

MADHYANCHAL VIDYUT VITARAN NIGAM LIMITED

subsidiary of

UTTAR PRADESH POWER CORPORATION LIMITED

TENDER NO. MEDCO/xxxx/2021

REQUEST FOR PROPOSAL (RFP)

FOR

ENGAGEMENT OF AGENCY

FOR

**DOOR TO DOOR METER READING, ON SPOT
BILL GENERATION, BILL DISTRIBUTION AND BILL
COLLECTION**

IN

- Cluster No-1:** Meerut, Saharanpur and Noida Distribution Zone of PVVNL
- Cluster No-2:** Ghaziabad-1 , Ghaziabad-2(Bulandshahar) and Moradabad Distribution Zone of PVVNL
- Cluster No-3:** Bareilly and Lucknow Distribution Zone of MVVNL
- Cluster No-4:** Devipatan, Ayodhya, LESA Trans and LESA CIS Distribution Zone of MVVNL
- Cluster No-5:** Agra-1, Agra-2 and Aligarh Distribution Zone of DVVNL
- Cluster No-6:** Banda, Jhansi and Kanpur Distribution Zone of DVVNL
- Cluster No-7:** Azamgarh, Basti and Gorakhpur Distribution Zone of PuVVNL
- Cluster No-8:** Prayagraj, Mirzapur and Varanasi Distribution Zone of PuVVNL

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1 Notice Inviting Bid

Notice Inviting Bid

RFP No: MVVNL/ xxxx / 2021-22 /xxx Dated:

Madhyanchal Vidyut Vitran Nigam Limited, a subsidiary of Uttar Pradesh Power Corporation Limited invites Bid from the Bidders to participate through this Request for Proposal (RFP) for Engagement of Agency for Door to Door Meter reading, on the Spot Bill Generation, Bill distribution and Bill Collection on behalf of all the Discoms. Document sale and e-bid submission start date 17.06.2021 at 10:30 hrs.

For the implementation of above mentioned work, Bidders should submit their bid proposal along with non-refundable RFP fee, EMD and all requisite documents complete in all respects on or before 12.07.2021 upto 12:00 Hours online on <https://etender.up.nic.in>. Bid proposals received without the prescribed RFP Fee, Bid Security (EMD) shall be rejected. If in the event of any date indicated above is declared as Holiday, the next working day shall become operative for the respective purpose mentioned herein. Pre-Bid shall be conducted through Video Conferencing on 25.06.2021, 11:00 hours. Technical Bid will be opened on 12.07.2021 at 15:00 hrs online.

RFP which include eligibility criteria, technical specifications, various conditions of Agreement, formats, etc. can be viewed from MVVNL's website <http://www.mvvnl.in> and can be downloaded from <https://etender.up.nic.in> for online submission.

2 Disclaimer

1. Though adequate care has been taken while preparing the RFP document (inclusive of Schedules and Annexures), the Bidder shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be sent to this office immediately. If no intimation is received from prospective Bidder on or before pre-bid meeting date, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.
2. MVVNL reserves the right to modify, amend or supplement RFP documents including all schedules and annexures at any time before Bid submission deadline. Interested Bidders are advised to follow and keep track of MVVNL's website for updated information. MVVNL is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. MVVNL shall not be responsible and accountable for any consequences to prospective bidders due to their negligence.
3. While this RFP has been prepared in good faith, neither MVVNL nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this RFP, unless as defined in RFP or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Company Act, 1956/2013 or Limited Liability Partnership Act, 2008 or Income Tax Act, 1961 and the rules or regulations framed under these Acts.

3 Abbreviations & Definitions

The following words and expression shall have the meaning hereby assigned to them except where the context otherwise so requires.

Term	Definition
Act	“Act” means Electricity Act, 2003 and the provisions of the Uttar Pradesh Electricity Reforms Act 1999 (UP Act, 24 of 1999) to the extent not in consistent with the Electricity Act, 2003.
Agency	shall mean the Firm/Company or organization whose bid has been accepted by MVVNL and Agreement entered into with Discoms and includes his legal representative(s) or successor(s). It shall also mean Agency.
Agreement	shall mean the agreement / contract entered into between all the Discomon one part and the agency setting out the terms and conditions for Meter reading, bill generation,bill serving and bill collection as per this RFP, executed upon receiving the Letter of Intent for award of contract from MVVNL / Discom for implementation of the Project.
Area	shall mean the proposed area of activities within the cluster as mentioned in Annexure- 1of this document.
App	Mobile Applications which will be provided by the UPPCL / Discom to carry out activities as stated in the Scope of Work of this RFP and Agency shall be required to download on the android mobiles of the meter readers to complete the activity.
Bid(s)	The bid submitted by the Bidder(s) in response to this RFP
Bill Generation	shall mean all the activities mentioned under ‘Scope of Work’ and “Technical Specification” of this document
Bill Serving	shall mean all the activities mentioned under ‘Scope of Work’ and “Technical Specification” of this document
Bill Collection	shall mean all the activities mentioned under ‘Scope of Work’ and “Technical Specification” of this document
Consumer	“Consumer” means any person who is supplied with electricity for his own use by a Licensee, and includes a person whose supply has been disconnected for the timebeing; or the Government or by any other person engaged in the business of supplyingelectricity to the public under this Act or any other law for the time being in force andincludes any person whose premises are for the time being connected for the purpose ofreceiving electricity with the works of a Licensee, the Government or such other person,as the case may be.
Cluster	The area covered under the Distribution Zones as mentioned in this RFP for which activities are defined in the Scope of Work of this RFP are to be executed by the Agency.

Date of Billing	The agency will commence billing activity as per scope of work in this RFP within 30 days of date of LOI or whenever Discom provide billing data to the agency, whichever is earlier. The date of commencement of billing for the consumers shall be considered as the date of billing.
Discom	Discom is referred to as Licensee of the cluster authorised for electricity distribution. Licensee” means a person who holds a licence under the UP Electricity Reforms Act, 1999 read with provisions of the Electricity Act, 2003 granted by the Hon’ble UPERC. It shall also mean DVVNL, MVVNL, PVVNL, PuVNL, and KESCO. The “Purchaser” mentioned in the RFP shall mean “MVVNL”.
Employee	shall mean the employee of the agency engaged for meter reading, bill generation, bill serving and bill collection
LOI	Shall mean Letter of Intent
Meter Reading	shall mean all the activities mentioned under ‘Scope of Work’ and “Technical Specification” of this document
Monthly Billing Cycle	a month shall mean reference to a Calendar month. Monthly Billing Cycle shall refer to activities as defined in scope of work of this RFP to be carried out by the agency in the month. The meter reading and bill distribution related activities shall commence from first day of the calendar month and finished two (2) days prior to end of the calendar month. The activities related to collection, removal of exception for meter downloading, updating of KYC and consumer indexing shall be considered upto end of working hours of last day of the month.
NON-RAPDRP	Under this RFP, it pertains to area which is not covered under City & Towns
Officer	shall mean an officer nominated by the Discom to deal on its behalf with the agency
Report(s)	shall mean data listing in numerical, graphic or other formats as specified by MVVNL / Discom / UPPCL made available in media (electronic- Compact Disc or other, paper or other) This definition of “Report(s) shall also apply to “Variance Report(s), “Summary Report(s)”, “Action Report(s)”, and all such other references to “Report(s)” qualified by a word that refers to the type of Report.
RAPDRP	Restructured Accelerated Power Development and Reforms Programme(R-APDRP). Under this RFP, it pertains to area covers under City & Towns
Specified Consumers	shall mean consumers in the categories mentioned in LMV-1, LMV-2, LMV-4,LMV-5 & LMV-6 or any other consumer category as provided by the Division Engineer
SLA	Shall mean Service Line Agreement as defined in Annexure- 12
UPERC	shall mean Uttar Pradesh Electricity Regulatory Commission
UPPCL	shall mean Uttar Pradesh Power Corporation Ltd.

4 Interpretation

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall be Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and, if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

5 Introduction

1. MVVNL is a subsidiary of UPPCL. UPPCL is the holding company for five Discoms namely Paschimanchal Vidyut Vitaran Nigam Limited (PVVNL), Purvanchal Vidyut Vitaran Nigam Limited (PuVVNL), Madhyanchal Vidyut Vitaran Nigam Limited (MVVNL), Dakshinanchal Vidyut Vitaran Limited (DVVNL) and Kanpur Electricity Supply Company (KESCO). The bids are invited by MVVNL on behalf of four Discoms (DVVNL, MVVNL, PuVVNL and PVVNL) for clusters, which are detailed in Annexure- 1.
2. Area of each Discom is divided into two clusters covering the Distribution Zones which are named against each cluster. The cluster-wise distribution of consumers, upto 9kW for all category of consumers along with PTW consumers of load more than 9 kW are also covered, who are to be served are mentioned in Annexure- 1
3. These Discoms are responsible for supplying of electricity to the consumers and to maintain the 33/11, 11/0.433 kV, substations, 33/11 kV/LT network of the area and cater the electricity demand of its consumers. MVVNL with the objective of providing quality services to the Consumers of the State and to reduce AT&C losses of UP Discoms, intends to engage a competent and professional billing company (herein after referred to as “Agency” or “Agencies”) through competitive bidding process, which shall be responsible for providing Meter Reading, Billing Generation, Bill Serving and Collection services for a specified period as per the terms of this RFP.
4. The agency shall be responsible to deliver correct electricity bills to the consumers of State Discoms by using technologies such as hand-held spot billing machines, Mobile APP or any other suitable mechanism that downloads the meter reading or wherever downloading is not possible meter reading is to be taken using manually and the other data from the electricity meter installed at consumer premises thus minimizing the human interface. The agency will also be required to collect the payment from the consumers against the electricity bills served to the consumers.
5. The meter reading and billing agency shall be engaged initially for a period of three years individually by each Discom of their respective clusters. The contract period may be further extended for a period of two years in a span of one year each on mutually agreed terms & conditions. The agreement area and value, of the selected bidder may also undergo a change / be reduced for the under-performers or in case of area being assigned in the future for power distribution activities to management operator, franchisee operator or a new distribution license etc
6. It may also be noted that under Revamped Reforms-linked results-based distribution sector scheme launched by Ministry of Power, prepaid / prepaid smart meters will be installed in the state of Uttar Pradesh. The scheme will be implemented across the state of Uttar Pradesh DISCOMs and prepaid / prepaid smart meters will be installed on the premise of all the consumers. As per the scheme the target for installation of 100% prepaid meters is March-25. This will reduce the efforts / manpower required by the agency for billing of the consumers. Accordingly, the deployment of meter readers will change for the change of scope of works.
7. Presently, a total of approximately 11 Lac smart meters have been installed in all discoms of UPPCL by the EESL, New Delhi under the contract to install a total of 40 Lac Smart meters.

6 Bid Information Sheet

[NIB Reference No

Unique Bid No **MEDCO/xxxx/2021**

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> • Madhyanchal Vidyut Vitaran Nigam Limited (MVVNL) for and on behalf of 5 Discoms namely MVVNL, PVVNL, DVVNL, PuVVNL and KESCO. • Address: 4A Gokhale Marg Lucknow-226001
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> • Name: _____ • Designation: _____ • Address: 4A, Gokhale Marg, Lucknow-226001 • Email: _____
Subject Matter of Procurement	Engagement of Agency for Door to Door Meter Reading, on the Spot Bill Generation, Bill Serving and Bill Collection in a cluster of the DISCOM as mentioned in Annexure- 1
Bid Procedure	Single-stage Two part (envelop) open competitive e-Bid procedure at https://etender.up.nic.in
Bid Evaluation Criteria (Selection Method)	L1 bidder to be awarded the contract as per Clause 13 of this RFP
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> • Websites: https://etender.up.nic.in • Bidding document fee: Rs. 25,000/- (Rupees Twenty-Five Thousand Only) through Bank Transfer in favour of “Executive Engineer to Managing Director, MVVNL” payable at “Lucknow”. OR RTGS to Account No 10101985738 (State Bank of India) IFSC CODE-SBIN0003347 • UTR details of online transfer must be uploaded. Originals to be submitted in hard copy up to bid submission time.
Estimated Contract value of each cluster per year	INR 50 Crore
Bid Security (EMD) and Mode of Payment	<ul style="list-style-type: none"> • INR 25,00,000 (Rupees Twenty-Five Lacs) Per cluster • Mode of Payment: RTGS/Banker's Cheque or Demand Draft/FDR or any such Bank instruments of a Scheduled Bank in favour of “Executive Engineer to Managing Director, MVVNL” payable at “Lucknow” OR RTGS to Account No 10101985738 (State Bank of India) IFSC CODE-SBIN0003347 • <i>The EMD can also be submitted by way of a Bank Guarantee of the like amount as per format given in Annexure- 2</i> • In case of RTGS, a receipt must be uploaded along with the RFP. <i>Original BG must be submitted at office as above in case EMD is paid in the form of BG prior to final date & time of uploading of bid.</i>
Period of Sale of E-Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> • Bid Uploading Date and Time: 17-June-2021 from 10:30Hrs • End Date and Time: 11-July-2021 up to 12:00Hrs

Pre-Bid Meeting	<ul style="list-style-type: none"> • 25-June-2021, 11:00 Through VC • Email: clusterbillingmvvnl@gmail.com • The Comments and suggestions should be submitted by the Bidders on or before the Pre-Bid Meeting.
Manner, Start/ End Date/Time for the submission of Bids	<ul style="list-style-type: none"> • Manner: Online at E-Tender website https://etender.up.nic.in • Bid uploading for submission end date 12- July-2021/ 12:00 Hrs
Submission of Banker's Cheque/ Demand Draft/ UTR for Bank Transfer /BG for Tender Fee&Bid Security	<ul style="list-style-type: none"> • Up to 12- July -2021/ 12.00 Hrs
Date/ Time/ E-Opening of Technical Bid	<ul style="list-style-type: none"> • Date: 12- July-2021/ Time: 15:00 Hrs
Date/Time/Place of Presentation	<ul style="list-style-type: none"> • Will be intimated to bidders successful evaluated for Pre-qualification requirement
Date/ Time/ Place of Financial Bid Opening	<ul style="list-style-type: none"> • Will be intimated to successful technically evaluated bidders
Bid Validity	<ul style="list-style-type: none"> • 180 days from the bid submission deadline
Note:	<ul style="list-style-type: none"> • The above schedule is tentative. MVVNL reserves the right to modify the said Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever. • Further MVVNL reserves the right to hold, in its sole and absolute discretion, more than one pre-bid conference with the Bidders and in such an event the above schedule shall stand modified and amended to that extent

7 Pre-Qualification Requirement for the Bidders

The bidder must meet the following criteria for each cluster that they are bidding- for example if a bidder wants to bid for 2 clusters all technical and financial criteria must be 2 times of the criteria specified for one cluster hereunder. Each Discom will award two of their respective clusters to two different bidders, however, a bidder can be awarded maximum 2 clusters i.e. one each in any two Discoms on given criteria. Bidders fulfilling the below mentioned pre-qualification conditions and scoring more than & equal to 70 marks in technical evaluation by evaluation committee, constituted by UPPCL, shall qualify for opening of their part 2 (financial part). Bids of the bidders not fulfilling the eligibility/ pre-qualification conditions and scoring less than 70 marks in technical evaluation will be summarily rejected.

7.1 Financial Criteria for one cluster bid

- 7.1.1 The Net Worth of the Bidder shall be positive for the financial year (FY 2020-21) preceding the year of bid deadline.(Net Worth shall mean Paid up Share Capital plus Share/Securities Premium *plus* Reserves & Surplus (excluding revaluation reserves) *minus* miscellaneous expenditure to the extent not adjusted or written off *minus* Debit Balance of Profit & Loss A/C.)
- 7.1.2 The minimum average annual turn-over of the Bidder shall be Rs. 25 Crore for latest preceding three financial years i.e. FY 2018-19, FY 2019-20& FY 2020-21. The audited balance sheet/CA's certificate shall be enclosed in support of above, failing which the bid shall not be considered.
- 7.1.3 Bidder shall have Liquid Assets (L.A.) (i.e. Cash & Bank Balance, Trade Receivables to the extent not considered doubtful, Unutilized part of fund based credit limits granted to bidder and trade investments) as per latest audited balance sheet (FY 2020-21) should be minimum Rs 5 cr.

