



MADHYA GUJARAT VIJ COMPANY LTD.

(O&M) Dahod Division Office, Nr APMC Market, Dahod-389 151.

Web Site:www.mgvcl.com.

Registered Office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara 390007.



TENDER NOTICE NO. DHD/Works/2026-2027/08

PR No.225372

E.E, DAHOD O&M Dn., invites Sealed Rate Tenders for the annual rate contract for the work of Outsourcing the “Outsourcing the services of Meter reading through GPRS based Mobile devices and On Spot bill generation, on spot printing of bills and on spot delivery of bills with your “Manpower, Mobile device, Bluetooth Printer and Stationary” using “Android Mobile Application, Web Based Software and Server/Network infrastructure of MGVCL” for 16 Nos. of men power of Sub divisions of Dahod O&M Division office.

Sr.	Description
1	<u>TENDER NOTICE NO:DHD/Works/2026-2027/08</u>
2	“Outsourcing the services of Meter reading through GPRS based Mobile devices and On Spot bill generation, on spot printing of bills and on spot delivery of bills with your “Manpower, Mobile device, Bluetooth Printer and Stationary” using “Android Mobile Application, Web Based Software and Server/Network infrastructure of MGVCL” for 16 Nos. of Men power of Sub divisions of DAHOD O&M Division”
3	Tender Fee (non-refundable)+18 % GST
4	Estimated cost in Rs. (In Lakhs) including GST
5	Earnest Money Deposit amount (1% of the estimated cost of tender)
6	Last Date for downloading of Bid Documents
7	Last date for Online Bid submission (This is mandatory)
8	Date of opening of Online bid documents. (at 16.00 Hours)
9	Date of on - line opening of Price bid,(if possible),
10	Time Limit of Work

As per the Notice of the invitation of Tender (newspaper Advertisement), the tender is invited by e-tendering (On-line) System for which following conditions are Mandatory otherwise the tender/offer will be out rightly rejected and no any further communication in the matter will be entertained.

[A] Tender Fee:

As per Circular No. GUVNL/Tech-3/1157 Dtd. 01.07.2023, All the Bidders will be required to pay Tender fees plus applicable GST as mentioned in the Tender document either in cash (up to Rs. 10000/-only) at the Cash Counter, MGVCL, Dahod O&M Division office or by RTGS/NEFT/online.

[B] EMD:

As per Circular No. GUVNL/Tech-3/1157 Dtd. 01.07.2023, If the EMD amount is more than Rs. 3 lakhs, it should be paid either by RTGS/NEFT/Online or Demand Draft or Banker's Cheque or Pay Order or Bank Guarantee Otherwise it should be paid either in Cash (up to Rs. 10000/-only) at the MGVCL, Dahod O&M Division office or by RTGS/NEFT/online

[C] Bidders are requested to submit price - bid (Schedule -B) in on-line (e-tendering form) only and not to submit the price bid in physical form. **This is mandatory.** If price bid is submitted in physical form, same will not be opened and only on-line submitted price bid will be considered for evaluation.

[D] No tender shall be accepted / ope in any case after due date and time of receipt of tender, irrespective of delay due to postal services or any other reasons. However Company's decision shall be final for acceptance/non-acceptance of late received tender.

[E] Documents submitted in online mode only will be considered for evaluation. **If documents are submitted physically but not in online mode, the same will not be considered for evaluation and the bid will be out rightly rejected without any intimation.** Tender without EMD and tender fee shall be rejected.

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to Executive Engineer (O&M), Division Office, MGVCL, Dahod-387320.

MGVCL reserves the right of reject any OR all tenders without assigning any reasons thereof.

Executive Engineer (O&M)

MGVCL, Dahod Division

Tender Documents in (PDF Format) which consists of:

- (1) Tender Notice.
- (2) General Instructions
- (3) Special Terms and Conditions
- (4) Qualifying Criteria
- (5) Terms and Conditions of Contract
- (6) Scope of Work
- (7) Schedule -A
- (8) Schedule-C
- (9) Schedule-B: Price Bid

GENERAL INSTRUCTION:

Name of work:

“Outsourcing the services of Meter reading through GPRS based Mobile devices and On Spot bill generation, on spot printing of bills and on spot delivery of bills with your “Manpower, Mobile device, Bluetooth Printer and Stationary” using “Android Mobile Application, Web Based Software and Server/Network infrastructure of MGVCCL” for 07 Nos. of Sub divisions of Dahod O&M Division”

NOTE:

First the “E.M.D cover” will be opened (Only for the bidders who have submitted their bid Online) & then if the documents towards payment of Tender Fee and E.M.D [i.e. (a) & (b) here under] are found OK, the online Technical Bid documents will be considered for evaluation which may please be noted. Otherwise bid / e-tender will not be considered for further evaluation & will be out rightly rejected and no correspondence in this regard will be entertained.

The price bid of the bidder/s who are qualified in preliminary stage (i.e. Qualified for EMD documents as well as for technical bid documents) will only be opened.

- (1) **“E.M.D Cover”**: EMD Cover shall consist of the following (a) and (b), (super scribing of “EMD Cover” along with Tender no.: “ ” & due date of opening, the bidder name & address). In case of non-submission of E.M.D. documents in physical form, bid will not be opened and bid will be rejected / ignored out rightly.

(a) Tender Fee:

As per Circular No. GUVNL/Tech-3/1157 Dtd. 01.07.2023, All the Bidders will be required to pay Tender fees plus applicable GST as mentioned in the Tender document either in cash (up to Rs. 10000/-only) at the Cash Counter, MGVCCL, Dahod O&M Division office or by RTGS/NEFT/online.

(b) E.M.D.:

As per Circular No. GUVNL/Tech-3/1157 Dtd. 01.07.2023, If the EMD amount is more than Rs. 3 lakhs, it should be paid either by RTGS/NEFT/Online or Demand Draft or Banker’s Cheque or Pay Order or Bank Guarantee Otherwise it should be paid either in Cash (up to Rs. 10000/-only) at the MGVCCL, Dahod O&M Division office or by RTGS/NEFT/online

You can pay EMD by RTGS/NEFT also. If EMD amount paid by RTGS or NEFT in that case receipt of payment transfer through RTGS/NEFT should be submitted along with EMD cover documents. Details of RTGS/NEFT are shown below.

-: Performa of R.T.G.S. Details:-

Sr. No.	Particulars	
1	Name of Bank	
2	Name of Branch	
3	MICR Code	
4	IFSC Code	
5	Name of Account	
6	Account No.	

Cheques are not acceptable. No Interest will be allowed / paid against payment of E.M.D.

All the Bidders shall be required to pay EMD, except those who are exempted as per Industries & Mines Department, GoG New Purchase Policy Resolution

No.: SPO/1095/2636(97)/CH dated 23.09.1997 for Small and Micro Scale Industries.

In cases, where EMD need not to be paid, valid exemption Certificates duly notarized has to be produced / attached in EMD Cover in physical form as per the Tender Terms and Conditions.

(a) "The Micro and Small Scale Industrial (Service) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on submission of duly notarized copies of their **UDYAM REGISTRATION CERTIFICATE only out** of SSI/MSME Part-II/Udhyog Aadhar, **Udyam Registration Certificate** shall remain valid from 1st April 2022 OR from the date as amended in future with time to time Notification issued from Ministry of Micro, Small & Medium Enterprises (MSME), Govt of India & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover.

