

**Registered Office of NESCO, WESCO & SOUTHCO**

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**Tender Document  
For  
Spot Billing Activity  
In  
NESCO WESCO & SOUTHCO  
(Tender Notification: CSO/19/SB)  
2009-2010  
Date: 10.04.2009  
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**Registered Office of NESCO, WESCO & SOUTHCO**

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## A. INTRODUCTION

The Orissa Discoms (NESCO, WESCO and SOUTHCO), covering around 1, 23,000 Sq.Km. area, are catering to around 18 lakh consumers in 22 districts of Orissa.

To improve the quality of services for existing and prospective customers of NESCO, WESCO & SOUTHCO (hereafter referred to as 'Discoms'), **the Registered Office of NESCO, WESCO & SOUTHCO (here in after referred as CSO)** wishes to outsource the Spot Billing activity in the selected areas of the three discoms to a reputed and well experienced organization with the objective to improve operational efficiency of the distribution system and quality of service to its consumers.

The agency shall be engaged for an initial period of Two years and they shall carryout the specified activities in order to provide efficient services to the electricity customers. Upon successful completion of the work, the contract period may be extended annually for further periods at the discretion of the DISCOMs.

## B. SCOPE OF WORK

The scope of work consists of Meter Reading and Spot billing and replacement of defective meters at the premises of the consumers, through the outsourced agency. The reading of meters and the spot-billing is to be carried out on monthly or bi-monthly basis, as per the schedule given to the Agency by Discoms.

1. The scope of work includes the following:

Meter Reading through hand held device & generation of bills on the spot.

- a) The agency has to procure hand held machines of approved specification, other hardwares and stationery for billing as per requirement.
  - b) Spot meter reading and Bill Generation
  - c) Check meter reading as per sampling plan
  - d) Meter Status report
  - e) Photograph of meter with reading visible every six months.
2. Generating periodical MIS and exception Reports as described in the later part of the document.
  3. The software to be used by the agency should be compatible with DISCOMs Billing System.
  4. Where ever reading data can be down loaded from the meters directly, Meter Reading Instruments should be used.

NB: (i) No bill collection activity should be taken up by the meter-reader.

- (ii) If desired by the DISCOMs, the Spot Billing agency shall be responsible for replacement of defective meters with the new meters issued by the respective Discoms

## **C. QUALIFICATION REQUIREMENT:**

### **C - 1. Technical Qualification:**

1. The bidder should have successfully executed at least 2 (two) similar contracts from utilities in India.
2. Bidder must have provided Meter Reading & Bill Distribution / Spot Billing services for at least one Lac Consumers for a period of one year.
3. Copies of Purchase order / Work Orders should be enclosed along with the bid-document to substantiate the claims.
4. The bidders are required to submit the certificate from the client/Order Copies where they have accomplished similar type of assignment.
5. Bidder must have done Consumer Meter Installation & replacement for at least one Lac Consumers for a period of one year.
6. The bidder must possess class 'A' Electrical license issued by the Electrical Inspectorate of Orissa and has adequate technical knowledge and practical experience. In case the bidder does not have the license, he shall have to arrange the same within 30 days of award of contract.
7. Must be capable of developing solutions like CRM applications to ensure accurate delivery of the services mentioned above.
8. The bidder shall have the required hardware / software tools for carrying out the service. Bidder shall give a brief write-up on the facility i.e. Hardware /software tools, available with them.

### **C - 2. Financial Qualification:**

1. The bidder must have a minimum average annual turnover of Rs 10 Crores during each of the last three financial years. Copies of audited Balance Sheets should be enclosed along with the bid-document to substantiate these requirements. The bidders should be able to produce documentary evidence such as bank solvency certificate, working capital sanction limit, term loans etc. so as to meet at least three months working capital requirement for executing this contract.
2. The bidder must demonstrate that he has access to or having available, required funding at credit or other financial means sufficient to meet the cash flow needed for execution of the project.

### **C - 3. Other Necessary Qualification:**

1. The bidder should ideally have at least 50 employees on their direct payroll. PF/ESI records substantiating this shall be submitted along with the bid.

2. Bidder should not have any past litigation / dispute / un-successful history with NESCO/WESCO/SOUTHCO. Bidders earlier debarred by NESCO/WESCO/SOUTHCO shall be rejected.
3. Bidders should preferably be a company registered in India under the Indian Companies Act of 1956
4. The bidder with valid ISO 9001:2000 certification will be preferred.
5. Consortium with any other company shall not be allowed.
6. The bidder shall comply with statutory obligations like Income Tax, EPF, Service Tax, etc.
7. The Agency shall ensure that deputed personnel are well trained and experienced enough for execution of the contract so that all activities are carried out in a highly professional and sound managerial manner. The bidder shall furnish documents regarding the experience of the key personnel proposed to be employed by him.
8. The bidder shall engage a Project Manager to co-ordinate the day- to-day activities

The above stated requirements are minimum. CSO Bhubaneswar reserves the right to seek any additional requirement at a later stage. CSO also reserves the right to reject/accept the proposal of any bidder without assigning any reason thereof or if in their opinion the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the work.