7.2 Technical Criteria for one cluster bid

- 7.2.1 The Bidder should be an established, reputed and experienced firm/ company under the Indian Companies Act, 1956/2013, Registration of Societies Act or the Limited Liability Partnership Act 2008 with their registered offices in India.
- 7.2.2 The bidder shall have experience of average monthly billing of at least 5,00,000 consumers for spot billing / hand held meter reading devices / meter downloading in the last 02 financial years i.e. FY 2019-20 and FY 2020-21. They should submit the performance certificate in proof of the same from Government/Government undertaking/ power distribution utilities companies for satisfactory completion of work for last 02 financial years failing which their price bid part II will not be considered for opening. In case the bidder is an electricity distribution utility, a self-certification will be acceptable as proof of prequalification.
- 7.2.3 The bidder should be registered in ESI /EPF / W.C. / labour department as applicable for engaging operators for hand held billing and other related computer works.
- 7.2.4 Bidder shall have valid "A" class certification.
- 7.2.5 Bidder should give an under taking on Rs. 100 stamp paper that in the event of the award of the contract, it shall abide by all labour laws and that all its workers

employed for billing work will be registered under EPF and ESI. Further it shall comply with all the provisions of prevalent labour laws.

- 7.2.6 Bidder is required to submit a copy of its PAN and a copy of its registration of Service Tax/G.S.T.
- 7.2.7 Any bidder, who is debarred/blacklisted from any group company of UPPCL / any Public Sector undertaking / Govt. Department belonging to Government of India or any State Government shall not be considered eligible. The bidder should submit an undertaking that it has not been debarred/black listed by any entity of UPPCL/any Public Sector undertaking or any Govt. Department belonging to Government of India or any State Government.

8 SCOPE OF WORK

8.1 Meter Reading and Billing Function

- 8.1.1 Door to door visit once for every month to consumer premises and downloading of meter reading using the handheld device or smart phone. Wherever downloading of meter reading is not possible, the meter reader will punch readings manually and shall punch exceptions as per clause 8.1.12. It is mandatory that the meter reader shall capture the photo of the meter depicting therein clearly meter readings for which bill is to be generated using the mobile App to be provided by the Discom.
- 8.1.2 On the spot bill generation and serving to all the consumers for which data is provided by the Discom after taking meter reading through mobile and using GSM based Android mobile phones with pre-loaded UPPCL's billing software on monthly basis during the contract term. The consumers which are to be covered in the contract are having contract load upto 9 KW (reading in KWh / kW) of all categories, however, PTW consumers are to be covered irrespective of contract load.
- 8.1.3 Meter reader of the agency shall not enter the meter reading of a particular connection in hand held machine without verifying the book No., S.C. no. & meter no. at site. If book no. and S.C. No. are correct but meter number is found changed at site, exception shall be punched with meter details.
- 8.1.4 The agency has to ensure that billed data are uploaded at billing server on online basis (in real time billing) and in case the billing-area is not covered within the network area of the service provider of SIM (GPRS enabled)& billing is on offline mode, the same shall be uploaded to the billing server soon after the meter reader enters into telecom service coverage area on the same day.
- 8.1.5 In case of manual reading, the meter reader shall put Maximum Demand (MD) of previous month, recorded in the meter (in case of Static energy meter) while taking meter reading in the pre-defined code of the software.
- 8.1.6 Pre-printed stickers are to be pasted or consumer Number is to be written with permanent marker on the consumer's meter or consumer premises or the meter box, if not already done.
- 8.1.7 The executing agency shall also punch customer information such as broken seals, visible tampering of meters, direct supply bypassing the meter, energy theft / tapping from the service lines and other similar discrepancies noticed during the meter reading, as exceptions in drop-down list available in the mobile billing software. The agency shall be eligible for the payment of incentive on this account as defined in clause 14.2.
- 8.1.8 The executing agency shall assist utility in correcting the consumer database including connected load, supply type, address correction, meter status, etc.
- 8.1.9 The Agency shall search and locate (i) non-consumer using electricity (ii) un-ledgerised consumers and (iii) ledgerised but not traceable consumers (if traced), and provide such details with photograph, through mobile app billing software.
- 8.1.10 In case premises is found locked, the meter box is found locked or non-accessibility of meter due to any obstruction, or consumer informed verbal reading, etc; the agency shall log such exceptions in mobile app billing software

- 8.1.11 The agency shall provide unbilled exception for data cleaning through mobile app billing in case of ghost consumer (not traceable), duplicate connection, connection on dues, etc.
- 8.1.12 The agency shall collect and feed the following information in SBM/data base pertaining to the exceptions:

Billed exceptions (Reason for non-reading bills)	Unbilled exception (Reason for unable to generate and deliver bill)	Downloaded Exceptions (when downloaded billing is not possible)
Theft cases (meter tamper/ bypass/ katiya)	Meter input not connected	Probe not compatible with meter
Irregularities (wrong tariff)	Reading not possible (not accessible/ refuse to access/ meter on height/ danger zone)	Meter on height/not accessible
Meter defective (burnt/broken/ no display)	Duplicate billing	Meter box improper
Meter ok at site	House lock	Optical port dirty
Unmetered connection	Service line disconnected	Optical port and meter box have same seal
Verbal reading	Prepaid/ net/ smart metering	Consumer not allow to removing optical port seal
Mechanical meter	Connection on dues	Unmetered
Meter change not advice		Defective Meter
Meter no available in billing database but not on site/ direct supply		

- 8.1.13 If the access to consumers' premises is not possible, due to premises locked or any other reason, exception shall be logged in billing software.
- 8.1.14 In case any connivance is found between the employee(s) of the agency and consumer and results into loss of revenue to discom, the agency shall itself or on instruction from the utility, take legal action including filing police FIR against such employee (s) and terminate the service of such employees with immediate effect. The Utility will have the right to deduct the penalties as defined in clause 14.3 and SLA. Further, Utility will also have the right to take legal action against the agency, in case rampant malpractices are observed among a large section of consumers.
- 8.1.15 The Agency shall be solely responsible for arranging the required Hard-ware and stationeries support such as Mobile with GPRS enabled double GSM SIM of two different telecom operator, Mobile external memory chip (8GB min.), battery charger,

Impact Printer, Pre-printed paper in Hindi & English language etc. to be used for billing at their own cost. The mobile Billing software provided by UPPCL/Discom, shall be used by the Agency for billing purpose. The bills will be printed using a non-thermal printer (permanent type) on paper not less than 56 GSM in the format specified by Discom. The minimum specification of the android mobile phones and hand held Bluetooth direct impact printers for implementation of mobile phone based spot billing application is annexed at Annexure- 11.

8.1.16 The agency shall be provided an access by the Discom / UPPCL to the billing database to enable it to track the daily / weekly / monthly performance of meter readers and meter reading in the cluster.

8.2 Downloading of Meter reading

8.2.1 Downloading Meter Reading Targets:

- a) Wherever meters are installed by the Discom which are compatible for meter downloading, the agency shall be required to carry out meter reading by downloading the meter data to eliminate errors of manual punching.
- b) From 2nd month onwards, 100% attempt for downloading of successfully downloaded consumers in the past shall be done by the agency.
- c) In case of consumers where meter reading was successfully downloaded in the past, and the instant download attempt fails, the communication error will be captured by the billing mobile app or if meter is found defective, it should be punched in exceptions by the meter reader.
- d) Agency shall be required to meet the targets for meter reading by downloading. The present percentage of meter downloading to total available DLMS meters for each cluster is provided in Annexure- 1.2.

8.2.2 Downloading Exceptions addressing by agency: The agency shall be responsible to carry out removal of following exceptions within the prescribed timelines. The details of each cluster for number of cases in each subheading is provided in Annexure- 1.2

S.no	Nature of Exceptions	Methods to be adopted by Agency for handling exception	Maximum time for handling Exceptions
1	Probe not compatible with meter	Compatible probe shall be arranged within one month from LOI. 50% of the exceptions to be achieved each month, in balance 2 months.	Three months from date of billing

S.no	Nature of Exceptions	Methods to be adopted by Agency for handling exception	Maximum time for handling Exceptions
2	Meter on height /not accessible / inside premises	<p>Meter box / cable (if required) shall be arranged and meter shall be shifted to accessible position by replacement of meter box as per following schedule:</p> <ul style="list-style-type: none"> • First 3 months for procurement. • There onwards, one third cases to be completed each month to complete works by end of sixth month 	Six months from date of billing
3	Meter box improper	<p>Meter box shall be arranged and replaced as per following schedule:</p> <ul style="list-style-type: none"> • First 3 months for procurement • There onwards, One third cases to be completed each month to complete works by end of sixth month 	Six months from date of billing
4	Optical port dirty	Cleaning of optical port if dirty from outside.	One month from date of billing
		<p>If after cleaning optical port still not works, then meter box / cable (if required) shall be arranged and meter box shall be changed as per following schedule</p> <ul style="list-style-type: none"> • First 3 months for procurement • There onwards, one third cases to be completed each month to complete works by end of sixth month 	Six months from date of billing
5	Optical port and meter box have same seal	<p>Box seal shall be replaced as per following schedule:</p> <ul style="list-style-type: none"> • 50% by the end of second month from LOI • 100% by the end of third month from LOI 	Three months from date of billing
6	Consumer not allowing to remove optical port seal	<p>Optical port seal shall be removed as per following schedule:</p> <ul style="list-style-type: none"> • 50% by the end of second month from LOI • 100% by the end of third month from LOI 	Three months from date of billing

(Note: Number of cases for each cluster are provided in Annexure- 1.2 of the RFP)

8.2.3 For any new exceptions (as defined above) occurring in the future for a consumer, the agency shall be responsible to rectify the obstructions for meter downloading within one month from date of reporting of such new exception.

- 8.2.4 After completion of 6 months or upon removal of 100% exceptions as defined above, the monthly target for meter reading by downloading will be decided by the respective discoms.
- 8.2.5 All Required meter boxes shall be arranged by the Agency from OEM suitable for same meter at its own cost.
- 8.2.6 The agency shall observe, by physical & visual inspection, for any pre-existing tampering in the consumer meter at the time of change of meter box. If the meter is observed or suspected to be tampered, the Agency shall immediately intimate officer concerned of the Division for action against such consumer. During any inspection by the Discom officials tampering is found, which is visible without aid of any technical instrument, in the meter where meter box was sealed by the agency after change of meter box, the agency shall be held responsible for such malpractice and the agency shall be liable to compensate for loss of revenue of Discom. The computation of revenue loss to the Discom shall be done as per provisions of Section 135 & Section 138 of the Electricity Act 2003 including their upto date amendments and clause 8.1, 8.2 and 8.4 of Electricity Supply Code-2005 including their upto date amendments.
- 8.2.7 The Agency shall ensure adherence to Electricity Supply Code-2005 and UPERC (Performance of Standards) Regulations 2019 and upto date amendments for replacement of meter box or shifting of meter. On the date informed to consumer, Agency will carry out meter shifting works including change of cable, if required. The consumer will also be provided meter sealing certificate after meter sealing.
- 8.2.8 The agency shall be provided, by the Discom, specifications and drawings of all the materials to be used for removal of cause for obstruction in meter downloading at the time of issue of LOI. The Agency shall procure the meter box from OEM approved by the Discom. Further, armoured cables as per the specification approved by the Discoms, can be procured from any vendor. Meter seal and Meter sealing Books shall be provided by Discom. The standard rate of procurement of materials & labour to complete the work such as armoured cables and meter boxes etc. which is necessary to complete the activity, as prevalent in the Discom from time to time, shall be applicable to Agency to raise its invoice for above mentioned works. The prevalent rates applicable for supply and labour works related to removal of exceptions shall be provided by Discom to the agency from time to time and it is binding upon the agency on the rates provided by the Discom, failing which it shall be construed as deficiency in fulfilling the contractual obligations.
- 8.2.9 In case of consumers where meter reading was successfully downloaded in the preceding months, either before award of contracts or during the term of contract, the same meter shall continue to be downloaded for meter reading and bill generation purposes. In case, the instant download attempt fails, the communication error will be captured by the billing mobile app or if meter is found defective, it should be punched in exceptions by the meter reader.

8.3 Bill Collection Function through Pre-paid wallet System

- 8.3.1 The agency through meter reader shall be allowed to pursue and collect revenue against electricity dues of the consumers, whose meter reading was done by such meter reader.

- 8.3.2 The agency shall operate its revenue collection operations using only Pre-paid wallet of Discom. The agency shall deposit the top up amount in advance and the agency shall be permitted for collection of electricity bills from the consumers only upto the limit of top-up amount. The Agency has to get their meter readers registered as “Agents” at UPPCL digital e-Wallet. Agents will be allowed to collect payments up to the amount in their wallet balance and should have the facility to get recharged their wallet as per following Process Flow:

(A) PROCESS FLOW : Processing of Payment of Consumer through E-Wallet

1. Either consumer may approach Agent(s) of Agency with their Electricity Consumer Account ID for making payment or Agents of Agency may approach consumer for the same.
2. Each Agent with their unique ID, will operate the dedicated application of DISCOM Bill payment service in UPPCL e-Wallet, as developed and maintained by UPPCL.
3. Agent(s) shall connect to UPPCL e-Wallet system after logging in a secured manner which shall generate a unique transaction ID for each such initiation of transaction by Agent(s) and store transaction ID for future reference with time stamp.
4. Agent(s) shall log into the UPPCL e-Wallet system from its device and fetch bill details with payment due using consumer’s account ID from consumer against their electricity bill(s).
5. Agent(s) will provide such details fetched for payment due against the concerned consumer’s electricity bill(s) to the consumer.
6. Consumer shall pay the entire due amount payable against its electricity bill(s) and Agents shall accept such payment and confirm to UPPCL e-Wallet system which will automatically generate a unique payment transaction ID and return it to the Agent’s device with a message of either reflecting Success or Failure of the payment subject to process flow as defined in Process flow (B).
7. In case of successful acceptance of payment by UPPCL’s e-Wallet system, the e-Wallet system will display the receipt on the Agents device and receipt will be printed by Agents and a copy will be provided to the consumer with reference IDs that would map with related transactions’ IDs referred above, along with a distinct SMS on the registered mobile number of the consumer.
8. In case of failure of payment by UPPCL’s e-Wallet system, Agents shall return the amount which was received against payment of dues of electricity bill(s) to the Consumer. Electricity Consumer will not get any receipt in such case.
9. UPPCL’s IT system shall also inform the Consumer by a distinct SMS on their registered mobile number about the transaction.
10. Agent(s) shall have access to UPPCL e-Wallet system to get list of all payments as well as summary of such payments.
11. Respective party shall be responsible for maintaining its IT System.
12. All parties shall ensure timely and effective redressal of all complaints of consumers through efficient grievance redressing mechanism as agreed between the parties.

(B) PROCESS FLOW : Recharge of E-Wallet

1. Agency will recharge their e-Wallet account by depositing funds to UPPCL. Agency will allocate wallet balance to their Agent’s accounts from their available balance

through UPPCL e-Wallet. Agent(s) will be allowed for bill collection only after maintaining sufficient balance in their e-Wallet account. No bill collection will be allowed on the e-Wallet system by Agents in case of insufficient balance in the e-Wallet accounts of Billing Agency and Agents.