"In case of UDYAM REGISTRATION CERTIFICATE / Udyog Aadhar Memorandum, the certificate should indicate the service of related group of item (i.e. Section M, Division 71 or 74, Group 711 or 749 having NIC 5-digit code of 71100(Architectural and engineering activities and related technical consultancy) or 74909(Other professional, scientific and technical activities n.e.c.) '[It is to be noted that out of SSI/MSME Part-II/Udhyog Aadhar/Udyam Registration Certificate- only UDYAM REGISTRATION CERTIFICATE shall remain valid from 1st April 2022 OR from the date as amended in future by the with time to time Notification issued from Ministry of Micro, Small & Medium Enterprises (MSME), Govt of India]"

No relaxation shall be given to the bidders of outside Gujarat state even though having above certificate. No relaxation shall be given to the Gujarat based bidders having only one registration number from Government of Gujarat but no subsequent registration with NSIC registration certificates for the item under tender.

All the "SSI" and "NSIC/CSPO/DGS&D" registration certificates Documents furnished along with the tender submitted by the bidders having Small, Cottage & Tiny industrial units registered under small scale industries of Govt. of Gujarat should have clear validity as per the tender and should invariably be renewed as per the norms of "SSI" and "NSIC/CSPO/DGS&D" registration certificates Otherwise they shall have to pay E.M.D. and no exemption will be granted.

Tenders submitted without Earnest Money Deposit by the contractor/firms, who are not eligible for any exemption, will be rejected without entering in to further correspondence in this regard and no reference will also be made. Tender submitted without EMD shall be rejected out rightly.

The above valid certificates should indicate the name of works / services of tender. Provisional Registration Certificates are NOT allowed.

EMD will be released only on payment of security deposit in respect of successful bidder whereas the same will be refunded to others on finalization of the tender / placement of order to successful bidder.

Wherever in the tender, the rate for security deposit and performance guarantee is Stipulated as 10% & 5%, the same shall be relaxed to 6% & 3% respectively for Small, cottage and Tiny works units registered with Govt. of Gujarat (DIC) and also holding Subsequent registration with NSIC/CSPO/DGS&D registration certificates for the Work/services and complying the conditions as above.

(2) Technical Bid Cover:

The following documents to be uploaded in online form only with Technical Bid. In case of non- submission of Technical Bid documents in online form, bid will not be considered and bid will be rejected/ignored out rightly.

- (1) Tender Notice.
- (2) General Instructions
- (3) Special Terms and Conditions
- (4) Qualifying Criteria
- (5) Terms and Conditions of Contract
- (6) Scope of Work
- (7) Schedule -A
- (8) Schedule-C
- (9) Schedule-B: Price Bid

NOTE: Each document / paper of above (1) to (9) shall be uploaded in online form only otherwise bid will be rejected out rightly. Physically submitted documents shall not be considered for evaluation.

SPECIAL TERMS AND CONDITIONS

PREAMBLE

Electricity being a very important utility, there is a constant need of improving the facilities available and making them commercially viable. It is felt that the deficiencies of the existing network may be studied and then remedial measure be taken accordingly. It is therefore considered that in order to improve the efficiency of the existing system, there is need to establish a comprehensive data relating to electrical distribution networks and its consumers. For this, the Madhya Gujarat Vij Company Limited (hereinafter called MGVCL) wishes to outsource “services of Meter reading through GPRS based Mobile devices and On Spot bill generation, on spot printing of bills and on spot delivery of bills with your “Manpower, Mobile device, Bluetooth Printer and Stationary” using “Android Mobile Application, Web Based Software and Server/Network infrastructure of MGVCL” for 07 Nos. of Sub divisions of Dahod O&M Division.

SPOT BILLING SYSTEM

The specification covers outsourcing services of Spot Billing System and its accessories meant for carrying out spot billing for LT category of consumers. The Spot Billing System shall enable meter reading activities by transferring relevant consumer information database from billing system, like consumer number, address, area route code, meter number, phase, load, MF, old meter readings, meter status, old status, category, arrears (if any) etc.

The MGVCL wishes to outsource “services of Meter reading through GPRS based Mobile devices and On Spot bill generation, on spot printing of bills and on spot delivery of bills with your “Manpower, Mobile device, Bluetooth Printer and Stationary” using “Android Mobile Application, Web Based Software and Server/Network infrastructure of MGVCL” for 16 men power of Sub divisions of Naiad O&M Division”.

The Spot Billing system shall consist of Android Based Personal Digital Assistant (PDA) or smart phone with GSM/GPRS modem and Bluetooth portable Impact Dot Matrix printer (PP), connected to each other suitably. This scheme of two independent units provides for redundancy and better equipment utilization in the event of failure of any one unit. Android based GSM/GPRS based Personal Digital Assistant (PDA) or smart phone fulfilling the **Functional and Technical specifications** of Tender Document can be considered for spot billing system. The Android based PDA with Bluetooth Portable Impact Dot Matrix printer, PDA with PP or other new technologies satisfying required criteria will be hereinafter called Online (Real Time) GPRS based Spot Billing Machine (OGSBM).

: Qualifying Criteria:

1. Since this exercise is ultimately used for better revenue realization, the bidder should have experience in works like meter reading, printing of bills and bill distribution in any service utility, preferably with OGSBM/PDA/Mobile Device.

Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications/tender are invited should be either of the following: -

- a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

OR

- b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

OR

- c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

2. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
3. The bidder shall have requisite resources (details enclosed) in terms of professional competency and financial soundness to complete the whole package within the stipulated time, i.e. number of OGSBM / PDA and Bluetooth Portable printer already available, number of persons employed, PF no. , PAN/VAT number, GST number, conveyance details, as it is required to take meter reading in the field being village/town/city areas.

Bidder shall possess PF code, ESI No, labour license (which could be obtained on award of contract and the bidder shall be responsible for compliance of all labour legislations.

4. The bidder shall provide necessary evidences in support of meeting above qualifying requirements like copies of purchase order, relevant certificates, balance sheets, annual turnover of last 3 years duly certified by Chartered Accountant, PF numbers, manpower details etc. These documents are to be submitted with the Bid.

Note:

1. The offer of the Bidders not satisfying the any of the above criteria are likely to be rejected out rightly. The bidder should posses the entire qualifying requirement mentioned above. The bidder shall not be allowed to form consortium to meet the qualifying requirements.
2. Before opening of price bid, if required/desired by MGVCL, the bidder shall give live demonstration with sample hardware as mentioned in the tender, in real time mode using OGSBM/PDA/Mobile Device in client/server environments satisfying functionalities specified by MGVCL.

5. The bidder shall provide necessary evidences in support of meeting above qualifying requirements like copies of purchase order, relevant certificates, balance sheets, annual turnover of last 3 years duly certified by Chartered Accountant, PF numbers, manpower details etc. These documents are to be submitted with the Bid.
6. Turn over details of last 3 years.
7. Details of equipments available with the bidder.
8. Proposed methodology to carry out this work of spot billing.
9. Information of hardware i.e. Android based OGSBM/Mobile Device, Portable Bluetooth Printers, Paper Rolls proposed to be used for this work.
10. Performance Reports for similar type of works carried out in subsidiary company of GUVNL and other DISCOM/ SEB
11. Supporting documents for evidence of PF no. , PAN/VAT number, GST number, ESI No, labour license etc.
12. Above all documents seal and Sign after uploaded in the N-procurement side.
13. Live Demonstration information with all functionalities proposed by MGVCL.

Above tender and all relevant documents should reach to this office not later than 4:00 p.m. on due date as specified in the tender notice through online mode only. Please note that any bid technical or price bid and telegraphic or short offers/bids received after the due date and time will not be accepted and the offer will be ignored out rightly.

No late tender / delayed tender shall be considered.

Specification framed out by MGVCL shall be separately brought out in the tender documents. No deviation in specification shall be allowed and MGVCL decision shall be final. The technical scrutiny committee of MGVCL shall evaluate the techno-commercial view of the tender. MGVCL reserves the right to open or not to open the price bid of the bidders on the basis of their past performance of their works carried out. Tender should be in two bids. a) Preliminary Bid-Technical bid and b) Price Bid. Incomplete bids and amendments and additions to bids after opening of the bids will be ignored out rightly.

