

**LUCKNOW ELECTRICITY SUPPLY  
ADMINISTRATION  
MADHYANCHAL VIDYUT VITRAN NIGAM  
LIMITED**

**BID DOCUMENTS**

**Against Tender No. 45 /CE/LESA/Works/2010-2011**

**ENGAGEMENT OF AGENCY**

**FOR**

**Meter reading, bill generation, bill distribution,  
disconnection, Energy accounting and other related  
activities**

**IN**

**LESA**

**SUPERINTENDING ENGINEER (MM)  
LUCKNOW ELECTRICITY SUPPLY ADMINISTRATION**

**Tender Cost: Rs. 5675.00 including Trade Tax.**

## TABLE OF CONTENTS

SERIAL NO.	PARTICULARS	PAGE NO.
	<b>SECTION 1 – TENDER SPECIFICATION NOTICE</b>	<b>5-10</b>
1.	SCOPE OF WORK	5
2.	SPECIFIED DIVISION	5
3.	SPECIFIED CONSUMERS & CATAGORIES	5
4.	ACTIVITIES TO BE PERFORMED	5
5.	ONE TIME ACTIVITIES	5-6
6.	MONTHLY ACTIVITIES	6 – 9
7.	TERM	9
8.	TENDER PARTICULARS	9
9.	SUBMISSION OF BID	10
	<b>SECTION 2 – INSTRUCTIONS TO BIDDERS</b>	<b>10 – 17</b>
10.	INTRODUCTION	10
11.	CLARIFICATION ON BID DOCUMENTS	10-11
12.	SITE VISITS	11
13.	AMENDMENT TO BID DOCUMENTS/DEVIATION FROM BID DOCUMENT/ SCHEDULE OF DEVIATION	11
14.	DOCUMENTS COMPRISING THE BID	12
15.	PART – 1 PREQUALIFICATIONS, TECHNICAL & OTHER DETAILS	12-13
16.	Part – 2 FINANCIAL OFFER , TERMS AND CONDITION	13
17.	SUBMISSION OF BIDS	13
18.	SEALING, SIGNING, MARKING AND SUBMITTING THE BIDS	13-14
19.	VALIDITY PERIOD/BID VALIDITY/EARNEST MONEY/LATE BIDS	14
20.	MODIFICATION OR WITHDRAWL OF BID/BID OPENING AND EVALUATION	15
21.	CLARIFICATION OR MODIFICATION OF BID SUBMITTED	15
22.	OPENING OF PART – 2 BID	15-16
23.	SIGNING OF AGREEMENT	16
24.	PERFORMANCE SECURITY	16
25.	GENERAL	16-17
	<b>SECTION – 3 PROFILE OF THE EXISTING SYSTEM</b>	<b>17– 20</b>
26.	AREA	17
27.	NUMBER OF CONSUMERS	17
28.	EXISTING METER READING SYSTEM/MASTER DATA BASE	17-18
29.	METER READING/GENERAL	19-20

	<b>SECTION – 4 QUALIFICATION REQUIREMENT</b>	<b>20-21</b>
30.	INTRODUCTION	20
31.	AGENCY	20
32.	ESSENTIAL QUALIFICATION CRITERIA	20
33.	AVALIBILITY OF INFRASTRUCTURE	20-21
		20-21
	<b>SECTION – 5 TERM SHEET</b>	<b>20 - 22</b>
34.	INTRODUCTION	21-22
35.	OBJECTIVES	22
	<b>SECCTION – 6 SCOPE OF WORK</b>	<b>23– 32</b>
36.	SCOPE OF WORK	23-25
37.	TIME SCHEDULES	26
38.	RULES AND REGULATIONS	26
39.	INSURANCE	26
40.	NOTIFICATIONS AND ANNOUNCEMENTS	26
41.	MAINTENANCE OF FACILITIES AND PERSONNEL	27
42.	AGENCY’S RIGHT	28
43.	RECORD MAINTENANCE & MONITORING	28
44.	CONTRACT AGREEMENT	28-29
45.	FALL BACK ARRANGEMENT	29
46.	HANDING OVER ON TERMINATION	29
47.	ASSIGNMENT	29
48.	GOVERNING LAWS AND JURISDICTION	29
49.	DISPUTES	29-30
50.	FORCE MEJURE DEFINITION	30
51.	EFFECT OF FORCE MAJURE	30
52.	CONDUCT OF AGENCY STAFF	30-31
53.	LIEN	31
54.	TERMS OF PAYMENT	31
55.	ONE TIME ACTIVITIES	31-32
56.	MONTHLY / BI MONTHLY ACTIVITIES	32
	<b>SECTION – 7 OFFER FOR ENGANGEMENT OF AGENCY</b>	<b>33- 39</b>
57.	PART – 1 QUALIFICATION DETAILS & GUARANTEED PARTICULARS	33- 35
58.	PART – 2 FINANCIAL OFFER	36 – 38
59.	COMMERCIAL TERMS AND CONDITION (TO BE SUBMITTED WITH BID PART – 1)	36
60.	RATES– PRICE SCHEDULE	38
61.	APPROXIMATE QUANTITIES OF VARIOUS WORKS (TO BE SUBMITTED WITH BID PART – 1)	39

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अधोहस्ताक्षरी द्वारा लेसा क्षेत्र में निम्नलिखित कार्यों के सम्पादन हेतु अनुभवी एवं ख्याति प्राप्त फर्मो/एजेन्सियों जो सेवाकर में पंजीकृत हों, से मुहरबन्द निविदायें दो भागों में , प्रथम भाग में धरोहर धनराशि, अनुभव एवं अन्य विवरण तथा फर्म की साख पुष्टि सम्बन्धी प्रमाण-पत्र तथा द्वितीय भाग में दरें एवं वाणिज्यिक नियम एवं शर्तें दिनांक 16.8.2010 को 15:00 बजे तक आमंत्रित की जाती हैं जो उसी दिन 16:00 बजे उपस्थित निविदादाताओं अथवा उनके अधिकृत प्रतिनिधियों के समक्ष अधोहस्ताक्षरी अथवा उसके नामित प्रतिनिधि द्वारा खोली जायेंगी । यदि निविदा खुलने की तिथि को अवकाश पड़ता है तो निविदा अगले कार्य दिवस को नियत समय पर खोली जायेगी । निविदा प्रपत्र किसी भी कार्य दिवस में इस कार्यालय से निविदा खुलने की तिथि से एक दिन पूर्व तक प्राप्त किया जा सकता है । निविदा प्रपत्र प्राप्त करने हेतु शिडयूल बैंक द्वारा जारी बैंक ड्राफ्ट i h0, 0 ¼ , e½ Vw phQ tkuy bathfu; j] ykos i m0i Di k0dk0fy0] y[kuÅ के नाम स्वीकार किया जायेगा । निविदा की धरोहर धनराशि बैंक ड्राफ्ट/काल डिपाजिट/फिक्ड डिपाजिट एवं बैंक गारन्टी के रूप में i h0, 0 ¼ , e½ Vw phQ tkuy bathfu; j] ykos i m0i Di k0dk0fy0] y[kuÅ के नाम देय एवं स्वीकार्य होगी A fufonk I s | EcfU/kr vU; foofj.k fuEuor g%&

निविदा प्रपत्र विक्रय शुरू करने की तिथि	: 20.7.2010
प्री बिड कान्फ्रेंस	: 2.8.2010
निविदा प्रपत्र विक्रय करने की अन्तिम तिथि	: 14.8.2010 up to 3:00 PM
निविदा प्रपत्र प्राप्त करने की तिथि	: 16.8.2010 up to 3:00 PM
निविदा भाग-प्रथम खोलने की तिथि	: 16.8.2010 at 4:00 PM
निविदा भाग-द्वितीय( प्राइस बिड) के खोलने की तिथि	: निविदा भाग-प्रथम में सफल निविदादाताओं को सूचित कर ।

