of 10%. However, if the firm covers up the delay of the first stage in subsequent stage, then the firm can claim for refund of the penalty deducted in the first stage.
  - (b) **Liquidated damages for delay in providing the data to the Company within the two days of taking the meter reading:** The implementing agency shall ensure that the data for all consumer groups, whose reading has been taken on a particular day, shall be downloaded into the computer by 12' noon

the next day failing which a liquidated damage sum up-to **Rs.1/- per consumer per day** with no upper limit may be imposed at the discretion of the Engineer in-charge.

- (c) Errors in recording readings = Rs1000 per wrong entry or the actual loss incurred by the company whichever is less.
  - (d) Lost I-Cards = Rs.100 per card
  - (e) Delay in consumer reading = Rs.10 per consumer per day subjected to a maximum of 25% of the total bill.
  - (f) Non-availability of data for updation into MPPKVVCL Billing System = Rs.10000 upto 3 days and Rs.5000 for each subsequent day of the default beyond 3 days.
  - (g) Penalty for delay in revision of software as per requirements of the Company: liquidated damages **at the rate of 2%** of the average monthly contract value shall be charged per week subject to a maximum of 6%. In addition in case any penalties are levied on the company by the regulatory commission due to non incorporation of provided changes or any loss is incurred by the company due to the same, the losses shall be on the account of the contractor. The same shall be deducted from his monthly bill.
  - (h) Penalty for delayed deliver of bills = Rs.0.5 per consumer per day of delayed deliver beyond schedule
  - (i) Penalty for non delivery of bills = Rs.10 per consumer bill.
- 4.86 Also in case the Hon. Regulatory commission penalizes MPPKVVCL, levies penalty/ fine on account of non-compliance of standards of performance with respect to the bills issued under this contract (delay or wrong bill or for any other reason pertaining to billing) and where the agency is responsible for this the same penalty/fine will be on the agency's account & it will be deducted from agency's bill.
- 4.87 If the wrong bills exceeds 5% (in quantity) during a particular month due to faulty printing or faulty meter reading, the contract is liable to be terminated and MPPKVVCL will be entitled to deduct/recover the amount of liquidated damages from the bills payable to agency or any other amount due or payable to agency against this or any other contract.
- 4.88 If there is any loss to the company on account of under meter-reading or other causes, the entire loss would be claimed from the Agency, in addition to other steps that would be taken by the company against the Agency
- 4.89 Please note that the above penalties are applicable for the first instance of default only. In-case the agency is found to be guilty of committing errors/deficiencies repeatedly, other actions including termination of contract at the risk and responsibility of contractor may be taken.

- 4.90 All penalties would be deducted from the monthly-bill payment made to the Agency. In case the same is not sufficient to meet the penalties the excess amount shall be deducted from the security deposit of the contractor or recovered in any other manner appropriate.
- 4.91 The Executive Engineer of the concerned Divisional Office is the competent authority to decide on the imposition of penalties as per the prevailing conditions. If the Agency feels aggrieved even then, then it can approach the Chief Engineer, Indore region for adjudication. The verdict of the SE would be deemed as final and binding from MPPKVVCL's end.
- 4.92 Any dispute or difference arising out of this agreement shall be decided by the courts situated at INDORE only.

# **General terms and conditions of contract**

## **A5: GENERAL CONDITIONS OF CONTRACT**

### **Definitions**

- 5.1 “Company” means the Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co Ltd, Indore and the expression shall include its permitted assigns, successors or executors.
- 5.2 “Supplier” or “Service provider” or “Contractor” means the bidder whose bid is accepted by the company for award of Works and shall include such successful bidder’s legal representatives, successors and permitted assignees.
- 5.3 “Engineer In-charge” means any officer designated as such, by respective Chief Engineers of the regions.
- 5.4 “Works” means any or all works which are required to be executed by Contractor as specified in the “Scope of Work” and elsewhere in this document.

### **Conditions specified in “scope of work”, “eligibility criteria” & “instructions to bidders”**

- 5.5 All terms and conditions, instructions and directions to bidders which are mentioned under the sections “General Instructions to Bidders”, “Eligibility Criterion”, “Scope of Work” and enclosures/ annexure thereof shall deemed to be forming part of and included, in the General Terms and Conditions of the Contract.

### **Price**

- 5.6 The bidders are requested to quote firm price in Indian Rupees.
- 5.7 It is the responsibility of the bidder to make sure about the correct rates of duty/tax if any that can be levied on the work/service at the time of bidding. If the rates assumed by the bidders are less than the current rates prevailing at the time of bidding, the Company will not be responsible for the mistake.
- 5.8 Certificate of Tax deducted at Source (TDS) shall be issued by payment making authority.
- 5.9 The prices shall be quoted exactly as per the price schedule enclosed with the tender specification, including all elements. In absence of this, the offer shall be liable for rejection.