The price bid of those who are techno-commercially qualified shall be opened. After technical bid is opened, for modification, if any, all shall be given equal chance.

Terms & Conditions of contract:

1. Validities of the Offers: The validity of the offers will have to be kept open for a period of 120 days from the date of opening of technical bids. In case if finalization of the tender is likely to be delayed, the Bidders will be asked to extend the same without change in prices or any terms & conditions of the offer. If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard and no reference will be made.

2. Prices: Prices quoted shall be FIRM. The Bidder shall indicate the applicable rates of Govt. taxes & duties while quoting the prices. Any statutory variation in Govt. tax /duty occurs during execution, the same can be claimed by agency.

3. Security Deposit:-

- a. Within 30 days of receipt of notification of award from the MGVCL, the successful bidder, to whom the work is awarded, shall be required to furnish a Security Deposit for an amount equal to 5% (Five percent) in the form of bank guarantee of the total contract price towards the performance of the contract in accordance with the terms and conditions specified therein. The guarantee shall be valid up to 90 days after completion of the entire contract work. The amount of earnest money shall be adjusted against the performance guarantee (Security Deposit)
- b. The performance guarantee will be returned to the bidders without any interest after 90 days of the completion of contract period.
- c. Security Deposit if paid will be returned on successful completion of the order and only after the performance guarantee condition is fulfilled.
- d. In the case of Bank Guarantee, you should undertake to renew the guarantee one-month before the expiry of the validity date failing which MGVCL will encase the Bank Guarantee.
- e. Refund of Security deposit will only be made on return of the original Receipt stamped or otherwise given by MGVCL or in case of loss thereof by furnishing an Indemnity Bond duly stamped under the Bombay Stamps Act.
- f. This Security Deposit is for the due performance of contract and the same is liable to forfeiture by MGVCL in the event of your non-fulfillment of the terms and conditions of this contract.

4. Payment of Bills:

All payments against this tender will be made through the NEFT/RTGS/Cheque drawn on Nationalized/Scheduled Bank at Vadodara, subject to a stamped receipt for the payments as advises, being sent in advance. Such advance receipt may be headed Advance Receipt.

5. Extension in the Contractual Delivery Date:

It will be contractor's responsibility to ensure that goods/works are to be maintained / repaired/executed within the stipulated delivery period. However, if on account of reasons beyond ones control as laid down in the DGS & D Force Majeure Conditions

the MGVCL may consider extension of delivery period with or without penalty & with or without statutory variations.

However, delivery extensions will be considered only after execution of the order fully and upon submission of documentary evidence for the reasons of delay.

However, such extension will be subject to the following conditions shown hereunder.

a) That no increase in price on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty leviable in respect of the stores specified in the said acceptance of the tender which may take place on or after the contractual delivery date of the contract referred to above shall be admissible on such of the said stores as are delivered after the original contractual delivery date and

b) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which has become effective on or after the contractual delivery date of this said contract shall be admissible on such of the said stores as are delivered after the original contractual delivery date.

c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or on account of any other tax or duty or on any other ground as stipulated in the Contract, which takes place on or after the contractual delivery date of the said Contract.

6. Contract period:

The term shall be initially be for a period of 06 (SIX) MONTHS and extendible for a period at the discretion of MGVCL as mutually agreed. However, the performance will be monitored every THREE months and if the performance is not found satisfactory contract may be terminated.

7. Repeat Order / Additional Order (Extension of Contract Period):

The MGVCL reserves the right to extend the contract for a period at the discretion of MGVCL at the same rate, terms and conditions of original contract, if mutually agreed.

8. Terms of Payment:

Payment will be done on monthly basis. You will submit a running bill at the end of a month for work carried out during the month. Bills will be checked and verified by sub-division engineer-in-charge and proceed for payment as per procedures of MGVCL.

You have to submit the bills in triplicate along with advance stamped receipt at the end of each month to engineer-in-charge of sub-division office for work carried out during the month. Along with the invoice, following documents are required to be attached:

1. Copy of meter-reading and billing program allotted by sub-division/division before starting of monthly billing
2. Date wise billing output against the allotted date wise program by sub-division
3. Statement showing the details of late billing more than 02 days along with assessment involved and nos. of days delayed against each case i.e. consumer wise details of the late billing is required to be attached if any.
4. Consumer wise Abnormality/Exception reports as per Clause No:30 (i.e. Deliverables of Agency)

5. Challans related to statutory compliances like PF,ESI,GST etc. to be enclosed wherever applicable

Payment will be made on actual billed consumers verified by sub-division offices.

100 % payment against the invoice submitted with documents indicated above shall be paid by the concerned division office within 30 days after verification, checking and getting work completion certificate of engineer-in-charge of concerned sub-division office for the bill period. Any penalty and recoveries, if any are to be deducted while making the payment.

Note: if the house locked cases in a particular month are more than 04% of total consumers billed by the Contractor/Agency, then total house lock cases shall be deducted while making payment to the agency.

9. Statutory Variation:

Any statutory increase or decrease in GST as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to the offer if it takes place within the original contractual completion date will be to COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to COMPANY.

10. Jurisdiction:

All questions, disputes or differences arising under out of or in connection with the Tender / Contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / Acceptance of tender is issued, is situated. MGVCL as well as supplier / contractor will be bound by rules and regulation of Indian Contract act.

11. Arbitration:

All questions, disputes or differences whatsoever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out of or in relation there to and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the Chairman / MD MGVCL, for that purpose, who shall be a retired High Court Judge or retired District and Sessions Judge, and the decision of the said Arbitrator shall be final and binding upon the parties. Reference to the arbitration shall be governed by the provisions of Indian Arbitration & Conciliation Act. 1996 as amended from time to time and the rules made there under.

12. Taxes:

The prices should be quoted **Exclusive of GST**. The amount / percentage of GST should clearly be indicated separately.

13. Technical Deviations

The execution of works should be offered strictly confirming to Tender specifications/Technical & functional specification / Agency Scope of Work & Deliverables given in the tender. If the tenderer's desires to quote with any technical deviations they should specifically quote the deviation in the body of the tender itself under the **Annexure-12 of e-tender only**.

If technical deviations furnished by the Tenderer are not agreeable to MGVCL, the offers may be ignored. However it will be solely at MGVCL discretion to consider the technical deviations OR not for considering the Tenderer. No

correspondences of the Tenderer after opening of the bid will be entertained in this matter.

14. Penalty: The best performance is the essence of the contract. If the performance is not found up to the benchmark, the service providers will be imposed penalties as under:-

- 1) The wrong reading or any calculation error, if detected at subsequent date, shall be penalized @ Rs. 100 per case. The amount shall be detected from the payments in the next month immediately after such detection. The procedure for detecting the wrong reading is explained as under. Generally, the difference of 10 units in actual reading and that taken by agency will be allowed. Any difference, more than 10 units (higher or lower side) will be penalized, for example:-

Case: 1

Date of reading taken by agency	15.03.16
Reading noted by agency	2001
Date of cross verification by MGVCL	17.03.16
Per day Avg. consumption of consumer	2 unit
The reading taken by MGVCL	2006
The actual projected reading of 15.03.06	= 2006 - (2 x 2) = 2002
The difference of Units	=2002-2001 = 1 unit

This difference is within the limit of 10 units. Thus no penalty will be charged for such cases

Case: 2

Date of reading taken by agency	15.03.16
reading noted by agency	2001
Date of cross verification by MGVCL	17.03.16
Per day Avg. consumption of consumer	2 unit
The reading taken by MGVCL	2025
The actual projected reading of 15.03.06	= 2025 - (2 x 2) = 2021
The difference of Units	= 2021 -2001 = 20 unit

This difference is more than limit of 10 units. Thus penalty will be charged for such cases.

