

**\*GENERAL TERMS & CONDITION FOR SPOT METER READING\***

**1. DEFINITION**

- 1.1 The "PGVCL" shall mean **The Executive Engineer, CITY-2 Division Office, Bhavnagar**, PASCHIM GUJARAT VIJ COMPANY LTD., having its corporate office at Nana mava Main Road, Laxminagar, Rajkot. With expression shall unless repugnant to the context include its permitted assigns or successor / authorized representatives.
- 1.2 The "Contractor" / Successful Bidders shall mean the Bidders, whose tender has been accepted by the PGVCL for award of the contract and shall include his authorized representatives.
- 1.3 The "Engineer-in-Charge" shall mean the authorized officer of the PGVCL to act as Engineer-in-Charge to supervise the work – for the purpose of the contract.
- 1.4 The "Specification" shall mean the tender forming a part of the contract along with Performa, schedules and drawings.
- 1.5 The "Order" shall mean the official letter issued by the PGVCL, informing the bidder that his tender has been accepted.
- 1.6 The "Contract" shall mean the agreement to be entered into by the PGVCL with the contractor and shall include the commercial technical and general conditions, schedules, drawings and any other conditions specifically agreed between the parties forming a part of the contract.
- 1.7 The "EMD" shall mean Earnest Money Deposit.
- 1.8 The "Contract Value" shall mean the total amount indicated in the contract agreement as per order placed by the PGVCL and calculated from the quantities indicated in the tender.
- 1.9 The "Completion Period" shall mean the period starting from the date of issue of "Order" and required to complete the work in all respect.
- 1.10 The "Work" shall mean activities to carry out for the entire scope of this Tender.
- 1.11 "Inspector" shall mean the any person nominated by PGVCL from time to time to inspect the works under the contract and/or duly authorized representative of the PGVCL "Letter of Award" shall mean the official notice issued by the PGVCL notifying the contractor that his bid has been accepted.
- 1.12 "Date of Contract" Shall mean the date on which Letter of award has been Issued.
- 1.13 "Month" shall mean the calendar month day or days unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- 1.14 "A Week" shall mean the continuous period of seven days.

**2. Definition of “Similar work” for work of spot billing meter reading :** work of spot monthly/Bimonthly billing at site for consumer premises through GPRS meter power to be provided as and when required.

### **3. IMPORTANT**

- 2.1 Only online submission of all the relevant Documents is allowed. No Offline / Physical submission is required.** Offers in physical form will not be accepted in any case. Bidder has to upload scanned copies of original (Notarized / self-attested copies of original - as specified in this tender) with bid. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF form) remain legible and should not be password protected.
- 2.2 The offer is liable summarily rejected if it contains.
- a) Deviation/Addition/Alternations/Omissions in bidding schedules.
  - b) Deviation and contradictions to the terms and conditions specified in this tender.
- 2.3 Further bidders are requested to submit price – bid (Schedule – B) on-line 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.
- 2.4 Follow all the instructions narrated in this tender document for submission and no any further communication in the matter will be entertained. The Bidders must ensure that all the details are completely filled in their tenders and the information called for is given in totality. A set of complete tender documents is required to be submitted online with duly signed and stamped by authority competent to sign on behalf of bidder on each page as a token of unconditional acceptance to the conditions of various clauses of tender documents. The bidder's bid and the documents attached thereto shall be considered for forming part of the contract documents.
- 2.5 Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to the Executive Engineer, PGVCL, CITY 1 Division Office, Bhavnagar)
- 2.6 PGVCL reserves the right to reject any OR all tenders without assigning any Reasons thereof.
- 2.7 The technical scrutiny committee of PGVCL shall evaluate the technical view of the tender. PGVCL reserves the right to open or not to open the price bid of the bidders on the basis of their past performance of their services.
- 2.8 Incomplete bids, amendments and additions to bids after opening of the bids will be ignored outrightly.
- 2.9 The price bid of those who are technically qualified shall be opened. After technical bid is opened, for modification, if any, all shall be given equal chance.

### **3 INSTRUCTIONS FOR e TENDERING (ON LINE TENDERING) TO BIDDERS**

Bidders willing to participate in tender will have to get themselves registered on website **[www.tender.nprocure.com](http://www.tender.nprocure.com)**

- 3.1 Bidders willing to participate in tender should have valid digital certificate / Digital Signature as per Information technology Act 2000 using which they can sign their electronic bids. Bidders can also procure the same from (n) code solutions, a division of GNFC Ltd., who are licensed certifying authority by Govt. of India.
- 3.2 Download tender Documents from PGVCL web site up to date shown in the tender document.
- 3.3 For details regarding digital certificate and related training the below mentioned address may be contacted  
(n) Code Solution A division of GNFC, 403, GNFC Info Tower, Bodakdev, Ahmedabad 380054.  
  