### **Transit risk**

- 5.10 Responsibility regarding covering of risk during transit of bills, stationery etc. shall entirely be on the Contractor. The MPPKVCL, Indore shall, in any case, not bear the transit risks/ transit insurance charges.

## **Packaging an forwarding**

- 5.11 The Contractor shall be responsible for the Bills and Stationery being sufficiently and properly packed at his expenses for transport, so as to ensure them being free from the loss/ damage due to handling and transport to the destination.
- 5.12 Each package shall be prominently and distinctly marked on atleast two faces, indicating the full address of the consignee, and other relevant details.

## **Insurance**

- 5.13 The bidder will be responsible for taking out any appropriate insurance coverage, as may be required for successful completion of the job, at their own cost. Before submitting the tender, bidder shall be deemed to have full knowledge of all relevant documents and have satisfied himself by actual inspection of the site and locality of work that all conditions liable to be encountered during the execution of the works are taken into account and that the rate he enters in the tender forms are adequate and all inclusive to accord with the provisions of general/special conditions of contract for the completion of the work to the satisfaction of the Engineer-in-charge.

## **Payment terms**

- 5.14 **Mode of payment:** The contractor shall submit a bill in triplicate to the Divisional Engineer, by 5th of each month in proforma that shall be approved by the Company. The Divisional Engineer shall certify the same and forward it for payment. The payment shall be made as per rules after deduction of statutory levies. Normally the payment shall be made within 45 days of certification by the Engineer in charge. The contractor shall submit his Bank Account No., Branch etc. for enabling payment through ECS or payment shall be forwarded through Cheque/Demand Draft by Registered Post only. In case of a DD the bank commission charges shall be on the account of the contractor.
- 5.15 No mobilization advance shall be paid to the successful Bidder, as such the same will not be considered in the bid.
- 5.16 All payments against the contract shall be made by the Company in Indian rupees.
- 5.17 Other penalties in case of unsatisfactory work shall be levied as has been detailed below and the same shall be deducted from the monthly bill of the implementing agency.
- 5.18 The contractor must arrange for all materials, man power and include all such costs in the rate quoted by him for this work.

- 5.19 **Subletting of contract:** The work has to be executed by the Contractor himself and no work, or part thereof, shall be sub-let or given to sub-contractor without specific approval of the company. In case any work is sub-let or given to any sub-contractor after obtaining approval of the company, such subcontractor shall also have to follow all the terms and conditions for execution of the work, as are applicable to the Contractor.
- 5.20 It shall not be obligatory for the Company or its Officers to accept the lowest tender. The authority for the acceptance of the tender will rest with the Company which neither binds itself to accept the lowest or any other tender nor does it undertake to assign any reasons for declining to consider any particular tender or tenders.
- 5.21 The successful bidder must have sound financial standing. The accepting authority will ascertain the financial capability of the bidder. The bidder shall make available all the information as demanded by the accepting authority to verify the financial capability through financial institutions or any other means desired by him.
- 5.22 Should a bidder find discrepancies or omissions in this tender document or he is in doubt as to their meaning, he should at once notify the authority inviting tenders. Every endeavour has been made to avoid any error which can materially affect the basis of the tender, but if any error is subsequently discovered, the bidder shall make no subsequent claim on account thereof.
- 5.23 This notice of tender shall form part of the contract and any breach of the terms of this notice shall be breach of the contract.
- 5.24 Within 10 days of intimation being given to the bidder of the acceptance of the tender, the successful bidder shall execute an agreement duly stamped for the due and proper fulfilment of the contract. The cost of all stamp paper/stationery shall be borne by the contractor. Failure by the successful Bidder to furnish the prescribed security deposit or to execute the agreement within the period specified above - after his tender has been accepted or to start the work within such time as is determined by the Engineer-in-charge after notification of the acceptance of the tender shall entail forfeiture of the earnest money and cancellation of the contract without prejudice to the right of the Company to recover further damages, if any, from the Bidder.
- 5.25 **Penalty for breach of contract:** On the breach of any terms or condition of this contract by the contractor, the said Company shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the Company to recover any further sum as damages from any sum due or which may become due to the contractor by Company or otherwise howsoever. The breach of any terms of any of these General conditions of contract shall be deemed as breach of this contract.