2. UPPCL e-Wallet system will maintain details of all advance payment transactions received from Billing Agencies, online.
 3. Billing Agencies shall maintain sufficient balance in its UPPCL e-Wallet account to ensure seamless operations.
 4. Billing Agencies and DISCOM shall reconcile their respective financial transactions in such a manner and in such period as may be deemed fit to prevent any loss of money to any party through any mischievous act, fraud and/or error in any system operations.
 5. UPPCL/DISCOM shall make appropriate online platform for real-time reconciliation of transactions. On behalf of UPPCL/DISCOM the reconciliation work shall be performed by the unit, which maintains the e-Wallet. Reports extracted from this facility shall be used for related purposes.
- 8.3.3 The meter readers of billing agency shall act as collection agent and offer the consumer for spot payment of the bill through prepaid wallet system. The payment by the consumer against the electricity bill by issuing a cheque shall not be accepted by the agency.
- 8.3.4 The agency shall issue the collection receipt only up to the amount credited in the DISCOMs account. The Agency shall follow the directives of the Discom for collection of bill amount in cash or for a limit of single transactions, which may be issued from time to time in line with rules & regulations of the Statutory Authorities or Reserve Bank of India.
- 8.3.5 If any financial irregularity done by the agency is noticed resulting into financial losses to consumer or the Discom, the Discom reserves the right to take legal action against the agency and can also terminate the contract in addition to legal action required, based on the severity of the loss to utility. The financial loss and interest loss thereon shall be recovered from the agency.

8.4 Cross Checking of Meter Reading Works

- 8.4.1 The supervisor will carry out cross checking of meter readings for improving the quality of billing and collection in every month:
- a) Random sample checking of 1% of meter readings which are not downloaded from meter & submit the ATR on Utility Operation Centre portal (UOC) portal of Discoms.
 - b) Shall also monitor billing performance & their exception on UOC, sample verification of table reading, exceptions etc and submit ATR.
 - c) Random sample checking of 1% of consumers for receipt of bills for consumers where supply is either unmetered or through smart meter.
 - d) The billing agency shall take necessary administrative action against the meter reader based on the supervisor report.
- 8.4.2 The Division Engineer, through his own staff shall also cross check sample readings and exceptions, to ensure billing quality. On the basis of Division Engineer's report, the billing agency shall take action against the meter reader / supervisor.

8.5 Target for Billing

8.5.1 The target (%) of billing for the total billable consumers is provided in Annexure- 1.1.

8.5.2 Discom will provide the billing database to agency by 3rd of every month for off-line billing and from by 2nd of every month for real-time billing. The agency shall ensure that all meter readings and bill distribution are completed up 2 days before the end of the month. If the agency fails to achieve the same, the payment against the billing, will be restricted to the no. of readings done by the agency till 2 days before the end of month.

8.5.3 Agency shall ensure that each consumer is served the electricity bill, as per the guidelines prescribed by UPERC time to time. Failure to adhere to the directives will result into levy of penalty as per Annexure- 12. This penalty however will not be levied for the first two months of the contract.

8.6 Consumer Indexing and Updating KYC data

8.6.1 Division office will configure all assets up to DT level in database before starting of consumer indexing works. Discom to provide network asset data for consumer indexing on different dates for various divisions. Accordingly, timeline to complete consumer indexing shall be linked from the date of issuance of data, if the same is provided after date of billing.

8.6.2 Agency shall ensure DT wise indexing of consumer with selecting village through drop-down list provided in the App.

8.6.3 The agency shall initiate the below mentioned activities by the end of 30 days from the date of date of billing and, thereafter, it shall complete activity as per timeline provided below in the table. The details required for consumer KYC are provided in Annexure- 13

Information from field		
Sr. No.	Information	Timeline
1	Consumer KYC including mobile numbers as prescribed by Discom as per Annexure- 13	<ul style="list-style-type: none"> 3 months and 1/3rd in every month.
3	Consumer Indexing	<ul style="list-style-type: none"> 6 months and 1/6th in every month

8.6.4 Thereafter, billing agency shall be responsible to fill /update /correct the above data for all the consumers once in every 6 months from the date of date of billing issued to the Agency as change management, till the end of the contract period as and when Division report change in distribution network & updated in software.

8.6.5 The Consumer book system shall be revised/updated after consumer indexing. Revised/updated consumer feeder and DT wise data shall be updated by Discom and then made available to agency for billing thereafter.

8.6.6 The agency is expected to generally follow the existing practice so that there is no difficulty in taking over the system by DISCOM on completion of the contract.

- 8.6.7 The billing agency shall be required to provide the consumer details (if captured wrongly in the database) to Division / Sub-Division office on monthly basis, ensuring the following, with proper documentary proofs:
- a) Verification of address
 - b) Capture details of Father's / Husband's name
 - c) To identify the cases where the person in whose name connection is recorded is either dead or shifted on account of sell / inheritance of property where connection is provided, a notice, as provided by the concerned official of Discom, is to be served, at such premise, in such cases for change of Tenancy.
 - d) Generating and submitting reports to Executive Engineer of concerned divisions about consumers whose data could not be collected fully and stating reasons thereof and thereafter making sufficient efforts to collect the data by making subsequent visits to premises of such consumers.

9 Manpower Deployment

- 9.1.1 A Team Leader shall be deputed as the Cluster Head to monitor the meter reading, billing, bill distribution and collection activities. He shall be having minimum 10 years of experience post Engineering in the field of similar projects for handling of technology process and manpower. He shall also be supporting the Zone Chiefs and Discom HQ in order to improve the efficiency, issues related to billing software, apps provided by the discom for meter downloading or photo meter readings, consumer data base updates for mobile numbers or pole mapping etc. He shall also coordinate and seek guidance from Discom HQ and Zonal Chief Engineer on any issue related to non-cooperation of Division Engineers.
- 9.1.2 A Deputy Team Leader shall be deputed to assist Team Leader at each Zone level. He shall be having minimum 5 years of experience post engineering in the field of similar projects for handling of technology process and manpower.
- 9.1.3 A Manager shall be deputed at each Circle level to coordinate with Superintending Engineer. He shall be having minimum 5 years of working experience after Graduation in the field of similar projects for handling of technology process and manpower. He shall be responsible for identifying all the risk, revenue leakage points, actions which can improve the revenue and meter reading quality.
- 9.1.4 A Supervisor (one supervisor for 50,000 consumers in a division) shall be deputed at each Division level to coordinate with Executive Engineer and SDOs /JEs. He shall be having minimum 3 years of working experience after Graduation in the field of similar projects for handling of technology process and manpower. The supervisor will be required to support Division and Sub-Division for bill related grievances and check billing quality and assist in addressing the incorrect bills, of at least 1% of Division / Sub-Division Consumers.

- 9.1.5 The meter reader deployed at site should be at least 10th pass. Agency shall train meter readers on various aspects of meter reading, bill generation and collection, in line with rules and regulations of UPERC. They shall also be provided with behavioural training to make them ready for consumer interface at site.
- 9.1.6 During the contract duration, all meter readers will be imparted proper training on meter reading and behavioural aspects by the agency and a certificate to that effect will be enclosed every time a new meter reader is issued an identity card. Also, the behavioural training must be repeated every year and a certificate to that effect must be enclosed by the agency every twelve month. It has to be ensured on monthly basis that key learning of every month in improvement as well as slippages by the meter readers are shared through online training to meter readers. Any directives issued by the management which is required to be enforced at meter reader levels shall also be covered through training programs for smooth implementation.
- 9.1.7 A team of two members having knowledge in data analysis shall be provided at Discom HQ for each cluster to provide information and suggest corrective measures to the management. They must have experience of minimum 2 years and data analytics.

10 Other Conditions

The Other conditions related to Meter Reading, Bill Generation, Serving of Bills and Collection of Revenue are as follows:

- 10.1.1 All consumers with legal connections receiving supply from the DISCOM system must be billed for which the following activities are to be carried out.
- 10.1.2 The agency shall establish its own office at its own cost at divisional office or at a place suitable to carry out this activity. No extra payment shall be made for setting up of this office.
- 10.1.3 All meter readers shall carry an identity card jointly signed by the authorised officials of DISCOM and the agency.
- 10.1.4 All meter readers are required to wear proper uniform on duty. The colour etc. of the uniform shall be decided by the DISCOM. The uniform shall be provided by the billing agency, for which no extra payment shall be made to the billing agency by the DISCOM.
- 10.1.5 Prior to the commencement of work, the firm shall submit the complete list of persons to be deployed at different levels along with their qualification to the Discom along with their mobile numbers and Aadhar card details.
- 10.1.6 All the consumer information data and billing details should be clearly visible and readable on the bill generated by hand held machine/other billing equipment.
- 10.1.7 The following remarks are indicated in billing data/reports as per the status of consumer premises and meter condition, wherever necessary. Discom may revise / modify below mentioned remarks as and when required.

1	IDF	Informed defective/Meterdefective/Damagedmeter
2	ADF	Appears defective

3	RDF	Reported defective
4	NA/NR	No Access/ No reading/Premises locked
5	DO	Dial Over
6	TD	Temporary Disconnection
7	MC	Meter Change

10.1.8 The billing agencies shall ensure compliance to all applicable labour laws.

10.1.9 It is clarified that the existing billing software with UPPCL, Oracle based for RAPDRP towns and Fluent Grid/M Power for NON-RAPDRP towns will be made available free of cost to the successful bidder(s). In case the software is changed in due course, the same shall be made available to the agency.

11 Timelines

Job Description	Timelines
Start of billing	Within 30 days from issue of LOI or earlier in accordance of the meter reading schedule.
Monthly billing activities	To be completed as per monthly billing cycle as per Clause8
Downloading Exceptions addressing by agency	As per clause 8.2.1
Agency shall be required to meet the Downloading Meter reading Targets	As per the clause 8.5

12 General & Specific Requirements of the Bid

12.1 Clarification on RFP

- 12.1.1 The prospective bidders may obtain any clarification regarding the RFP by writing to Project Officer In-Charge as mentioned in Bid Information Sheet.
- 12.1.2 The corrigendum, if any will be uploaded on the website of MVVNL. All bidders are requested to visit the website of MVVNL regularly.
- 12.1.3 The bidder is advised in its own interest, to examine the RFP's instruction forms, terms and general information. Failure to submit information, which is essential to evaluate an applicant's bid or submission of bid not substantially responsive to the RFP may result in rejection of the bid.

12.2 Site Visits

- 12.2.1 The bidder may in its own interest, before submitting its bid, examine the DISCOM'S billing system and the area involved in the cluster to satisfy itself regarding the difficulties which can be observed in the field during carry out activities related to scope of work mentioned in the bidding document. The difficulties which can be observed are availability of electricity supply for limited numbers of hours in the day in some of the area during the working hours, requirement of updating of present database and different make of meters for which multiple probes may be required etc. The Discoms have to observe rostering of electricity supply due to gap in demand and supply and the agency may not be able to carry out meter reading during rostering period without aid of technical solutions to light up meter display. The agency has to ensure 100% billing in definite schedule time as mentioned in the bidding document and it should, therefore, engage adequate meter readers considering the challenges as mentioned above to avoid any delay.
- 12.2.2 The bidder may contact Superintending Engineer, E.D.C. /EUDC of the concerned cluster for help in facilitating these visits. No claim for change in the bid or terms and condition of the contract shall be entertained on the ground that the conditions are different from what were contemplated.

12.3 Pre-bid Meeting

- 12.3.1 A Pre-Bid meeting with all stakeholder Bidders/System Integrators/OEMs and other interested parties will be organized via live Video Conferencing (VC) on date and time mentioned in Bid Information Sheet. The online meeting link of VC will be shared with interested parties on request over email.
- 12.3.2 The purpose of the meeting will be to clarify any issues regarding this RFP in general and the Scope of Work in particular.
- 12.3.3 The Bidder shall submit any question or query to MVVNL in writing, to reach MVVNL on or before the meeting. It may not be possible at the meeting to respond to questions received late, but questions and responses will be transmitted as indicated hereafter.
- 12.3.4 The corrigendum, if any, in the response of the queries raised by the bidders will be uploaded on the e-bidding website.
- 12.3.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

12.4 Amendments to RFP

- 12.4.1 MVVNL on its own initiative or in response to clarifications requested by any Bidder may modify the RFP, including the timelines, by issuance of addendum / modification / errata and / or a revised document.
- 12.4.2 Revisions or amendments in the bidding guidelines may cause MVVNL to modify, amend or supplement the RFP to be in conformance with any applicable Law. Such document shall be notified in writing through UP NIC e-tender portal. The bidder is advised to check the e-tender portal for any such change.
- 12.4.3 MVVNL shall not be responsible for any delay in receipt of the addendum/ modification/ errata and/ or revised document and receipt of the same by the Bidders shall be presumed by MVVNL upon taking all reasonable steps to notify the Bidders. Late receipt of any addendum/ modification/ errata and/ or revised document will not relieve the Bidder from being bound by that modification or the Bid Submission Deadline. All such amendments/modifications shall be issued at least Seven (7) days prior to the Bid Submission Deadline. If the amendment is published later than minimum 7 days from the bid submission deadline, then such an amendment shall be accompanied with a suitable date extension.
- 12.4.4 In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, MVVNL may, at its discretion, extend the deadline/ timeline for Bid submission. However, it shall not be the right of the bidder to claim any extension of bid submission dates.

12.5 Deviation from RFP

- 12.5.1 A responsive Technical and Financial Proposal is one that conforms to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document without any deviation, reservation, or omission.
- 12.5.2 A non-responsive bid by the Bidder shall be rejected by the MVVNL.

12.6 Documents Comprising the Bid`

- 12.6.1 Commercial, Technical and Other Details – Part 1
- a) The bidder shall submit the documents Online as per Clause 16 of this RFP.
 - b) Only individual firms are eligible to participate intender and consortium is not allowed as per *Annexure- 6*
 - c) Power of Attorney/Board resolution in favour of signatory of the bid.
 - d) The information and documents shall be submitted by the Bidders as per the guidelines, formats, schedules, fees, and other specification in this Clause, as well as this RFP in general.

- e) Strict adherence to the formats, wherever specified, is required. Wherever information has been sought in specified formats, the Bidder shall refrain from referring to brochures or pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.
- f) Earnest Money shall be submitted as per clause 12.10 of General & specific requirement of the bid. *Annexure- 2*
- g) Bank Transfer details for RFP Fee as mentioned *Bid Information Sheet*
- h) Work Experience Certificates as per *Annexure-8*
- i) No Deviation Certificate from the RFP as per *Annexure- 9*
- j) Affidavit for Bid Validity shall be provided as per *Annexure- 7*
- k) Other details as called for in the RFP or which the bidder may like to highlight.
- l) The bidder must demonstrate that it has access to the required means of credit or other financial means (in addition to his commitment to other ventures) sufficient to meet the cash flows needed for supporting the work in this tender. The cash flow needed shall be assessed by the bidder. Chartered Accountant (CA) certified document to be submitted.
- m) Information about the proposed methodology, technology to be used and timeframes for starting the hand-held billing.
- n) Copy of Curriculum Vitae of the Team Leader proposed to be deputed on the project certified by the Company Secretary / Authorised signatory of the bid. *Annexure- 1*.
- o) The bidder has to submit details of its total employees certified by Authorized Signatory
- p) The bidder has to submit audited balance sheets or CA certificate of latest preceding three Financial Years (FY 2018-19, FY 2019-20 and FY 2020-21)
- q) The bidder has to submit a document showing Positive Net worth in FY 2020-21 as Certified by CA.
- r) The bidder has to submit the Tender Form as per *Annexure- 5* duly signed by Authorized Signatory.

12.6.2 Financial Offer and Terms and Conditions – Part 2

- a) Price Bid can be filled online by visiting at <https://etender.up.nic.in> upto last date and time of receiving of tender as mentioned in tender notice. The format for filling the Price Bid is provided at Clause 17.