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- 1) धरोहर धनराशि रू0 2]00]000-00
- 2) निविदा प्रपत्र का मूल्य रू0 5675-00 व्यापार कर सहित ।
- 3) सिक्योरिटी डिपाजिट रू0 10.00 लाख
- 4) निविदा की वैधता 180 दिन होगी ।
- 5) कार्य की दरें सेवा कर को छोड़कर अंकित करनी होगी जिसका भुगतान अलग से माँग करने पर किया जायेगा ।
- 6) निविदित कार्यों में से कोई भी कार्य 50 प्रतिशत तक घटाया/बढ़ाया जा सकता है ।
- 7) निविदा के साथ निर्धारित धरोहर धनराशि जमा करना आवश्यक होगा । बिना धरोहर धनराशि के निविदा भाग-द्वितीय नहीं खोला जायेगा ।
- 8) निविदा भाग प्रथम में निविदा की शर्तों को पूर्ण करने के पश्चात ही निविदा भाग -द्वितीय खोला जायेगा
- 9) निविदा प्रपत्र मध्यांचल विद्युत वितरण निगम की बेबसाइट [www.mvvn.in](http://www.mvvn.in) से भी डाउन लोड किया जा सकता है । बेबसाइट से डाउनलोड किये गये निविदा प्रपत्र हेतु निर्धारित निविदा मूल्य निर्धारित प्रारूप में निविदा भाग-प्रथम के साथ एक अलग लिफाफे में बन्द करके लगाना आवश्यक है अन्यथा कि स्थिति में निविदादाता का निविदा प्रपत्र भाग-एक नहीं खोला जायेगा ।
- 10) बिना कारण बताये किसी एक या सभी निविदाओं को आंशिक अथवा पूर्ण रूप से स्वीकार अथवा अस्वीकार करने का अधोहस्ताक्षरी को अधिकार सुरक्षित है ।

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## **SECTION -1**

### **TENDER SPECIFICATION NOTICE**

MVVNL invites sealed bids from competent agencies for entering into a contract for carrying out meter reading, bill generation using Hand Held machine, bill distribution energy accounting where DT's meters has already been installed and other related commercial activities such as disconnections, reconnections etc. in the specified distribution divisions for specified consumer categories so as to establish an efficient billing and revenue cycle.

### **SCOPE OF WORK**

#### **SPECIFIED DIVISIONS-**

The divisions where the activities specified in this tender document are to be carried out are under EUDC-I, II, III and IV, LESA.

#### **SPECIFIED CONSUMER CATEGORIES.**

Consumer categories where the activities specified in this tender document are to be carried out include all domestic, non-domestic, commercial and industrial consumers as specified in the tariff order issued by UPERC from time to time (usually once every year). Categories are hereunder:-

LMV-1	Domestic Light & Fan
LMV-2	Commercial Light & Fan
LMV-4	Public and Private Instutions.
LMV-6	Small & Medium Power (below 25 KW/KVA/HP)

Any and all changes to these categories in the future by UPERC shall automatically pass through to the scope of activities as in this tender document and in the Agreement, unless the nature or number of consumers is changed materially in view of MVVNL.

### **1 ACTIVITIES TO BE PERFORMED-ACTIVITIES TO BE PERFORMED BY THE BIDDERS FALL UNDER FOLLOWING TO BASIC CATEGORIES.**

#### **1.1 ONE TIME ACTVITIES**

1.1.1 Survey of left over consumers whose electrical addresses have not yet been identified shall be mapped through GIS mapping and data in LESA's prescribed format shall be made available for integration with existing LESA database. The details of

surveyed/un-surveyed consumers in LESA shall made available to successful bidders.

Work will include :

1.1.1.1 GIS Route mapping

1.1.1.2 Identifying the consumers to the 11 KV feeder and distribution transformers.

1.1.1.3 Sequencing of the consumers and other related activities.

1.1.2 Updation of existing master database by incorporating survey findings of leftover consumers and correction of incorrect identification.

1.1.3 Generation of specified Reports of left over consumers and wrongly identified consumers to MVVNL in formats as specified by MVVNL in addition to normal reports as prescribed.

1.1.4 The Bidder has to ensure that no un-surveyed consumer is left once the Survey is complete.

## **1.2 MONTHLY ACTIVITIES**

### **1.2.1 Activity 1 Billing**

1.2.1.1 Updated data shall be provided to the successful bidder from server in four cycles for billing during the month.

1.2.1.2 As per defined schedule, the consumer updated data shall be uploaded by agency to the HHC Machine for billing of consumers. The bidder shall take meter reading generate bill give it to consumer at consumers destination and if the consumer makes the payment through cheques the bidder shall receive the cheques, provide receipt to the consumers, and shall deposit the cheques in the bank account of the designated divisions and reconciliation of bank A/c.

1.2.1.3 Delivery of bills cum disconnection notice so generated to consumers.

1.2.1.4 Data of whole day billing and collection activity in CD be given to Data center for uploading the bills and payments at the end of the day.

1.2.1.5 Repainting of electrical address (Survey) on poles and premises as and when required..

1.2.1.6 All New connection will be surveyed before the start of next months billing

1.2.1.7 At the time of taking reading or generating bill through HHC agency will also report the condition of Energy Meter whether it is properly placed in running or defective condition.

### **1.2.2 Activity 2- Disconnection of defaulter consumers.**

1.2.2.1 Transformer wise list of defaulting consumer will be provided by the divisions for serving prior disconnection notice to consumer and follow up with disconnection in case of non payment.

1.2.2.2 Monitoring of disconnected consumers and submission of report to respective sub division/ substation within 24 hours of disconnection.

1.2.2.3 Supervisor of each Disconnection team will liaison with the concerning EE & SE for effective disconnection monitoring.

1.3 **Activity 3 - Energy Accounting** - Monthly energy accounting distribution transformer wise for the consumers connected to distribution transformer wherever meters are installed at the distribution transformer.

1.4 **Activity 4 - Meter replacement** - Meter replacements for defective meters on the basis of IDF list. Meter will be provided by LESA.

## **2 HHC Machines & Billing Software**

2.1 **The bidder shall use only those HHC Machines which have been approved by the department and are able to support the billing software which will be supplied by the department.**

2.2 **It will be a prerequisite condition for the successful bidder to provide licensed software & compiler of their machines to LESA/MVVNL and provide necessary training.**

2.3 The Billing Software to be used by successful bidder will be provided by LESA. The software will be customized & compiled by LESA for bidders HHC machines using the licensed compiler provided by bidder and the executable files of the software will be loaded onto the bidders HHC machine.

2.4 In no case the successful bidder will be allowed to use its own Billing software and the bidder not providing licensed software & compiler of their machines is liable to be disqualified.

2.5 To maintain uniformity of billing & software constraints the bidder is advised to use only one type of HHC machines throughout LESA.

2.6 In case the tender is split among different agencies then all such agencies on mutual agreement will use the same type of machine & compiler version.

## **3 Other Terms & condition**

3.1 For IDF consumers 50 % of the billing rate will be paid.

- 3.2 If consumer is billed IDF & his meter is found to be running then heavy penalty of Minimum Rs. 500 and maximum Rs. 5000, which may be deemed fit shall be imposed.
- 3.3 Heavy penalty Minimum Rs. 500.00/ case and maximum 5000.00/case will be imposed if any un-surveyed is left after an agreed upon cutoff date.
- 3.4 In case of defective bill due to wrong reading taken by agency penalty will be imposed equal to difference amount of wrong and correct bill or Rs. 500.00 which ever is higher.
- 3.5 At the end of one time activity untraceable consumers with necessary documents will be submitted.
- 3.6 After completion of each months billing cycle walking sequence & other relevant details will be provided in CD & mail.
- 3.7 Daily billing data upload will be provided to LESA before 7:00 pm through email, in case of failure of internet, CD should be provided before 7:00 PM daily.
- 3.8 Cheque collected will be submitted to designated divisional bank accounts of LESA on next working day. Agencies will co-ordinate with bank & divisional office that the cheque is cleared in next 3 working days. Agency will also insure reconciliation of each bank account.
- 3.9 Agency will arrange to collect dishonored cheques regularly from the banks, make suitable correction accounting entries in database and submit detailed report to the MVVNL respective division offices.
- 3.10 The bidders will have to quote per bill generation charges, cheque collection charges. If the cheque collection is less than 5% of no of bills generated than billing charges will deducted by 50 Paisa for total bills generated in a division. Additional 50 paisa of billing charges will be paid if more than 10% of cheques are collected in a division.
- 3.11 The number of consumers may vary as given data.
- 3.12 The moment New divisions/new block of consumers are brought under ambit of online billing it automatically add up to the scope of bidder & above mentioned Activity 1 will be done again.
- 3.13 Hand Held machines must record the usage history to enable track the personnel, date and time of meter reading, bill generation and bill preparation.