- 5.26 **Penalty for failure to perform any activity:** In case the contractor fails to provide service as per specifications, penalty shall be imposed as per clause on “Penalty and liquidated damages”. Imposition of penalty shall be on discretion of Engineer in-charge. More than two defaults in any one month shall empower the Engineer to rescind the contract without prejudice to the right of the Company to realize further amount towards damages. The contractor shall well in advance make arrangements to carry out the work uninterruptedly anticipating absence of staff due to illness, leave, etc. It will be the responsibility of the contractor to keep available surplus workers/hardware to supplement the need as and when required.
- 5.27 **Action by Engineer in-charge in case of failure of contractor to perform (hereinafter referred as “Remedial action by Engineer”):** In any case in which the contractor commits breach of any terms of the contract or abandons the work wholly or partly for any reasons or dies or fails to carry out any work which he is bound to carry out under the terms of the contract, the Engineer in-charge on behalf of the Company shall have power to adopt any of the following courses without prejudice to any other right that may accrue to the Company under this contract:
- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer in-charge shall be conclusive evidence) in which case, the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Company without prejudice to the right of the Company to recover any further amount by way of damages.
  - (b) To measure up the work of the contractor and to take such part thereof as remains unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount which in excess, the certificate in writing of the Engineer in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Company under the contract and may be deducted from any money due to be paid to him by Company under the contract or otherwise from his security deposit or the proceeds of sale of a sufficient part thereof.
- 5.28 If the Engineer in-charge adopts any of the above courses, the contractor shall in no case whatsoever, have any claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagement or made any advances on account of or with a view, to the execution of the work or the performance of the contract. In case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work, therefore, actually performed under the contract, unless and until the Engineer in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

- 5.29 Contractor remains liable to pay compensation if no action taken under clause for “Remedial action by Engineer” - In any case in which any of the powers conferred upon the Engineer in-charge in above clause for “Remedial action by Engineer” thereof, shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitutes a waiver of any of conditions thereof and such power shall notwithstanding be exercisable in the event of any future case of defaults by the contractor and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Engineer in-charge putting in force either of the power (a) or (b) vested in him under the said clause he may, if he so desires, take possession of all or any tools, materials in or upon the work or in site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Engineer in-charge whose certificate thereof shall be final otherwise the Engineer in-charge may notice in writing to the contractor or his Clerk or work foreman or authorised agent require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer in-charge may remove them at the contractors expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer in-charge as to the expense of any such act shall be final and conclusive against the contractor.
- 5.30 **Law and Regulations:** All work shall be executed in accordance with the laws in India relating to the work and rules and regulations there under and any statutory modifications thereof wherever they are applicable unless otherwise agreed to in writing by the Engineer-in-charge and also shall be subject to any other legislation which is made applicable afterwards and becomes in force during the tenure of the contract. The contractor shall be bound by the provisions of all the legislation whether Central or State as in force and operative in Madhya Pradesh for the time being and, if on the default on the part of the contractor or his agent of any of the provision of any such law, the Company is required to incur any expenditure and liabilities arising there from, the Company may deduct and recover the same out of any sums due to the contractor in respect of this contract and otherwise also. The decision of the Company that any sums has become payable there under and the amount which has become payable shall be final and binding on the contractor. The particular laws which are emphasised as relevant to this contract are as under:
- (a) Implementation of employees’ provident fund and miscellaneous provisions Act, 1952.
  - (b) The Workmen’s Compensation Act, 1923, Seciton-12 sub section-1 - The company may recover, through the available security deposit or any other sum due, from contractor the compensation to be paid or paid under this Act.
  - (c) Payment of Wages Act, 1936 - The contractor shall disburse the wages to the workers within the time limit prescribed by various provisions of this Act.
- 5.31 Speculative bidding is prohibited. The right of acceptance or rejection of any bid is reserved by the Company.

- 5.32 **Suspension of work:** The Engineer in Charge can suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. Order for suspension of the works to the contractor shall be in writing. The Company shall not be responsible for any liabilities for such suspension of work.
- 5.33 **Power to vary or omit project:** The Engineer in Charge may vary or omit the bill of quantities if the Contractor is not able to perform satisfactorily or due to changes on any account.
- 5.34 **Security Deposit:** The successful bidder shall deposit D.D./Fixed Deposit or bank guaranty (**Annexure-D**) issued in favour of “Senior Accounts Officer, RAO MPPKVVCL-Indore”, for an amount equal to cost of work for two months within 15 days from the date of receipt of Letter of Intent. This amount will be retained as the Security for the due and proper fulfilment of the contract.
- 5.35 In case the performance bank guarantee or DD in lieu of performance security is not submitted within 15 days of the date of LoI
- (a) The issue of the work order/contract shall be withheld by the concerned authority till the receipt of Performance Bank Guarantee or DD/Bankers Cheque in lieu of performance security.
  - (b) Penalty @ 0.35% per week or part thereof of the performance security amount would be charged from the due date of submission, till the BG or DD in lieu of performance security is not submitted by the firm.
  - (c) In case the Performance Bank Guarantee or DD/Bankers Cheque in lieu of the Performance Security is not submitted within 45 days from the date of issue of LoA or the date if any as stipulated by the tender inviting authority, the Company reserves the right to cancel the LoA and initiate the action for allotment to next lowest acceptable party for awarding the contract and forfeit the earnest money deposit by the lowest bidder.
- 5.36 The successful Bidder will have to start functioning with in 10 days from the date of issue of work order by the Engineer in-charge to start the work. The period within which the entire work shall be taken over by the contractor shall be decided by the Engineer in-charge which shall normally be less than 3 months from the date of handing over of work. The failure of contractor to takeover the entire work within stipulated time shall be construed as default on the part of the contractor.
- 5.37 No interest shall be paid by the MPPKVVCL, Indore on security deposit furnished by the Contractors.
- 5.38 **Time Schedule:** The performance of the bidder shall be reviewed on bimonthly basis and shall be terminated in case of poor performance.
- 5.39 The Bidder will be responsible for taking out any appropriate insurance coverage at their own cost against manpower/instruments/company's property etc. as may be required for successful completion of the job and this Insurance cover shall be valid throughout the contract period.