Tel: +91 26857316/17/18; Fax: +91 79 26857321;40007533  
  
Toll Free No: 1-800-233-1010 Mob: 9327084190; 9898589652, E-mail: [nprocure@ncode.in](mailto:nprocure@ncode.in)
- 3.4 Bidders who already possess valid Digital certificate need not procure a new digital certificate.
- 3.5 Bidders can prepare and edit their offers number of times before tender submission date and time as mentioned in this tender details table no.1. After tender submission date and time, bidder cannot edit their offer submitted in any case. No written or online request in this regard shall be granted.
- 3.6 Bidder shall submit their offer, i.e. Technical Bid as well as price bid in Electronic format on website [www.tender.nprocure.com](http://www.tender.nprocure.com) before the validity period mentioned in tender details Table.
- 3.7 Offers submitted without digitally signed will not be accepted.
- 3.8 Only online submission of all the relevant Documents is allowed. No Offline / Physical submission is require. Offers in physical form will not be accepted in any case.
- 3.9 Following documents are mandatory for the Bidders.
  - Copy of Tender Document duly signed and stamped on each page.
  - Attested Copy of successful work Completion of similar type catagory / Experience certificate.
  - Attested copy of PAN card in the name of bidder.
  - Attested copy of GST
  - Attested copy of document showing P.F. Number obtained by the bidder.
  - Attested copy of Memorandum of Association or partnership deed. (If applicable)
  - Attested copy of power of attorney if any for signing the bid documents. (If applicable)
  - Attested copy of Latest Three Year's Income Tax Return with P & L and Balance sheet.
  - Attested copy of Aadhaar Card.

- RTGS / NEFT original transaction slip / Screenshot of tender fees should be uploaded with the bid online.
- RTGS / NEFT original transaction slip / Screenshot of EMD should be uploaded with the bid online.
- Solvency certificate (20% of tender amount) issued by scheduled/nationalized bank or RBI duly attested.

Bidder has to upload scanned copies of original (Notarized / self-attested copies of original - as specified in this tender) with bid. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF form) remain legible and should not be password protected.

Note: Technical bid without any document out of above will be rejected as well as Disqualify for competition and their's "Price Bid" will not be opened.

### 3.10 Conflict of Interest among Bidders/ Agents:-

A bidder shall not have conflict of interest with other bidders for Particular quoted item. Such conflict of interest can lead to anti-competitive. Practices to the detriment of procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

- a) they have proprietor / partner(s) / Director(s) in common; or
  - b) they receive or have received any direct or indirect subsidy / financial stake from any of them; or
  - c) they have the same legal representative / agent for purposes of this bid; or
  - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
  - e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components / sub-assembly / Assemblies from one bidding manufacturer in more than one bid.
  - f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent / dealer. There can be only one bid from the following:
    1. The principal manufacturer directly or through one Indian agent on his behalf; and Indian/ foreign agent on behalf of only one Principal.
  - g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
  - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister / common business / management units in same / similar line of business.
  - i) Bidder shall not act in contravention / violation to the provisions of competition act, as amended from time to time.
- Every bidder should, at the time of submission of bid; give a declaration, that bidder shall not have conflict of interest with other bidders, as above.

## **SCHEDULE 'A'**

### **TENDER SPECIFICATIONS**

- 1) Bidder has to submit their bid online only with all the relevant Documents. No Offline / Physical submission is require. Offers in physical form will not be accepted in any case."
- 2) The technical scrutiny committee of PGVCL shall evaluate the technical view of the tender. PGVCL reserves the right to open or not to open the price bid of the bidders on the basis of their past performance of their services.

**Incomplete bids, amendments and additions to bids after opening of the bids will be ignored out rightly.**

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

3) **IMPORTANT:-**

All the relevant documents as per requirement of the tender also to be submitted online along with the Tender fee by NEFT/RTGS/UPI on or before due date and time. All such document should be strictly submitted by online only. Otherwise the offer will not be considered and no further communication in the matter will be entertained.

Bank details for payment towards Tender fee/EMD by NEFT/RTGS/UPI

Name	PGVCL, Paschim Gujarat Vij Company Limited
Ac No.	<b>Bank A/C NO:31718250752</b>
IFSC code	<b>Bank SBI IFSC CODE:SBIN0060318</b>

4) **POST TENDER CORRESPONDENCE / ENQUIRIES:-**

Any correspondence or enquiry subsequent to opening of Technical and Commercial bids is not desirable, if the same is indulged into, it will be considered for disqualifying the tender. The tenderer will be required to abstain from pursuing / canvassing the matter, directly or indirectly with any Officers of PGVCL, as otherwise the same would also amount to disqualification of the tender.