Mere submission of the proposal will not confer any right for carrying out the mentioned project. CSO reserves the right to reject any or all the applications or stop the process of this proposal at any stage, at its sole discretion without assigning any reason.

#### **D. BIDDING PROCESS**

The short listed vendor shall have to execute all the work as envisaged in the scope of work.

##### **D – 1. Proposed area of Work:**

The proposed area of work together with the deliverables are further elaborated in the following sections.

The number of consumers to be covered under each Discom is as below.

<b>Name of Discom</b>	<b>Name of Circle</b>	<b>Name of Division</b>	<b>No. of Consumer</b>
<b>NESCO</b>	<b>Balasore</b>	BED BALASORE	34752
		CED BALASORE	43594
		BTED BASTA	27745
		JED JALESWAR	35230
	<b>Bhadrak</b>	BNED BHADRAK	61167

		BSED BHADRAK	41969
		SED SORO	62033
	<b>Baripada</b>	BPED BARIPADA	60615
		UED UDALA	22411
		RED RAIRANGPUR	37981
	<b>Jajpur</b>	JAJPUR TOWN	20273
		JAJPUR ROAD	19812
		KEONJHAR	53420
<b>TOTAL</b>			<b>521002</b>
<b>WESCO</b>	<b>Burla</b>	SAMBALPUR	29074
		BARGARH	12904
		JHASUGURA	24567
		BARGARH WEST	8728
		SAMBALPUR EAST	18173
		DEOGARH	4346
	<b>Rourkela</b>	ROURKELA	59394
		SUNDERGARH	6687
		RAJGANGPUR	7862
	<b>Bolangir</b>	BOLANGIR	14146
		TITLAGIRH	10167
		KEED	11721
		KWED	4317
		SONEPUR	3072
		NAUPADA	6301
<b>TOTAL</b>			<b>221459</b>
<b>SOUTHCO</b>	<b>Berhampur</b>	GANJAM NORTH	48673
		ASKA	75314
	<b>Bhanjannagar</b>	BHANJANAGAR	61400
		PHULBANI	20626
	<b>Rayagada</b>	RAYAGADA	33583
		GUNUPUR	17818
		PARLAKHEMUNDI	33460
	<b>Berhampur City</b>	BERHAMPUR I	52493
BERHAMPUR II		47835	
<b>TOTAL</b>			<b>391202</b>
<b>GRAND TOTAL</b>			<b>11,33,663</b>

CSO reserves the right to place order initially for around 50,000 consumers, which may be increased gradually as per performance of the selected bidder. Consumers mentioned above are tentative, however payments shall be made on actual basis.

1. Spot Billing shall be done for all single-phase domestic, commercial; PI customers etc except SI, MI and LI consumers. The Spot Billing Agency will optimize the overall process and ensure quality and time bound results including submission of information to DISCOMs. Bill generation and delivery of bills shall be carried out on the spot using Spot Billing Machines (SBM) which are to be provided by Spot Billing Agency.
2. The meter reading, bill generation and bill distribution, shall be conducted sequentially in optimized routes, preferably as per distribution transformers (DTs). DT cycle-wise binders shall be prepared showing, DT cycle-wise customer's identification. DT wise customers list shall be prepared and the existing cycles shall be redefined and updated information shall be maintained.
3. DTR readings (at the areas where spot billing assignments are running) will be collected and submitted on monthly basis as per the format given below by the agency.

Name of the Feeder	Name of the DTR & Binder No.	Meter No. & Make	I.R	F.R	M.F	Units Advanced

4. The SBMs shall have preloaded billing data, the meter reader shall enter current reading and the instrument shall calculate the bill as per the prevailing tariff structure and print the bill containing various heads of charges and other related information as per DISCOM's authorized format for Energy Bill.
5. The meter reading and the meter status should be recorded in a meter cards (to be kept at customer end) along with customer's signature.
6. The details of irregularities found at the time of meter reading viz., seals tampering, theft, malfunctioning and malpractices adopted by customers should also be recorded. These shall be reported to concerned DISCOM authority from time to time.
7. In case of any short coming noticed in the work i.e. taking wrong reading/status, the Spot Billing Agency will be penalized on this account on receipt of the complaint from the customer or DISCOM's staff after due verification by the Engineer whose decision shall be final.
8. House lock cases have to be minimized (tending to zero) under assigned area of the meter reader. In case of house lock cases (for a particular customer) the Spot Billing Agency should be responsible