- 5.40 **Tests to be conducted:** The Company or Engineer In charge may direct the Contractor to get the stationery tested in a laboratory approved by the Engineer in charge for the conformity of the material with the specifications. The frequency of Testing shall be generally six months or earlier in case some doubt is raised by the Engineer in charge.
- 5.41 **Royalties and patents:** All royalties for patent or any charges for usage or infringement there of that may be involved in the execution of work shall be included the quoted price, and the Contractor shall protect company against any claim thereof.

### **Cancellation of order**

- 5.42 The Company may upon written notice of default, terminate contract in the circumstances detailed hereunder:
- (a) If in the opinion of the company, the Contractor fails to complete the assigned work within the time specified or during the period for which extension has been granted by the company.
  - (b) If in the opinion of the company, the Contractor fails to comply with any of the other provisions of this contract or billing stationery is found not in accordance with prescribed specifications and/or the approved samples.
  - (c) If the contractor becomes insolvent or bankrupt.
  - (d) If as a result of force majeure the contractor is unable to perform work for more than 30 days.
  - (e) If the contractor, in the judgement of Engineer in-charge, has engaged in corrupt or fraudulent practices in execution of the Contract.
- 5.43 In the event of such termination, the Company shall exercise the discretionary powers as:
- (a) To recover from the Contractor the agreed liquidated damages.
- And/Or
- (b) To get the works executed from elsewhere, after giving due notices to the Contractor, on account and at the risk of the Contractor such works, which are not executed. Decision of the Company shall be final and binding in this regard.
- And/Or
- (c) To cancel the contract reserving Company's right to recover damages.

- 5.44 The powers under sub- clause((ii) a ,b, and c) referred to above, are in addition to the rights and remedy available to the MPPKVVCL, Indore under the law of India relating to contract.
- 5.45 In the event, MPPKVVCL, Indore does not terminate the order as provided in sub- clause (i) and (ii) above, the Contractor shall continue execution of this order, in which case he shall be liable to the Company for liquidated damages for the delay.

### **Settlement of Disputes**

- 5.46 If any dispute or difference of any kind whatsoever will arise between the Contractors and the Company in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute of difference by mutual consultation.
- 5.47 In case of dispute, the matter shall first be referred to the Additional Chief Engineer (Purchase). In case the contractor is not in agreement with the decision of the ACE (Purchase) he may take up the issue in succession (in the order mentioned here) with the following committees/officials, provided that the matter is not resolved to his satisfaction by the immediately preceding committee/official:
- (a) A committee comprising of the Chief Engineer (Indore region), Jt. Director (Finance and Accounts) and the head of Commercial department.
  - (b) Chairman & Managing Director (MPPKVVCL)
- 5.48 If the contractor is not satisfied with the decision of the CMD (MPPKVVCL), he can initiate proceedings for arbitration. In the event dispute of any dispute arising between the parties leads to Arbitration, the same shall be governed by provisions of MP Madhyastham Adhikaran Adhinyam, 1983.
- 5.49 Works under the contract shall be continued to be executed by the contractor during the conciliation/ arbitration proceedings, unless otherwise, directed in writing by the company or unless the matter is such that the work cannot possibly be continued until the decision of the Conciliator or the Tribunal, as the case may be, is issued.
- 5.50 Any dispute or difference, arising under, out of, or in connection with Tender/ contract order shall be subject to exclusive jurisdiction of court at Indore only.

### **Blacklisting of the Firms**

- 5.51 Once the Contract between the Company and the Contractor has been signed, no further changes in the terms and conditions thereof are permissible. Any request received by the Company in this regard shall be summarily rejected making it clear to provide the services strictly in accordance with the terms and conditions of the contract.

5.52 Any attempt by the Contractor to back out of the commitment shall be considered as serious and his earnest money deposit be forfeited forthwith, without prejudice to any further legal remedies open to the Company under the relevant laws. Where necessary, the case of the Contractor illegally backing out of the commitment should also be put to for consideration and to decide for black-listing of the Firm and any damages, if any, to be recovered.