12.7 E-Tendering Instructions

12.7.1 General

- i. Submission of Bids is only through online process for this Tender.
- ii. For conducting Electronic Tendering, UPPCL is using the Portal of NIC, a Government of India Undertaking and the tender is being uploaded to website <https://etender.up.nic.in>

12.7.2 Tender Bidding Methodology

Sealed Bid System: e-tenders are invited in two parts (Part-I Techno Commercial and Part-II Financial Bid).

12.7.3 Broad Outline of Activities from Bidder's perspective

- i. Procure a Digital Signing Certificate (DSC)
- ii. Register on NIC (<https://etender.up.nic.in>).
- iii. Create Users and assign roles on NIC Portal.
- iv. View Notice Inviting Tender (NIT) on NIC Portal.
- v. Download Official Copy of Tender Documents from NIC Portal.
- vi. For Clarification to Tender Documents on NIC Portal:
- vii. -Query to UPPCL (Optional)
- viii. -View response to queries posted by UPPCL, as addenda.
- ix. Bid-Submission /Bid Upload on NIC Portal.

12.7.4 Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

12.7.5 Registration

- a) To use the e-Tender Portal of NIC (<https://etender.up.nic.in>), bidder needs to register on the Portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In NIC PORTAL terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/Portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.
- b) Pay Registration Fee and other charges (as applicable) on the NIC Portal.

12.7.6 Bid Related Information for this Tender

- a) The entire bid-submission would be online on NIC Portal and upload the necessary scanned documents such as Demand draft, RFP etc. Broad outline of submissions is as follows:
 - (i) Submission of digitally signed copy of Tender Documents/ Addendum/addenda
 - (ii) Two Parts of Bid
 - **Techno-commercial Part-I** containing prequalifying documents, bid fee/bid security proof and technical proposal
 - **Financial-Part-II** containing price bid
- b) Bidders must ensure that all documents uploaded on e-tender Portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc.
- c) It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

- d) In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender Portal in his / her presence.
- e) If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender Portal in his / her presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and such bid shall be summarily rejected and treated as non-responsive.

12.7.7 Special Note on Security of Bids

Security related functionality has been rigorously implemented in NIC Portal in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ Portal.

12.7.8 Minimum Requirements at Bidder's End to Upload Bid

- 1.Computer System with good configuration.
- 2.Broadband connectivity.
- 3.Microsoft Internet Explorer 6.0 or above.
- 4.Digital Certificate(s)

12.7.9 Other Instructions

Note: It is strongly recommended that all authorized bidders should thoroughly peruse the information provided under the relevant links and take appropriate action. This will prevent hiccups and minimize teething problems during the use of NIC Portal.

Please go through the NIC Portal Link for "Bidders Manual Kit" (<https://etender.up.nic.in/nicgep/app?page=BiddersManualKit&service=page>) and go through the instructions carefully for online bid submission.

12.7.10 Method of Submission of Bid

Digitally signed copies of all the required documents asked in the RFP must be uploaded on e-tender website.

12.7.11 Eligibility & Technical section

In this section, Bid letter form and Clause-by-Clause Compliance Statement as per eligibility criteria, all the forms/format, documentary proof, Forms/format and compliance to Scope of Work. Please note that the qualification cum technical proposal must NOT contain any pricing information.

12.7.12 Price Bid Section

- All the forms should be in the Prescribed Format Only.
- All forms/Tables, duly filled-in with necessary proofs, as required and stated in the RFP& supporting documents for eligibility criteria should be uploaded.

12.7.13 Bid Formats

- a) Only those bids for which the bidder has uploaded all required documents on the portal shall be considered eligible.
- b) The information and documents shall be submitted by the Bidders as per the guidelines, formats, schedules, fees, and other specification in this Section, as well as this RFP in general.
- c) Strict adherence to the formats, wherever specified, is required. Wherever information has been sought in specified formats, the Bidder shall refrain from referring to brochures or pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.
- d) The Bidder shall submit the Bid in compliance with the Eligibility Criteria and formats provided in this RFP.

12.8 Submission of Bids:

12.8.1 The Bid for both parts shall be submitted online as described in this RFP.

12.8.2 Separate bids have to be submitted for each cluster. The bidder is free to bid for one or more clusters. However, a bidder can be awarded a maximum of two clusters which will not be in same discom.

12.8.3 The rates shall be quoted as specified in BOQ this RFP available at E-tender website: <https://etender.up.nic.in>. No hard copies of Part –2(prices) shall be accepted against the tender.

12.8.4 The bidder has to quote separate rates for the line items provided in the financial offer of the RFP.

12.8.5 The tender documents containing application formats and details of the proposal can be downloaded from E-tendering website <https://etender.up.nic.in>. The e-tender cost in the form of demand draft for Rs.25,000 in favour of Executive Engineer to Managing Director, MVVNL, Lucknow shall be enclosed with the Part-1 of the bid. The Part -2 of the bids without the tender cost and earnest money shall not be opened under any circumstances. Tender can be submitted on e-tender website: <https://etender.up.nic.in> only upto 15:00 hrs of 04.07.2021. The offers shall be opened on the specified date i.e. on 05.07.2021 at 15:00 hrs or specified date (if any change in original date take place) in presence of bidders or their authorized representative (s) who chooses to be present on that time.

12.8.6 The prospective bidder should have the necessary technical competence, financial standing, experience, expertise and infrastructure for handling door to door meter reading, bill generation, bill delivery and bill collection and related activities in similar distribution system(s).

12.8.7 Bids must be received within the specified deadline as per procedure of E-Tendering as explained in clause 12.7 of this RFP. If it is a holiday, the bids shall be received on the next working day at same time.

12.9 Bid Validity

12.9.1 Bids must remain valid for acceptance for a period of 180 days after the date of opening of Part-2 of the bid. MVVNL may request for suitable extension. If the day up to which the bid is to remain valid is a holiday, the offer shall remain valid up to the next working day. The bidder shall extend the Bid Validity if required by the Purchaser.

12.10 Earnest Money Deposit

12.10.1 The Bid in Part-1 shall be accompanied by earnest money deposit in the form of Bank Transfer / /Bank Guarantee (Copy of UTR details of online transfer or copy of Bank Guarantee must be uploaded. Originals to be submitted in hard copy up to bid submission time) in the given format, in favour of MVVNL, Lucknow as per Annexure- 2 with the tender documents for an amount of Rs. 25.0 lakh (Rs. Twenty-Five lakh only per cluster). Separate EMD has to be submitted for each cluster in case of Bidder is bidding for more than one cluster.

12.10.2 EMD also accepted in the form of Bank Guarantee. The BG format is provided in tender documents. The Earnest Money instrument shall be valid for at least 180 days from the date of bid opening. The submission of Bid Part-1 without earnest money, as prescribed in this RFP, shall not be considered valid for further consideration and shall be rejected by the MVVNL.

12.10.3 The EMD may be forfeited if: -

- Bidder withdraws its bid during the specified period of bid validity.
- Bidder fails to sign the Contract when so awarded by the Discom.
- Bidder fails to furnish a Performance Guarantee at the time of award
- If the Bidder is found to have submitted false particulars/ fake documents; or
- If the Bidder refuses to execute the work on their quoted rates, after issue of LOI by the Discom concerned.
- Incidents of manipulation of rates by cartelization.

12.11 Modification or Withdrawal of Bid

12.11.1 No bid may be modified subsequent to the deadline for submission of bids, except for submission of clarification or information called by MVVNL.

12.12 Bid Opening and Evaluation:

12.12.1 At the opening of Part-1 of the bids, MVVNL may announce the bidder's details, as it may consider appropriate.

12.12.2 The shortlisted bidders will have to make a presentation as mentioned in clause 13.1 of this RFP to Discom detailing their capabilities and the plans including the technology that they plan to deploy.

12.12.3 The date and time for opening Part-2 of the Bid containing financial offer will be intimated to the bidders short-listed after the technical evaluation by MVVNL in due course on the basis of evaluation of Part-I of bid.

12.12.4 If a bidder fails to obtain 70 or more marks in technical evaluation, the Part-2 of the bid of such bidder shall not be opened. The bidders who have successfully qualified in technical evaluation shall be eligible to attend opening of Part-2 of the bid.

13 Technical and Financial Evaluation of Bid & Award of Contract

13.1 Part 1: Technical Evaluation

13.1.1 The technical proposal would be evaluated based on following weightages assigned to Experience and Track record, Experience of the bidder & Approach and Methodology of the Bidders. Evaluation of Bidder's Qualification will be carried out based on the information furnished by the Bidder as per the related documentary evidence in support of meeting the Qualification. Requirements as specified in Eligibility/Qualification Criteria. Further the below mentioned credentials with assigned weightage shall be assessed: -

Sr.No.	Criteria	Marks
1	Average Annual Turn Over in latest preceding three years i.e. 2018-19, 2019-20 and FY 2020-21 in INR based on Audited balance sheets / CA certificate	
	· Between 25 Cr to 30 Cr.	20
	· Between 30 Cr to 50 Cr	25
	· More than 50 Cr.	30
2	Average Monthly Experience of doing spot billing/ billing using any hand held meter reading devices to customers continuously in last two years (FY 2019-20 and FY 2020-21) as below based on work order copy and Completion Certificate (Any project completed for 2 year but still ongoing shall be considered):	
	· 5 lacs.	10
	· More than 5 Lac and upto 7 lacs.	15
	· More than 7 lacs and upto 10 lacs	20
	· More than 10 lacs.	25
3	No. of Employees including meter readers engaged by the Agency subject to statement of PF for March Month of FY 2020-21	
	· Between 300 to 500	15
	· Between 501 to 700	20
	· More than 700	25
4	Detailed presentation on scope of work	
	i. Approach and Methodology: Work plan and schedule to execute activities of RFP in time	5
	ii. Strategy opted with prepaid wallet for safe & secure collection to improve number of consumers paying in a month	5
	iii. Demonstration of Analytical capabilities to support Discom in improving billing quality.	10
	Total (Maximum)	100

- 13.1.2 The technical score shall be computed on the basis of component marks as assigned above. The Bidder(s) securing at least 70% overall in Technical Proposal would be declared Technically Qualified. The Financial Proposal of only Technically Qualified Bidders shall be opened and evaluated.

13.2 Part 2: Financial Evaluation

- 13.2.1 The bidder with lowest total bid value as submitted in financial offer rate will be ranked as “L1” for that cluster for which the bid has been submitted. The quoted rates will remain firm for the entire period of the contract (including extension if any).

13.2.2 Snap Bidding:

- a) In case two or more bidders are adjudged as L1 bidder having lowest total bid value in a cluster, then all such bidders will be asked to participate in the Snap bidding at MVVNL office
- b) They will be required to submit their revised financial bid by offering discount in percentage, zero or more than zero, on the rates submitted in opened financial bid for each item, on spot basis in the sealed envelope, within a specified time as will be notified to them.
- c) The sealed envelope shall be opened by the MVVNL in the presence of authorized representative of the bidders participating in the Snap Bidding.
- d) The bidder emerging as the lowest L1 bidder on the basis of Lowest Total Bid Value arrived by applying offered discount in the revised financial bid during the snap bidding shall be declared as the L1 bidder for the cluster.

- 13.2.3 It is explicitly clarified that any agency can bid for one to nine clusters. However, in case a bidder is L1 in more than two clusters, it can be awarded only one cluster per DISCOM, subject to the condition that maximum of 2 clusters will be awarded to one agency. In case a bidder emerges as Lowest Bidder (L1) in more than 2 clusters, it will be decided by MVVNL as per the following methodology:

- a) As a first step, the cluster where the difference in the total bid value between L1 and L2 is highest, the cluster will be awarded to the L1 bidder as the first cluster.
- b) In the next step, the next cluster where the difference in the total bid value between L1 and L2 is second highest, the L1 will be awarded the second cluster.
- c) In the next step, the cluster where the same bidder who has already been awarded with 2 clusters, has emerged as L1 bidder, such L1 Bidder shall not be considered for evaluation in rest of the cluster and next higher bidder will be designated as L1 in those clusters.

- 13.2.4 A detailed methodology for financial evaluation for is provided in Annexure 1.3

- 13.2.5 The Bidder declared as L1 for the cluster in the financial evaluation of MVVNL as per the methodology mentioned above and in the Annexure 1.3 shall have to accept the awarded cluster. The Bidder shall have no right to demand the cluster of its own choice irrespective of its financial bid being L1 for the cluster. The Bidder's refusal to accept the awarded cluster shall result in forfeiture of the Bid Security (Earnest Money Deposit) by the MVVNL.

13.3 Clarification of Bids Submitted

- 13.3.1 To assist in the examination, evaluation and comparison of bids, MVVNL may ask bidders individually for clarification in writing. No change (s) in the substance of bid shall be permitted while seeking clarification.

13.4 Award of Contract

- 13.4.1 Prior to the expiration of the period of Bid validity, MVVNL shall notify the results of the Financial Bids as per the methodology mentioned in clause 13.2 of the RFP on the portal for each cluster.
- 13.4.2 The Letter of Intent (LOI) for each cluster shall be awarded by the concerned Discom to the successful bidder declared as L1 by MVVNL for that cluster subject to the condition that one bidder may be awarded maximum of two (2) clusters across the five Discoms and that no bidder will be provided more than one cluster in a Discom.
- 13.4.3 The billing work for KESCO Discom i.e. Cluster 9 shall be initiated after the existing contract is terminated or completed.
- 13.4.4 Until a formal Contract is prepared and executed between agency and the concerned Discom, the LOI shall constitute a binding Contract.
- 13.4.5 The successful Bidder shall provide an undertaking that the key staff identified for the project (as required) shall be available during the period of the Project.
- 13.4.6 Within fourteen (14) days of the receipt of LOI for the cluster from the Discom, the successful Bidder shall furnish the Performance Security for the cluster of amount mentioned in clause 13.6 of this RFP, using the format of Performance Security given in Annexure- 3:.
- 13.4.7 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security submitted by the bidder.
- 13.4.8 Successful bidder will sign and enter into separate contracts with each of the Discoms on whose behalf this RFP has been floated, for a contract value equivalent to individual cluster and will be responsible for services to the Discom, whereas the Discom shall be responsible for making due payments as agreed upon in return for the services.

13.5 Signing of Agreement

- 13.5.1 The successful bidder shall, on receipt of Letter of Intent (LOI), enter into a contract with Superintending Engineer (Commercial), of the DISCOM by jointly signing an Agreement. The Agreement shall be executed within fifteen days thereafter. The person signing the Agreement must be duly authorized by the bidder.
- 13.5.2 The Agreement will be signed as per Annexure- 4

13.6 Performance Security

- 13.6.1 Within 14 days of receipt of the LOI, the successful bidder shall furnish a performance security @ 3% of contract value, in any one of the following formats to guarantee faithful performance of the Contract to Managing Director, of the DISCOM or its nominee, on submission & confirmation of which, if required, the earnest money deposit shall be refunded:
 - a) FDR/TDR/CDR etc. duly pledged in favour of Executive Engineer to Managing Director, MVVNL, Lucknow issued by **any Scheduled Commercial Bank.**

Or

b) Bank guarantee in favour of Executive Engineer to Managing Director, MVVNL, Lucknow as per the Performa to be provided by Department The BG shall be valid till completion of contracted period along with extra 6 months as claim period.

- 13.6.2 Provided further that the performance guarantee amount will be increased at least one month prior to the expected increase in business volume as communicated by Discoms on annual basis, failing which the amount corresponding to increased performance guarantees over and above already provided will be deducted from the payments for monthly invoices of the agency, However, upon submission of revised performance bank guarantee the amount so deducted from the monthly invoice shall be paid to the agency, without any interest.
- 13.6.3 The performance security shall be returned back to the agency after 6 months of completion of the contract as per the Agreement. The bidder has to first furnish the performance security amount and then commence work. Failure in furnishing the performance security shall result in annulment of the award and forfeiture of the earnest money.