- to submit his/her meter reading at the earliest, failing which they have to furnish sufficient reason / details of the case.
9. It is the responsibility of the Spot Billing Agency to make the data available at each division for data updating into the Spot Billing Machines (SBM) on time. The data thus supplied would then be uploaded by DISCOM's own personnel.
  10. It is the responsibility of the Spot Billing Agency to generate all exception reports (as desired by DISCOMs) and inform the concerned authority for necessary action.
  11. The Spot Billing Agency shall maintain adequate data security so that no data of DISCOM can be changed or transferred to anybody without prior approval of DISCOM.
  12. SBM machine Data uploading / downloading to DISCOM's system will be on daily basis unless otherwise mutually agreed.
  13. DISCOMs will make payment as per the customer's correct bill given by the Spot Billing Agency per customer basis.
  14. Spot billing agency should maintain all the requisite resources interms of manpower ,hardwares,softwares and consumable etc at different level.(Sub Division Level)
  15. The basic machine/software specifications shall be as under:-
    - a) Date and time stamp on each bill is mandatory.
    - b) Searching by various modes shall be possible (meter number, route number, serial number of bill, customer number etc.).
    - c) Data shall not be editable after printing of bill.
    - d) Software shall take care of all present and future parameters in bill (fixed charges, energy charges, Arrear charges, Electricity Duty, Meter Rent etc.)
    - e) All or any of the billing parameters as above in bill shall be changeable through software. These software changes shall be centralized.
    - f) MIS data as required by DISCOM shall be generated through software only (automatically).
    - g) Data shall be submitted to DISCOM in text format and also machine-readable format.
  16. All personnel deployed by the Spot Billing Agency should be suitably qualified (i.e. with minimum qualification of matriculation) and trained for the job intended to be performed by them.
  17. The persons to be deputed for meter reading/billing should not be less than 18 years of age.
  18. The personnel should be conversant with the local language (Oriya) and in addition should have working knowledge of English & Hindi and so as to interact with customers.
  19. The deputed personnel should be polite with customers and should be able to address customer grievances about bills issued.

20. It will be mandatory for employees of Spot Billing Agency to display the Identity Card issued by DISCOM.
21. The beat area of persons to be deputed for meter reading/billing shall be rotated frequently i.e. after every 1 or 2 cycles in consultation with DISCOM.
22. DISCOM will carry out independent checks, as required.
23. Sufficient number of coordinators will have to be employed by Spot Billing Agency to ensure smooth working and coordination with different DISCOM offices.

**D - 2. Establishment, Data Compilations and Reports:**

Spot Billing Agency shall set up adequate no. of office establishments with computers, printers, and other office requirements to do the following operation for each allocated Sub Divisions/Divisions/Circles:

1. Spot Billing Agency would have to establish an official set ups at Head Quarter office for the duration of the project with requisite communication facilities with adequate number of staffs for smooth execution of the project.
2. Spot Billing Agency would engage an experienced Project Manager to report to nodal officer from CSO and as well as CEO of DISCOM for regular discussion and up-dation on project status.
3. Data Entry of Billing advices received (Elaboration is required for this scope of activity)
4. Down-loading billing data from billing server at Division/Sub Division level for spot billing.(This should be provided in .txt or mutually agreed format)
5. Up-loading billing data into the spot billing machines for enabling spot billing as per billing schedule
6. Downloading & Merging of data files from Spot Billing Machines on to the base computer system.
7. Performing validation checks to ensure through
  - a) Completion of data
  - b) Correctness of data format
8. Uploading the meter-reading & billing data to the central billing database server at Division/Sub Division Level
9. Generating output reports on the spot billing done
10. Abstract of spot billing information ó Billing Ledger wise
11. Mini ledger showing account ówise basic details of billing done
12. Generating data for Bill Payment Machine
13. Exception Reports - Account wise details to name a few:
  - A. Premises Locked
  - B. Billing not done

- C. Bills above Rs. 5,000/-
  - D. Bills of defective meters
  - E. Bills of meters with seals broken, Glass broken, Meter Burnt
  - F. Bills of Meter Number different at site
  - G. Bills of customers with meter changed in current cycle
  - H. Same reading cases
  - I. PDC / TDC cases
  - J. New Customers ó First time bills
  - K. Theft/malpractices observed
  - L. Wrong Category / Misuse cases
  - M. Fictitious billing cases (Please elaborate the same)
  - N. Ghost consumers cases (existing connections that are never billed)
  - O. Additional Load cases (This should be deleted as consumers may not allow Load Verification at each consumer premises)
  - P. Any other report required during the contract period
14. Bill-Ledger & Report Printing
- a) Downloading data from Central billing server for enabling Bill-Ledger & Reports printing
  - b) Printing of bill ó ledger and output reports.
15. Spot Billing Agency shall use their own software application for monitoring the performance of meter readers and to ensure correctness of issue of bills.
16. Spot Billing Agency shall take photograph of meter with reading clearly visible and submit to the discoms.