- 3.14 Administration of the agency will provide photo identity cards duly counter signed by the concerned officer of MVVNL to it's employees which will be valid for the period mentioned thereon. In case of termination of services of a particular employee, the identity card issued to him will be taken back and returned to MVVNL.
- 3.15 MVVNL/LESA will have full right to split tender into parts division wise to successful bidders, after annual review the divisions may be swapped among.
- 3.16 Depending on annual review or performance at any time no of division allotted may be decreased or increased unilaterally by MVVNL/LESA.
- 3.17 Minimum 90 % or as notified by UPERC/ MVVNL of available data bills should be generated.
- 3.18 After completion of one cycle only data of another cycle would be given.
- 3.19 Billing Stationary has to provided by the successful bidder & it should be on the approved format of MVVNL/LESA.

#### **4 TERM**

- 4.1 The term shall be initially for a period of 3 (three) years, extendable / renewable on a year to year basis for such period(s) as mutually agreeable, subject to the total period being not more than five years.
- 4.2 The one-time activities for leftover consumers and wrongly identified consumers should be completed within a period of 6 months.
- 4.3 The date of commencement of activities would be reckoned from the first day of the month subsequent to the date of award of the contract i.e. the date of Agreement.

#### **TENDER PARTICULARS**

Tender Fee	: Rs. 5675.00(Rs. Five Thousand only)
Earnest Money	: Rs. 2, 00,000/-(Rs. Two Lakh Only)
Security Deposit	; Rs. 10, 00,000/-(Rs. Ten Lakhs Only)
Date from which bid document can be obtained	: 20.7.2010
Pre bid conference	: 02.08.2010
Last Date of obtaining bid Document.	: 14.8.2010 up to 3:00 PM
Last date of Receipt of Bid Proposals	: 16.8.2010 up to 3:00 PM
Opening of Technical Bids ( Part-I)	: 16.8.2010 at 4:00 PM
Opening of Financial Bid ( Part-II)	: To be notified to the technically Suitable bidders.

## **SUBMISSION OF BID**

1. Sealed bid offers are to be submitted in two parts in triplicate:  
Part-I shall contain Technical qualification details of the bidder together with his capabilities.
2. Part –II shall contain the financial offer along with rates and other commercial terms and conditions.

The tender documents containing application formats and details of the proposal can be purchased from the CE, LESA, MVVNL office on any working day between 10:30 hrs and 14:00 Hrs on payment of the tender fee by demand draft/banker's cheque of any scheduled bank situated in Lucknow in favour of PA(M) to CZE, LAAVESU, UPPCL, Lucknow.

Sealed bid offers prepared as per bid document along with earnest money should be addressed to the Superintending Engineer (MM), LESA so as to reach him by the specified time. The offers shall be opened on the specified date in presence of bidders or their authorized representative(s) who choose to be present at that time.

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

## **SECTION - 2 :-**

### **INSTRUCTIONS TO BIDDERS:**

#### **INTRODUCTION**

MVVNL envisage engaging an external agency with sufficient experience, technical competence and expertise, financial strength and related infrastructure facilities for carrying out billing using hand held machines, for specified consumer's categories and other related activities so as to establish an efficient billing and revenue cycle.

#### **CLARIFICATION ON BID DOCUMENTS**

The prospective bidders may obtain any clarification regarding the bid document by writing or faxing to :-

**SUPERINTENDING ENGINEER (MM)**

**LESA, MVVNL,**

**4-A, Gokhle Marg, Lucknow.**

**Tel: No. 0522-**

**Fax No. 0522-2209347**

Clarification given in reply to any of the prospective bidders shall be addressed to all the agencies that have purchased the bid documents.

The bidder is advised in their own interest, to examine the bid documents instruction forms, terms and general information. Failure to submit information, which is essential to evaluate an application's bid or submission of bid not substantially responsive to the bid document, may result in disqualification of the bid.

Pre-bid conference(s) may be held for obtaining views of prospective bidders at which the bidders may ask for clarification on the requirements of the bid. The date, time and venue of such conferences(s) shall be intimated to each party that has purchased the bid documents.

### **SITE VISITS**

The bidder may in his own interest, before submitting his bid examine the Divisions billing system and the area involved to satisfy himself regarding the field conditions and status of present database, systems and commercial procedures.

The bidder may contact Superintending Engineers of various Circles, for help in facilitating these visits. No claim for change in the bid or terms and conditions of the contract shall be entertained on the ground that the conditions are different from what were contemplated.

### **AMENDMENTS TO BID DOCUMENT**

At any time prior to the last date for submission of bid as well as desired date for opening of Part-II Price bid, MVVNL may for any person, whether of its own or by way of clarification given at the request of prospective bidder, modify the bid document by issue of amendment which shall form part of it.

The amendments(s) shall be sent in writing to prospective bidders, who shall return one copy of it duly signed with their bid. Suitable extension to the due date, if considered necessary will be allowed to afford reasonable time to take into account, such amendments.

### **DEVIATION FROM BID DOCUMENTS**

The bid offer must include a separate statement indicating deviations from the bid documents as per format given below. The proposed deviations from the bid documents if accepted by MVVNL shall become binding on the bidder. Unless the proposed deviations from the bid document are specifically mentioned, the specifications, terms and conditions as per this document will become binding to the bidder.

### **SCHEDULE OF DEVIATIONS**

S.No.	Bid Document Section Number	Reference Clause Number	Deviation proposed

## **DOCUMENTS COMPRISING THE BID:**

### **PART-I: PRE QUALIFICATION, TECHNICAL AND OTHER DETAILS**

The bidder shall submit the documents as detailed **“Pre-Qualification condition”** of this document with part-I of the bid covering letter. These should include the following among others:

- i. Power of Attorney / Board resolution in favour of signatory of the bid.
- ii. Full details about financial strength, experience, organizational competence and infrastructure available to bidder for handling the billing process through Hand Held Machines. The bidder must make suitable references to past experiences in handling similar systems for a comparable distribution system of a utility. The bidder shall specifically furnish following information for prequalification in the bid failing which offer is likely to be summarily rejected and shall not be considered at all.
  - a. The bidder should have past experience of managing Database of at least 1, 00,000 (one lakh) consumers per month for a minimum period of one year along with experience of similar work including meter reading, processing and distributing bills at consumer site in the setup of a utility. The bidder should submit satisfactory performance reports from various utilities in respect of experience in execution of similar works.
  - b. The bidder should have a minimum turn-over of Rs. 10.00 Crores (Rs. Ten Crores) per annum as per the audited balance sheets for each of the last three consecutive financial year (i.e. for the financial year 2007-2008, 2008-2009 and 2009-2010).
  - c. The bidder must demonstrate that he has access to the required lines 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.
  - d. The successful bidder shall be bound to do billing of at least 90% of consumers specified to them failing which penalty shall be deducted from the bill of Agency for unbilled consumers which will be as per rates awarded for per consumer billing to the Agency i.e. no penalty will be imposed if the Agency issues bill for 90% of consumer otherwise, he will be penalized for consumers remained unbilled below 90%.
  - e. The successful Agency must appoint a meter reader on every 1600 consumers for Meter reading purposes.
- iii. Information about the proposed methodology, technology to be used and time frames for undertaking the various one time activities, monthly activities. The bidders shall be required to give a presentation at Lucknow giving the operational plan and time schedule for various activities as specified hereafter so as to demonstrate their experience, skill and understanding of the job.
- iv. **Earnest money of Rs, 2,00,000/- (Rs. Two Lacs Only) in the form of FDR/TDR/Bank Guarantee only in favour of PA(M) to CZE LAAVESU, UPPCL, LUCKNOW payable at Lucknow. The earnest money will be refunded to unsuccessful bidders.**

- v. Statement of deviation from the bid documents as per the specified format.
- vi Other details as called for in the bid document or which the bidder may like to highlight.
- vii The bidder whose Part 1 documents are found complete in all respect will have to submit a sample of their proposed Hand Held Machine along with its necessary compilers. Time of 7 days will be allotted for compiling and testing of LESA's Hand Held Billing software on the proposed HHC machines followed by a demonstration of billing through this machine on LESA's billing software. Only the bidders whose proposed HHC machines pass the prequalifying technical test will be allowed to enter PART-II

## **PART-II : FINANCIAL OFFER AND TERMS AND CONDITIONS**

The financial offer shall be submitted by the bidder in the format given in section 7 of this document along with his commercial terms and conditions.