### **General Rules for Advertisement on LT Bill Forms**

5.53 Advertising shall be designed in conformity with the laws of the country and should not offend against morality, decency and religious susceptibilities of the people.

5.54 No advertisement shall be permitted which:-

- (a) Derides any race, caste, colour, creed and nationality; is against any of the directive principles, or any other provision of the Constitution of India;
- (b) Tends to incite people to crime, cause disorder or violence, or breach of law or glorifies violence or obscenity in any way;
- (c) Presents criminality as desirable;
- (d) Adversely affects friendly relations with foreign States;
- (e) Exploits the national emblem, or any part of the constitution or the person or personality of a national leader or State Dignitary;
- (f) Relates to or promotes cigarettes and tobacco products, liquor, wines and other intoxicants.

5.55 No advertisements message shall in any way be presented as News.

5.56 No advertisements shall be permitted the objects whereof are wholly or mainly of a religious or political natures; advertisement must not be directed towards any religious or political end or have relation to any industrial dispute.

5.57 Advertisements for services concerned with the following shall not be accepted:-

- (a) Money lenders;
- (b) Chit funds;
- (c) Saving schemes and lotteries other than those conducted by Central and State Government Organisations, Nationalized or Recognized banks and public sector undertakings.
- (d) Unlicensed employment services

- 5.58 The items advertised shall not suffer from any defect or deficiency as mentioned in Consumer Protection Act 1986.
- 5.59 No advertisement shall contain references which are likely to lead the public to infer that the product advertised or any advertised or any of its ingredients has some special or miraculous or super-natural property or quality, which is difficult of being proved, e.g. cure for baldness, skin whitener, etc.
- 5.60 Advertisements shall not contain disparaging or derogatory references to another product.
- 5.61 The advertisement should not violate the provisions of following acts:
- (a) Drugs and Cosmetics Act, 1940.
  - (b) Drugs Control Act, 1950.
  - (c) Drugs and Magic Remedies (Objectionable Advertisement) Act, 1954.
  - (d) Copyright Act, 1957.
  - (e) Trade and Merchandise Marks Act, 1958.
  - (f) Prevention of Food Adulteration Act, 1954.
  - (g) Pharmacy Act, 1948.
  - (h) Prize Competition Act, 1955.
  - (i) Emblems and Names (Prevention of Improper Use) Act, 1950.
  - (j) Consumer Protection Act, 1986.
  - (k) Indecent Representation of women (Prohibition) Act, 1986.
  - (l) Code of Ethics for advertisement in India issued by the Advertising Council of India
  - (m) Any other law for the time being in-force relating to the work.
  - (n) (The list is illustrative and not exhaustive).

# **Special Conditions of Contract**

## **A6: SPECIAL CONDITIONS OF CONTRACT**

- 6.1 Engineer-in-charge for the work shall be the Executive Engineer (or Division Engineer) of the Division under which the activity is to be undertaken. Representative of Engineer-in-charge shall be the officer designated by the Engineer in Charge to supervise the work on his behalf.
- 6.2 A weekly backup in CD of all data will have to be made available to the Engineer-in-charge.
- 6.3 The powers under sub- clause((ii) a ,b, and c) referred to above, are in addition to the rights and remedy available to the MPPKVVCL, Indore under the law of India relating to contract.
- 6.4 The Compliance of regulations stipulated in MADHYA PRADESH ELECTRICITY Supply Code 2004 or subsequent regulations shall be necessary on the part of the contractor.
- 6.5 Any act of fraudulence, which can be purported or being attempted with intent to deceive the Company, by the persons engaged in this work shall entail legal prosecution under section-135, 150 etc. of Electricity Act, 2003 read with other provisions of IPC or appropriate section of IT Act. To safeguard against fraudulent practices necessary procedures will be finalized by E.E. (Computers) of the Company such as hardware lock or procedure for downloading the data from hand held devices to the computers etc. The contractor shall follow the instructions in this regard.
- 6.6 **Correspondence:** Copies of all important correspondence regarding the order shall be endorsed to the following:
  - (a) Concerned consignee.
  - (b) Concerned ACE (Indore city) and Sr. AO/Regional AO Indore
  - (c) C.E. (Purchase) O/o, CMD (WZ) MPPKVVCL, G.P.H. Compound Pologround Indore.

# Standard Forms

## **A7: STANDARD FORMS**

### **Proof of eligibility**

E1 Proof of eligibility

### **Technical proposal**

T-1 Technical Proposal Submission Form

T-2 Bidder's Organization and Experience

A. Bidder's Organization

B. Bidder's Experience

T-3 Description of the Approach, Methodology and Work Plan for Performing the Assignment

T-4 Team Composition and Task Assignments

T-5 Curriculum Vitae (CV) for Proposed Professional Staff

### **Financial proposal**

F-1 Financial Proposal Submission Form

F-2 Summary of Costs

**Form E-1 Proof of eligibility**

1 Details of EMD and tender fees submitted as per the requirements mentioned in the tender documents.

**2 RELATED WORK HANDLED BY THE BIDDER DURING THE LAST THREE YEARS** Supporting statements like Clients' certificates/contract documents to be furnished with full details of the ASSIGNMENTS carried out.