5) **JURIDICTION :**

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 i.e. Bhavnagar

- 8) The tenderers should thoroughly read all the following clauses before submitting their tender. The original copy of the tender duly signed on every page, stamped with company's seal must be submitted along with the bid.

- 9) Tender Issuing Authority has reserved the rights to accept or reject any tender without giving any reason
- 10) All prevailing rules of PGVCL regarding works are applicable to vendors which are not mentioned in this tender copy.
- 11) If any matter, public dispute arise between PGVCL and Vendor, Vendor is permitted to represent the matter up to tender issuing authority only and decision of the tender issuing authority will be final and binding to vendor.

## **12) OBJECTIVES:**

It is proposed to start monthly/bi-monthly spot billing work using GPRS based PDA (Personal Digital Assistant) with impact blue tooth printers in all S/dns of CITY 1 Division under Bhavnagar Circle, all logical software for billing, tariff and exceptional reading detection will be lodged along with consumer past billing database. GPRS based PDA equipment will print bill on the spot and these computerized bills will be delivered to consumer at site. All billing data collected in field will be transferred daily/within 24 hours into PGVCL database in required format.

Presently, it is proposed to start spot billing system on bi-monthly / monthly billing basis. On successful completion of two or more billing cycles by the bidder, PGVCL may offer to convert the billing cycle on monthly basis at the same rates and terms and conditions (As per actual requirement). The bidder will be duty bound to accept the same if offered by PGVCL.

PGVCL reserves the right to increase or decrease the number of sub divisions where alternate billing to 100 % billing through outsourcing is required to be carried out which may please be noted and the same will be binding on the bidder as per the terms and conditions of this tender.

The above description is of the initial scope of work

### **• Qualifying requirement of the bidder:**

1. The Bidder should have an experience, with GPRS based PDA of billing work of metering electrical utility in any Government / reputed PSU. The bidder has to produce the experience certificate of satisfactory completion of order from the firm along with copy of the work order. The bidder should not be black-listed / ceased by any subsidiary company of GUVNL.
2. The new Bidders ( new to PGVCL ) shall have to give live demo in real time mode before price bid opening using GPRS in client / Server environments having PGVCL required functionalities in PGVCL area or other power utility functionality having near similar scope of PGVCL. The Price bid of only those bidders shall be opened who will give successful live demo on the above lines to the satisfaction of PGVCL.
3. The new Bidders ( new to PGVCL ) will be required to get the software approved by the IT department of PGVCL / GUVNL within prescribed time limit given by PGVCL before opening of the Price bid and this will be required to be done by the bidder within the stipulated time-limit given by PGVCL after opening of Technical bid. The Price bid of

only those bidders shall be opened who will get the software approved by PGVCL authority.

4. The offer of the Bidders not satisfying the any of the above criteria are likely to be rejected. The Bidder itself should possess the entire qualifying requirement mentioned above. The Bidder shall not allow forming consortium to meet the qualifying requirement. However, in exceptional cases, PGVCL reserves right to accept / reject the bids from any bidder not satisfying the qualifying requirements looking to the other credentials of the bidder.

### **13) SCOPE OF WORK**

#### **The scope of work will include following:**

- I. The spot billing work is to be carried out as per existing route code data available from PGVCL. If any correction is required, same may be done with the approval of engineer in-charge of sub-division.
- II. During preparation of energy bills in route code, if any new consumer is noticed without billing records of PGVCL; separate data is to be furnished immediately or writing in monthly report.
- III. The spot billing work is to be completed in scheduled program given by the concerned Division / sub-division office. No change is permitted without pre-approval. The bidder will engage manpower to visit all consumers of assigned area with GPRS based PDA Equipment. The deployment of the man power will be according to quantum of work and in co-ordination with engineer in charge of the sub division or the division office.
- IV. Representative of the bidder will issue bills created using GPRS based PDA equipment on the spot after taking the meter reading. Bills will be printed on pre printed rolls. The preprinted roll will be provided by the bidder without any extra charge. All prepared bills must be signed by the concerned meter reader with his name in rubber stamp.
- V. Bill printed by such terminals will be attached to pre-printed bills forms supplied by PGVCL.
- VI. Representative of bidder will enter all abnormalities found at consumer's premises into the system i.e. burnt meter, glass broken, MMB / Meter without seal / Tilting meter / no meter box at the site and using of power without meter by consumer. This data should be provided in excel sheet only to sub-division, Division and Circle office. (Guideline for this is attached herewith as "Annexure-A")
- VII. The bidder is expected to give the reports of following type:
  - i. Large variation in consumer consumption i.e. more/less than 30% of average consumption of last three months.
  - ii. Any form of tampers or irregularities in detail.
  - iii. Discrepancies in usage, purpose and tariff amendments.
  - iv. Unbilled consumer's details.
- VIII. All billing data collected through GPRS based PDA terminals during the day will have to be transferred online into PGVCL billing system.
- IX. The bidder is required to submit samples of printouts form by GPRS based PDA terminal along with technical bid.