### **SUBMISSION OF BIDS**

### **SEALING, SIGNING, MARKING AND SUBMITTING THE BIDS**

The bidder shall submit his bid in triplicate with one original set and two duplicate sets. The original shall be signed on each page by a person or persons, duly authorized as it binds the bidder to the contract. Each copy shall be clearly marked "Original" " Duplicate" Triplicate", as appropriate.

All pages of the bid, including where entries or amendments have been made shall be initialed by the person signing the bid.

This bid document, duly signed, shall also be attached with the each bid in token of acceptance of its terms and conditions, except those mentioned in the deviation list.

Each set shall comprise both part I and Part II

The bidder shall submit each part of the bid in separate envelopes marked:

**Part-I:** Technical Bid for meter reading, bill generation and bill distribution and other related activities.

**Part-II:** Financial Bid for Meter Reading, Bill Generation, Bill distribution and other Related activities.

Each envelope shall be properly secured and sealed. Both parts of the bid should then be placed in a common envelope, which should also be properly secured, sealed and marked as follows for proper identification:

"Bids for Meter Reading, Bill Generation and Bill distribution in Part-I and Part-II"

Do Not Open Before .....( 15:00 hrs)

Name and address of bidder:

Details of Earnest Money- Number and date of document:

**Validity Period:**

The bids shall be addressed to the **SUPERINTENDING ENGINEER (MM), LESA, MVVNL, 4-A, GOKHLE MARG, LUCKNOW.**

No bid shall be accepted unless it is properly sealed. Bidder shall not be allowed to fill in or seal their bid at the office where these are due to be received. If the envelopes are not sealed and marked as instructed, MVVNL will assume no responsibility for the misplacement or premature opening of the bids. A Bid opened prematurely due to any cause may be rejected, resealed and returned to the bidder. A bid must be submitted at the specified MVVNL office by an authorized representative of the bidder and any submissions by the way of post telex, telegraphic or fax shall not be accepted.

Bids not accompanied with earnest money or not mentioning the details on the envelope, as specified, shall be rejected outright.

Bids must be received within the specified deadline at the specified address, if it is a holiday, the bids shall be received on the next working day at same time.

**Bid Validity:**

Bids shall remain valid for acceptance for a period of 180 days after the date of opening of Part-II of the bid. The **SUPERINTENDING ENGINEER (MM), LESA, MVVNL** may request for suitable extension. If the day up to which the bid is to remain valid is a holiday, the bids shall be valid till the next working day .

**Earnest money:**

The bid shall be accompanied by a FDR/TDR/Bank Guarantee only of a nationalized bank of India for an amount of Rs. 2,00,000.00 ( Rs. Two lac only) in favour of PA(M) to CZE, LAAVESU, UPPCL, Lucknow valid for six months as earnest money in Part-I of the bid. The earnest money will be refunded to the unsuccessful bidder.

**Late bids:**

Any bid received after the deadline for submission shall be rejected and shall be returned unopened to the bidder.

### **Modification or withdrawal of Bid:**

The bidder may modify or withdraw his bid after submission provided that the details of modification or notice of withdrawal is received in writing prior to the due date of submission of part-I of the Bid.

The bidder's notice and details of withdrawal or modification shall be prepared, sealed, marked and delivered in accordance with the methodology for submission of bids, with envelopes marked "MODIFICATION" OR "Withdrawal" as appropriate.

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

### **BID OPENING AND EVALUATION:**

Part-I envelope of the bids shall be opened on the prescribed time and date, including submission made as mentioned above in the office of the SUPERINTENDING ENGINEER (MM), LESA, MVVNL, 4- Gokhle Marg, Lucknow, in the presence of bidders or their authorized representative who choose to be present. If the opening date is a holiday, the bid shall be opened on the next working day at the same place and time unless notified otherwise.

At the opening of Part-I or II of the bids, the SUPERINTENDING ENGINEER (MM) , LESA, MVVNL, 4-A, Gokhle Marg, Lucknow may announce the bidder's details as it may consider appropriate.

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

Part-II bids of the bidders not short listed shall not be opened and shall be returned to the bidders. Only the short listed bidders or their representatives may attend part Bid-II opening.

### **CLARIFICATION OR MODIFICATION OF BIDS SUBMITTED**

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 the bid shall be permitted except as required to confirm the correction of any type of typographical error(s).

### **OPENING OF PART-II BID**

Subsequent to the examination of the technical bid and receipt and scrutiny of clarification or queries raised by MVVNL, short-listed bidders can submit a supplementary financial bid, in a sealed envelope, if they so desires, before the date and time of the opening of the Part-II of the bid already submitted.

Non submission of a supplementary financial bid will mean that the bidder agrees with all the modifications, corrections and amendments in Part-I of his bid and any modifications made in Part-II by MVVNL without any financial implication arising thereof.

Supplementary Part-II bid, if submitted by the bidder shall be properly secured, sealed, marked and addressed as mentioned above and additionally as follows:

"Supplementary to Part-II Financial bid for Meter Reading, Bill generation and bill distribution in MVVNL".

### **SIGNING OF AGREEMENT**

The successful bidder shall, on receipt of Letter of Acceptance (LOA) FROM (MVVNL) ENTER INTO A CONTRACT WITH MVVNL BY JOINTLY SIGNING AN Agreement. The draft of the Agreement based on the terms sheet detailed, shall be forwarded to the successful bidder for execution. The agreement shall be executed within fifteen days thereafter. The person signing the Agreement must be duly authorized by the bidder.

### **PERFORMANCE SECURITY:**

within 30 days of receipt of the LOA, the successful bidder shall furnish to MVVNL a performance security for the specified amount for the entire term mutually agreed upon , in any one of the following formats to guarantee faithful performance of the contract, on submission of which the earnest money deposit shall be refunded:-

1. A FDR duly pledged in favour of **PA(M) to CZE, LAAVESU, UPPCL, Lucknow** issued by any Indian Nationalized Bank.
2. Bank Guarantee as per the Performa to be provided by MVVNL.

The performance security shall be refunded to the successful bidder on completion of the work 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.

### **GENERAL:**

In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as made by MVVNL shall be final and binding on all parties.

MVVNL will not be responsible for any cost or expenses incurred by the bidder in preparation or delivery of bids.

MVVNL reserves the right to amend the nature of scope of the proposed contract, reject or accept any bid, cancel the bid process or and reject all the applications.

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.

In case of any difficulty in recording meter readings and disconnection of defaulting consumers, agency will contact the Engineer of the Contract and Executive Engineer of the concerning Divisions for remedial measures.

The General conditions of contract Form "A" of MVVNL shall be applicable to this tender.

### **SECTION - 3 :-**

#### **PROFILE OF THE EXISTING SYSTEM**

Brief description of the geographical area covered by the Division specified is as follows

#### **AREA**

A.	Geographical Area	360 Sq KM
B.	Total No of Consumers	<b>5,60,022</b>
C.	Total Circle	4
D.	Total Division	16

#### **NUMBER OF CONSUMERS**

Circle	Division	Surveyed	Un-surveyed	Total
Circle I	Hussainganj	21,319	7,681	29,000
	Chowk	26,725	8,375	35,100
	Residency	24,136	6,909	31,045
	Raj Bhawan	14,513	3,009	17,522
	Aminabad	14,751	6,954	21,705
	Thakurganj	21,702	7,985	29,687
Circle II	Indira Nagar	45,946	10,930	56,876
	Gomti Nagar	33,218	15,898	49,116
	Aliganj	25,320	7,002	32,322
	Daliganj	28,552	9,178	37,730
Circle III	Aishbagh	30,511	10,432	40,943
	Alambagh	30,235	4,881	35,116
	Kanpur Road	34,263	10,933	45,196
	Rajaji Puram	23,473	6,104	29,577
Circle IV	Rahim Nagar	32,018	15,061	47,079
	Bakshi Ka Taal	8,891	13,117	22,008
		<b>4,15,573</b>	<b>1,44,449</b>	<b>5,60,022</b>

The number of consumers are approximate and actual number may vary . The number of meters readings and bills will increase with number of consumers.