- 2) Any irregularities observed in in the work execution will be treated seriously. In case of Any/All following irregularities, a token of Rs. 100 will be recovered for each such bill where a need to issue a revised bill arises.

If such irregularities are more than 1% of total consumers billed in the same month, then the penalty will be 1% of billed amount of the billing cycle or in lump-sum amount of Rs. 20,000 whichever is more.

- a. No Meter reading Taken even though house not locked OR house reachable etc.
- b. Wrong reading taken

- c. House closed/House Locked even though house is not locked.
 - d. “N” Status Bill to consumers even though the premises of the consumer is easily approachable to the meter reader
 - e. If consumer is using power supply , but due to stop meter, unit consumption is not recorded in the meter and meter reader issues ‘0’ consumption bill instead of average bill
 - f. If consumer is using power supply and there is a recorded unit consumption, meter reader issues ‘0’ consumption bill without reaching the consumer’s destination and not handed over to the consumer at site OR even in case the meter installed at the premises of the consumer is easily accessible to the meter reader, but the meter reader issues ‘L’ status bill
 - g. Billing Without Bluetooth printer OR OGSBM/Mobile Device
 - h. Serving bills without use of pre-printed paper rolls
 - i. Reading data not uploaded on real time basis to MGVCL server
 - j. Bill prepared but not served to the consumer
 - k. Master with no bills
 - l. Billing Data in Bill issued to consumers(i.e. bill book data) and Billing data entered/shown in the system are different
 - m. Meter reading not done citing the reason planned shutdown in the Meter reading area/villages and average bills issued. It is agency’s responsibility to confirm regarding Planned Shutdown with concerned Sub-Division officer on daily basis regarding availability of power in particular area/village where meter reading is to be done before reaching the respective area/village.
 - n. Any breach/violation of the contract terms and conditions, scope of work and deliverables of agency etc.
- 3) If it is established that person of agency has deliberately accumulated, the units, then penalty will be levied as per rules and notice will be issued to agency. If such type of default is observed for more than 3 times, in the same sub division, during the contractual period, even after serving the notice, the contract will be terminated without prejudice to other terms & condition of the contract and the remaining work of meter reading will be completed by other agency/agencies at the risk & cost of the original agency, to whom the order is placed by MGVCL.
- 4) Penalty will be charged for Delay in billing program (Cycle Wise and Consumer Wise based on daily bill book basis) by more than 03 days compared to schedule date. Following formula is to be used to calculate the penalty.
- Penalty=0.001 X Delay in Days X {Previous assessment of the same billing cycle of the area affected}
- As per Example: If one area of billing is delayed by Six Days and the assessment of the area is about Rs. 4, 00, 000/- , the penalty will be as under:
- Penalty=0.001 X 3 Days (Six Days - Three Days) X 4, 00, 000
- =Rs. 1200
- 5) If it is established that person of agency has deliberately records wrong reading of meter or no reading of meter, then penalty will be levied as per rules and notice will be issued to agency. If such type of default

is observed for more than 3 times, in the same sub division, during the contractual period, Competent Authority of MGVCL will charge necessary penalty. In case you will fail to deliver, the work will be taken from other Agency at your risk & cost.

- 6) If any authorized representative / manpower of agency are involved in conniving with the consumer / indulged in mal- practice like reversal of meter, bypassing of meter etc. penalty of Rs. 50,000/- will be levied for each such case as a token of penalty.
- 7) Your authorized representative / manpower will not enter into any money transaction with the consumer of MGVCL. He will not accept any bill amount from consumer for payment of customer bill. If any such incidence is observed, then it will be responsibility of the agency to compensate the consumer as well as MGVCL regarding any financial losses suffered from such money transactions.
- 8) You will not be allowed for frequent change of Meter reading personnel. Only Two changes will be permitted during the year. For any subsequent changes a penalty of Rs. 5000/- would be payable, However if found incompetent by MGVCL, the Meter reading personnel will be changed by you.
- 9) In addition to the liquidated damages/penalty as per clauses mentioned above, in case the Hon'ble Gujarat Electricity Regulatory Commission (GERC) or any other court penalizes MGVCL on account of non-compliance of standard of performance with respect to the works executed under this contract, the same penalty / fine shall be the responsibility of the bidder and it shall be deducted from the bidder's bill.

15. Compliance of law:

You will certify that your firm has complied with provision of Industrial & labor laws including PF Act, ESI Act etc. as may be applicable.

You will bear the entire responsibility, liability and risk relating to coverage of work force under different statutory regulations including but not limited to Workman Compensation Act, ESI Act, Factory Act, Contract Labour Act 1970 etc. and any other relevant regulations, as the case may be.

You will be fully responsible for payment of benefits including but not limited to Provident Fund, Bonus, and Retrenchment Compensation. Leave Encashment etc. employed by you as per statutory provisions.

16. Variation in the quantity of scope of work:

The quantity mentioned in Schedule-B can be increased or decreased by 25% during the execution or otherwise on the prorated basis by MGVCL. No Claim For Variation In Quantities of Work Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work actually executed, being either more or less up to any extent than those entered in the tender or less than those entered in the tender or estimate

17. Additional Scope/work:

Any additional work beyond the scope enumerated in the work order above shall be carried out by you only after written confirmation from the signatory of the work order. The Company shall not entertain any claim or increase in the order value due to execution of such additional work beyond the scope defined in the work order. Any such claim shall stand automatically null and void unless accompanied

with a formal amendment to the work order.

18. Important:

- A. This work order is not transferable and under no circumstance, you shall be allowed to sub-contract with any other person/party.
- B. The bidder shall carefully study the work to be carried. The Company will not pay any extra or rate for any reason in case the contractor claims, after acceptance of contract, to have misjudged the site condition.
- C. No deviations from the Terms & Conditions of the Contract & / or Technical Specification stipulated in this Contract shall be permitted & the tenders received with deviations shall summarily be rejected.
- D. The contract or any part thereof shall not be subject to change without the written permission of the Executive Engineer, Division office, Dahod O&M, Madhya Gujarat Vij Company Ltd or his authorized representatives
- E. The notice inviting tender, general instructions to the contractors & all documents of this tender shall form part of the contract.
- F. Company reserves the right to delete any item of Schedule-B for which contractor shall not have any right to claim on this account.
- G. Submissions of tender by a contractor implies that he has read the instructions and condition of contract herein contained and has made himself aware of the scopes and specifications of the work to be done and local conditions and other factors bearing on the execution of the work. He Company will not therefore, after acceptance contractor's rate, pay any extra charge for lead or for any other reason. In case the contract or is found later on, to have misjudged the site conditions.
- H. The tender document shall be written legibly and free from erasure, over writing or conversions of figures. Correction where unavoidable, shall be made by crossing out, initialing, dating and rewriting.
- I. MGVCL reserves the right to cancel any or all the offer / bids or to accept any offer without assigning any reasons. MGVCL reserves the right to place the order by splitting the tender items / quantity by awarding to more than one contractor.

19. Restriction/Termination of Contract:

The MGVCL reserves the right to reduce the quantity of contract quantity without any financial implication. No compensation or financial benefit will be given in case of decrease of the quantity or contract value.