- X. **The contract shall be awarded item wise.** The period of the contract will be of one year & PGVCL has right to extend the period of contract for further one year with same terms and condition in concurrence with Bidder. As well as, also PGVCL have also right to extend the period of contract for further three months with same terms and condition without concurrence with bidder, in company interest work. Similarly PGVCL has right to terminate the contract without showing any reason with one month notice.
- XI. The quantity mentioned in scheduled – C is approximate. The payment will be made as per actual work carried out.
- XII. The software suitable for PDA for meter reading and spot billing etc. will have to be approved within 20 (Twenty) days from the date of issue of order from I.T. Department of PGVCL/ GUVNL, with tariff structure. On merit, maximum 10 days extension will be granted for valid and proper reason. No further extension will be granted. The decision of PGVCL will be final.
- XIII. During the work of spot billing your employee should have to wear **“IDENTITY CARD”**

## **BIDING PROCESS**

### **Bids are invited in two parts**

- (a) Technical Bid - Only online submission.
- (b) Price Bid - Only online submission.

**Executive Engineer  
PGVCL,CITY-2 Division,  
Bhavnagar**



# **TECHNICAL SPECIFICATION**

## **A. Technical Bid:**

### **1. QUALIFYING REQUIREMENT FROM BIDDER:**

- I. The bidder should have an experience of such type of metering utility ( Electrical/ Telecommunications / Gas / Water meter reading work) with GPRS based PDA billing work in any Government / Semi government / reputed private firm, in bi-monthly billing (in a single financial year) for at least one year or more. The bidder has to produce the experience certificate of satisfactory completion of order from the firm along with copy of the work order. The experience certificate must be signed by the order issuing authority or one rank below the order issuing authority whose orders are enclosed with the tender as supporting evidence of successful completion of work. The bidder should not be black listed / ceased by any subsidiary company of G.U.V.N.L.

### **B. Price Bid:**

**Further bidders are requested to submit price – bid on-line 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.** The bidder must clearly quote their rates in Schedule – B.

### **TERMS AND CONDITIONS:**

The tender should thoroughly read all the following clauses before submitting their tender. The original copy of the commercial terms and conditions duly signed, stamped with company's seal must be submitted along with the bid.

#### **1. PRICE EVALUATION:**

No price preference shall be given on any account. All tenders will be evaluated on firm price end cost basis i.e .Including all taxes, unless otherwise mentioned in the tender documents. The parties however will have to give the detailed break-up of the end cost. If more than one party is to be considered for placement of order, they will have to match their end cost with L-1 end cost, which is technically acceptable. If PGVCL feels that there is a lack of serious competition or any other reasons, PGVCL may negotiate with the L-1 party or re-invite the tender. PGVCL's decision shall be final and binding on all the parties.

#### **2. VALIDITIES OF THE OFFERS:**

The offer will have to be kept valid for a period of 120 days from the date of opening of the tenderer technical bids. In case of finalization of the tender is likely to be delayed, will be asked to extend the same without change in the prices or any terms and condition of the offer. In any change is made, original or during the extended validity period, the offer will be liable for out rejection without entering in to further correspondence in this regard and no reference will also be made.

### 3. PAYMENT TERMS :

Payment will be done on monthly basis. You will have to submit bill at the end of a month for work carried out during the month. Bill will be verified and checked by concern billing staff as per work assigned and approved by Dy. Engineer of concerned sub-division processed for payment as per procedure of P.G.V.C.Ltd. Payment will be made within thirty days of receipt of the bill duly certified and signed by the concerned S/Dn and concerned division office.