### **EXISTING METER READING SYSTEM**

#### **MASTER DATABASE**

For the computer billing Master (permanent) records had been created in the computer form meter books. The Master records contain 145 fields out of which the most important fields are as follows:-

<b>Sl.No.</b>	<b>Details.</b>
1	Divisions Name
2	Consumer Name
3	Address
4	Book No.
5	Sequence No.
6.	Consumer code number ( K number)
7	Meter No.
8	Type of connection
9	Security deposit
10	Date of security deposit
11	Total No. of meters in the premises & KNOs
12	Loan sanctioned
13	Date of released of connection
14	previous reading
15	Previous Reading date
16	Excess load, if any
17	Previous Remarks
18	Unit of load HP/KW
19	Last 6 month's consumption
20	Average consumption
21	billing code
22	Capacitor surcharge, if any
23	Number of House lock months.

<b>Sl.No.</b>	<b>Detils.</b>
1	Divisions Name
2	Consumer Name
3	Address
4	Book No.
5	Sequence No.

6.	Consumer code number ( K number)
7	Meter No.
8	Type of connection
9	Security deposit
10	Date of security deposit
11	Total No. of meters in the premises & KNOs
12	Loan sanctioned
13	Date of released of connection
14	previous reading
15	Previous Reading date
16	Excess load, if any
17	Previous Remarks
18	Unit of load HP/KW
19	Last 6 month's consumption
20	Average consumption
21	billing code
22	Capacitor surcharge, if any
23	Total Arrears outstanding.
24.	Number of Arrear months
25.	Misuse, if any

The database as required along with the meter books and maps of the area will be made available the successful bidder.

### **METER READING**

Meter reading is taken by the officials designated as Meter Readers (MR). The meter readings are recorded in meter books maintained by the Meter Readers.

The jobs of the Meter Readers is supervised by Junior Engineers who are required to test check a certain percentage generally 10 percent of the meter readings taken by the Meter Readers.

The frequency of the meter reading is generally as follows:

Category	Frequency
1. Domestic L&F	Monthly
2.Domestic L & F ( Spot billing)	Monthly
3.Commercial L&F	Monthly
4. Small & Medium Indst.	Monthly.

The meter books contain, apart from the meter reading, the consumption and the status of the meter. These particulars are used to compute the energy charges by the computer. The data is directly lifted by the Division billing centre, which generates an Edit List, giving the abnormality the current reading vis-à-vis the previous readings and remarks. This edit list needs to be carefully checked, as billing in respect of the consumption mentioned is entirely dependant on the validity of the data after connection when remarks are not given and

reading columns are let blank, the reading is treated as NOT Read ( NR) resulting in the issue of provisional bill on the basis of MVVNL rules.

The remarks to be given with meter readings are generally as follows:

<b>REMARKS</b>	<b>CODE</b>	<b>REMARKS</b>	<b>CODE</b>
<b>PREMISE LOCKED</b>	<b>NA</b>	<b>NOT READ</b>	<b>N.R.</b>
<b>METER FAULTY/DAMAGED</b>	<b>IDF</b>	<b>REVERSE READING</b>	<b>RDF</b>
<b>SEAL BROKEN</b>	<b>SB</b>	<b>GLASS BROKEN</b>	<b>GB</b>
<b>DIAL OVER</b>	<b>DO</b>	<b>METER CHANGE</b>	<b>MC</b>
<b>ILLEGAL RECONNECTION</b>	<b>IR</b>	<b>METER REMOVED</b>	<b>PD</b>
<b>TEMPORARY DISCONNECTED</b>	<b>TD</b>		

### **GENERAL**

Above are some of the basic features. For more details, the prospective bidder may contact assistant Engineer, Revenue of Concerning area.

The agency is expected to generally follow the existing practice so that there is no difficulty is taking over the system back by MVVNL on completion of the contract. Significant deviations from current practices would be allowed only after approval from MVVNL.

### **SECTION - 4 :-**

#### **QUALIFICATION REQUIREMENT**

##### **INTRODUCTION**

This section specified the minimum requirement with respect to experience, capability and other particulars of the bidder to be considered eligible for participation in the bid for meter reading bill generation and bill distribution in the area(s) specified by MVVNL.

**AGENCY** This is open to all Indian Firms.

#### **ESSENTIAL QUALIFICATION CRITERIA**

Qualification will be assessed upon meeting all the minimum criteria regarding the applicant's experience and financial position, availability of infrastructure, and personnel capabilities among others.

MVVNL reserves the right to deviate from the above criteria, if they do not materially affect the capability of an applicant in MVVNL'S OPINION.

#### **AVAILABILITY OF INFRASTRUCTURE**

The bidder should have assured access to sufficient number of equipment (through purchase or hire/ lease Agreement) for smooth and speedy conversion of the excising meter reading and bill distribution system to the one proposed under this tender. The bidder should spell out the infrastructure he shall provide for proposed job along with the following details:

- (i) The work to be allotted through this tender is a mix of commercial, technical and managerial in nature. Therefore, the tenderer should indicate the experience of the team (that would work on this system) in these areas.
- (ii) The tender should have adequate number of professionals as mentioned below whose personal, educational and other qualification and experience details must be furnished to MVVNL in specified formats.
  - (a) Professional expert in computer programming/operation.
  - (b) Electrical Engineers with degree from recognized institute.
  - (c) Professionals trained in accounting and commercial aspects.
  - (d) Trained electricians, wireman, lineman in electrical trade have "A" Class valid License in the trade concerned issued by the Director Electrical Safety, U.P.
- (iii) The tenderer must have adequate number of computers, Fax Machines, Internet Connection, Telephones, Meter Reading Instruments/Hand Held Computers so that the work is completed within the specified time schedule/billing cycle as specified by MVVNL.
- (iv) The bidder should procure adequate number of Hand Held Computer machines with printers etc. before starting the billing. Before procuring the machines its compatibility with existing HHC Software be ensured.
- (v) As HHC billing is already running, the billing for next billing cycle shall from the 4th date of next month therefore the billing by bidders will have to be started immediately.

## **SECTION - 5 :-**

### **TERM SHEET**

#### **INTRODUCTION**

This section describe the terms and conditions under which the agency is to develop, operate and maintain the proposed Meter Reading, bill generation and bill distribution including bill processing and distribution, cheque collection, serving disconnection notices and carrying out disconnections and reconnections the specified areas.

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

- **"Agency"** shall mean the Firm/Company or organization whose bids has been accepted by MVVNL and Agreement entered into with the includes has legal representative(s) successors(s).

- "**Agreement**" shall mean the Agreement entered into between the Employer and the agency setting out the terms and conditions for Meter reading, bill generation and bill distribution.
- "**Area**" or "Specified Area" shall mean the proposed area of activities as mentioned in this document.
- "**Meter Reading, bill generation and bill distribution**" shall mean all the activities mentioned under " Scope of work' of this document".
- "**Consumer**" shall mean consumers whose premises are receiving electric supply from the MVVNL power system (legally or otherwise) as ascertained by visually inspecting power lines leading to the consumer premises (or otherwise).
- "**Employee**" shall mean the employee of the agency engaged for meter reading and bill distribution exclusively in the area.
- "**Employer**" shall mean the Chief Engineer, LESA, MVVNL with term shall include his successors(s) and permitted assigns.
- "**Officer**" shall mean an officer nominated by the Employer to dean on his behalf with agency.
- " **Reports(s)**" shall mean data listing in numerical, graphic or other formats as specified by MVVNL 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) and all such other references to " Report(s)" qualified by a work that refers to the type of Report.
- "**Specified Consumers**" shall mean consumers in the categories mentioned in section **1.1.2** of this document.
- "UPERC" shall mean Uttar Pradesh Electricity Regulatory Authority.
- "**MVVNL**" shall mean **Madhyanchal Vidyut Vitran Nigam Limited**. Having its registered office at Shakti Bhawan, Lucknow which terms shall include its successors and permitted assigns. For the purpose of this tender MVVNL shall also mean the office which invited this tender.
- "**U.P. Power Corporation Limited**" shall mean MVVNL.

Word(s) imparting singular shall also include plural and vice versa if the context so requires.

## **OBJECTIVE**

The objective is to intimate meter reading, bill generation and bill distribution and other related activities for the specified consumers in the Specified areas.

## **SECTION - 6 :-**

### **SCOPE OF WORK:**

#### **Agency's Scope:**

- i) The scope of work for the agency shall include
  1. Door to door customer survey and updation of master database as onetime Activity for left over consumers and new consumers.
  2. Billing ( meter reading, bill generation, bill distribution and cheque collection such that all these activities happen on site at customer premises using hand held machines as part of a single continuous process).
  3. Generation of disconnection notices and other reports with fields and formats as specified by MVVNL from meter reading and bill generation.
  4. Other optional jobs as specified.
- ii) All submissions to MVVNL shall be made available in reports/format as Prescribed by MVVNL.
- iii) All data in any format that generated/available with the agency as a part of Executing the Agreement shall be wholly owned by MVVNL.