**E. INCEPTION REPORT:**

In order to ensure better execution of work in a scientific and managerial way, Agency who has been awarded the contract shall furnish an inception report within 15 days of awarding of contract. The report shall contain the followings

1. Detailed methodology to be adopted to execute the contract in consultation with CSO IT team.
2. Resource to be deployed to execute the contract
3. Detailed list of Inputs to be required from DISCOM
4. Obligations to be completed by the agency for execution of work
5. Time schedule of Various activities
6. Logics and method of Spot Billing
7. List of deliverables and MIS reports

DISCOM on receipt of inception report shall enable the followings

1. Furnish its recommendation for any modification if required. The agency shall then submit the revised reports based on the recommendations from DISCOM for approval within Five days
2. If no communication is received from the DISCOM within the stipulated period from DISCOM, the inception report shall be deemed to be approved and the agency shall start the work accordingly.

**F. DATA STORAGE AND SECURITY:**

1. Transaction file: The transaction file shall contain all of a day's transactions up to the end-of day closure. All transaction after that end of day shall appear in the next day's transaction file. The Spot Billing Agency shall make the transaction file available / up-loaded on the central billing server on the following day. The file shall reside on computer equipment ("Transaction File Server") that is protected from unauthorized access by means of a firewall. DISCOM's access to the files shall be a password protected, 128-bit encrypted, non-degradable, Secure Sockets Layer (SSL), connection.
2. Records/Data Retention: The Spot Billing Agency shall retain authorization logs and transaction records for the entire period of contract. All records shall be kept in accordance with mutually agreed procedures. All procedures shall be in accordance with central, state and local ordinances. Throughout the term of this Contract, DISCOM shall have the right at any time upon ten days prior written notice to inspect Spot Billing Agency's transaction records. Any such inspection shall be made during regular business hours and comply with any reasonable security and confidentiality procedures of the Spot Billing Agency.
3. Availability: The Spot Billing service is to be available at least 99.0% of the defined service delivery time. In case of failure, all damages fees will be as per the penalty defined in Clause 0 below. Service unavailability resulting from loss of network availability shall not be included in service availability calculations unless the network availability loss is caused by any factors beyond the Spot Billing Agency's control, such as natural disasters, IP transit provider, however loss of availability due to end user's portion of the network failure shall not be exempted.
4. The Spot Billing Agency shall describe approach and methodology in:
  1. By assuring and explaining the method needed to prohibit customers from accessing data in possession of the service provider
  2. Application security including:
    - a) Authorization,

- b) Data integrity, determining how to maintain data integrity and users' confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution
  - c) Data confidentiality
3. In transit by providing the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a successful force attack
  4. In storage by ensuring that confidential data in databases from which public data is being extracted will not be compromised,
  5. Application audit trail such as implementing date-time stamp and an audit trail (at least for 1 year) for identifying all security breaches and attempted breaches.
  6. Securing the relevant infrastructure and integrating with existing DISCOM infrastructure security including network perimeter defenses, server security, and data infrastructure security
  7. Refresh or back key on the keyboard should be disabled for all web-based / browser applications.
5. Support: The Spot Billing Service must offer technical support and query resolution through email. There should be single point of contact for any query resolution from Spot Billing Agency's side.
  6. Data Backup: The Spot Billing Agency shall make regular backups of all spot billing transactions related data. The Spot Billing Agency shall make backups available to authorized personnel at the operation centre and/or DISCOM entities upon request.
  7. Maintenance:
    - a) Scheduled Maintenance: Spot Billing Agency shall specify the basis for scheduled maintenance causing / or not causing disruption to provided Spot Billing Service. Disruption of service due to scheduled maintenance is to be excluded from service uptime (availability) calculations provided that DISCOM is notified. Maintenance shall be performed during off-peak hours and the Spot Billing Agency shall always provide advanced notice of scheduled maintenance to DISCOM.
    - b) Emergency Maintenance: Spot Billing Agency shall specify the major reasons for performing emergency maintenance (Example: security related issues). The Spot Billing Agency shall notify immediately the DISCOM regarding the emergency maintenance. Un-notified service unavailability due to emergency maintenance will be included in the service downtime calculations.
  8. Auditing: All Spot Billing Agency records related to spot billing activities with respect to DISCOM or customer shall be available for inspection; auditing and copying by DISCOM or other authorized representatives. Spot Billing Agency shall be acting to correct or remedy any audit results within a time period agreed upon with the DISCOM.

9. **Information Accessibility:** Spot Billing Agency shall provide access to specified information to specified users and administrators authorized by the DISCOM using the service on a timely basis in an accurate, understandable and logical format. Access can be given to a transaction "Log". The details of information in transaction log are to be agreed upon with the DISCOM. Spot Billing Agency shall not provide access of payment information to "any third party" unless mutually agreed to with the DISCOM or requested by legal authority.

### **G. Responsibility Matrix:**

Each Discom will provide the following information:

Identify a Core Team of Officers for the purpose of monitoring the agencies in the conduct of the assignment. The team would be an ideal mix of senior and junior level officers for effective decision making and capacity building (ensuring possibility of skill transfers).

The Core Team will coordinate interactions with Billing/IT departments as well as the Technical departments in the matters of providing necessary data; acquire relevant authorisations and other administrative assistance. The primary information requirements shall be the following.