### 4. PENALTY:

Event – Delay in Billing	Penalty
<b>Delay in Billing</b>	<p>Penalty will be calculated based on assessment of the consumers for which billing is delayed beyond two days and calculated by formula as under :</p> $\text{Penalty} = 0.01 \times \text{Delay in Days} \times (\text{Assessment of the consumers affected})$ <p>As per example :</p> <p>If consumer billing is delayed by 3 days and the assessment of the area consumers is about Rs. 10,00,000/-, the penalty will be as under:</p> $\text{Penalty} = 0.01 \times 3 \text{ Days} \times \text{Assessment Rs.1000000/-}$ $\text{Penalty} = \text{Rs.30000/-}$ <p>For any abnormalities/issues in billing agency has to inform immediately in writing the reasons which may be responsible for Delay billing from either side. Concerned SA-R &amp; EE may jointly take decision in the matter.</p>

Event – irregularities	Penalty
<b>Wrong Calculation / Wrong reading</b> Any irregularities (Incorrect calculation billing / incorrect rate application not to serve the spot billing at the site etc.) observed in bills issued by a representative / employee will be treated seriously. In case of such irregularities.	Two Times of correct bill amount for any irregularity.
<b>Wrong FLZ, Meter Reading Without Site visit</b> Any irregularities (Less billing / Bill prepared in lock or zero reading without reaching to consumer destination or meter / bill not prepared at site/ bill is prepared in locked status / Zero unit without visit of the site etc.) observed in bills issued by a representative / employee.	Two Times of correct bill amount for any irregularity.
<b>Malpractice</b> If any authorized representative /employee of agency is involved in conniving with the consumers /indulged in mal-practice of any kind.	Penalty of Rs. 3,00,000/- will be levied for each such case as a token of penalty. The above penalty is over and above the losses to the PGVCL if assessment is not

	paid by consumer, which is to be recovered from the concerned agency and legal action will be taken.
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- The person to be engaged / employed by the bidder for billing work should have knowledge of local language and having experience of carrying out the similar type of billing work. Further it should be ensured that the person should not be involved in electricity theft in past. Such persons will have to be produced before the concerned Billing-in-charge and SDO before engaging them and for approval of bio-data along with latest passport size color photograph in prescribed Performa of PGVCL. (The Performa of bio-data is attached herewith as "Annexure-B") Approval of concern billing-In-charge and SDO shall be compulsorily obtained before engaging/employing a person by the party for the billing work. The bio-data copy will be kept at concerned S/Dn of PGVCL as a record of employee. The frequent change of employee is to be avoided. The employee engaged by the bidder should always be with an official I-card issued by the bidder while on duty & should be attached on his/her shirt in such a way so that it is easily visible.
- During preparation of Energy bills in route code, if any new consumer is noticed without billing records of PGVCL; separate data is to be furnished immediately. If data is provided/not provided after 180 days from the connection release date, total bill amount will be recovered from the bidder.
- Not reachable "N" status billing will not be paid any commission & same to be justified by bidder & if justification is not satisfactory subdivision can deduct the penalty of Rs. 100/- per bill.
- All billing data collected through during preparation of energy bills in route code GPRS based PDA terminals during the day into PGVCL billing system.
- The bidder has to report the different types of observation reports as per scope of work. Clause no.20 to Sub-Division, Division falling in which Rs.1000/- will be penalized for each cycle.
- FIR shall be lodged against bidder for any malpractice found & noticed.
- Minimum qualification of the persons engaged in reading work to be HSC pass.

#### 5. **POST TENDER CORRESPONDANCE/ENQUIRIES:**

Any correspondence or enquiry subsequent to opening of technical and commercial bids is not desirable, if the same is indulging in to, it will be considered for disqualifying the tender. The tenderer will be required to abstain from pursuing / canvassing the matter, directly or indirectly with any officer of PGVCL, as otherwise the same would also amount to disqualification of the tender.

#### 6. **SECURITY DEPOSIT:**

(Within 15 days of receipt of intimation of security deposit letter from the CITY -2 Division Office, PGVCL, Bhavnagar, the successful bidder, to whom the work is awarded, shall be required to furnish a security deposit to respective Circle Office, PGVCL, Bhavnagar for an amount equal to 5% (Five percent) of the total contract price towards faithful performance of the contract in accordance with the terms and conditions specified therein. The amount will be paid in bank guarantee or online. The bank guarantee of nationalized bank shall be valid up to 120 days after the completion of the entire contract work period.

**7. IMMEDIATE IMPLEMENTATION OF TARIFF / DATA FORMATE:**

Any changes in the bill, required by officer-in-charge of concerned sub division/Division/circle/corporate office, like Tariff/Tax/Duty/Fuel charge, detail format of consumer etc. should be done on priority basis, and on bidder cost. Delay in billing will be liable for penalty.

**8. COMPLIANCE OF LAW:**

The successful bidder will certify that he has complied with provision of industrial & labor Laws including PF Act; ESI Act etc. may be applicable. **Party must produce all relevant documents / records to be asked by PGVCL at any stage.**

**9. VARIATION IN THE SCOPE OF WORK:**

The scope of work can be increased or decreased by 25% during the execution or otherwise on the prorated basis by the Engineer-in-charge.