**3 FINANCIAL STATEMENT OF THE LAST FIVE FINANCIAL YEARS FOR BIDDER/MEMBERS IN CASE OF CONSORTIUM (Separate tables for the two consortium partners)**

<b>Sr. No.</b>	<b>Particulars</b>	<b>2007-08</b>	<b>2006-07</b>
I.	Annual turnover		
II.	Total Assets		
III.	Current Assets		
IV.	Total Liabilities		
V.	Current Liabilities		
VI.	Net Worth		
VII.	Working Capital		
VIII.	Net Profit		

**Form T-1 Technical Proposal Submission Form**

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the proposed services related to the assignment not later than the date indicated in the tender document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

## **Form T-2 Contractor's Organization and Experience**

### **A-Contractor's Organization**

*[Provide here a brief (two pages) description of the background and organization of your firm/entity].*

### B - Contractor's Experience

*[Using the format below, provide information on each assignment for which your firm, for the last 3 years, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under this assignment.]*

Assignment name:	Approx. value of the contract (in Rs.):
Country:  Location within country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Rs.):
Start date (month/year):  Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated agency, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_

### **Form T-3: Description of Approach, Methodology and Work Plan for Performing the Assignment**

*You are suggested to present your Technical Proposal divided into the following two chapters:*

- A) **Technical Approach and Methodology:** *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also detail the use of Information Technology (IT) and the specification of digital photo meter reading system.*
- B) **Work Plan:** *In this chapter you should propose the generic work plan and main activities of digital photo meter reading, billing and bill printing across a monthly and quarterly billing cycle. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of periodic billing reports proposed by the bidder should be included here. It is pertinent to mention that the periodic billing reports shall be finalized post identification of the shortlisted bidder and can be changed/modified with a 15 days notice from the Company.*

**Form T-4: Team Composition and Task Assignments**

<u>NAME OF STAFF</u>	<u>FIRM</u>	<u>EXPERIENCE (YEARS)</u>	<u>QUALIFICATIONS</u>
Project Managers			
Supervisors 1			
Supervisors 2			

**Form T-5: Curriculum Vitae (CV) for Proposed Professional Staff**

1. **Proposed Position** *[only one candidate shall be nominated for each position]:*

2. **Name of Firm** *[Insert name of firm proposing the staff]:*

3. **Name of Staff** *[Insert full name]:*

4. **Date of Birth:** \_\_\_\_\_ **Nationality:**

5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:*

6. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From *[Year]:* \_\_\_\_\_ To *[Year]:* \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

Related tasks undertaken \_\_\_\_\_

**7. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

*[Signature of staff member or authorized representative of the staff]*

*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

**Form F-1: Financial Proposal Submission Form**

[Location, Date]

To: [Name and address of Client]

Dear Sirs,

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. The detailed breakup of our Financial Proposal is shown below:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount in figures</b>	<b>Amount in words*</b>
a)	Cost of digital photo meter reading using a camera, bill printing and bill distribution per cycle per consumer*		
b)	Cost of providing stationary for bill printing per cycle per consumer*		
c)	Discount for using empty space on bills for advertisement purpose per bill*		

\*The services tax applicable for the quote mentioned at point (a) above and the VAT applicable on quote mentioned at point (b) shall be borne by the Company. However any tax liabilities arising out of the transaction at point (c) shall be borne by us.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

No commissions or gratuities have been paid or are to be paid by us to agents relating to this Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Annexure – A:

**(a) Indore City Circle Indore :- Existing No. of consumers**

<b>Sr. no.</b>	<b>Category</b>	<b>East Dn</b>	<b>West Dn</b>	<b>South Dn</b>	<b>North Dn</b>	<b>Central Dn</b>	<b>TOTAL</b>
<b>1</b>	<b>Domestic L&amp;F</b>	<b>65730</b>	<b>59881</b>	<b>56864</b>	<b>69555</b>	<b>59089</b>	<b>311119</b>
<b>2</b>	<b>SLP</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>872</b>	<b>0</b>	<b>888</b>
<b>3</b>	<b>Non Domestic</b>	<b>21835</b>	<b>18794</b>	<b>14723</b>	<b>10671</b>	<b>8276</b>	<b>74299</b>
<b>4</b>	<b>Industrial Power</b>	<b>565</b>	<b>1968</b>	<b>446</b>	<b>1965</b>	<b>1165</b>	<b>6109</b>
<b>5</b>	<b>Water Works</b>	<b>307</b>	<b>665</b>	<b>153</b>	<b>668</b>	<b>264</b>	<b>2057</b>
<b>6</b>	<b>Irrigation</b>	<b>26</b>	<b>16</b>	<b>59</b>	<b>78</b>	<b>350</b>	<b>529</b>
<b>7</b>	<b>Street Light</b>	<b>108</b>	<b>39</b>	<b>68</b>	<b>97</b>	<b>62</b>	<b>374</b>
<b>8</b>	<b>Temporary</b>	<b>1546</b>	<b>64</b>	<b>1257</b>	<b>664</b>	<b>826</b>	<b>4357</b>
	<b>TOTAL</b>	<b>90133</b>	<b>81427</b>	<b>73570</b>	<b>84570</b>	<b>70032</b>	<b>399732</b>