**Commercial and Revenue Information:** Billing and collection databases of consumers for past.

1. Identify appropriate officers to be responsible for verification and validation of the information/ reports to be submitted by the agency (s);
2. Nominate two staff members for training and knowledge transfer to ensure sustainability of the exercise beyond the contract period.
3. Provide necessary road permits /waybill to the successful bidder as and when required by them.

### **G – 1. The Agency shall:**

Open a temporary co-ordination office at Head Quarter office for the duration of this study, and Submit a Weekly report to the Nodal Officer from CSO as well as the CEO of Discom and identify personnel who can be called for immediate discussions / provide clarifications and decision-making support when needed.

Shall transfer weekly the Billing data to the CSO IT/Billing department in the predefined Format.

The data shall also be available online on daily basis to monitor the progress and exceptions.

The Manpower Matrix to be deployed is enclosed in Annexure ó I.

1. The Agency will have to furnish the meter reading programme along with the name of meter-reader prior to starting the reading in a particular designated area
2. The Agency shall not undertake distribution of any other advertisements, pamphlets, etc along with the electricity bills.
3. The Agency shall be responsible for errors and necessary penalties will be levied for the.
  - a. Number of slippage in schedule ó with respect to both meter-readings and bill-distribution.
  - b. Number of errors in recording readings
  - c. Number of complaints registered against the outsourced Agency personnel by consumers.

4. The Agency shall also specify the particulars of personnel deployed by him.
5. While DISCOMs would welcome the usage of newer technologies such as Digital Cameras for recording meter-readings, it would not be responsible for the extra time and cost involved. Any additional cost for the same should be factored in the Financial Proposal and no separate quote should be provided later by the Agency.
6. The personnel engaged by the Agency shall be deemed always as their employees and the DISCOM is not concerned with their engagement conditions and the remuneration. The Agency should undertake from every personnel an undertaking that they will not claim any benefits from DISCOM at any time and furnish the same to DISCOM before commencing the Contract.
7. The meter readings along with the meter status, nature of premises, status of the service and condition of the seals should be furnished to the concerned for scrutiny. The Agency is responsible for reporting the correct category of the consumer.
8. In case of meter-readings, there will not be any exceptions like -Door lock. In such a case, the Agency is expected to report on a daily basis.
9. Meter readings of a consumer shall be taken on the fixed date as specified and any deviation of meter reading date will attract penalties.
10. The Meter Reader should try to clear all doubts of the consumer on the spot, such as - details about readings, units consumed, etc.
11. In case bills could not be delivered to the consumer premises, the bill-distributor should notify within the same day, along with a satisfactory reason. Otherwise, a penalty would be imposed on the Agency on a per-day basis.
12. One of the main thrusts of Discoms is to detect and reduce Commercial losses in the company. Hence, the Assistance Engineer of the Discoms would be also undertaking the exercise of reconciling the -Energy Input at each 33/11KV Feeder with the -Energy Consumed from that feeder by the LT consumers. Any major deviation between the two might be construed as meter-reading default on part of the Agency or theft/malpractice on part of the Consumers. In such a case, the Agency might be asked to furnish further details about the consumption pattern for a particular Feeder / Distribution Transformer. (The Feeder/ DT wise consumer list shall be provided by CSO )
13. In order to ensure that there are no defaults in the bill-distribution process, Discom would want customer acknowledgements. For every 100 bills distributed, acknowledgement from 10 of them would need to be furnished. This should be undertaken in such a manner that all consumers are covered over a period of 10 months.
14. The Agency shall employ such persons with minimum qualification of -Intermediate pass with working knowledge of electrical meters. They should be, in sufficient number to complete the work within the stipulated time-frame.
15. The Agency shall ensure that the persons working for the agency shall be very courteous to the consumer and also ensure that they shall not enter into any argument with consumer.

16. The Agency shall be required to adopt dress code for the engaged meter-readers & bill distributors under it. The dress code will be specified after due consultation with the Executive Engineer of the concerned Division. Necessary identity cards will be issued to the persons engaged for meter-reading with the countersignature of the concerned Executive Engineer.
17. It is recommended that In-Charge of Agency should perform the 1<sup>st</sup> level of filtration, so as to remove all the trivial cases. Given the volume of data to be inspected, Discom would recommend a team of 15 meter-readers per In-Charge. Hence, depending on the number of consumers and meter-readers, the Agency might have to appoint more than one In-Charge.
18. Discom 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 Assistant Engineer of the concerned staff penalties would be imposed accordingly.
19. During the course of the engagement, Discom not is liable for any injuries occurring to the Agency's staff during meter-reading and bill-distribution. Moreover Discom would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.
20. If the work entrusted is not proper and to the satisfaction of Discom and if there are any complaints from the consumers, penalties would be imposed at the sole discretion of the Executive Engineer of the concerned Division. If the work of the private agency continues to be unsatisfactory, the agreement shall be terminated by giving one month's notice.
21. In case, the Agency desires to discontinue the work from its end, three months advance notice shall be served.
22. Any additional information related to the spot billing required by the Discom should be furnished as instructed from time to time.