13.7 General

- 13.7.1 In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as made by MVVNL / Discom shall be final and binding.
- 13.7.2 MVVNL reserves the right to amend the nature or scope of the proposed contract, reject or accept any bid, cancel the bid process or/and reject all applications.
- 13.7.3 MVVNL shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of its actions.
- 13.7.4 MVVNL/DISCOMs reserves right to divide the work among agencies.

13.8 Quantity Variation

- 13.8.1 The change in number of consumers of the Discom on account of new connections, disconnections, unmetered to metered and metered to Smart meter or pre-paid meters shall be allowed under the quantity variation during the contract period.

13.9 Contract Period

- 13.9.1 The term shall be initially for a period of three years extendable up to further two years in a span of one year each on mutually agreed terms & condition. The contract may also be terminated in the event of substantial changes in the circumstances.
- 13.9.2 However, on grounds of non-performance of billing agency, the contract may be terminated at any time with prior notice to the firm in accordance with the procedure specified in the document
- 13.9.3 It is further clarified that even though the tender is for all nine complete clusters with the approximate number of consumers as given in the Annexure- 1. The work will be assigned in phases at the discretion of management. In case any other billing agency is already operating in a cluster for which a bidder has quoted, the contract will be awarded for this cluster in a phased manner.

13.10 Termination

- 13.10.1 The Discom may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder at least 15 days in advance, terminate the contract in whole or in part, in case un-satisfactory reply is received from the bidder against the default notice served by the Discom.
- a) If the bidder fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or any extension thereof granted by the Discom
 - b) If the bidder fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the Discom.
 - c) If the bidder, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
 - d) In case the bidder intends to terminate the contract for its own reasons, it shall be required to serve an advance notice of 6 months to the Discom.
 - e) The contract may also be terminated/modified in the event of substantial changes in the circumstances like the area being given to franchisee or privatization of the distribution licensee etc.
 - f) In the event the Discom / MVVNL terminates the contract in whole or in part. Performance Security (Cash/Bank Guarantee) submitted by the firm/supplier shall be forfeited.

14 Payment of Invoices, Incentives and Penalties

14.1 Payment of Invoices

- 14.1.1 The agency will be required to raise the invoice for monthly activities as per the rates mentioned in the agreement signed with the Discom. The Terms and Condition for payment to Agency for items mentioned in Clause 17 will be as follows:
- a) For item 2, and 3 quoted amount will be paid as follows:
 - i. The Agency shall be paid 40% of the quoted amount on meter reading, bill generation and bill serving to consumer **OR**
 - ii. The Agency shall be paid 50% of the quoted amount for such consumer for which it has completed meter reading, billing generation and bill serving to consumer and consumer has paid 100% payment against the bill not through Meter Readers but through any other payment channel for which Discom is not paying any collection fees (such as counter of Discom, Net Banking, etc.) **OR**
 - iii. The Agency shall be paid 100% of the quoted amount if agency complete the meter reading, billing generation and bill serving to consumer and collection of 100% payment against the bill through its Meter Readers.
 - b) For Item 1 and 4, quoted amount will be paid as follows:
 - i. The Agency shall be paid 30% of the quoted amount on meter reading, bill generation and bill serving to consumer. **OR**
 - ii. The Agency shall be paid 40% of the quoted amount for such consumers for which it has completed meter reading, billing generation and bill serving to consumer and consumer has paid 100% payment against the bill not through Meter Readers but through any other payment channel for which Discom is not paying any collection fees (such as counter of Discom, Net Banking, etc.) **OR**

- iii. The Agency shall be paid 100% of the quoted amount if agency complete the meter reading, billing generation and bill serving to consumer and collection of 100% payment against the bill through its Meter Readers.
 - c) The agency shall be eligible to raise collection invoice on latest collected bill including arrear as one bill in a month.
- 14.1.2 The payment of works carried out by the Agency as mentioned in Clause 8.2, shall be paid at the rates prevalent in the Discom from time to time. The Agency shall submit its invoice, by 7th day of next month to Chief Engineer (Distribution) of Discom HQ, after executing the works in preceding month as per the standard rates of the Discom, with a copy to Division Engineer providing details of such consumers and detailed bill of quantity.
- 14.1.3 Monthly bills shall be raised by the agency to the concerned Chief Engineer (Distribution) of Discom HQ annexing the monthly report (MIS), after incorporating the performance based criteria in SLA by 7th working day of the next month. The Agency will also send a copy of invoice to the concerned Division's Executive Engineer
- 14.1.4 The Discom shall release payment equivalent to 70% of invoice value as mentioned in clause 14.1.2&14.1.3 to the Agency within 7 days from the date of submission of bills / invoices by the agency.
- 14.1.5 The Division's Executive Engineer will verify the bill and send the copy of verified bill to concerned Chief Engineer (Distribution) of the Discom for further processing of payment and also for deduction / withheld against non- compliance as listed in SLA.
- 14.1.6 The balance 30% payment against the monthly invoice shall be released on verification of invoices by Discom and after deduction / withheld of applicable amounts (if any), within 30 days of the submission of complete invoices along with SLAs report subject to deductions on non-performance of SLAs during the month.
- 14.1.7 GST on the accepted contract prices will be paid extra as per actuals. TDS will be deducted as per Income Tax rules.
- 14.1.8 If any excess payment has been made to Agency due to difference in quoted price in proposal and Agency's invoice, or due to omission in verification of payable quantities, MVVNL/Discom may without prejudice to its rights recover such amounts by adjustments in subsequent invoices or by other means after notifying the Agency or deduct such excess payment from any payment subsequently falling due to the Agency.
- 14.1.9 Provided further that the total amount of penalties calculated as per this RFP, for any month, shall be limited to the financial value of that month's normal bill for which the invoice has been raised (without levy of incentive or penalty).

14.2 Incentives

- 14.2.1 On locating & informing to Division Engineer about theft cases using Katiya, Domestic connection used for commercial purpose, meter used by any consumer for consumption of electricity but does not exist in the billing system of the Discom, the agency shall be paid an incentive of INR 200 per connection. For locating a ghost consumer (untraceable) the incentive amount shall be Rs. 100 per case. The Discom shall pay this incentive to the Agency upon successful collection of the bill from such consumer. The Agency shall pay 75% of the above incentive amount to the meter reader who had first

reported such case, whereas 25% of the incentive amount will be retained by the agency. The agency shall make all efforts to popularize this scheme with all its meter readers and this would form an essential part of their training.

14.3 Penalties

- 14.3.1 If in the event of cross verification by Discom or consumer's complaint it is established to the satisfaction of DISCOM with documentary evidence, that the meter reader has captured incorrect meter reading, or punched wrong meter status (IDF/RDF/CDF), a penalty of Rs. 200/- per event shall be recovered from the bill of the agency and in addition any revenue loss to Discom on this account shall also be recovered from the bill of the agency. Further, Billing Agency shall ensure action against such meter readers involved in above wrong practices and submit a report to Discom.
- 14.3.2 Similarly, if it has been established that the meter reading is accumulated & unbilled which is equivalent or more than actual consumption of 3 months or more for any consumer in the meter for any reason thereof, in such cases the Discom shall levy a penalty of Rs 10,000 per case or un-recovered revenue from such consumer, whichever is higher. The penalty so computed for all such accumulated cases shall be deducted from Agency's monthly bill and for such deduction of penalty limit as set in clause 14.1.9 shall not be applicable. In case of any dispute regarding accumulation of readings, decision of concerned Chief Engineer (Distribution) shall be final and binding on both the parties.
- 14.3.3 In case, it has been established that the meter reader is involved in malpractices, the agency shall remove such meter reader from service and FIR against the meter reader shall be lodged by the agency, failing which FIR may be lodged against the agency by DISCOM. The culprit meter readers shall be debarred from further deployment in DISCOM for meter reading or any work. The removal of such meter reader shall be verified by the Division Engineer.
- 14.3.4 Failure to complete KYC and Consumer Indexing work as per scope: The agency has to ensure that work shall be completed as per timeline mentioned in clause 8.6 for the first time and then it shall update it regularly once in every six months as per change management or whenever Discom directs to update it. If the work of KYC or Consumer Indexing is not completed or updated within the stipulated timelines and details as provided in SLA, then penalty for each activity separately for KYC or Consumer Indexing at 10% of the of the rate payable for meter reading per consumer (20% of the rate payable for meter reading per consumer if both KYC and Consumer Indexing are not completed), shall be levied for such consumers where no data has been punched by the agency or incorrect data has been punched by the agency. This penalty shall be levied every month till the data has been punched by the agency or data has been corrected by the agency.
- 14.3.5 Failure to meet the targets of Meter Downloading: Target shall be defined by DISCOM as per criteria given in scope of work. Communication error recorded by the software shall be considered as Meter downloading. Failure to achieve such target shall attract penalty at the rate as provided in the below table for shortfall of targets. However, this clause shall be applicable only after the completion of 2nd month billing subsequent to date of LOI for award of contract.

Sl. No.	Actual Billing, if shortfall against the target is:	Rate of Penalty @ No. of Times of the Rate payable for downloaded meter reading & Billing
1	Less than 5%	Two times of the quoted rates
2	From 5 % to less than 10%	Three times of the quoted rates
3	From 10 % to less than 15%	Four times of the quoted rates
4	Equal to and more than 15%	Five times of the quoted rates

14.3.6 Delay in Completion of Meter Readings & Billing by due date: In reference to Clause 8.2 of this RFP, the Agency shall complete the target meter reading and billing of consumers two (2) days prior to last day of the calendar month. Failure to achieve the target, excluding exception cases, shall result into levy of penalty on the shortfall consumers as follows:

Sl. No.	Actual Billing, if shortfall against the target is:	Rate of Penalty @ No. of Times of the Rate payable for meter reading & Billing
1	Less than 5%	Two times of the quoted rates
2	From 5 % to less than 10%	Three times of the quoted rates
3	From 10 % to less than 15%	Four times of the quoted rates
4	Equal to and more than 15%	Five times of the quoted rates

For the sake of clarity, if shortfall is 12%, then penalty shall be four time of the rate payable for meter reading for shortfall target.

14.3.7 Collection Receipt: Any wrong posting of payment made by a consumer into someone else account by the Agency shall be considered as failure of services and such instances shall be levied penalty at the rate of Rs. 200 per wrong case of posting.

15 Special Conditions of Contract

15.1 Special Conditions of the Tender

15.1.1 This section describes the terms and conditions under which the agency is to develop, operate and maintain the proposed Meter reading, bill generation, bill serving and bill collection to consumers.

15.2 Rules and Regulations

15.2.1 The job shall be carried out as per the rules, regulations and other procedures applicable for different categories of consumers as prevailing in the DISCOM at that point of time, which shall be made available to the Agency before commencement of work. These rules or procedures may be modified by UPPCL or there can be any modification or new regulations by the UPERC, which shall be intimated to the Agency from time to time and all modifications shall be required to be incorporated and implemented in the software within 30 days of receipt of information. The agency shall adhere to UPERC (Standard of Performance) Regulations 2019.

15.2.2 The agency may suggest amendments to these rules and regulation to improve performance.

- a) The Agency will also follow the labour regulations and also the provisions of others laws and directives and regulations of Government and other authorities and comply with any other relevant legislation in force during the currency of contract.
- b) The salary of the personnel's engaged for the work shall be paid through electronic mode by RTGS in their respective bank account.
- c) The Agency shall be responsible to be in compliance to all the Statutory Acts Applicable. Special attention of the bidder is drawn towards the compliance of the following statutes (Along with latest amendments/additions):
 - i. The Child Labour (Prohibition and Regulation) Act, 1986
 - ii. The Contract labour (regulation and Abolition) Act, 1970
 - iii. The Employees Provident Funds and Miscellaneous Provisions Act, 1952
 - iv. The Employees State Insurance Act, 1976
 - v. The Industrial Dispute Act, 1947
 - vi. The Minimum Wages Act, 1948
 - vii. The Payment of Bonus Act, 1965
 - viii. The Workman's Compensation Act, 1923
 - ix. Public Liability Insurance Act, 1991
 - x. Fatal Accident Act, 1855
 - xi. The Electricity Act, 2003

15.3 Insurance

15.3.1 The agency shall obtain accident liability insurance for its employees on account of injury, fatal or otherwise due to any type of accidents during service. It shall also indemnify DISCOMs against any claim from such employees or their dependants and/or successors. Agency shall also indemnify DISCOMs/UPPCL for any loss caused by the agency.

15.4 Notification and Announcements

15.4.1 DISCOMs shall complete formalities towards due notifications to consumers and all parties involved about the transfer of survey, meter reading and bill delivery function and the authority of the Agency to act on behalf of DISCOMs. Public announcement including statement regarding the Agency's authority to Act in the area shall be made by the concerned officer of the DISCOM.

15.5 Maintenance of Facilities and Personnel

15.5.1 Facility:

- a) The agency shall maintain all requisite facilities of its own cost as required for proper meter reading and serving of bill and collection of bill etc. and other works under this bid.
- b) The agency shall provide and maintain an office at a convenient location with staff in adequate number and of adequate competence, which shall remain open at all reasonable hours to receive communications.
- c) The agency shall also maintain modern communication equipment like telephones, facsimile, internet for interaction with the DISCOM.

15.5.2 Personnel:

- a) The billing agency must have adequate skilled staff on their regular payroll such as meter readers, and other qualified IT Professionals to handle the required volume of meter reading and billing work. The complete list of staff along with their name, qualification, experience, Mobile number, Aadhar number, salary slip and EPF/ESI/Insurance details must be submitted before starting of the work & as and when changes to Superintending Engineer of concerned circle under intimation to this office. The billing agencies shall ensure wages to their employees in compliance of labour laws.
- b) The billing agency must have sufficient SBM machines or similar equipment/tools in working condition to provide it to each meter reader.
- c) Successful bidders shall submit Aadhar Card of the meter reader before starting of the work to Superintending Engineer of concerned circle under intimation to this office
- d) The agency shall maintain supervisory and other personnel, as described in this RFP, for efficient management and improvement in the meter reading and serving of bill, collection of bill in distribution system. Checking of meter reading will be done by the Supervisor on random basis to ensure correctness of reading.
- e) Person in-charge or an alternate shall be available for communication during all business hours.

15.6 Agency's Rights

15.6.1 The agency will be given rights to operate in the area during the Agreement period as an agent of Discoms, which shall cease to exist on completion of the said period or on termination of the contract.

15.6.2 The agency's rights in the area will be as agent of the DISCOM for Meter reading, bill generation bill serving and bill collection.

15.7 Monitoring

- 15.7.1 Submit to the Employer a MIS Report every day / week / month of the progress of the previous week/ month, indicating the quantum of work carried out and the level of improvement achieved and the operational performance of the Meter reading, Bill generation bill serving and bill collection and other necessary reports required by the DISCOM.
- 15.7.2 Facilitate access and availability of all data, documents and systems related to the Meter reading, Bill generation, bill serving and bill collection to the DISCOM.
- 15.7.3 Make available its management at all reasonable times or places to discuss with concerned officer of DISCOM the operation of the Agreement and related matters.

15.8 Contract Agreement

- 15.8.1 The agency will have to enter into an Agreement with respective Discoms, for setting out all terms and conditions including those mentioned in these Special conditions of the tender for Meter reading, Bill Generation, bill serving and bill collection elsewhere in this document.
- 15.8.2 The Agreement shall set out specific events of default that will entitle the other party to terminate the Agreement. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.
- 15.8.3 Depending upon the performance of the billing agency the Agreement can be terminated by DISCOM by giving 30 days' notice (and a 7 days' show cause notice at the start of 30 days' notice period). These terms shall be included in the agreement. The contract may also be terminated in the event of substantial changes in the circumstances like the area being given to franchisee or privatisation of the distribution licence etc.
- 15.8.4 Agency shall indemnify DISCOM against any claims, demands, cost and expenses whatsoever which may be made against it, because of failure of the agency or its representative in the performance of their duties and negligence on account of any accident or injury or any form of default to any person, consumer and or a person employed by the Agency or their successors or assigns.