The MGVCL, upon written notice of default to the contractor, shall terminate in the circumstances detailed as under:

- 1. If, in the opinion of the MGVCL, the contractor fails to complete the work specified in the scope of works given in Schedule-B within the time specified for the same in the contract or within the period for extension has been granted by MGVCL to the contractor.
- 2. If, in the opinion of the MGVCL, the contractor fails to comply with any of the other provision of the contract the MGVCL shall also be empowered to

cancel the contract, if any deficiency in work and or bad performance is noticed the work specified in the scope of works given in Schedule -B within the time specified for the same in the contract or within the period for extension has been granted by MGVCL to the contractor.

However, MGVCL reserves the right to terminate this rate contract at any time during its tendency without giving notice of termination or any reasons thereof. The MGVCL may upon such termination complete the work at own or by other agencies at the risk & cost of Agency at the rate quoted by other agency. Suppliers will not be entitled for any compensation / damages / losses, whatsoever, on account of such termination of the contract.

20. Liabilities:

The MGVCL does not accept any responsibility as regards to Factories Act, Workmen Compensation Act, Minimum Wages Act or any other acts or rules, which is concerned with the labors. You will be fully responsible for the persons/labors engaged by you, for any activities to be completed as per scope of this contract.

Necessary payment and liabilities of your manpower will be your responsibility, irrespective of payment received from MGVCL or otherwise.

You will have to submit the list of the persons along with their full permanent address, who are Engaged by you for this project.

The contractor shall indemnify and keep indemnified the MGVCL and every officer and employees of the MGVCL and also Engineer -In-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred in above clauses and elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the MGVCL by any manpower of the contractor or any sub contractor and / or from any liability may arise to any manpower of the contractor or any sub contractor under any laws, rules or regulation having the force of law including but not limited to claims against the owner under employee's compensation Act, 1923. The employee's Provident Act 1952, and / or the contract Labour (Abolition and Regulation) Act 1979. The MGVCL shall not be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the MGVCL against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

21. Force Majeure:

Force Majeure means any circumstances beyond the control of the parties including.

- A. War and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo.
- B. Ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- C. Rebellion, revolution, insurrection, military or usurped power and civil war.
- D. Riot, commotion or disorder, except where solely restricted to manpower of the agency.
- E. Neither party shall be considered to be in default nor in breach of obligation

his obligations under the contract to the extent is that performance of such prevented by any Force Majeure that arise after the circumstances of date of the Notification of Award.

- F. If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.
- G. Upon the occurrence of any circumstances of Force Majeure the agency shall endeavor to continue to perform his obligations under the contract so far as reasonably practicable. The Contractor shall notify the Engineer-in-charge of the steps he proposes to take including any reasonable alternative means for performance, which is not prevented by Force Majeure. The Agency shall not take any such steps unless directed so to do by the engineer-in-charge.
- H. If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the agency may by reason thereof, having been granted an extension of Time for Completion of the works, either party shall be entitled to serve upon the other, 30 days notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall still continue, the contract shall terminate.

22. Billing Pattern/Methodology:

Billing shall be carried out as per directive of DE (O&M), Sub-division office for ensuing billing cycle work. The contractor is bound to complete the work within the specified period for each work given by the DE (O&M), Sub-division office.

Priority of works would be decided by the DE (O&M), Sub-division office and the contractor shall carry out the work within stipulated time as per instructions given by the DE (O&M), Sub-division office,

As per circular No. MGVCL/Accounts/Rev./738 Dt. 30.08.2012, Billing Program of LT Consumers should be completed within 20 days For example: L.T. Consumers whose bi-monthly billing cycle is April-May billed in June, its billing program will commence from 20th May and complete by 10th of June. Billing Program of LT Consumers should be completed within 20 days of standard schedule.

However, MGVCL reserves the right to change the Billing Pattern and Nos. of consumers to be billed at any time. Payment will be made on actual billed consumers verified by sub-division offices.

As confirmed by you in your offer, all tools-tackles and miscellaneous consumables like pre-printed stationary, staple pins etc. required to complete the job/work mentioned in the tender shall have to be borne by you.

23. Contract Agreement: The successful contractor will have to sign an agreement as per the Madhya Gujarat Vij Company's rules on stamped paper & the necessary stamp duty charges shall be borne by the contractor.

24. Confidentiality:

You shall ensure that all materials as well as information which may come into its possession or knowledge in connection with this contract or the performance thereof, whether confidential and proprietary data or not, whose disclosure to or use by third parties may cause damage or loss to the MGVCL, shall at all times be held in strictest confidence. You shall not make use of the same other than for discharging its obligation as per Contract and to release it only to those manpower

who require it for discharging the obligation arising out of the Contract and not to any other party. The vendor shall confirm that appropriate action shall be taken as regards contractor personnel to ensure that the obligation of non-use and non-disclosure of confidential information are fully satisfied.

The contractor personnel will maintain the confidentiality of consumer data of MGVCCL. You will be required to take appropriate actions in respect of his personnel to ensure that obligations of non-use and non-disclosure of confidential information.

In case, there is a breach of confidentiality by the contractor either by its personnel provided on site on behalf of contractor or the contractor himself, the contract shall be terminated without giving any notice or reason. The decision of the bureau shall be final in that case.

25. Accidents:

You shall be liable for and shall indemnify the employer against all losses, expenses, or claims arising in connection with the death or injury to any person employed by the contractors or employee of owner for this work; unless caused by any acts or default of the employer. You shall be liable for and shall indemnify the contractor against all losses, expenses or claims arising in connection there with.

- A. The contractor shall indemnify the Company against any claims which may be made under the workman's compensation Act, 1923, or any statutory modification or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury caused, by fault of contractor & sustained by any workmen or other person on the employment of the contractor . In every case in which by virtue of the provisions of subsection (1) of section 12 of the workman's Compensation Act, 1923, the Company is obliged to pay compensation to a workman employed by the contractor in execution of the work, the Company will recover from the contractor the amount of compensation so paid, and without prejudice to the rights of the Company under subsection 12 of the said Act, such amount will be paid back to the Company in 30 days, failing which the Company will be at liberty to recover such amount of any part thereof by deducting it from the dues by the Company to the contractor under this contract or otherwise. The Company shall not be bound to contract any claim made against either of them under Section 12, subsection (1) of the said Act, except on written request from the contractor & upon his giving to the Company full security for all costs for which the Company might become liable in consequence for entertaining such claims.
- A. The contractor named in the contract shall indemnify the Company against all claims based upon injury or death to any person in the employment of the contractor or sub contractor, or to the third parties under paragraph (a) 2 or condition no.47 to the extent of any sums recovered under the insurance policy.
- B. On occurrence of the accident which result on the death of workman employed by the contractor, which is so serious as to be likely to result in the death of any workman, the contractor shall within 24 hours of happening of such event intimate in writing to the Engineers of the Company the fact of such accidents. The contractor shall indemnify the Company against all loss or damage sustained, by the Comp any resulting directly or indirectly from his failure to give intimation in the manner aforesaid including penalties or fine if any, payable by Company as a consequence of Company's failure, to give notice under workman's compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident.

26. Insurance:

You shall have to insure against liability to Third Parties for any death or personal injury and loss of or damage to any physical property, including your property, other than the works arising out of performance of the contract and occurring before the issue of the last defect liability certificate. Such Insurances shall be effected by you before starting any work at the site & should be valid up to completion or extended period of work completion.

27. Workmen's Compensation Fund and Employers Liability Insurance: -

The contractor shall cover all his manpower under Workmen's Compensation Fund and under the Liability Insurance.

The contractor shall employ adequate number of experienced staff at site for daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible.