**10. FORCE MAJEURE:**

Force Majeure means any circumstances beyond the human control 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 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 employees of the bidder.
- (e) Neither party shall be considered to be in default nor in breach of his obligation under the contract to the extent is that performance of such obligations prevented by any circumstances of force Majeure that arise after the date of the notification of a ward.
- (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 bidder shall endeavor to continue to perform his obligations under the contract so far as reasonably practicable. The bidder 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 bidder shall not take any such steps unless directed to do so by the Engineer-In-Charge.
- (h) If circumstances of force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the bidder may be reason thereof, having 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.

#### **11. PARTY'S DEFAULT:**

- (a) If the bidder is not executing the works in accordance with the contract or is neglecting to perform his obligations, there under, as seriously, to affect the program for carrying out of the works, the concern authority who has issued the work order may give notice to the bidder requiring him to make good such failure or neglected.
- (b) If the bidder:
  - (i) Has failed to comply within a reasonable time.
  - (ii) Assigns the contract or subcontracts the whole of the works without the Engineer-In-Charge's written consent, or
  - (iii) 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.
- (c) The employer shall, as soon as possible after such termination, certify the Value of the works and all sum then due to bidder as at the date of terminal.
- (d) The PGVCL in-Charge shall not be liable to make any further payment to the bidder until the works have been completed. When the works are so complete, the employer shall be entitled to recover from the bidder the extra cost, if any, of completing the work allowing for any sum due to the bidder. If there is no such extra cost the Engineer-In-Charge shall pay any balance due to the bidder.
- (e) The bidder's liabilities shall immediately cease when the employer expels him from the site without prejudice to any liabilities there under that may have already occurred.
- (f) The bidder is fails to complete the billing cycle, as schedule given by PGVCL, for more than 10 days repeatedly (more than three times in a span of one year) is liable for termination of complete work order by the Engineer-in-charge and the bidder shall be put in to "No deal with PGVCL" for period of minimum 18 months from the date of order of no deal.
- (h) If the bidder is not able to complete the work order / part of the work order due to any reason and the work order is forced to close pre-maturely, the Engineer-in-charge will submit the proposal and recommend to put the bidder in "No deal with PGVCL" for period of minimum 36 months from the date of stop dealing order.

#### **12. SETTLEMENT OF DISPUTES:**

- (a) Any disputes or differences arising out of or in connection with the contract shall, to the extent possible, settled amicably between the parties.

- (b) If any dispute or difference of any kind whatsoever shall arise between the Employer and the bidder, arising out of the contract for the performance of the works whether during the progress for the work or after its completion or whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the empowered officer to be appointed by the Employer, who within a period of Thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Employer and the bidder.
- (c) Unless as hereinafter provided, such decision in respect of any matter so Referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to by the bidder who shall proceed with the works with all due diligence, whether he or the Engineer-In-charge required arbitration as hereinafter is provided or not.
- (d) If after the empowered officer has given written notice of his decision to the parties, and no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- (e) In the event of the empowered officer failing to notify his decision as aforesaid within thirty (30) days after being requested aforesaid, or in the event of either the owner or the bidder being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of Thirty (30) days, as the case may be, either party may require that the matter in dispute be referred to arbitration as hereinafter provided.
- (f) All of the above conditions are subject to "Bhavnagar" jurisdiction only.

### **13. INSURANCE:**

The bidder shall insure against liability to third parties for any death or personal injury and loss of or damage to any physical property including the property of the Employer other than the works arising out of the performance of the contract and occurring before the issue of the last defect liability certificate. Such insurance shall be affected before the bidder begins any work on the site. PGVCL is not at all responsible for any type of claim of the bidder or his employee etc.

### **14. ARBITRATION:**

All matters, question, dispute s, differences and / or claims arising out of and / or concerning and / or in connection and / or in consequences or relating to this contract whether or not obligation of either of both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the mutually agreed arbitrator under Indian Arbitration Act 1996. The award of the arbitrator shall be final and binding on the parties to this contract.

### **15. AGREEMENT:**

As per company's rule an agreement on stamp paper of appropriate value is to be done in the prescribed form within 10 days from the receipt of the order. The conditions, specifications, price-schedule and contract work booklet are to be signed by the bidder. The agreement will be done by Executive Engineer of respective division.

**16. SUBMISSION OF BILLS:**

You should have to submit the bills regularly along with relevant documents wherever applicable, to the Deputy Engineer of respective sub-division office under CITY 1 Division Bhavnagar. If you are late or not submitting the bills within time limit, PGVCL is not responsible for late OR non payment of the bills.