The Scope shall also include the following:-

#### **One Time Activities:**

- i) Door to door survey towards which the following activities are to be undertaken:
  1. The survey data of already surveyed consumer's along with maps as available will be provided. the bidder is required to carry out survey of left over consumers as per actual physical sequence at site in consultation with MVVNL
    - Route mapping
    - Identifying the consumers to the 11KV feeder and distribution transformers.
    - Sequencing of the consumers.
    - Survey of the consumer: This should include the following.
      - ✓ Status of meter- Physical and operational status, glass broken, condition of seals, meter make, year of manufacture, number of digits etc.

- ✓ Accessibility of meter in the consumer's premises for meter reading
- ✓ Correctness/legibility of meter number, consumer number address etc.
- ✓ To generate exception report as per the formats of MVVNL.
- ✓ The data base as required along with the meter books will made available to successful bidders.

ii) **System Security:**

Adequate security features must be built into the computer systems/hand held machine hardware and other related system.

Hand Held machines must record the usage history to enable track the personnel, date and time of meter reading, bill generation and bill preparation.

iii) **Administration:**

1. Agency will provide photo identity cards duly counter signed by the Concerned officer of MVVNL to it's employees which will be valid for the period mentioned thereon. In case of termination of services of a particular employee, the identity card issued to him will be taken back and returned to MVVNL.

**Monthly Activities:**

The monthly activities shall commence only after the bidder has successfully completed the one time activity.

All consumers with legal or illegal or other connections but receiving power from MVVNL's system must be billed for which the following need to be carried out:-

1. All such consumers must be billed using Hand Held Machine based on meter reading where possible , else on other criteria as specified by MVVNL with billing data entered into hand held machine on consumer premises, bill printed and given to the consumer as a part of a single activity.
2. If the access to consumer premises is not possible, then adequate efforts to the satisfaction of MVVNL must be made to gain access. If access is still not possible , all such cases must be reported to MVVNL at the end of each working day in formats and media as specified by MVVNL.

3. Before beginning the metering and billing cycle, the master database should be updated with the changes/modifications/addition in current consumer information provided by MVVNL.
4. At the end of each working day the following activities must be completed before beginning the work on the next working day with arrangements made in consultation with MVVNL. All data Reported to MVVNL should be in formats and media as specified by MVVNL.
5. All billing and collection data for the day must be downloaded from the hand held machines to the existing central computer system, summarized, collated and reported to MVVNL division wise in printed as well as software.
6. Agency will arrange to deposit the collected cheques to the bank accounts of respective MVVNL's division offices and will submit a statement along with bank challan within 24 hours of acceptance of cheques. Agency will also insure reconciliation of each bank account.
7. Agency will arrange to collect dishonored cheques regularly from the banks, make suitable correction accounting entries in database and submit detailed report to the MVVNL respective division offices.

## **5 Generation of Monthly Reports**

- 5.1 The following output Reports must be submitted to MVVNL division wise in accordance with the agreed time schedules on the basis of electricity tariffs enforced by the MVVNL from time to time. The periodicity of these Reports shall be intimated by the MVVNL at the time of system design and may be subsequently changed:
  - 5.1.1 Report on performance of individual meter reader as regard to date and time stamp for taking meter reading, including cases for defective meters/locked/no access cases, of each consumer for the area assigned to him in that particular day.
  - 5.1.2 Performance of all meter readers deployed by the agencies.
  - 5.1.3 Monthly Division-wise status of control statistics such as percentage on NA, NR, IDF, ADF and RDF meter status.
  - 5.1.4 At the end of each working day, all illegal connections must be reported to MVVNL, to bring them within the purview of billing.

## 6 TIME SCHEDULES

<b>Job description</b>	<b>Guaranteed Time Schedule</b>
(i) One time Activities of leftover consumers only	To be completed within six months from the date of approval of the offer by MVVNL
(ii) Monthly Activities :	To be completed as per monthly billing cycle
(b) Disconnection /Reconnection of consumers :	To be carried within 48 hours of the receipt of the disconnection order.
(c) Meter Replacement :	To be carried out within 72 hours of the receipt of meter replacement advice or new meter whichever is later.

7 **RULES AND REGULATIONS-** The job shall be carried out as per the rules, regulations and other procedures applicable for different categories of consumers as prevailing in MVVNL at the point of time which shall be made available to the Agency before commencement of work. These regulations may be modified by MVVNL or UPERC which shall be intimated to the Agency from time to time.

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

7.2 The Agency will also follow the LABOR RULES, LAWS & Regulations and also the provisions of other laws and directives and regulations of Government and other authorities and comply with any other relevant legislation in force during the currency of contract. As per specific order of the UPPCL, the payment of monthly wages / salary to the agency's staff will be paid only through account payee cheques only and whenever asked by the MVVNL, the agency shall be bound to produce its compliance status.

8 **INSURANCE** The Company shall obtain accident liability insurance for its employees on account of injury, fatal or otherwise due to accidents during service. It shall also indemnify MVVNL against any claim from such employees or their dependants and/or successors.

9 **NOTIFICATION AND ANNOUNCEMENTS** MVVNL 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 MVVNL, Public announcement including statement regarding the

Agency's authority to Act in the area shall be made by the concerned officer of MVVNL.

**10 MAINTENANCE OF FACILITIES AND PERSONNEL** The agency shall maintain all requisite facilities of its own as required for proper meter reading and bill distribution and other works under this bid.

10.1 The company shall maintain supervisory and other personnel for efficient management and improvement in the meter reading and bill distribution system.

10.2 All Meter Readers, disconnection gangs will wear proper ID cards duly authorized by the EE of concerning divisions. ID cards will be worn by a string around collar at all times.

10.3 The agency shall provide and maintain an office at a mutually agreed location with staff in adequate number and of adequate competence, which shall remain open at all reasonable hours to receive communications.

10.4 The agency shall also maintain modern communication equipment like telephones, facsimile for interaction with MVVNL. Hand Held Computers/Laptops/Computers, Fax machines and Meter reading instruments in sufficient numbers shall be provided to cope up with the work smoothly and as per time schedule specified by MVVNL.

**Personnel:**

The company shall maintain supervisory and other personnel for efficient management and improvement in the meter reading and bill distribution system. The minimum acceptable is :

Staff	Description
Office in Charge	To have Adequate Experience and vision to take charge of the entire project and resolve problems do as to evolve a model project.
Manager	Four
Supervisors	@ one supervisor to control & supervise maximum six meter readers
Meter Reader/Bill processing & Bill distribution and cheque collection.	@ 100 bills per day per meter reader.

The personnel shall have experience as mentioned in Availability Of Infrastructure Clause or as may be modified in the bid.

Person in charge or an alternate shall be available for communication during all business hours.

Note:

1. The personnel shall have experience as mentioned or as may be modified in the bid.
2. Person in charge or an alternate shall be available for communication during all business hours at On-Line Billing Centers or division offices as advised time to time.

### **AGENCY's RIGHTS**

The agency will be given rights to operate in the Area during the Agreement period as an agent of MVVNL, which cease to exist on completion of the said period or on termination of contact.

The agency's right in the area will be as agent of MVVNL for Meter reading, bill generation and bill distribution.

**11 RECORD MAINTENANCE & MONITORING** The agency shall maintain such records, as are required for the purpose of verification of billing and other activities, for a period to be indicated by MVVNL. The agency shall :

- 11.1 Submit to the Employer a Report every week of the progress of the previous week, indicating the quantum of works carried out and the level of improvement achieved and the operational performance of the Meter reading, Bill generation and bill distribution.
- 11.2 Facilitate access and availability of all data, documents and systems related to the Meter reading, Bill generation and bill distribution to MVVNL.
- 11.3 Make available its Management at all reasonable times to discuss with concerned officer of MVVNL the operation of the Agreement and related matters.

### **CONTRACT AGREEMENT**

The agency will have to enter into an Agreement with MVVNL for setting out all terms and conditions including those mentioned in this Terms Sheet for Meter reading, Bill Generation and Bill distribution development and elsewhere in this document, operations and maintenance with the specified norms.

The Agreement shall set out specified 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.

If the Agreement is terminated early without giving any reason the terminating party will pay suitable liquidated damages to be set out in the Contract Agreement to compensate for loss suffered by the other party on account of such termination.