Contractor to Indemnify the Company

The contractor shall indemnify and keep indemnified the Company and every officer and employees of the Company and also Engineer-In-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred in above clauses and elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the Company by any manpower of the contractor or any sub-contractor and / or from any liability may arise to any workman / employees of the contractor or any sub-contractor under any laws, rules or regulation having the force of law including but not limited to claims against the owner under workman's compensation Act, 1923. The employee's Provident Act 1952, and / or the contract Labour (Abolition and Regulation) Act 1979. The Company shall not be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the Company against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Workmen's Compensation and Employer's Liability Insurance: - Insurance shall be affected for the entire contractor's for all the contractor's employees engaged in the performance of this contract. If any of the work is sublet to the sub-contractor, the contractor shall require that he or his sub-contractor to provide workmen's compensation and employer's liability insurance for the latter's employees unless such employees recovered under the contractor's insurance.

The Company reserves the right to terminate this rate contract at any time during its tendency without giving notice of termination or any reasons thereof.

The Company will be entitled to deduct directly from the bills, to be paid to the Sub-contractor and Laborers any sum or sums payable by contractor and which sum/sums the Company is required to pay as a principal employer on account of contractor's default in respect of all liabilities referred to in above clauses.

Nothing in the contract document stated shall any wise constitute any workmen/ employees of the contractor or any sub-contractor as or to be workmen/employee of the power, or place obligation or liability in respect of any such workmen/ employee upon the Company.

NOTE: -The prevailing Act at the time of execution of work over and above act specified herein shall be binding to the contractor

28. Industrial Labour Laws

Wages to be paid and time of payment etc. by the Contractor:-

The contractor shall pay minimum wages as prescribed by Labour Department

Person below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 7.00 p.m. to 6.00 a.m. Identity cards as prescribed under the factories Act with photo affixed thereto, the same for identification of labour

29. Contractor Liable for all Damages:

Compensation for all damage done intentionally or unintentionally by contractor's laborer, whether in or beyond the limit of Company's property, shall be estimated by the Engineer In-Charge, or such other office, as he may appoint and the estimate of the Engineer In-Charge, subject to the decision of the Engineer In-Charge, on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation demand, failing which, the same will be recovered from the contractor as damages or deducted by the Engineer in charge from any sums that may be due to or become due from Company to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall also pay any damage and costs that may be awarded by the court if in consequence.

30. Site Visit:

The contractor is advised to visit the site and examine the sub-division consumer base and geographical area, Where in the work is proposed to be carried out and to get himself fully acquainted at his own responsibility for all information that may be necessary for quoting the tender bid and entering in to contract. All cash and liabilities arising out of the site visit shall be at bidder account.

31. Inspection of Works:

The Company's Engineer s or their authorized representatives shall have at all times power to inspect the works, wherever in progress, either on field, on the contractor's premises in connection with this contract. Further, the contractor shall not allow any person other than Company's Engineers or their authorized representatives to the work sites. The contractor shall, during working hours, maintain supervisors of sufficient training & experience to supervise the work as a whole. All orders & directions given to such supervisors or other staff shall be deemed to have been given to the contractor. Further the Company may by due notice, desire a high ranking member of the supervisor staff of the contractor to be present on any specified inspection & the contractor shall comply with such directions.

32. Failure to Execute the Contract:

On failure to execute the order placed on successful bidder, under the terms & conditions set forth therein, to the satisfaction of MGVCL, the contractor will be liable to make good the loss sustained by MGVCL. Under such circumstances, MGVCFailure to execute the contract: On failure to execute the order placed on successful bidder, under the terms & conditions set forth therein, to the satisfaction of MGVCL, the contractor will be liable to make good the loss sustained by MGVCL. Under such circumstances, MGVCL shall cancel the order and forfeit the SD. MGVCL may also go for fresh order on other party at the risk & cost of successful tendered or may carry out departmentally, debiting the cost to the successful bidder / contractor shall cancel the order and forfeit the SD. MGVCL may also go for fresh

order on other party at the risk & cost of successful tendered or may carry out departmentally, debiting the cost to the successful bidder / contractor.

33. Execution program and Co-ordination procedure:

- A. The spot billing work is to be completed in schedule billing program given by the concerned sub-division office, No change is permitted without prior approval. You shall deploy sufficient number of qualified skilled and efficient workmen, supervisors and engineers so as to ensure that the various jobs completed in time. Details of such manpower and other resources shall be provided by you to Engineer-in-charge of sub-division for concurrence and MGVCL reserves the right to ask you to augment additional manpower or resources for ensuring timely completion of all tasks as per the schedule provided by MGVCL to you.
- B. You shall submit to the Company written detailed execution plan with necessary manpower deployment plan under this work order.
- C. You shall finalize with MGVCL within one week from this award a detailed checklist for certification or compliance of all activities detailed in the work order which shall be the basis for processing the payment.
- D. You should not rotate your Meter Reading personnel frequently. In case of unavoidable circumstances, you should inform the MGVCL in writing well in advance about the change of Meter Reading personnel.
- E. You shall submit progress schedules in the form of bar charts, statements &/or reports as may be necessary & directed by the Company's representatives.

In the case of unsatisfactory progress by the contractor not proceeding as per the Scheduled Programme approved by the Company, suitable actions shall be taken in accordance with Clauses No. 3 & 4 of the booklet prescribed by the Company for "Tender & Contract for Works".

34. Deliverables of the Agency

- (A) You shall also prepare and submit (in each month) consumer wise exception reports in support of assigned tasks undertaken and completed as under:
 - 1. Report on tampering and abnormalities as mentioned in Schedule-C.
 - 2. submit the list of meters which are found missing at site, stand shifted from one locations/premises to the other and having different Sr. No. and make than in the database handed over to him by the concerned Sub-Division.
 - 3. Report the cases where extension of power supply has been taken from authorized to another unauthorized premises.
 - 4. Status of the Energy meter i.e. Meter Dead, Sticky, Meter damaged, glass broken, meter burnt, hole in Meter Body, Gap between the Meter Glass, Meter Body to facilitate X-Ray film to interfere with Energy Recording Mechanism, erratic display in case of Electronic Meter, abnormal reading in display etc.
 - 5. Status of service wire whether peeled off or directly tapped etc.
 - 6. Meters without seals, seals tampered
 - 7. Meters without terminal covers
 - 8. Ghost Consumers list (Consumers are existing in the database but actually

not in the field)

9. Electricity is being used without any Energy meter.
10. List of consumer whose route sequences are required to be corrected.
11. Suspected by-passing and/or extension of power
12. Load to be enhanced
13. Category to be changed
14. Disconnected but availing power
15. Meter is running at site but defective in database
16. Meter installed but line not charged
17. List of Consumers whose meter is not read with reason
18. List of Consumers with No Meter

(B) In addition, you shall submit a consolidated report by the 25th day of each month giving therein the details of meter read, not read, abnormalities noticed, remedy required etc. as per prescribed format. The report and numbers of bills billed/consumption etc. should tally with MGVCCL's Billing report called PRT reports.

(C) Immediate implementation of tariff/bill calculation logic/Electricity Duty/other business processes change should be done whenever required in co-ordination with MGVCCL Staff.

35. Default in performance by Agency:

1. In the event that you fail to complete the billing cycle, as per schedule given by MGVCCL, for more than 10 days frequently (more than three times in a span of six months), then you will be liable for termination by MGVCCL.
2. Contractor shall maintain a valid labour license under the Contract Labour (Regulation and Abolition Act) for employing necessary manpower to be required by him. In the absence of such license the contractor shall be liable to be terminated without assigning any reason thereof.
3. If you are not executing the works in accordance with the contract or is neglecting to perform his obligations, the MGVCCL may give notice to you. The notice will be issued on occurrence of any event described hereunder.
 - A. You have failed to comply with any rule/regulation within reasonable time.
 - B. You assign the contract or subcontracts whole of the works or part hereof.
 - C. The contractor/agency becomes bankrupt insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.
 - D. Any other instance, which violate the terms & condition of this detailed work order.