**17. TIME LIMIT:**

You have to complete the work of meter reading with GPRS based PDA equipment and spot billing of consumers of various sub-division of CITY 1 Division Bhavnagar circle of PGVCL, as per the program given by Dy. Engineer concerned S/Dn. However, detailed time schedule has to be submitted and decided in advance in consultation with concern sub-division office before starting of the work. Every billing cycle should be completed with 10 days without considering the strength of consumers of respective cycle. The penalty clause will be applicable as per the clause No.4, if the schedule is not maintained.

**18. JURISDICTION:**

All tenders / offers, dispute or difference arising under, but of, or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction of the court, with in whose jurisdiction the acceptance of tender is issued, i.e. Bhavnagar only.

**19. CONDITION OF CONTRACT:**

All conditions of contract enumerated in Tender Form, Booklet of PGVCL for works, technical Specification in Tender Set any further terms and condition mutually agreed upon will form part of this contract.

**20. TIME SHEDULE:**

The commencement period is given for 30 days in a phased manner, which start from the date of issue of this order, in which the initial work like recruitment of staff and training, survey of site, arrangement of office, making list of consumer, development and approval of the software, testing of hand machine etc. to be done. All the sub-divisions allotted will be covered within period of 90 days from the date of issue of order. If bidder is failed to start the work with in specified commencement period, bidder has to submit written submission with genuine reason for extension not more then 15 days & if bidder can not start the work in extended period, the work order will be terminated immediately and bidder has to pay the penalty and legal action will be taken as per terms of work order. The initial work order will be given for twelve months after commencement period. The order can be extended for further twelve month, on the basis of performance from the field offices or concern Executive Engineer. If the tender is gone in favor of the present working spot billing agency, he has to start all spot billing work immediately.

**21. ACCIDENT:**

You shall be liable for and shall indemnify PGVCL against all loses, expenses, or claims arising in connection with the death or injury to any person employed by you of owner for this work, unless caused by any acts or default of the employ. You shall be liable for and shall indemnify the contractor against all losses, expenses or claims arising in connection there with PGVCL are not at all responsible for any type of claim etc.

**22. LEVY OF GOVERNMENT TAXES:**

All the taxes applicable to this order viz. Income Tax; Professional tax, GST etc. will be recovered from your all bills at such rates as may be prevailing at the time of passing the bills.

**23. GENERAL:**

The company reserves the right to carry out meter reading in the event of emergency or otherwise. Unless otherwise specified, you shall abide by all the specifications and terms and conditions of the tender documents. None of the conditions stated in your officer or subsequent letter shall be deemed to be accepted, unless specifically stated herein.

- 24.** The Executive Engineer, City-2 Division Bhavnagar is reserve the rights to reject / accept any tender without giving any reason.

**Executive Engineer  
PGVCL,CITY-2 Division,  
Bhavnagar**



## **ANNEXURE – “ A ”**

### **:- Guidelines for the Spot Billing:-**

1. After completion of PRT 118, bill print process data to be down loaded from e-Urja and uploaded data in sub division office's computer where software is installed.
2. Decide meter-reading program with Spot Billing Agency and cut the bill books and binding cost will be reimbursed at the rate paid by sub-division office to binders, however concerned Circle Head may decide and tender competitive rates from the market for the circle as a whole. The meter readers of Spot Billing Agency are required to be rotated in same Sub Division office each and every month. No any area should be repeated for at least last three billings or actual no of billings in multiple of Meter Readers. It is the Spot Billing Agency's responsibility to collect & send the Bill Books on daily basis after the completion of the Billing.
3. Details of consumers of each book with 119PRT are to be verified jointly (Spot Billing Agency and sub division).
4. The data in the GPRS based PDA Machine of Billing agency are to be uploaded from the computer of subdivision only on daily basis.
5. At the time of collecting data and bill books, details of pre arranged power shutdowns should be inquired and if requires rescheduling of reading for Digital meters may be arranged jointly with Sub Division office. The details of updated meter change entry, list of PDC Consumers (with last reading of meter removal) etc should be collected at the time of collecting data in GPRS based PDA & bill books daily. If once consumer declared PDC and bill served as PDC on the basis of list provided by sub-division found repeatedly in next billing i.e. master not updated as PDC and bill found printed, it has to be informed to the higher office by Spot Billing Agency.
6. Spot Billing Agency verifies consumer number and staple the bill through GPRS based PDA calculated bill to the regular bill being served to the consumers.
7. If the meter reading is clearly visible and previous meter status is not "F" then meter Status "Normal" should be given and bill should be prepared after entering the current reading from the meter. Also it should be noted that the meter identity should be same as in the preprinted bill. (i.e. Meter has not been changed)
8. If the meter is seen but the reading of the meter is not visible by any means the Meter Status "F" should be given and bill should be prepared on the basis of average. Any type of new "F" status in billing should create after consulting with respective sub division in advance.
9. Incase of the Meter is previously declared Faulty and at the time of billing again the meter found "F" than bill should be prepared based on average.