#### **H. TIME FRAME FOR THIS EXERCISE:**

The total time frame for this assignment is expected to be started within 45 days from the date of issue of work order/date of signing of the contract with the agency. This includes the ground exercise of preparation of Spot Billing Software.

#### **I. PROPOSAL SUBMISSION AND EVALUATION:**

##### **I – 1. Submission of Bids:**

Subsequent to the identification Sub-divisions/Divisions for Spot billing and after advertisement in newspapers:

The interested parties / vendors / agency are expected to provide their response to this Tender in two parts, namely:

A Technical Proposal, which describes their approach to this engagement, the methodology that they propose to follow, their competencies and skills to carry out this engagement, their credentials on similar work performed, the team that they propose for this engagement and their qualifications to carry out this engagement, and their detailed work plan to start the proposed engagement within the prescribed time period of 45 days.

- B. Financial proposal, which gives the detailed price bid that the agency propose for this engagement, worked out on a per consumer rate, which would enable objective comparison of the financial bids of various parties submitting their bids in reply to this Tender. The per consumer rate can be further broken down into individual components per consumer.
- Spot Billing rate per consumer
  - Meter Replacement Cost per consumer

**Price bid shall be quoted as per Annexure -1**

**I – 2. Deviation from Bid Documents:**

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

**Schedule of Deviations**

SI No.	Bid Document Section Number	Reference Clause Number	Deviation Proposed

The Agency(s) need to submit five (3) printed copies (one original + 2 copies) of their Technical Proposal, and one copy of the financial proposal, in separate sealed envelopes (technical proposals in one sealed cover and the financial bid in a separate envelope). Both these sealed envelopes should be sealed together in a larger envelope.

Earnest Money Deposit of 1% of the total value of the tender in shape of Demand Draft/ Pay Order/ Bank Guarantee in favour of NESCO Ltd., Payable on Bhubaneswar should be enclosed along with the offer. Format for EMD BG is enclosed in Annexure II. Tender without EMD shall not be considered. Payment of Earnest Money by Cheque shall be not be accepted. EMD submitted in the shape of BG shall be valid for a period of 120 days from the date of opening of the price bid.

The Earnest Money Deposit will be forfeited in case successful BIDDER fails to pay security deposit and execute the contract agreement within the prescribed period.

- The schedule of specifications with detail terms & conditions can be obtained from address given below against demand draft of Rs. 5000/- plus 4% VAT, drawn in favour of NESCO Ltd., payable at Bhubaneswar. The tender papers will be issued on all working days upto 02.03.2009.
- The tender documents can also be downloaded from the website [nescoorissa.com](http://nescoorissa.com), [wescoorissa.com](http://wescoorissa.com), and [southcoorissa.com](http://southcoorissa.com).
- In case tender papers are downloaded from the above website, then the bidder has to enclose a demand draft for Rs. 5000/- plus 4% VAT, drawn in favour of NESCO Ltd., payable at Bhubaneswar.
- Last date of submission of tenders will be 27.04.2009 up to 13.00 Hour & the Technical Proposal will be opened on the same date at 16.00 Hours.

5. The Technical Proposal should contain following qualifying attested documents.
  1. Service Tax registration / VAT Registration if applicable.
  2. Credentials as per the Qualifying requirement.
  3. Also submit the following documents as detailed below.
    - a) Company registration Certificate
    - b) PAN No and Last 2 years Income Tax paid Certificate.
6. The BIDDER shall be deemed to have studied the specifications and all other documents attached to the bid documents on his having filled in the tender.
7. The BIDDER on award of the contract will have to pay a **SECURITY DEPOSIT** at the rate of 10% of the value of contract for 2 years by means of Bank Guarantee for the same value in the prescribed format, which shall be attached with the Work Order.
8. Tenders that do not fulfill any or all the conditions or are found incomplete in any respect are liable for rejection.
9. The Discom reserves the right to accept or reject any part or all tenders without assigning any reasons.
10. The rates quoted shall remain open/ valid up to 6 months from the date of tender opening.
11. Income tax, Works Contract Tax and Service Tax at appropriate rate will be deducted from the successful BIDDERS invoice at the prevailing rates and applicable surcharges thereon of the gross value of the bill as per instructions laid down in Government of India Notification unless the necessary exemption certificate from the income tax or other department authorized for the purpose in produced will in time.
12. The BIDDER on placement of the work order enumerating the contract conditions shall within the prescribed period have to execute a written agreement on the prescribe standard form as per DISCOM's Rules. The regular stamp fees etc. necessary for completing the agreement shall have to be borne by the BIDDER.
13. No tender will be considered for accepted unless it is accompanied by the latest income tax paid certificate of last two years, Pan Card No. issued by the competent authority in favour of BIDDER and photocopies are attached with tender.
14. The jurisdiction of work is Nesco, Southco & Wesco.