15.9 Fall Back Arrangement

- 15.9.1 Provision shall be made in the Agreement that in the event of failure of the agency to fulfil its obligations, duties and responsibilities as per the Agreement terms, DISCOM shall have the right, at any time to resort to a fall back arrangement. Under this plan, DISCOM shall take charge of all facilities, resources and systems whether in operation or under execution after giving suitable notice as provided in the Agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient, the agency shall pay the difference to the DISCOM failing which DISCOM shall have the right in such circumstances to manage the system itself after taking the charge of the facilities as above or through any other agency as it may deem fit and no claim of the Agency for compensation in this respect shall be entertained.

15.10 Handing Over on Termination

- 15.10.1 The contract agreement shall require the agency to co-operate in handing over the facilities and records in good working order to DISCOM. Upon termination of agreement, the company's authority to act in the area shall immediately cease.
- 15.10.2 On termination of agreement, the agency shall have to provide soft and hard copy of all data base in the desired format /files and billing software with, its source code and the user manual.
- 15.10.3 The agency is expected to generally follow the existing practice so that there is no difficulty in taking over the system back by DISCOM on termination of the contract. Significant deviations from current practices would be allowed only after approval from Discom.

15.11 Assignment

- 15.11.1 Neither party may assign or transfer any of its rights and obligations under the Agreement to any other agency.

15.12 Governing Laws and Jurisdiction

- 15.12.1 The Contract shall be governed by and interpreted in accordance with the laws of the India. The High Court of Judicature at Uttar Pradesh and Courts subordinate to such High Courts shall have exclusive jurisdiction in respect of any disputes relating to the tendering process, award of Contract and execution of the Contract.
- 15.12.2 In all cases, this contract shall be governed by and interpreted in accordance with the Law of the Union of India. In this context, the expression Law takes within its fold - Statutory law, Judicial Decisional Law, Delegated Legislation and relevant regulations as well.

15.13 Settlement of Disputes

- 15.13.1 MVVNL / Discom and the Agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 15.13.2 If the Parties fail to resolve such a dispute (the date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either Party in a formal communication clearly mentioning existence of dispute or as mutually agreed) or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either Party may require that the dispute be referred for resolution to court of arbitration through following mechanism: -
- a) In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator, to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
 - b) The place of the arbitration shall be Lucknow, UP.
- 15.13.3 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended upto date.
- 15.13.4 The proceedings of arbitration shall be in English language.
- 15.13.5 The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent *court of law*.

15.13.6 The parties to the Agreement shall continue to full fill their obligations under the Agreement during arbitration proceedings and no payment shall be withheld on this account, unless it is a subject matter of the dispute.

15.14 Force Majeure Definition

15.14.1 Force Majeure means any of the following events or circumstances if such events or circumstances are beyond the reasonable direct or indirect control and without the fault or negligence of the Party claiming Force Majeure and which results in such party's liability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part in the area of work assigned to it as per the Agreement

15.14.2 Strike lockouts or other industrial disputes or disturbances.

15.14.3 Act of foreign enemy, war (whether declared or undeclared), revolution, civil commotion, terrorist Act, blockage, insurrection or events such as arson, disturbance of public order, sabotage, explosion and Act of vandalism.

15.14.4 Lightning, storm, typhoon, flood, torrential rain, tidal wave, earthquake, landslide, epidemic or similar cataclysmic events.

15.14.5 Any legislation, law, directive, regulation, rule, decree, order, restraint or other action (including expropriation or compulsory acquisition) by a Public Sector entity or other governments and all supra-national, national or local agencies, authorities' departments, ministries and officials.

15.14.6 Note: Financial inability to perform or changes in market conditions shall not constitute an event of Force Majeure.

15.15 Effect of Force Majeure

15.15.1 In the event either party is rendered unable by reason of an event of Force Majeure in effect after the date thereof to perform wholly or in part, any obligation imposed upon it, then upon such Party's giving prompt notice the obligations of such party shall be suspended or excused to the extent affected by such event of Force Majeure.

15.15.2 Time for performance of the relative obligations suspended by the force Majeure shall then be extended by the period of delay, which is directly caused by the event of Force majeure. The party giving such, notice shall be excused from timely performance of its obligations for so long, as the relevant, event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed, provided the party affected by the Force Majeure, makes due efforts to negate the effect thereof to fulfil its obligations.

15.16 Conduct of Agency's Staff

- 15.16.1 The agency will be responsible for the integrity of the person deployed in the field/office. The details of persons visiting the consumer premises should be made available to the concerned Executive Engineer of the DISCOM. The character verification of the employee or the person shall be got done by the firm from the police before start of the works and the same shall be submitted to concerned Executive Engineer. Photo Identity cards shall be issued by the firm after character verification by Police. The photo identity card shall bear the inscription "Agency's employee authorized to take meter reading" beneath which the concerning Executive Engineer shall counter sign along with his official seal. The agency shall be solely responsible for any misuse of the identity card and shall indemnify DISCOM for any loss / liability accruing on account of its misuse.
- 15.16.2 In the event where an employee or any person deputed by the agency is found by the DISCOM to be involved in pursuing any illegal or unethical activity such as manipulation of meter and meter readings, manipulation of the bill amount, embezzlement of revenue or any other activity which causes direct or indirect loss to DISCOM or its property, reputation etc, the contract with the agency may be terminated after giving a notice and the performance security amount will be forfeited. Apart from the Performance Security Amount the agency will also have to pay penalty for the revenue lost by DISCOM due to direct or indirect outcomes of such action(s). The amount of revenue loss will be ascertained by Director(Commercial) of the DISCOM and it will be binding on the agency.
- 15.16.3 If any of the Agency's employees shall, in the opinion of DISCOM, be guilty of any misconduct or incompetence or negligence, then if so directed by DISCOM, the agency shall at once remove such employee and replace him by a qualified and competent substitute after completing the required formalities. The employee so removed shall not be put in service again in any area & his identity card shall be surrender to concerned E.E.
- 15.16.4 Bills of exorbitant or negative amount shall not be delivered.
- 15.16.5 The meter reading area of the operator shall be changed after every six months.

15.17 Confidential Information

- 15.17.1 Both Agency and Discom undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering of the Contract.
- 15.17.2 After the entering of the contract Discom and the Agency shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Agency may furnish to its sub Agency such documents, data, and other information it receives from Discom to the extent required for the sub Agency to perform its work under the Contract, in which event the Agency shall obtain

from such sub Agency an undertaking of confidentiality similar to that imposed on the Agency under this Clause.

15.17.3 Discom shall not use such documents, data, and other information received from the Agency for any purposes unrelated to the Contract. Similarly, the Agency shall not use such documents, data, and other information received from Discom for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

15.17.4 The obligation of a Party under Clauses above, however, shall not apply to information that:

- a) Discom or Agency need to share with the institutions participating in the financing of the Contract;
- b) now or hereafter enters the public domain through no fault of that Party;
- c) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or
- d) Otherwise lawfully becomes available to that Party from a third Party that has no obligation of confidentiality.

15.17.5 The above provisions of this section shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

15.17.6 Each of the Parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by its employees, agents and sub- Agency.

15.17.7 The provisions of this Section survive completion or termination, for whatever reason, of the Contract.

15.18 Liability / Indemnity

15.18.1 The Agency hereby agrees to indemnify MVVNL, for all conditions and situation mentioned in this clause, in a form and manner acceptable to MVVNL. The Agency agrees to indemnify MVVNL and its officer's servant agents (MVVNL Indemnified Persons) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- a) Any negligence or wrongful act or omission by the Agency or its agents or employees or any third Party associated with Agency in connection with or incidental to this Contract; or
- b) Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the Services or any part thereof.

15.18.2 The Agency shall also indemnify UPPCL against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

15.18.3 The Agency shall fully indemnify, hold harmless and defend MVVNL Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which MVVNL Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of

infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to Services, information, design or process supplied or used by the Agency in performing the Agency's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Agency shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Agency shall promptly make every reasonable effort to secure for Discom a license, at no cost to MVVNL, authorizing continue dues of the infringing work. If the Agency is unable to secure such license within a reasonable time, the Agency shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

15.18.4 Survival on Termination: The provisions of this Section shall survive Termination.

15.19 Limitation of Liability

15.19.1 Bidder shall remain liable for any damages due to its gross negligence within the next three years after the issuance of the provisional acceptance certificate of the contract. The liability of the Bidder under the agreement shall not be limited in any way by any document, information or recommendation provided by any part of the terms of the contract.

15.19.2 The amount of liability of the bidder shall be limited to and not exceed 100% of the value of the contract.

15.19.3 Consequential loss including indirect damages or loss of profit, business, revenue, goodwill, anticipated savings or data/damages are excluded from the claim for compensation.

15.20 Defence of Claims

15.20.1 If any proceedings are brought or any claim is made against Discom arising out of the matters referred to in Scope of Work, Discom shall promptly give the Agency a notice thereof, and the Agency may at its own expense and in Discom's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

15.20.2 If the Agency fails to notify Discom within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then Discom shall be free to conduct the same on its own behalf.

15.20.3 Discom shall, at the Agency's request afford all available assistance to the Agency in conducting such proceedings or claim, and shall be reimbursed by the Agency for all reasonable expenses incurred in so doing

15.21 Change in Laws and Regulations

15.21.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India where the sites is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Agency has thereby been affected in the performance of any of its obligations under the Contract.

15.22 Waiver

15.22.1 Subject to Severability clause below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract. Neither shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

15.22.2 The waiver by either Party of a breach or default of any of the provisions of this contract by the other Party shall not be interpreted as:

- a) A waiver of any succeeding breach of the same or other provision, nor shall any delay or omission on the part of the other Party to exercise; or
- b) A way to avail itself of any right, power, or privilege that it has or may have under this contract to operate as waiver of any breach or default by the other Party.
- c) Any waiver of a Party's rights powers or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

15.23 Severability

15.23.1 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract or the contract as a whole and the remaining provisions of the contract shall remain in full force and effect.

15.24 Notices

15.24.1 All notices and other communications under this contract must be in writing, and must either be mailed by from the party's registered email with due acknowledgement or be hand delivered with proof of its having been received.

15.24.2 If mailed, all notices will be considered as delivered after 5 days, of the notice having been mailed. If hand delivered, all notices will be considered delivered, when received by the Party to whom the notice is meant and sent for.

15.24.3 All notices under this contract shall be sent to or delivered to the nodal/authorized person as specified by the Parties.

15.24.4 A Notice shall be effective when delivered or from the Notice's effective date whichever is later.

15.25 Sub-Contracting

15.25.1 The Agency shall not be permitted to subcontract its obligations under the Contract with Discom. However, scope of work related to auxiliary supply and services may be subcontracted after seeking prior approval of Discom and written confirmation by Discom.

15.26 Change Orders and Contract Amendments

15.26.1 UPPCL may at any time order the Agency through Notice to make changes within the general scope of the Contract

15.26.2 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Agency's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Agency for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Agency's receipt of UPPCL's Change order

15.26.3 No variation or modification of the terms of the contract shall be made except by written amendment signed by the Parties.

15.27 Extensions of Time

15.27.1 If at any time during performance of the Contract, the bidder should encounter conditions impeding timely delivery of the services or Goods & completion of Related Services pursuant to Scope of work and Timelines of this RFP, the Agency shall promptly notify Discom in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Agency's notice Discom shall evaluate the situation and may at its discretion extend the Agency's time for performance in which case the extension shall be ratified by the Parties by amendment of the Contract.

15.27.2 Except in case of Force Majeure, as provided in this RFP or where the delay in delivery of the Goods or completion of Related Services is caused due to any delay or default of Discom, any extension granted shall not absolve the Agency from its liability to the pay of liquidated damages.

15.28 Public Disclosure

15.28.1 All materials provided to Discom by the Bidder are subject to Country and Uttar Pradesh public disclosure laws such as Right to Information (RTI), etc.

15.28.2 The Agency's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless UPPCL first gives the Agency its written consent.

15.29 Negligence

15.29.1 If the Agency shall neglect to execute the work, with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given him in writing by the Engineer in connection with work or shall contravene any provision of Contract the Purchaser may give seven days' notice in writing to the Agency, to make good the

failure neglect or contravention complained of and if the Agency shall fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect or contravention capable of being made good within that time, then and in such case the Purchaser shall be at liberty to employ other workmen and forthwith perform such work as the Agency may have neglected to do, or if the Purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part of the Agency's hands and give it to another person on contract at a reasonable price or provided any other materials, tools tackles or Labour for the purpose of completing the work or any part thereof, and in that event the Purchaser shall, without being responsible to the Agency for fair wear and tear of the same have free use of all the material, tools or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the Agency over the same, and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Agency such part thereof as may necessary to the payment of the cost of execution such work as aforesaid.

- 15.29.2 If the cost of executing the work as aforesaid shall exceed the balance due to the Agency, and the Agency fails to make good the deficiency by Purchaser may recover it from the Agency in any lawful manner or the Purchaser may sell the said materials, tools tackle or other things belonging to the Agency, and the proceeds of such sale shall be applied towards the payment of such deficiency and the costs of and incidental to such sale and any balance remaining after crediting the same shall be paid to the Agency on the certificate of the Engineer, provided that when all expenses cost and charges incurred in the completion of the work are paid by the Agency all such materials tools, tackle or other things remaining unsold shall be removed by the Agency.

15.30 Lien

- 15.30.1 In case of any lien or claim pertaining to the work and responsibility of the Agency for which DISCOM might become liable, it shall have the right to recover such claim/amount from the Agency.

16 Offer for Engagement of Agency

Offer for engagement of Agency for Meter Reading Through Mobile App / Downloading, Spot Billing Generation, Bill Serving and Bill Collection

Cluster:

Discom:

16.1 Part-1: Pre- Qualification Details & Guaranteed Particulars

(To be submitted online with all enclosures and digitally signed.)

To

Superintending
Engineer
(Commercial)
MVVNL, Lucknow

Subject: -Meter reading, Bill generation, bill serving and bill collection in cluster
.....of DISCOM

.....

Dear Sir,

We have perused the RFP for engagement of agency for Meter reading through Mobile App/ Downloading, Spot Billing Generation, Bill Serving and Bill Collection in UPPCLs Discom. We are submitting our proposal in duplicate with the completed set of enclosures. The details asked for are being submitted as under:

16.1.1 Name and Communication Details

- 1.0 Full Legal Name of the Firm
- 1.1 Registered Office Address
- 1.2 Address for Correspondence
- 1.3 Telegraphic Address
- 1.4 Telephone No.
- 1.5 E-Mail
- 1.6 Fax (Optional)
- 1.7 Authorized Person to be contacted
- 1.8 Names & Address of the Proprietors/Partners

16.1.2 Status

Is the bidder:
Indian Resident
Indian Company
Nature/status of firm (Whether sole Proprietary /Private Ltd./Public Ltd.)

16.1.3 Organizational Capabilities

- a) Field organization and resources for Meter reading, Bill generation, bill serving and bill collection of consumer functions necessary for the proposed job.
- b) Qualification and experience of personnel at different levels.

16.1.4 Financial details for prequalification as per Pre-Qualifying Condition.

- a) Enclose copies of Audited Balance Sheet and Profit and Loss Accounts. Share Capital at the time of formation
 - a. Authorized
 - b. Paid-upShare Capital at present
 - a. Authorized
 - b. Paid-upCash Flow statement.

16.1.5 Experience for pre-qualification as per relevant clause.

Give detailed write-up on experience in Billing and Database Management, meter reading or other type of data collection and serving of bill and collection of bill or similar job. Provide supporting document in respect of experience.