36. Quantity:

The quantities mentioned in the tender Schedule-'A' and Schedule-'B' is only approximate. Actual Nos. of consumers to be billed may increase or decrease according to the billing Programme of ensuing cycle given by DE (O&M), sub-division office. The Company reserves the right of revising or deleting Nos. of the consumers to be billed during the execution of the contract.

37. Goods & Services Tax (GST): MGVCCL GST Registration No. is 24AADCM7439H1ZE

The rates offered shall remain firm and exclusive of Goods & Service Tax as applicable. The amount and rate (%) of GST as applicable should clearly be indicated separately. (GST means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations). Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Contractor. However, any refund received by the contractor on account of GST charged from the Company; such refund shall have to be passed on to the Company, along with interest if any. Such refund along with interest needs to be passed on suo-motu by the contractor. Further, the Company has a right to recover the amount Of GST along with penal interest at the rate of 15% per annum or interest/fees and penalty charged under GST Law, whichever is higher if GST charged is not paid / short paid to the government or failed to upload the details or uploads inaccurate particulars on GSTIN portal by the Contractor within the stipulated time limit.

Scope of Work

(1) Contractor's/Agency's Scope of Work:

[I] ANDROID BASED OGSBM/PDA WITH SIM CARD:

Procurement of Android based OGSBM/PDA as per specifications of MGVCL shall be bidder's job. The Agency shall be responsible for providing adequate numbers of Android based OGSBM/PDA for meter reading to ensure timely submission of accurate meter reading data as per the schedule given by the Company. The quantity of such requirement will be constantly reviewed by the Company and the Company could demand to the Agency to augment the same immediately. The sample Android based OGSBM/PDA should be approved by MGVCL before its use in the field.

The individual Mobile GPRS Connectivity from the ISP (Internet service provider) i.e Vodafone/BSNL/Airtel/Idea/Aircel etc. shall be the Agency's Responsibility, and recurring charges of same to be borne by Agency.

[II] BLUETOOTH IMPACT DOT MATRIX PRINTER:

Procurement of Portable/Attached Bluetooth Impact Dot Matrix Printer as per specifications of MGVCL shall be bidder's job. The Agency shall be responsible for providing adequate numbers of Portable/Attached Bluetooth Printer for printing the Bills to ensure that bills are served along with on spot printing on pre-printed paper rolls at consumer premises. The quantity of such requirement will be constantly reviewed by the Company and the Company could demand to the Agency to augment the same immediately. . The sample Printer should be approved by MGVCL before its use in the field.

[III] PAPER ROLLS:

The procurement of Paper Rolls shall be bidder's job as per the specifications of MGVCL. The sample papers of slips should be approved by MGVCL before its use in the field. Blank Paper rolls is to be used.

[IV] MANPOWER:

- A. All manpower deployed by your firm should be suitably qualified and trained for the job intended to be performed by them.
- B. The bidder should possess adequate trained manpower/personnel suitably qualified and trained for meter reading, data entry and validation, so that all activities are carried out in a highly professional manner.
- C. The manpower should be conversant with local language "Gujarati" in addition, they should have working knowledge of English, Hindi, so as to interact with Consumers.
- D. The deputed manpower should be extremely polite with consumers and should be able to address consumer grievances about bills issued.
- E. You shall provide the ID Cards to the personnel deployed by him/her stating addresses of locations of MGVCL. While on duty, ID card should be hung around his/her neck in such a way that it is easily visible.
- F. MGVCL will carry out independent checks, as required.
- G. Sufficient number of co-coordinators will have to be employed by the agency to ensure smooth working with different offices.
- H. The manpower employed should have dress code/Uniform, and their integrity should not be doubtful.
- I. To wear specified dress by the person employed by you is must and the color

of dress should be mutually agreed upon. While on duty, person employed by you must wear the mutually agreed dress.

- J. Suitable training will be given by the local IT Centers to the representatives of Agency for operation of data entry software and data validation software.
- K. Serious action shall be initiated against the agency if any of the manpower deployed by it misbehaves with any of the consumers or gets into any act, which could hamper the image of MGVCCL.
- L. As far as possible the Bidder shall not change the meter reading staff/ co-ordinator frequently. Any change in meter reading staff/ co-ordinator should be mutually agreed upon and communicated to MGVCCL in writing.
- M. The persons so deputed will conduct in a decent manner all the time. The service providers would be responsible for his/her good conduct, antecedents and any intentional damage caused to MGVCCL by him/her.
- N. The outsourced persons will not involve in any altercation or quarrel with the consumers during billing. He/she will not use any abusive/unparliamentarily/threatening language. His/her behavior should always be courteous.
- O. The outsourced persons of the service provider should ensure that there is no dispute with the consumer with respect to the reading on the energy meter and wherever possible he will show his reading to the consumer. They shall behave with the consumer in decent manner and any legal complication arisen out of misbehavior shall be the full responsibility of the service provider. The outsourced personnel while dealing with the consumers of MGVCCL shall maintain utmost decency. Any ill behavior noted by the Sub-Divisional officer concerned may lead to immediate termination of services of the Contractor.
- P. The personnel would be allowed to work on the project provided him/her performance is of high quality. In case of non-performance, misconduct, misbehavior, doubtful integrity or any other reason, he/she would be taken out of the project and necessary suitable replacement acceptable to MGVCCL will have to be provided by the Contractor immediately.
- Q. Person below the age of 18 years shall not be employed for the work.
- R. The personnel shall not undertake distribution of any other advertisements, pamphlets, etc along with the electricity bills.

[V] CONSUMER METER READING/SPOT BILLING:

- A. The Agency will have to furnish the meter reading Programme along with the name and numbers of meter readers prior to starting the reading in a particular designated area every month.
- B. It is agency's responsibility to confirm regarding Planned Shutdown with concerned Sub-Division officer on daily basis regarding availability of power in particular area/village where meter reading is to be done before reaching the respective area/village.
- C. The scope of work includes meter reading, bill generation through GPRS based device and bill distribution in defined areas of MGVCCL which included urban/rural areas for monthly and bimonthly billing, for LT consumers as mentioned in Schedule-B.
- D. It is proposed to outsource the service of recording of meter readings, bill generation, bill printing and bill distribution of above consumers as per the schedule 'B' attached. These services shall be provided by the service provider as an integrated service, i.e. Consumer meter reading and the firm

should not be allowed to carry out any one service. The consumers indicated in Schedule 'B' are approximate.