The Agreement can however, otherwise be terminated by either party by giving six month's notice. These terms shall be included in the agreement.

Agency shall indemnify MVVNL against any claims, demands cost and expenses whatsoever which may be made against it, because 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.

### **FALL BACK ARRANGEMENT**

Provision shall be made in the Agreement that in the event of failure of the Agency to fulfill its obligations, duties and responsibilities as per the Agreement terms, MVVNL shall have the right , at any time to resort to a fall back arrangement. Under this plan, MVVNL shall take charge of all facilities 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 MVVNL failing which MVVNL, shall have 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 deemed to be fit and no claim of the Agency for compensation in this respect shall be entertain

### **HANDING OVER ON TERMINATION**

Upon termination of the Agreement, the Company's authority to act in the area shall immediately cease.

**ASSIGNMENT** Neither party may assign nor transfer any of its right and obligations under the Agreement to any other agency or person without the other Party's consent.

### **GOVERNING LAWS AND JURISDICTION**

The Agreement shall be governed by the Indian Law. Only appropriate courts under the Jurisdiction of Hon'ble Allahabad High Court shall have exclusive Jurisdiction to deal with any matter arising out of or relating to the Agreement or otherwise.

### **DISPUTES**

Disputes under the Agreement shall be settled by mutual discussions. Failing this, the disputes will be referred to arbitration by Chairman Cum Managing Director, MVVNL or his nominee.

The arbitration shall be carried out as per Indian Arbitration Act and the arbitration award shall be binding on both the parties. The cost of Arbitration shall be borne by the party initiating the request of arbitration proceedings.

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

### **FORCE MAJURE DEFINITION**

Force Majure 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 Fore Majure and which results in such party's liability, notwithstanding it seasonable best efforts, to perform its obligations in whole or in part in the area or work assigned to it as per the Agreement.

- a) Strike lockouts or other industrial dispute or disturbances.
- b) 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.
- c) Lightning, storm, typhoon, flood, torrential rain, tidal wage, earthquake, landslide, epidemic or similar cataclysmic events.
- d) 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.

Note:

Financial inability to perform or changes in market conditions shall not constitute an event of Force majure.

### **EFFECT OF FORCE MAJURE**

In the event either party is rendered unable by reason of an event of Force Majure in effect after the date thereof to perform wholly or in part, any obligations 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 Majure .

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

### **CONDUCT OF AGENCY'S STAFF**

1. The Agency will be responsible for the integrity of the person deployed in the field. The details of persons visiting the consumer premises should be made available with the concerned **SUPERINTENDING ENGINEER (MM), LESA, MVVNL**.
2. In an event where an employee or any person deputed by the agency is found by MVVNL to be involved in pursuing any illegal or unethical activity such as manipulation of meter and meter readings, under reporting of units consumed, manipulation of the bill amount etc. the contract with the agency may be terminated after giving a notice of two months and the performance security amount will be forfeited. Apart from the performance security amount the agency will also have to pay three times the revenue lost by MVVNL due to direct or indirect outcomes of such action(s) The amount of revenue loss will be ascertained by MVVNL and it will be binding on the agency.
3. If any of the Agency's employee shall, in the opinion of MVVNL, be guilty of any misconduct or incompetence or negligence, then if so directed by MVVNL, the company shall at once remove such employees and replace him by a qualified and competent substitute.

### **LIEN**

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

**12**     **TERMS OF PAYMENT** For the services to be rendered by the Agency they shall be paid agency fees as follows

#### **12.1**     **ONE TIME ACTIVITIES**

- 12.1.1 The charges for the one time activities will be paid to the agency as per the rates approved by MVVNL. It will be paid within 30 days from the date of submission of undisputed invoices from the agency as per Agreement.
- 12.1.2 The payment shall be made only submission of the work completed by the agency (for which invoices have been raised) to MVVNL as Reports.
- 12.1.3 The “per connection” part of the payment shall be paid on the basis of the number of connections completely identified.
- 12.1.4 The “One Time” part of the payment shall be made on completion of the task to the satisfaction of MVVNL.
- 12.1.5 If the Agency fails to complete the One-time-Activity within four months of signing the Agreement with MVVNL, a penalty charge of @ 2% per week or part thereof of the agreed rate will be deducted from the monthly claim for every week’s delay in its completion of the task.
- 12.1.6 The firm shall quote only the variable charges and no fixed charges should be quoted.

12.1.7 Deduction of Rs. 200/- per consumer shall be made from the bills of the agency in case it is found that a consumer was existing at the time of survey (and receiving power supply form the MVVNL system as a regular consumer or otherwise, legally or otherwise) and was not identified during initial one-time survey.

## **12.2 MONTHLY ACTIVITIES**

12.2.1 Payment per consumer shall be made based on complete activities as per monthly activities undertaken by the agency. No payment shall be made for meters not read on account of non-access or any other reason. However, a Report on such cases will be submitted.

12.2.2 For defective meters reported, payment @ 50% of item i.e. meter reading shall be made.

12.2.3 For Reporting cases where meter is not installed but application for connection is made & estimated amount deposited by the consumer, payment @ 50% of the rate of meter reading shall be made (details & proof of payment to be submitted).

12.2.4 In the event a consumer's complaint that the meter reading for his meter has been recorded incorrectly is established to the satisfaction of MVVNL, a penalty of Rs. 500/- per incorrect reading shall be debited to the account of the contractor.

12.2.5 In the event a consumer's complaint that the bill served to him is incorrect due to non-updation of arrears/other Master data or any other credible reason even after prior advice from MVVNL a penalty of Rs. 500/- per incorrect bill shall be debited to the account of the contractor

12.2.6 In the event of delay incompletion of monthly activity, an amount equivalent to 1% per day of the rate for the delayed portion of that particular activity will be deducted from the invoices raised by successful bidder.

12.2.7 In the event a consumer's complaint that the bill has not been delivered to him is established to the satisfaction of MVVNL, a penalty of Rs. 100/- per occurrence shall be debited to the account of the contractor

12.2.8 All stationery costs including those for pre-printing will be borne by the agency.

12.2.9 The firm shall quote only the variable charge item wise and no fixed charges should be quoted.

**OFFER FOR ENGAGEMENT OF AGENCY FOR METER READING, BILL  
GENERATION AND BILL DISTRIBUTION  
SECTION – 7**

**PART-1 QUALIFICATION DETAILS AND GUARANTEED PARTICULARS**

To be submitted in triplicate each complete with all enclosures

To

THE SUPERINTENDING ENGINEER (MM)  
LUCKNOW ELECTRICITY SUPPLY ADMINISTRATION,  
MADHYANCHAL VIDYUT VITRAN NIGAM LIMITED  
4-A, GOKHLE MARG,  
LUCKNOW.

Subject:- Meter reading, Bill /Generation and Bill Distribution in Circle-I/II/III/IV LESA.

Dear Sir,

We have perused the bid document for engagement of agency for Meter Reading, Bill generation and bill distribution in MVVNL. We are submitting our proposal in triplicate with the complete set of enclosures. The details asked for are being furnished as under:-

**1.1 Name and Communication Details**

- 1.1 Full Legal Name of the firm
- 1.2 Registered Office Address
- 1.3 Address for Correspondence
- 1.4 Telegraphic Address
- 1.5 Telephone No.
- 1.6 E-Mail Address
- 1.7 Facsimile
- 1.8 Authorized Person to be Contacted
- 1.9 Name & Address for the proprietors/Partners

**2.0 Status:**

- 2.1 Is the bidder
- 2.2 Indian Resident
- 2.3 Indian Company
- 2.4 Nature/Status of firm (Whether Sole Proprietary/Partnership/Private Ltd./{public Ltd

**3.0 Organizational Capabilities**

- 1.1 Field Organization and resources for Meter Reading, Bill generation and bill distribution consumer functions necessary for the proposed job.
- 1.2 Qualification and experience of personnel at different level.