### **I – 3. Pre-bid conference:**

It is proposed to have a pre-bid conference at the Central Services office, Bhubaneswar on 20.04.2009 at 11:30 AM. The interested parties can send an authorised representative for the pre-bid conference with due written authorisation. The authorised representatives would be free to seek clarifications to the Tender and other terms and conditions contained in this document during the pre-bid conference. However, the Nodal officers and / or their authorised representative(s) would make all possible efforts to respond to the queries or clarifications sought.

#### **I – 4. Evaluation of Technical and Financial bids:**

The CSO reserve the right to call any or all of the bidders who have submitted proposals forward for presentations or negotiations on specific points in the proposals submitted in order to satisfy the selection and/or its "value for money" criteria.

The CSO is not bound to accept the lowest or any Proposal and reserve the right to accept any Proposal in whole or in part and to reject any or all Proposals without assigning any reason thereof and to contract on any of the terms offered or on different terms.

The CSO reserves the right to award the complete order to single party or distribute it.

The Party quoting lowest for the Spot billing activity shall be have to match the lowest price of meter replacement and will have to execute the contract for all areas as per the decision of CSO.

#### **I – 5. Deadline for submission of proposals:**

The completed technical and commercial proposals must be received by 1.00 PM on 27.04.2009 and should be held valid for 4 months from the date of opening of the price bid. Proposals received in the Central Services Office after the due time and date will be returned to you unopened.

#### **J. CONTACT DETAILS:**

Proposals, along with all queries or clarifications during the bid process should be addressed to:

**Jasdev S Soni / S. K Sarangi**  
**Central Services Office,**  
N1/22, IRC Village, Nayapalli  
Bhubaneswar ó 751 015, ORISSA.  
Tel: 91 (674) 255 8737  
Fax: 91 (674) 255 8343  
Email: [jasdev.soni@gmail.com](mailto:jasdev.soni@gmail.com), [susantasarangi@sify.com](mailto:susantasarangi@sify.com)  
**Mobile: 9338465350 , 9337646022**

Any query in connection with this Tender document, prior to the award of contract should be submitted in the first instance to the Designated Officer nominated above. At discretion of the CSO, the nature of the query and the response will be notified to all bidders without disclosure of the initiator.

On no account prior to the award of contract, should the bidders contact or communicate directly with any other representative of the three Discoms involved in work concerning this contract, other than as agreed with the Designated Officer in Para J above. Failure to comply with this requirement may result in the disqualification of your organisation from this competition.

#### **K. CONFLICT OF INTEREST:**

The invited bidders must disclose in their proposal details of any circumstances, including personal, financial and business activities, which will or might give rise to a conflict of interest if they were awarded this contract. Bidders should also state how they intend to avoid potential conflicts. The M.D reserve the right to reject any Proposal which in their opinion gives rise or could potentially give rise to a conflict of interest.

**L. LEGAL:**

1. Bidder will indemnify DISCOM against any liability or damages by way of compensation arising from any accident to person or property of persons in the Bidder employment.
2. Bidder shall indemnify DISCOM against any liability or damages by way of compensation arising from any accident to any other person related to or unrelated to Bidder or DISCOM.
3. Bidder shall bear the entire responsibility, liability and risk relating to coverage of work force under different statutory regulations including but not limited to Workmen Compensation Act, ESI Act, Factory Act, Contract Labour Act 1970, etc. and any other relevant regulations, as the case may be.
4. Bidder shall be fully responsible for payment of benefits including but not limited to Provident Fund, Bonus, Retrenchment Compensation, Leave Encashment, etc. as per statutory provisions.
5. Necessary payment and liabilities shall be the responsibility of Bidder irrespective of payment received from DISCOM or otherwise.
6. Payment of all taxes and dues applicable during the tenure of the contract payable to government or local authorities in respect of these works shall be the responsibility of Bidder. A copy of the statutory records shall be provided on a monthly basis to the Discom.

**M. FORCE MAJURE:**

If at any time during the continuation of contract, the performance in whole or in part is prevented or delayed by reasons of any war, hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, strike, lockouts or acts of God (Herein after referred to as events), then provide notice and adequate proof, is given within 21 days from the date of occurrence, therefore the provisions of delay may not be evoked by the Discom, provided further that the service under the contact shall be resumed., as soon as practicable after such event(s) has /have ceased to exist and the decisions of the CSO as to whether, the services have been so resumed or not, shall be final and conclusive.

**N. TERMS OF PAYMENT:**

1. The agency shall furnish the monthly bills with respect to consumers billed. The agency shall be paid within 30 days from the date of submission of invoices.
2. For meter replacement , the agency needs to submit Bank guarantee of the equivalent of the meters issued from stores and kept in stock with them
3. The agency shall raise the bills for the meters replaced only after entering the details of old meter and new meters in the Meter Management system of Discoms, also the old meter is returned to stores.
4. 100% payment shall be released within 30 days of submission of bills for meter replacement.