- E. Data collection and billing operation in the field, the billing information in the OGSBM/PDA should be updated into the Base Billing system/server for updating master database in ONLINE MODE (Real Time). The information would contain the consumer number, present meter reading, present status of the meter, bill date and time, units consumed, average units, billed amount, due date, disconnection date etc.
- F. In areas where GPRS connectivity is not available, billing is to be continued in OFFLINE MODE. All the Billing Data collected during OFFLINE BILLING are to be uploaded on Server as soon as the GPRS Connectivity is available without fail on the same day.
- G. The meter reading staff shall visit to site as per the billing program schedule and capture meter readings and other observations along with any exceptions/observations with specified codes as per guidelines of MGVCL. Meter faulty, Meter not readable, Seal broken etc. the bidder shall report these exceptions / observations in separate report to respective subdivision/division/circle of MGVCL.
- H. Reading the meters, bill generation, printing & distribution through device & store the same on server as a single activity at the premise of consumer, through OGSBM/PDA. Also, OGSBM/PDA shall have interface with PC/Server for uploading & downloading of data in online mode.
- I. You shall carry out spot billing as per reading & billing schedule provided by MGVCL for all single phase & three phase consumers. You shall deploy & organize the manpower accordingly.
- J. You shall procure/arrange the required number of OGSBM/PDA as per MGVCL requirement. Mobile Device/Operating System/Licenses/GPRS connectivity/SIM rent/Virus Scan etc. shall be in your scope. You shall maintain/update/upgrade all hardware/licenses etc. in consultation with MGVCL during contractual period.
- K. Representative of your firm will enter all abnormalities found at consumers premises into the system e.g. broken meter seal, broken MMB seal, any loose wires, stopped meter etc, as given in Schedule-C. This data shall be uploaded from OGSBM/PDA to PC/Server in real time mode using high level software and on completing a cycle the validation check of data shall be carried out.
- L. You shall take Fool proof measures for ensuring the security of consumer and billing data.
- M. You shall ensure regular and prompt uploading/ downloading/Push up of meter reading data to the MGVCL's billing system/Server. MGVCL reserves the right to amend the meter reading schedule as and when required.
- N. MGVCL shall provide necessary inputs like new connections, disconnections etc time to time.
- O. You shall generate exceptions/observations on these reading with specific codes such as Meter faulty, Meter not readable, Seal broken etc, as mentioned in Schedule-C. You shall report these exceptions/observations in separate report to MGVCL.
- P. You shall keep a proper check on meter reading taken and as a quality checks, you shall take at least 2% random meter reading. The accuracy of meter reading is the responsibility of you and necessary edit and correction shall fall under your scope of work.

- Q. MGVCL shall make available to you, consumer database & other documents like meter books etc, required for uploading the data in the OGSBM/PDA as per reading schedule.
- R. You shall further optimize route sequence to get better productivity.
- S. You shall take innovative measure to improve the meter reading processing and to maximize the revenue earning of MGVCL.
- T. You shall have to submit a report in a form of ledger on the very next days in respect of meter reading work carried out on the previous day without fail.
- U. You shall have to arrange for uniform to its manpower as per mutual agreement, so as to differentiate them from local MGVCL's Staff.
- V. MGVCL would not consider cases of "Address Not Traceable" as a valid excuse for missing meter readings. Unless, the Agency is able to establish its case before the sub-division officer of the concerned stiff penalties would be imposed accordingly.

(2) MGVCL's scope of work:

[I] BILLING SOFTWARE and ANDROID BASED MOBILE APPLICATION:

- A. MGVCL will provide Server Side Web based software having functionalities like billing Data Download/upload to and from mobile device, MIS Reports etc.
- B. MGVCL will provide Android based Mobile Application for Meter Reading and Bill Calculation
- C. In software all possibility include by MGVCL. We provide Agency wise access to each Agency.

[II] SERVER INFRASTRUCTURE:

MGVCL will provide Server for hosting Web based software, Database etc.

[III] NETWORK INFRASTRUCTURE:

MGVCL will provide Network Connectivity for connecting OGSBM/PDA/Mobile devices in the field to MGVCL Server.

The individual Mobile GPRS Connectivity from the ISP (Internet service provider) i.e Vodafone/BSNL/Airtel/Idea/Aircel etc. shall be the Agency's Responsibility, and recurring charges of same to be borne by Agency.

[IV] OTHERS:

- A. MGVCL shall make available to the agency, customer database and other documents like meter books etc. required for uploading the data in the OGSBM/PDA and route sequencing. The Agency shall continue to carry on with meter reading and bill distribution activities using the meter reading books and shall not on any pretext hold up activities for want of any inputs from the Company for carrying out the activities with OGSBM/PDA. However, the agency shall switch over to Meter reading with OGSBM/PDA within 7 days on receipt of required database for uploading the same in the OGSBM/PDA from MGVCL.
- B. The Company shall manage the database for all the customers and any changes shall be communicated to agency on 10th of the month of the meter reading date i.e. billing program by concern Sub Division Office.
- C. MGVCL will carry out independent random checks, as and when required

- D. MGVCL shall take prompt action to render all possible assistance in case consumer denies access to meter.
- E. Cycle wise billing Programme of Sub Division will be provided by MGVCL once and as per scheduled, Billing Programme has to be carried out by Agency. Delay in billing Programme will be penalized.

F. Functional Specifications

1. OGSBM/GPRS or GSM based Mobile Device:

A. GSM with GPRS intelligent modem in-built Multi band/PSTN/CDMA modem to connect remote central server from meter reading of energy meter installations at fields.

B. The OGSBM/PDA shall have the capability to collect and store meter readings at any time of the meter reading route and should be capable of issuing the spot bill. Concurrently it should store/update billing information data at remote server in online real time mode.

C. The Device should provide sufficient “OFFLINE” working capability, so that any unforeseen or unexpected break in GSM/GPRS connectivity does not adversely affect the ongoing billing program and on achieving the connectivity later the same offline served bill must be transferred automatically to server with all relevant information.

D. Device should have security features (i.e. password etc. for authentication) to make it user specific.

E. Consumer’s billing data and other information required for spot billing should seamlessly transfer between the remote server and OGSBM/PDA and vice versa.

F. The device must store billing as well as billed DATA till synchronization with remote server.

G. The device should have camera with capability of fetching clear images. Minimum resolution of the camera should be 5 Megapixels with auto focus.

H. The device should have facility for data transfer/software transfer by GPRS confirming to standard PC/server to communicate for uploading/downloading of billing data from/to OGSBM/PDA in ONLINE MODE.

I. The application software should be connected with API or ODBC, to connect OGSBM/PDA with Remote server through GPRS and send required billing parameters to server. Bill calculation is to be carried out at server side and transmit the printable data to OGSBM/PDA for spot bill printing. In the absence of GPRS connectivity the bill calculations and printing should be carried out by OGSBM/PDA as standalone (OFFLINE) mode and as and when connectivity becomes available, transmit the bill data from OGSBM/PDA to server. Application software should push the bill data from remote server to MGVCL server in real time mode. The Application software should have capability to re-check the offline data sent by OGSBM/PDA, for software version and calculated elements of the bill. If any ambiguity is found, it should be stored in event logs for analysis and effects in next billing. This Application Software will be provided by MGVCL.

J. The instrument should have in built security law to prevent the possibility of manipulation of reading, change of slab system etc, as stated above.

K. The serial numbers of OGSBM/PDA should be software readable to

keep track of meter readers and their associated regions of work.

L. GPS enabled device to track the HHE/OGSBM/PDA movement in field and compare coordinates of locations visited with master data on remote server.

Schedule-A

Descriptions of Work	Approximate Quantity	Estimated Cost (Rs.)
“Outsourcing the services of Meter reading through GPRS based Mobile devices and On Spot bill generation, on spot printing of bills and on spot delivery of bills with your “Manpower, Mobile device, Bluetooth Printer and Stationary” using “Android Mobile Application, Web Based Software and Server/Network infrastructure of MGVCL” for 16 Nos. of men power of Sub divisions of Dahod O&M Division office”	<u>293040</u> Consumers for meter reading for minimum 12 MONTHS requirement (Column-C of Schedule-‘B’)	Rs.23,50,180.80 + Rs.4,21,977.60 Rs.27,72,158.40 (Including GST.)

Schedule: C

Following points are to be noted during the meter reading and consolidated report of the same should be submitted.

Sr.	Observation	Code
1	Faulty Meters	F
2	Metal Meter Box Not at Site	BN
3	Meter Mismatch	MM
4	Box Seal Broken	BS
5	Body Seal Broken	SB
6	Terminal Seal Broken	TB
7	Old Meter	OM
8	Meter at Height	MH
9	Direct Supply	DS
10	Glass Broken	GB
11	Premises Locked	L
12	Digit Not Clear / Visible	DV
13	Permanent Disconnected	X
14	Meter Change	C
15	Round Over	RO
16	Meter Inside	MI
17	Meter down in box	MD
18	Meter Lost	ML