**4.0 Financial details for prequalification as per Part-I: pre qualification, technical and other details**

- 4.1 Enclose copies of Audited Balance Sheet and Profit and Loss Accounts.
- 4.2 Share Capital at the time of formation
  - a. Authorized
  - b. Paid-up

#### 4.3 Share Capital at Present

- a. Authorized
- b. Paid up

#### 4.4 Cash Flow Statement

- 5.0 Experience for prequalification as per Part-I: pre qualification, technical and other details give detailed write up on experience in Billing and Data base Management, Meter reading or other type of data collection and bill distribution or similar job and effective disconnection of defaulting consumers. Enclose copies of satisfactory performance reports/certificates from utilities served with the similar type of work.
- 5.1.1 Mention size and type of the consumer network. Also , give the No. of consumers and No. of consumers and No. of readings taken and bills distributed per month through hand held machine.
- 5.1.2 Indicate the number of consumers of different type , category of premises or consumers such as domestic, non- domestic, Industrial agricultural and others.
- 6.0 System Proposed.  
( This should include a brief write-up and plans about the proposed efficient meter reading, Bill generation and Bill distribution including Meter reading and Bill distribution and effective system of disconnection of defaulting consumers and monitoring thereof).
- 7.0 Methodology to be adopted for attending to individual consumers complaints.
- 8.0 Guaranteed Performance: Minimum performance standard expected are as follows ( the bidder may quote better guaranteed performance).
- 8.1 Time Schedule for Door-to-door survey of each connection, rearranging meter Books by allotting fresh sequence no. ( if necessary), correction of addresses and preparation of route maps..... within 4 months.
- 8.2 Maintenance/Updation of database on weekly basis regarding new connections, disconnection and meter replacements.
- 8.3 Frequency of Meter Reading/Bill Distribution:  
Domestic ( Bi-monthly or as specified subsequently)
- 8.4 Time to provide Meter reading/bill reading/bill data in printed and software format to MVVNL.....within 24 hours from the date of meter reading.
- 8.5 Time to attend to meter reading/bill complaints within 72 hrs.
- 8-6 a Time to prepare update payment list and list of defaulting consumers..... within 24 hrs.
- 8.6b Time to deliver disconnection notices to defaulting consumers..... within 48 hrs.after due date.
- 8.7a Time to disconnect defaulting consumers after getting intimation from MVVNL.....within 48 hours.
- 8.7b Time to reconnect defaulting consumers after getting intimation from MVVNL within 24Hrs.
- 8.8 Time to submit related reports in the formats in hard copy as well as software copy .... Within 72 hrs from the date of completion of billing cycle.

- 9.0 Statement of deviation from the bid document.
- 10.0 Enclosed power of attorney/board resolution in Favour of authorized signatory of the bid.
- 11.0 Details of earnest Money of Rs. 2, 00,000.00 and enclosed the same herewith.
- 12.0 Validity : 180 days from the date of opening of bid part-II
- 13.0 Other details.
- 13.1 Whether offer has been made to any other state/undertaking for similar venture.
  - 13.2 If yes, Name and details of the venture
    - Total resources involved
    - Mode of raising finance
    - Current Status of Venue.
- 14.0 Any other information bidder may like to highlight.

We understand that MVVNL 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 the MVVNL. We also understand that the MVVNL reserves the right to reject any or all the bids without assigning any reason thereof. We agree to abide by all the conditions governing the bids and decision of the MVVNL.

Yours faithfully,

Name

Seal and Date:

(Authorized Signatory)

**PART-2 : FINANCIAL OFFER ( TO BE SUBMITTED IN TRIPLICATE)  
( IN SEALED COVER)**

To  
THE SUPERINTENDING ENGINEER (MM)  
LUCKNOW ELECTRICITY SUPPLY ADMINISTRATION,  
MADHYANCHAL VIDYUT VITRAN NIGAM LIMITED  
4-A, GOKHLE MARG,  
LUCKNOW.

Subject:- Meter reading, Bill /Generation and Bill Distribution in Circle-I/II/III/IV LESA.

Dear Sir

We are submitting our financial offer in triplicate as follows:

1. Validity:  
180 days from date of opening of Bid.
2. Guaranteed Performance:  
These are mentioned in Para 8-0 of Part-I of Section 7
3. In the agreement, provision shall be made for deduction in case the performance is below the guaranteed figures for different aspects as mentioned in Para 8-0 of Part-I of Section----. Further disincentives shall be provided for the following as well:
  - a) If the Agency fails to complete the one time activity within four months of signing the agreement with MVVNL, a penalty Charge of @ 2% per week or part thereof of the agreed rate will be deducted from the monthly claim for every week's delay in its completion of the task.
  - b) Deduction of Rs. 200.00 per consumer shall be made from the bills of the agency in case it is found that a consumer was existing at the time of survey ( and receiving power supply from the MVVNL system as a regular consumer or otherwise , legally or otherwise ) and was not identified during initial one-time survey.
  - c) Payment per consumer will be made based on meters read by the agency. No payment shall be made for meters not read on account on non access or any other reason. However, a Report on such cases will be submitted.
  - d) For defective meters Reported, payment @ 50% of item, i.e. meter reading shall be made.
  - e) For reporting cases where meter is not installed but application for connection is made and estimated amount deposited by the consumer, payment @ 50% of the rate of meter reading shall be made (details and proof of payment to be submitted).

- f) In the event a consumer's complaint that the meter reading for his meter has been recorded incorrectly is established to the satisfaction of MVVNL, a penalty of Rs. 100.00 per incorrect reading shall be debited to the account of the contractor.
- g) In the event a consumer's complaint that the bill served to him is incorrect due to non updation of arrears/other Master data or any other credible reason even after prior advice from MVVNL a penalty of Rs. 100/- per incorrect bill shall be debited to the account of the contractor.
- h) In the event of delay in completion of monthly activity or optional jobs ( if assigned by MVVNL), an amount equivalent to 1% per day of the rate for the delayed portion of that particular activity will be deducted from the invoices raised by successful order.
- i) In the event a consumer's complaint that the bill has not been delivered to him is established to the satisfaction of MVVNL, a Penalty of Rs, 100/- per occurrence shall be debited to the account of the contractor.
- j) All stationery costs including those for pre-printing will be borne by the agency.

Yours faithfully,

Name

Seal and Date:

(Authorized Signatory)

In order to obtain the best bid from technical and economic consideration, the deciding authority may select a few bidders whose bids have been found to fulfill the norms and conditions and then conduct negotiations with them on the rates and detailed terms and conditions and meter reading and bill distribution. The selection shall be made on the basis of merit depending upon the capability of the firm and the terms and conditions finally agreed not upon the rates quoted for other jobs alone.

**RATES:**

The bidder may submit his offer based on maintenance of the above norms in the following table:-

SL.NO.	DESCRIPTION OF WORKS	UNITS	RATES
1	One time Activity fee.		
(i)	Door to door survey and master data updation for left over Consumers.	Per connection	Rs.
2	Monthly Activity		
(i)	Meter Reading, Bill Generation, Bill Distribution	Per consumers	Rs.
(ii)	Cheque collection and to be deposited in bank A/c and reconciliation of Bank A/c.	Per Cheque	Rs.
(iii)	Effective Disconnection and monitoring thereof Reconnection	Per connection Per connection	Rs.
(iv)	Meter replacement	Per meter	Rs.

All statutory taxes and levies will be borne by the bidder. Except service tax which will be reimbursed by MVVNL on production of vouchers for actual payment

Note:-

- 1) The bidder shall quote the rates for the work mentioned above in the bill of quantity taking penalties incentive/disincentive of payment into account.
- 2) **Optional Monthly Activities**  
The rates quoted by bidder shall not be considered/ used for computation of tender value.
- 3) The bidder shall quote only the variable charges item wise and no fixed charges should be quoted. For this the bidder shall confirm it in bid part-I.

Yours faithfully,

Name

Seal and Date:

(Authorized Signatory)

**COMMERCIAL TERMS AND CONDITIONS  
(TO BE SUBMITTED WITH BID PART-I)**

The bidder may indicate his commercial terms and conditions in this place

Name

Seal and Date:

(Authorized Signatory)

**Approximate quantities of various works (to be submitted with bid Part-I)**

<b>SL.No.</b>	<b>DESCRIPTION OF WORKS</b>	<b>QTY( Apporox)</b>
1.	<b>One time activity fee( to be paid as per section.....</b>	
(i)	Door to door survey and master date updation	
2.	<b>Monthly Activity ( to be paid as per Section 1.2</b>	
(i)	Meter Reading, Bill Generation, bill distribution.	
(ii)	Cheque collection and to be deposited in bank account and reconciliation of Bank A/C.	
(iii)	Effective Disconnection and monitoring thereof reconnection.	
(iv)	Meter replacement.	

Yours faithfully,

Name

Seal and Date:

(Authorized Signatory)