16.1.6 System Proposed

This should include a brief write-up and plans about the proposed efficient meter reading, Bill generation and Billing including Meter reading, bill serving and bill collection

16.1.7 Guaranteed Performance:

- a) Minimum performance standard expected are as follows: (the bidder may quote better guaranteed performance)
- b) Maintenance/Updation of database on weekly basis regarding new connections, disconnection and meter replacements.
- c) Frequency of Meter Reading/Serving of Bill / collection of bill
 - Domestic(Monthly)
 - Other (Monthly)
- d) Time to provide meter reading/Billing data in printed and software format to the DISCOM... within 24 hrs from the date of meter reading.
- e) Time to attend meter reading/billing complaints within 48 hrs
- f) Time to prepare updated payment list and list of defaulting consumers.
- g) Time to submit related reports in the formats in hard copy as well as software within 72 hours from the date of completion of billing cycle.

16.1.8 Enclosed power of attorney/board resolution in favour of authorized signatory of the bid.

16.1.9 Details of earnest money of Rs. 25.0 lac per cluster of bid are enclosed herewith.

16.1.10 Validity: 180 days from date of opening of bid part-2

16.1.11 Other Details

- a) Whether offer has been made to any other state/undertaking for similar venture If yes, Name and details of the venture
- b) Total resources involved Mode of raising finance Current status of Venue
- c) Any other information bidder may like to highlight.

We understand that MVVNL/Discoms reserves the right to invite detailed proposal from any entrepreneur company irrespective of the fact whether the company or entrepreneur has been pre-qualified or not at the sole discretion of MVVNL/Discoms. We also understand that the MVVNL/Discoms reserves the right to reject any or all of the bids without assigning any reason thereof. We agree to abide by all the conditions governing the bids and decision of MVVNL/Discoms.

Yours faithfully,

(Authorized Signatory)

Name

Seal and Date:

17 Part-2: Financial Offer

17.1 Price Bid

The Price bid can be filled online by visiting at <https://etender.up.nic.in> up to last date and time of receiving of tender as mentioned in Bid Information Sheet.

- a) The bidders are required to quote their net rates. GST, as applicable will be admissible extra. Any other existing tax will not be admissible. However, if any new tax is imposed, that would be payable extra.
- b) The bidders are required to quote their per unit rates for each consumer per month (spot billing) in the following format for each of the clusters that they want to bid for.
- c) For any exceptional reading, the rates as applicable to that category of normal meter reading will be applicable.
- d) The bidder has to quote the rate for each line item mentioned in the table. In case if the bidder omits the quote in any of the item, the bid will not be evaluated further and declared as rejected bid.
- e) The billing work for KESCO Discom i.e. Cluster 9 shall be initiated after the existing contract is terminated or completed.

ClusterNo.:

DISCOM:

Per Consumer per month rates (quoted rate) for different metertypes.

Sr. No.	Activity	Approx.No. (A)	Rate per unit per month (INR) (B)	Total Amount (INR)(C.)
1.	Billing, bill distribution and collection to un-metered connections in rural areas.	Xx		
2.	Manual Meterreading, billing and billdistribution and collection of all consumers up to 9 Kw (any load for PTW)	Xx		
3.	Downloading, billing and bill distribution and collection of all consumers upto 9 kW (any load for PTW)	Xx		
4.	Bill distribution and Collection for Smart Meter operating on postpaid mode Consumers.	Xx		
5.	Total Amount for One month			
6.	Total Amount for 36 months (Amount in Sr. No. 5 * 36)			

Note: Any consumer having meter number in the billing database, but meter does not exist at consumer premises, for such case, rate applicable will be similar to unmetered consumer as mentioned at item 1 in the table.

17.1.2 Terms and Condition for payment to Agency for items mentioned in above table:

For item 2 and 3

- i. The Agency shall be paid 40% of the quoted amount on meter reading, bill generation and bill serving to consumer *or*
- ii. The Agency shall be paid 50% of the quoted amount for such consumer for which it has completed meter reading, billing generation and bill serving to consumer and consumer has paid 100% payment against the bill not through Meter Readers but through any other payment channel for which Discom is not paying any collection fees (such as counter of Discom, Net Banking, etc.) *or*
- iii. The Agency shall be paid 100% of the quoted amount if agency complete the meter reading, billing generation and bill serving to consumer and collection of 100% payment against the bill through its Meter Readers.

For Item 1 and 4, quoted amount will be divided as following:

- i. The Agency shall be paid 30% of the quoted amount on meter reading, bill generation and bill serving to consumer.*or*
- ii. The Agency shall be paid 40% of the quoted amount for such consumers for which it has completed meter reading, billing generation and bill serving to consumer and consumer has paid 100% payment against the bill not through Meter Readers but through any other payment channel for which Discom is not paying any collection fees (such as counter of Discom, Net Banking, etc.) *or*
- iii. The Agency shall be paid 100% of the quoted amount if agency complete the meter reading, billing generation and bill serving to consumer and collection of 100% payment against the bill through its Meter Readers.

Annexure- 1

Number of Consumers in each Cluster

Cluster No-1: Meerut, Saharanpur and Noida Distribution Zone of PVVNL

Cluster No-2: Ghaziabad-1 , Ghaziabad-2(Bulandshahar) and Moradabad Distribution Zone of PVVNL

Cluster No-3: Bareilly and Lucknow Distribution Zone of MVVNL

Cluster No-4: Devipatan, Ayodhya, LESA Trans and LESA CIS Distribution Zone of MVVNL

Cluster No-5: Agra-1, Agra-2 and Aligarh Distribution Zone of DVVNL

Cluster No-6: Banda, Jhansi and Kanpur Distribution Zone of DVVNL

Cluster No-7: Azamgarh, Basti and Gorakhpur Distribution Zone of PUVNL

Cluster No-8: Prayagraj, Mirzapur and Varanasi Distribution Zone of PUVNL

Sr. No.	Type of Consumer	All Qty. In Nos. (Number of Consumers to be billed / month)							
		Cluster No. 1	Cluster No. 2	Cluster No. 3	Cluster No. 4	Cluster No. 5	Cluster No. 6	Cluster No. 7	Cluster No. 8
1	Billing and bill distribution to un-metered connections in rural areas	215974	240856	200561	136632	123465	86018	442299	487232
2	Manual Meter reading, billing and bill serving and collection of all consumers up to 9 kW (any load for PTW)	1491265	2203616	2320660	2355860	1458047	1535179	2237333	2391548
3	Downloading, billing, bill serving and collection of all consumers up to 9kW (any load for PTW)	994176	1469078	1547107	1570574	972032	1023453	1491555	1594365
4	Bill printing and delivery for Smart Meters	196403	356	56228	319926	146092	112	56530	255478

Annexure- 1.1

Target percentage for Billing of billable consumers

Over all Cluster Billing Monthly Target														
Cluster	Actual May- 20 to May- 21		Month Wise Target For Agency in Percentage											
	Average	Maximum	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12
C1	92.88	96.31	92	92	93	94	95	96	96	96	96	96	96	96
C2	90.91	95.56	90	90	91	93	95	96	96	96	96	96	96	96
C3	87.52	93.15	87	87	89	91	92	95	96	96	96	96	96	96
C4	88.12	92.94	89	89	90	91	92	93	95	96	96	96	96	96
C5	89.36	92.67	89	89	90	91	92	93	95	96	96	96	96	96
C6	82.78	87.75	83	83	85	87	89	91	93	95	96	96	96	96
C7	86.13	91.55	86	86	88	90	92	94	95	96	96	96	96	96
C8	86.74	92.24	86	86	88	90	92	94	95	96	96	96	96	96

Note: From 9th Month onwards, the target during the entire tenure of agreement shall remain at 96%.

Annexure- 1.2

Number of Exceptions to be removed for Meter Downloading as per targets given in RFP

Cluster	Exceptions May 2021						Total
	Probe Not Compatible With Meter	Meter On Height/Not Accessible	Meter Box Improper	Optical Port Dirty	Optical Port And Meter Box Have Same Seal	Consumer Not Allow To Removing Optical Port Seal	
Cluster 1	316021	63768	37998	34838	6429	5602	464656
Cluster 2	599381	185931	94501	384059	17764	9065	1290701
Cluster 3	640080	388888	132744	321527	68454	12705	1564398
Cluster 4	795262	476229	61804	190487	59684	18346	1601812
Cluster 5	410569	142476	166759	296353	37071	9483	1062711
Cluster 6	669555	232640	139872	201480	17722	14957	1276226
Cluster 7	1448757	245832	70968	222779	84838	18153	2091327
Cluster 8	1792726	161543	79096	148174	51740	7183	2240462
Total	6672351	1897307	783742	1799697	343702	95494	11592293

Present level of Successful Meter Downloading (in column 5) is provided as below:

CLUSTER/	Total Billable	Total Billed by billing agencies	Attempt for Downloading	% Attempt wrt billed	Successful Downloading	% Success wrt billed
	1	2	3	4 = 3/2	5	6 = 5/2
C1	2745254	2329385	1011541	43.43	589460	25.31
C2	3961023	3495887	584780	16.73	338554	9.68
C3	4117487	3638054	990495	27.23	182275	5.01
C4	4081074	3221428	244648	7.59	174609	5.42
C5	2793065	2403426	581326	24.19	172074	7.16
C6	2821629	2312861	237906	10.29	87272	3.77
C7	4195572	3749627	463446	12.36	206968	5.52
C8	4512979	3784272	362504	9.58	96276	2.54

Annexure- 1.3 Methodology for Financial Evaluation

The following is the methodology of financial evaluation:

- a. Clusters: C1 to C9 (Same as provided in Annexure 1.1)
- b. Bidders: B1 to B5 (Assumption)

Sl. No.	Condition	Financial Evaluation
1	In all clusters, different Bidders emerged as L1	The L1 of the respective cluster shall be declared successful bidder

ILLUSTRATION OF BID AWADING PROCEDURE WHEN L1 IS MORE THAN TWO CLUSTER/BOTH CLUSTER IN ONE DISCOM										Annex:1.3
DISCOM	Cluster	Bidder					Difference between 2 bid value			Awarded Bidder
		B1	B2	B3	B4	B5	L2-L1	L3-L2	L4-L3	
PVVNL	Cluster 1	100	120	130	140	150	20	10	10	B1
PVVNL	Cluster 2	105	110	120	150	170	5	10	10	B2
MVVNL	Cluster 3	97	130	105	100	110	3	5	5	B4
MVVNL	Cluster 4	200	115	120	130	140	5	10	10	B3
DVVNL	Cluster 5	90	120	125	140	150	30	5	15	B1
DVVNL	Cluster 6	170	155	160	161	165	5	1	4	B4
PuVVNL	Cluster 7	160	122	130	150	155	8	20	5	B3
PuVVNL	Cluster 8	160	100	120	135	150	20	15	15	B2
Cluster 5 will be awarded to B1` as lowest and Gap between L1 and L2 is highest										
Cluster 1 will be awarded to B1` as lowest and Gap between L1 and L2 is second highest										
Cluster 8 will be awarded to B2` as lowest and Gap between L1 and L2 is second highest										
Now second lowest bidder in Cluster-2 B2 will be treated as L1 and in Cluster 3 L2 B4 will be treated as L1.										
Cluster 2 will be awarded to B2 as second lowest bidder with Gap between L2 and L3 is highest										
Cluster 3 will be awarded to B4 as second lowest bidder.										
Cluster 7 will be awarded to B3 as second lowest bidder with Gap between L2 and L3 is highest										
Cluster 4 will be awarded to B3 as second lowest bidder with Gap between L2 and L3 is second highest										
Cluster 6 will be awarded to B4 as third lowest bidder										

Annexure- 2

Form of the Bank Guarantee for Earnest Money Deposit

(To be submitted with Bid Part-1)

(For depositing earnest money in case the amount for deposit exceeds Rs. 5,000 Bank guarantee should be on a non-judicial stamp Paper of Rs. 100.00 or as per present Act and should be checked by the tenderer at the time of issuing the Bank Guarantee for any change in the Stamp value.)

To

Executive Engineer to Managing Director,
Madhyanchal Vidyut Vitran Nigam Limited,
4-A, Gokhle Marg,
Lucknow.

Sir,

WHEREAS, M/s _____ a company incorporated under the Indian Companies Act, 1956/2013, Registration of Societies Act or the Limited Liability Partnership Act 2008 , having its registered office at ... (herein after called "Bidder") has / have in response to your Tender Notice against specification numberfor offered to supply and/or execute the works as contained in the Tender's letter No

AND WHEREAS the Bidder is required to furnish you a Bank Guarantee for the sum of Rs. as earnest money deposit against the Bidder's offer as aforesaid.

AND WHEREAS we _____ (name and full address of the Bank) have at the request of the Bidder agree to give you the guarantee as hereinafter contained.

NOW THEREFORE in consideration of the premises we the undersigned hereby covenant that the aforesaid tender of the bidder shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension thereof as you and the bidder may subsequently agree and if the bidder shall for any reason back out whether expressly or implied from the said tender during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of sum of Rs. on demand notwithstanding the existence of any dispute between the Madhyanchal Vidyut Vitran Nigam Limited and the bidder, in this regard AND we hereby further agree as follows:

That you may without affecting this guarantee grant time or other indulgence to or negotiate further with the bidder in regard to the conditions contained in the said tender and hereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the bidder.

- i. That guarantee hereinbefore contained shall not be affected by any charge in the constitution of our Bank or in the constitution of the bidder.
- ii. That any account settled between you and the bidder shall be conclusively evidence against us of the amount due hereunder and shall, not be questioned by us.
- iii. That this guarantee commences from the date hereof and shall remain in force till 180 days from Bid opening date as mentioned in Bid Information Sheet.
- iv. Notwithstanding anything contained above liability of the Guarantor hereunder is restricted to the said sum of Rs. and this guarantee shall expire on the day of 202__. Unless a claim under the guarantee is filed with the Guarantor within six months of such date, all claims shall lapse and we shall be discharged from the guarantee.
- v. That the expressions 'Bidder' and the 'Madhyanchal Vidyut Vitran Nigam Limited' herein used shall, unless such Interpretation is repugnant to the subject or context include their respective successors and assigns.
- vi. We (Name of Bank) lastly undertake to pay to the MVVNL any money so demanded notwithstanding any dispute or disputes raised by the Agency(s) /supplier(s) in any suit or proceeding pending before any court or Tribunal relating arbitration there to of liability under the present being absolute and unequivocal.
- vii. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Agency(s) / supplier(s) shall have not claim against us for making such payment.

NOTE: - The Bank guarantee should be exactly in this proforma without making any change or deletion.

Yours faithfully,

(Authorized Signatory)

Name

Seal and Date:

Annexure- 3:

Format of Performance Bank Guarantee (PBG) to be provided by successful bidder

[To be on non-judicial stamp paper of Rupees One Hundred Only(INR100/-)or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

[To be submitted separately to each of the constituent Discoms against their respective contracts/contract values]

Reference No.....Bank Guarantee No.....Dated.....

To:

[Name of designated officer in the Discom]

[Name of Discom]

[Discom Office Address]

Dear Sir,

WHEREAS[*Insert name of the Bidder*] with address.....[*Insert address of the Bidder*]having its registered office at.....[*Insert address of the Bidder*](herein after the Agency) subsequent to participation in Tender No. issued by MVVNL(herein after the Beneficiary) for Appointment of Agency for Meter Reading, Billing, Bill Distribution and Collection **for Discoms in the selected cluster.....**,have been issued the Letter of Intent as the Selected Bidder.

And WHERE AS a Bank Guarantee for Rupees [*Insert amount in words*][*Insert amount in figures*] valid till [*Insert date six years from the date of issue of this Performance Guarantee*]is required to be submitted by the Agency as per the terms and conditions of the RFP.