10. If the meter is in the locked premises then second attempt of meter reading should be carried out after minimum duration of the One Hour and another onnext day. If on next day premises found locked then the Meter status "L" is given and there after the bill should be prepared and handed over or / dropped into the consumer premises. Every working day supervisor of the spot billing agency should remain present at sub division from 5 P.M. to 6 P.M. in for solution of consumer grievances.
11. Bills have to be delivered to the consumers/consumer's representative at the place of Meter and no delivery of bills to other premises should be done.
12. Sub-division has to prepare/maintained the control register in below mentioned format on daily basis for the respective cycle.

Bill Date	MR No.	Book No	No. of bills received	No. of bills issued to consumers	Bill amount	No. of Bills not prepared
1	2	3	4	5	6	7
No. of G 41 Records			No. of G11 Records		Recorded / signed by Sub Division office & Spot Billing Agency	
8			9		10	

13. For tiny issues, one representative of Spot Billing Agency should be provided at the H.Q.of Sub Division office so that sub division office can communicate with that representative directly. In spite of request/force etc. from the consumer, Spot Billing Agency do not have to provide any support to the consumer. The consumer may be informed to contact concerned sub-division office only. In the same way, sub division offices will not send any consumer to the Spot Billing Agency.
14. Spot Billing Agency has no authority to modify / alteration in the Bill prepared from the Machine. In the same way, the sub-division office should not insist to the Spot Billing Agency to modify/alter the bill.
15. Hence the sub-division office will rectify the bill and pass the necessary adjustments if required and deemed fit.
16. It should be advised to Spot Billing Agencies not to change the Meter Status "D" and "U" and hence billing should be carried out after inputting the same respectively. This Meter Status has to be changed by the S/Division office.
17. If any Consumers' Premises not found or Meter Not found in the Premises of the Consumer during reading cycle then the same should be reported to the S/Division in the form of "Activity Report" after the completion of the Billing Cycle.
18. In case of open / loose wiring / Short circuited wires near the Meter or in the path of Meter Reading, the same has to be immediately informed to the S/Division Office

in writing by Spot Billing Agency.

19. The work of Spot billing is limited to taking Meter Reading, preparing of bills and providing other details as per original order. Also following details are to be provided in form of activity report in excel sheet.
- ⇒ MMB not found.
  - ⇒ MMB Glass broken.
  - ⇒ MMB Seal not found.
  - ⇒ MMB Seal broken.
  - ⇒ Meter Terminal cover not found.
  - ⇒ Meter Terminal Cover seal not found.
  - ⇒ Meter Glass broken.
  - ⇒ Meter Body Seal broken.
  - ⇒ Meter Burnt.
  - ⇒ Meter Digit not visible.
  - ⇒ Meters dial not rotating.
  - ⇒ Meter Reading figures upset.
  - ⇒ Meter damaged.
  - ⇒ Meter on height.
  - ⇒ Tariff applied is not proper.
  - ⇒ M.D. Overshoot.
  - ⇒ Direct supply.
  - ⇒ Meter found on site but bill not generated.
  - ⇒ Bill generated but Meter not found on site.
20. Route code, Change in Address Line, Meter Number and other details if required to be corrected. It should be informed to Sub Division office by Spot Billing Agency in writing for master modification after completion of the Billing Cycle in form of Input File and if deem fit to Sub Division office, they will correct the master.
21. For Change in the Spot Billing Guidelines, Bhavnagar circle office affirmative confirmation is required
22. The Bills of Spot Billing Agencies should be cleared within stipulated period specified in the order.

**Executive Engineer  
PGVCL,CITY-2 Division,  
Bhavnagar**

**ANNEXURE – “ B ”**

**BIO DATA OF STAFF MEMBER FOR METER READING.  
(Minimum educational qualification is 12<sup>th</sup> pass)**

**Passport  
Size  
Photograph**

**NAME :**

**DATE OF BIRTH :**

**PRESENT ADDRESS :**

**PERMANENT ADDRESS :**

**EDUCATIONAL  
QUALIFICATION :**

**EXPERIENCE :**

**Encl: The certified copy of the educational & experience certificate.**

**Signature with seal of employer**

**Signature of Employee.**

**Signature with seal of  
(CIRLCE / DIVISION AUTHORITY)**