(b) **O&M Circle Indore** :- Approx. No. of consumers availing supply of City Areas.

<b>Sr. no.</b>	<b>Distribution Centre/ Areas</b>	<b>Domestic</b>	<b>Non Domestic</b>	<b>Industrial /Others</b>	<b>TOTAL</b>
<b>1</b>	<b>Rau</b>	<b>4750</b>	<b>750</b>		<b>5500</b>
<b>2</b>	<b>Manglia:-</b> Lasudia Mori, Nipania, Piplia Kumar, Manglia, Raukhedi, Dhawli, Lasudia Parmar, Niranjapur, Kabitkhedi, Talavli chanda, Arendia etc.	<b>3796</b>	<b>1638</b>		<b>5434</b>
<b>3</b>	<b>Dudhia:-</b> Dudhia, Devguradia, Sanaavdia, palda etc.	<b>2276</b>	<b>467</b>		<b>2743</b>
<b>4</b>	<b>Kasturbagram:-</b> Nayta Mundla, Tejajinagar, Bilawli, Limbodi, Ralamandal etc.	<b>2819</b>	<b>342</b>		<b>3161</b>
<b>Total Indore O&amp;M Dn.</b>		<b>13641</b>	<b>3197</b>		<b>16838</b>
<b>1</b>	<b>Gandhinagar:-</b> Nenod, Gandhinagar, Chhota Bangarda, etc.	<b>7752</b>	<b>2873</b>		<b>10625</b>
<b>2</b>	<b>Navda Panth:-</b> Bank, Navda panth, Jawahar Tekri etc.	<b>2333</b>	<b>230</b>		<b>2563</b>
<b>Total Depalpur O&amp;M Dn.</b>		<b>2705</b>	<b>314</b>		<b>13188</b>
<b>1</b>	<b>Mhow</b>	<b>12129</b>	<b>2679</b>	<b>1021</b>	<b>15829</b>
<b>2</b>	<b>Gujarkheda:-</b> Gujarkheda , Sutarkhedi, Borkhedi, New guradiab , etc.	<b>1265</b>	<b>35</b>	<b>12</b>	<b>1312</b>
<b>3</b>	<b>Gavali Palasia :-</b> Jamli, Gavli palasia, Ganglakhedi, Dongargaon etc.	<b>2185</b>	<b>133</b>	<b>36</b>	<b>2354</b>
<b>4</b>	<b>Mhow Gaon:-</b> Mhowgaon, Kodaria, Dharnaka, Vishvas Nagar etc.	<b>6770</b>	<b>340</b>	<b>89</b>	<b>7119</b>
<b>Total Mhow O&amp;M Dn.</b>		<b>22349</b>	<b>3187</b>	<b>1158</b>	<b>26614</b>

## Annexure – B: Technical Specifications & Requirement of Printed LT Bill

SNo	Name of Item	Size (in inch)	Weight of paper (Gram per Sq.mtr.)	Tolerance (in GSM)	Paper Quality	Perforation at Horizontal
1	Pre-printed computer L.T. bill forms	A-4 Size	80	± 3.5 (max.)	White maplitho "A" Grade quality	6 cm from bottom?

### Conditions:-

1. Sample of the bill printing stationery which will be utilized by the contractor in the event of order, along-with details like name of manufacturer of stationery, technical specifications of papers etc. must be submitted with offer.
2. Both side printing should be of high quality sharp, very clear without ink spreading.
3. Sharpness and intensity of Bar Code and Variable printing data must be as specified in Scope of Work/ special conditions of the contract.
4. The printing of the bills on both sides must be as per attached sample, with design, colour scheme and advertisement at specified places.
5. The advertisement printed on the bills must follow the guidelines as mentioned in Section VII.
6. The printing matter may be changed to any extent as per the requirement, during the validity of contract. This must be acceptable to the firm.
7. Following must be printed on the back side of the bill

(a)	"M.P.P.K.V.V.Co.Ltd." Logo	Vertical Bold face letters in blue colour ink of 1 mm thick, 4mm Height at Right hand top corner being 8mm below top & 15 mm far from Right side.
(b)	S.No./Counting Number	S.No. of each sheet at Right hand side top corner to facilitate easy and proper counting of sheets in Packet/Bundle.
(c)	Tender Specification	TS no. CE/IR/2010-11/PUR/Tender-103 opened on <span style="background-color: yellow;">      </span> on right hand side bottom corner along sprocket holes.