We, [*Insert name of the Bank and address of the Branch giving the Bank Guarantee*] having our registered office at [*Insert address of the registered office of the Bank*] here by give this Bank Guarantee No. [*Insert Bank Guarantee number*] dated [*Insert the date of the Bank Guarantee*], and here by agree unequivocally and unconditionally to pay immediately on demand in writing from the Beneficiary any officer authorized by it in this behalf any amount not exceeding Rupees[*Insert amount in words*](... ..) [*Insert amount in figures*] to the said Beneficiary on behalf of the Agency.

The[*Insert name of the Bank*] also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or non-submission of Performance Security by the Bidder within the

stipulated time of the Letter of Intent to the Bidder or any violation to the relevant terms stipulated in the RFP would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank upto and inclusive of*[Insert the date of validity of the Bank]* and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of the Bidder Or by any reason what so ever and our liability here under shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Beneficiary.

NOT WITH STANDING any thing contained herein before, our liability under this guarantee is restricted to Rupees_____Our Guarantee shall remain in force till *[Insert date six years from the date of issue of this Performance Guarantee]*. Unless demands or claims under this Bank Guarantee are made to us in writing on or before *[Insert date six years and one month from the date of issue of this Performance Guarantee]*, all rights of the Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

[Insert signature of the Bank's Authorized Signatory]

[Insert the address of the Bank with complete postal branch code, telephone and email address]

Attested:

[Signature] (Notary Public)

Place: Date

Annexure- 4
Form of the Agreement

THIS AGREEMENT is made on this _____ day of _____ (Month), _____(Year), between _____ of _____ (hereinafter called “the Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and _____ of _____ (hereinafter called “the Agency ”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the MVVNL had invited bids for certain Services, viz., _____(eg. Name of bid) vide their RFP number _____, dated _____

AND WHEREAS various applications were received pursuant to the said bid, the MVVNL has accepted a Bid submitted by the Agency for providing those Services and declared Lowest Bidder for the cluster and the Purchaser has issued the Letter of Intent bearing reference numberdated.....to the Agency for the cluster for providing the service for the sum of _____(hereinafter “the Contract Price”).

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. the Detailed award of contract;
 - b. the Service level agreement;
 - c. The RFP
 - d. the Purchaser’s Letter of Intent issued to the Agency for Award of Contract;
 - e. Vendor’s response (proposal) to the RFP, including the Bid Submission Sheet and the Price Schedules submitted by the Agency;
 - f. All Annexure, amendments and communications
 - g. Acceptance of purchaser’s notification

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Agency as indicated in this Agreement, the Agency here by covenants with the Purchaser to provide the Services and to remedy the defects therein and bring them in conformity in all respects with the provisions of the Contract.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____
(Authorized Utility official)

Signed by _____
(for the Agency)

Witness-1

Witness-2

Annexure- 5
Tender Form

Tender Specification No.- MEDCO/xxxx/2021

Superintending Engineer (Com) MVVNL,

Lucknow

Sir,

With reference to your Invitation to tender the above I/We hereby offer to the Madhyanchal Vidyut Vitran Nigam Ltd. the supply and services in the schedule of prices and scope of work in strict accordance with the conditions of the RFP to the satisfaction of the purchaser or in default thereof forfeit and pay to the Madhyanchal Vidyut Vitran Nigam Limited, the sum of money mentioned in the said conditions.

I/We agree to abide by this tender for the period of 180 days from the date for opening of the same.

A sum of Rs. _____ in the form of in favour of the Executive Engineer, MVVNL, Electricity Store Division, Lucknow is enclosed with Part-1 of the offer as earnest money.

I/We hereby undertake and agree to execute a contract in accordance with the conditions of the contract.

Encl.: As above

Date Day of 20

Yours' faithfully

Witness

(Name & Signature) full)

(Signature of tenderer in

Address

Name

Occupation

Seal

Annexure- 6

Pre-Qualification Details of the Bidder

Tender Specification No.- MEDCO/xxxx/2021

1. Name of Applicant / Company /Firm
2. Brief description of the bidder.
(Individual Firm / Private Limited Company) may be specified.
3. Details of Registration with appropriate authorities (enclose the copies); Certificate of Incorporation /Registration under Companies Act, 1956/2013, Registration of Societies Act and the Limited Liability Partnership Act 2008
4. Address & phone No.
 - a. Registered Office
 - b. Head Office
5. Experience of Execution of contracts.

Sr. No.	Complete postal address including designation of authority placing order, Copy of order and satisfactory execution certificate may also be enclosed.	Description of Job executed	Period of Completion	Amount (Rs.)

Note: Performance certificate may also be enclosed.

Total amount turnover of the bidder during last three years per balance sheet / CA certificate:

FY	Minimum Average Annual Turnover (Rs.)
2018-19	
2019-20	
2020-21	

Full Signature:

Name:

Designation:

Date :

Seal of the Company

Annexure- 7
Declaration

(To be executed on a non-judicial stamp paper of Rs.10/- with a revenue stamp of 1 Rupee affixed)

Tender invited by
Superintending Engineer (Com)
MVVNL,
Lucknow.

Tender for Engagement of Agency for Door to Door Meter Reading through Mobile App / Downloading, Spot Bill Generation, Bill Serving and Bill Collection (Name of Bidder) Specification No. xxx& date of opening ___/___/2021

IN CONSIDERATION of the MVVNL having treated the bidder to be an eligible person whose tender may be considered, the Bidder hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn within 180 days (or any extension thereof) from the date of opening of the tender, also to the condition that if thereafter the bidder does, withdraw his proposal within the said period, the Earnest money deposited by him may be forfeited by the MVVNL and at the discretion of the Purchaser, the Purchaser may debar the Bidder from tendering for a minimum period of one year reckoned from the date of opening of thetender.

Signed this Day of _____ 202_

Signed by:
Designation:
Place:
Witness Name:
Witness Sign:
Name of the Firm:
Address of the Firm:

Seal:

Annexure-8

Abstract of the key assignments to meet qualification criteria

Sl. No.	Name of Assignment	Name of client & Location	Date of Award	Date of Completion	Contract Value(in Rs. Crore)	Name of assignment brief scope

<Detailed Performa for each assignment to be filled and attached as well>

Proforma for Details of qualifying projects

(To be filled in by the bidder)

Project Name	
Location	
Type of Project	
Name & Address of Client	
Date of Letter of Intent/ Work Order	
Expected date of completion as per Work Order	
Actual date of Completion as certified by Client	
No. of customers catered to	
Brief Description of Project	
Confirm attachment of Work Order	
Confirm attachment of satisfactory work completion certificate from Client	
Type of Document attached	

Signature of Authorized Signatory

Annexure- 9
No Deviation Certificate

Covering Letter shall be on the official letterhead of the Bidder]

[Reference No.]

From:

[Address of the Bidder]

To:

Superintending Engineer RAPDRP-A
Uttar Pradesh Power Corporation Limited
Shakti Bhavan, 14 Ashok Marg
Lucknow-226001

The Bidder(s) do hereby certify that the bid response submitted by them are in compliance and accordance with the RFP clauses and there is “No Deviation” submitted by them.

Seal of the Company

Full Signature :

Name :

Designation :

Date :

Please Note: In case any deviation is found in the bid submitted by the bidder, their bids are liable for rejection.

Annexure- 10

Format for providing Profile of Proposed Team members

Curriculum Vitale (CVs)

The format for submission of CV's of Team Leader/Key Personnel: _____

Proposed Position (Principal Consultant, Senior Consultant, Consultant etc.):						
Skill Set (Program Management/ Technology Management/Change Management/ Financial Management etc. / Cloud) :			Name of the Firm :			
Name (Insert full Name):			Date of birth:			
Professional Experience: From [year]: To Year: Purchaser: Position Held:			Countries of Work Experience: (List of Countries where staff has worked in last 10 years, if Applicable)			
			Membership of Professional Associations / Societies			
Educational Background : (Graduation and Post Graduation Only)			Language Proficiency: (E-Excellent) (G-Good) (F-Fair)			
Degree	Year	University		Read	Write	Speak
			Hindi			
			English			
			Other			

Summary of Key Trainings and Certifications. : _____

From	To	Company / Project / Position / Relevant technical and Management experience
		Name of assignment or project: Location: Client: Positions Held: Activities performed:
Any Other Information		

Signature: _____

Date: _____

Full Name: _____

Address: _____

Annexure- 11

Technical Specifications of GSM based Android Mobile Phones and other Gadgets

Requirements	Specifications
Mandatory Requirements	GSM, Android OS, Bluetooth, camera (preferably with flash) and touch screen
Network and wireless connectivity	<ul style="list-style-type: none"> • Connectivity: 4G or higher • Dual SIM with Sim Cards of 2 different telecom operator. • Wi-Fi • Bluetooth version 2.0 or higher
Operating system	Android Jelly Bean 4.1 or higher
Display	10.16 cm (4 inches) or more
Resolution	320 x 240 pixels or higher
Chipset	CPU 1.0 GHz or higher
Camera	Primary (rear) camera 2 MP or more with flash(Mandatory)
Connectors	USB 2.0 or higher
Memory	Expandable memory: Micro SD up to 32 GB or more
Internal Memory	RAM 512 MB or more
Battery	1,200 mAh or more
Power Bank	10000 mAh or more

Technical Specifications of Bluetooth Impact Printers

Model	Two inch Impact Bluetooth Analog Printer
Model Number	AEI27015(OD) or equivalent or higher versions
Description	The printer shall be compact and lightweight. It shall be capable of printing texts in one or more types of fonts such as Arial, Calibri, Courier, Latin 1, Latin 9, Times New Roman, etc. One or more text features such as bold face , <u>under line</u> , <i>italics</i> , double height, etc. may be provided. It shall also be capable of printing images, barcodes and/ or QR (quick response)codes.
Specifications	<ul style="list-style-type: none"> • 2” Impact Printer • H220xW102xD52 mm • Bluetooth (wireless) connectivity • Built –in 2600 m AH rechargeable battery with associated intelligent charging circuitry. • Intelligent and fast External Battery Charger • USB, RS 232 and BT 4.2 • Printing 2.7 lines per second • Supports text and logo printing • Rugged ABS case with metal trimmer plate and holds up to 40 m length paper roll • Software development kit (SDK) for Android OS • mage printing capability (barcode/ QR code/ meter reading) • BIS certification (mandatory) • IP rating of 42 or more (optional) • Drop Test of 1.2 M (minimum) • Made in India
Paper	Recommended polished paper 57 mm and not less than 56

	GSM and ERC-09 Seamless Ribbons Analogic make for long life
--	-------------------------------------------------------------

Annexure- 12
Service Level Agreement

S. No.	Reference to	Parameter	Service Level Requirements (SLRs)	Incentive	Penalty for failure to achieve stated SLRs										
1	Meter Reading	Meter reads as a percentage of total billable consumers per billing cycle	Targets as per Annexure- 1.1 Targeted to be completed two (2) days prior to last day of the calendar month	NIL	The penalty shall be as follows: <table border="1"> <thead> <tr> <th>Actual Billing, if shortfall against the target is:</th> <th>Rate of Penalty @ No. of Times of the Rate payable for meter reading</th> </tr> </thead> <tbody> <tr> <td>equal to or less than 5%</td> <td>2</td> </tr> <tr> <td>equal to or less than 10%</td> <td>3</td> </tr> <tr> <td>equal to or less than 15%</td> <td>4</td> </tr> <tr> <td>more than 15%</td> <td>5</td> </tr> </tbody> </table>	Actual Billing, if shortfall against the target is:	Rate of Penalty @ No. of Times of the Rate payable for meter reading	equal to or less than 5%	2	equal to or less than 10%	3	equal to or less than 15%	4	more than 15%	5
Actual Billing, if shortfall against the target is:	Rate of Penalty @ No. of Times of the Rate payable for meter reading														
equal to or less than 5%	2														
equal to or less than 10%	3														
equal to or less than 15%	4														
more than 15%	5														
2	Posting of Collection Receipt	Any wrong posting of payment by a consumer into someone else account	100% of bills collected	NIL	<ul style="list-style-type: none"> Rs 200 per faulty case 										
3	Cross Verification by the Discom or on consumer complaint	<p>Incorrect meter reading or punched wrong meter status (IDF/RDF/CDF)</p> <p>Accumulation of meter reading for more than 3 months</p>	100% Compliance.	NIL	<p>Penalty of Rs. 200/- per bill shall be recovered from the bill of the agency in addition to any revenue loss of Discom.</p> <p>Un- recovered revenue from consumer, shall be deducted from Billing Agency's monthly bill.</p>										
4	Consumer Indexing	<ul style="list-style-type: none"> Consumer KYC as prescribed by Discom Meter Number if mismatch/not available Customer GPS Location Connectivity of connection to pole 	100% Compliance as per clause 8.6.3 and regular updates	NIL	Penalty @ 10% of the rate payable for meter reading, each for work related to KYC and Consumer Indexing separately (20% for both KYC and Consumer Indexing), shall be levied for such consumers where no data has been punched by the agency or incorrect data has been punched by the agency, till the agency update the data or correct the data ,										

S. No.	Reference to	Parameter	Service Level Requirements (SLRs)	Incentive	Penalty for failure to achieve stated SLRs										
					as the case may be.										
5	Meter Downloading Target	Failure to meet the targets of Meter Downloading (Communication error recorded by the software shall be considered as Meter Downloading)	Target as defined by Discoms	NIL	<p>The penalty shall be as follows:</p> <table border="1"> <thead> <tr> <th>Actual Billing, if shortfall against the target is:</th> <th>Rate of Penalty @ Times of the Rate payable for downloaded meter reading</th> </tr> </thead> <tbody> <tr> <td>equal to or less than 5%</td> <td>2</td> </tr> <tr> <td>equal to or less than 10%</td> <td>3</td> </tr> <tr> <td>equal to or less than 15%</td> <td>4</td> </tr> <tr> <td>more than 15%</td> <td>5</td> </tr> </tbody> </table>	Actual Billing, if shortfall against the target is:	Rate of Penalty @ Times of the Rate payable for downloaded meter reading	equal to or less than 5%	2	equal to or less than 10%	3	equal to or less than 15%	4	more than 15%	5
Actual Billing, if shortfall against the target is:	Rate of Penalty @ Times of the Rate payable for downloaded meter reading														
equal to or less than 5%	2														
equal to or less than 10%	3														
equal to or less than 15%	4														
more than 15%	5														
6	Reporting of theft cases	Locating & informing to Division Engineer about theft cases using Katiya, Domestic connection used for commercial purpose, meter used by any consumer for consumption of electricity but does not exist in the billing system of the Discom	Identification of such cases	Incentive of INR 200 per connection	NIL										
7	Reporting of Ghost Consumer (untraceable consumer)	Consumer exists in billing database but not billed as untraceable	Identification of such cases	Incentive of INR 100 per connection	NIL										

Annexure- 13
Consumer KYC Format

विद्युत उपभोक्ताओं के लिए के0वाई0सी0 फार्म



वितरण खण्ड

1. उपभोक्ता का नाम बिल के अनुसार :
2. एकाउण्ट आई0डी0 (बिल पर अंकित) :
3. उपभोक्ता का मोबाइल नं0 :
4. यदि उपरोक्त मोबाइल नं0 पर वाट्सअप न हो तो वैकल्पिक मोबाइल नं0 जिस पर वाट्सअप हो
(यदि हो तो) :
5. ई-मेल आई0डी0 (यदि हो तो) :
6. वाट्सअप द्वारा बिल प्रेषित किये जाने हेतु सहमति हाँ / नहीं
7. ई-मेल द्वारा बिल प्रेषित किये जाने हेतु सहमति हाँ / नहीं

दिनांक :

उपभोक्ता/प्रतिनिधि के हस्ताक्षर

The Discom has right to add / modify the format per requirements from time to time.