# **Joint Venture Agreement**

**Annexure – C: Joint venture agreement**

*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 PARTNERS ALONGWITH LEAD PARTNER FOR EXECUTION OF OUTSOURCING OF LT BILL PRINTING FOR INDORE AND UJJAIN REGION.

PROJECT No. \_\_\_\_\_

This DEED OR UNDERTAKING executed this -----day of -----Two Thousand Six by -----having its Registered Office at \_\_\_\_\_(hereinafter called the partner which express shall include its successors, administrators, executors and permitted assigns) and -----having its registered office at----- (herein called the Lead partner which expression shall include its successors, administrators, execution and permitted assigns) in favour of (name of the Discom)( hereinafter called Company).

WHEREAS the Company invited Bids as per its NIT 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 Section II.

AND WHEREAS the Eligibility Criterion forming part of the Conditions of Contract stipulate that the Joint Venture Bidder along-with its Partners must ful-fill 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 authorised signatories of both the Partners

**Now Therefore This Undertaking Withneseth 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 anyway 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 authorised 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 of Indore 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 enforceable 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 WHEREOF, the Partner and the Lead Partner through their Authorised Representatives, have executed these present and affixed Common Seals of their respective Companies, on the day, month and year first mentioned above.

- |  |  |
|--|--|
| <p>1. Common Seal of.....<br/>has been affixed in my/our presence pursuant to the Board of Director's resolution dated.....</p> <p>Signature.....<br/>Name.....<br/>Designation.....</p> | <p><b>For Lead Partner</b></p> <p>(Signature of authorized representative)<br/>Name.....<br/>Designation.....<br/>Common Seal of the company<br/>.....</p> |
| <p>2. Common Seal of.....<br/>has been affixed in my/our presence pursuant to the Board of Director's resolution dated.....</p> <p>Signature.....<br/>Name.....<br/>Designation.....</p> | <p><b>For Partner</b></p> <p>(Signature of authorized representative)<br/>Name.....<br/>Designation.....<br/>Common Seal of the company<br/>.....</p>      |

**WITNESSES:**

- |   |   |
|---|---|
| <p>1. ....<br/>(Signature)<br/>Name .....</p> | <p>2. ....<br/>(Signature)<br/>Name .....</p> |
| <p>.....<br/>(Official address)</p>           | <p>.....<br/>(Official address)</p>           |

# **Performa for Performance Bank Guarantee**

**Annexure – D: Proforma of Bank Guarantee**

**PROFORMA OF BANK GUARANTEE FOR  
CONTRACT PERFORMANCE**

(To be stamped in accordance with stamp Act)

Ref: ..... Bank Guarantee No.....  
Dated.....

To,

The Chief Engineer,  
Indore region, MPPKVVCL  
GPH Campus, Polo ground  
Indore-452015 (MP)

Dear Sirs,

In consideration of Madhya Pradesh Vidyut Vitaran Company Ltd. (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/S .....with its registered/Head office at .....(herein after referred to as the Contractor which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns ), a Contract by issue of Owner's Letter of Award No.....dated .....and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No.....Dated.....Valued at ..... for.....(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(%).....(percent) of the said value of the Contract to the Owner.

We .....(Name and Address of the Bank ).

Having its Head Office at .....(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor to the extent of..... as aforesaid at any time upto .....(days/month/year) without any demur, reservation, contest recourse or protest and/or without any reference to the Contractor.

Any such demand made by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any authority. The Bank undertakes not to revoke his

guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or to for bear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the owner. The Bank shall not be released or its obligations under these presents by any exercise by the Owner of its liberty without reference in the matters aforesaid or any of them or by reason of any other Act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this a guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantees the owner may have in relation to the Contractor’s liabilities.

Notwithstanding any thing contained herein above our liability under this guarantee is restricted to.....And it shall remain in force upto and including.....and shall be extended from time to time for such period as may be desired by M/S ..... On whose behalf this guarantee has been given.

Dated this.....Day of.....2008 at.....

WITNESS

.....  
(Signature)

.....  
(Signature )

.....  
(Name)

.....  
(Name)

(Official Address)

.....  
(Designation with Bank Stamp)  
Attorney as per Power Of  
Attorney No:.....  
Date:.....

Note:

This sum shall be ten percent (10%) of the Contract Price.  
The date will be Ninety days (180 days) after the end of Warranty Period as specified in the Contract.  
The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

**Annexure E: Format for seeking clarifications**

<b>Sr. No.</b>	<b>Section no./ Clause No.</b>	<b>Clarification needed</b>	<b>Suggestive modification</b>