The terms of payment are detailed herein, on fulfilment of the following:

ÉAcceptance of Letter of Award

ÉSubmission of unconditional bank guarantee, which shall be kept till completion of work

#### O. PENALTY AND INCENTIVES:

Following are the penalties for deficiencies in meter-reading and bill-distribution and spot billing.

1. Errors in recording readings and Spot billing = Rs 100 per wrong entry or the amount of revenue leakage found which ever is higher.
2. Delay in consumer reading = Rs 10 per consumer per day
3. Delay in submission of data and MIS reports = Rs 100 per day
4. Missing bills = Rs 100 per bill
5. Delay in delivery of bills = Rs 50 per bill per day
6. Non-availability of data for updation into Discom Billing System = Rs 5,000 upto 3 days and Rs 10,000 beyond 3 days .
7. Missing bill-acknowledgments = Rs 100 for every missing 1% out of 10% acknowledgements desired in a month
8. Lost I-Cards = Rs 100 per card

Please note the following:-

1. If there is any loss to the company on account of under meter-reading or other causes, the entire loss would be claimed from the Agency, in addition to other steps that would be taken by the company against the Agency
2. Please note that the above penalties are applicable for the first instance of default only. In case the Agency is found to be guilty of committing errors/deficiencies for a second time, then the penalties on the sample inspection will be **extrapolated for the entire set of consumers** allocated to that particular Agency .Not Acceptable as this is a manpower driven exercise.
3. All penalties would be deducted from the monthly-bill payment made to the Agency.
4. The Executive Engineer of the concerned Divisional Office is the competent authority to decide on the imposition of penalties as per the prevailing conditions after receiving inputs from billing team. If the Agency feels aggrieved even then, then it can approach the CSO for adjudication.
5. The verdict of the CSO would be deemed as final and binding from Discoms
6. In order to bring all unauthorized/hooking consumers into the billing folder and to motivate the agency, the agencies shall be paid Rs. 50/- per consumer (one time payment only) on detection and regularization of the Consumers in the billing fold.
7. The company will be appointing another agency and/or may carry out technique sampling verification of its own. In case there is any error/unbiased data found more than the tolerance level, than the company reserves the right to reduce the fee per consumer by 50% on the total assignment value.
8. The error toleration level shall be and the sample size shall be intimated to the agency.

**The selected agency shall be suitably rewarded for achieving efficiency in the AT&C loss levels. The terms and conditions shall be negotiated at the time of award of contract. The bidders may however, submit their proposals of any such incentive schemes proposed by them.**

**P. Dispute Resolution:**

In case of any disputes regarding measurement quantities, scope of work and interpretation of any clause in this contract order, the decision of Project In charge, Discom shall be final and binding.

**Q. ARBITRATION:**

This agreement is subject to arbitration as per the laws applicable in the state of Orissa. The arbitration chosen shall be from a panel of arbitrators approved by the High Court of Orissa.

**R. Jurisdiction of Contract:**

The laws applicable to this Agreement shall be the laws in force in India. The courts of Discom city /state shall have exclusive jurisdiction in all matters arising under or on account of this Agreement proceeding between the parties thereto.

**Annexure - I**

Price bid shall be quoted as follows

Bidder has to specify the area for which he is quoting.

<b>Sl.</b>	<b>Description</b>	<b>Unit</b>	<b>Rate (Rs)</b>	<b>Rate in Word (Rs)</b>
1	Meter Reading Spot Billing and Bill Distribution	Per customer per bill		
2	Installation of New meters in the place of defective/no meter at customer premises and handing over defective ones to DISCOM	Per customer		

The price quoted should be inclusive of all taxes

**Annexure - II**

**FORMAT FOR EMD**

*(To be issued in a Non Judicial Stamp Paper of Rs. 50/- purchased in the name of the bank)*

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch name and address], having our registered office at [address of the registered office of the bank] (hereinafter called "the Bank"), are bound unto North Eastern Electricity Company of Orissa Ltd., with its Registered Office at Plot N1/22, Nayapalli, Bhubaneswar 751 015, (hereinafter called "the Purchaser") in the sum of Rs \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders/ GENERAL CONDITIONS.;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that is its demand the purchaser will note that amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(signature of the bank)

Signature of the witness

**Annexure – III**

**TECHNICAL SPECIFICATION FOR  
INSTALLATION OF SINGLE PHASE METER WITH BOX**

## **1.0 SCOPE:**

- 1.1 Scope of work covers installation of meter with box and replacement of existing defective energy meters with the new electronic energy meters with boxes supplied by the Discoms.
- 1.2 It is not the intent to specify completely here in all the details of the installation of the meters. However, the work of installation shall conform in all respect to high standard skilled workmanship and shall be capable to perform in continuous commercial operation in manner acceptable to the Engineer's representative, who will interpret in totality the work of installation of the meters and he has the power to reject any work of material which, in his judgment is not in accordance therewith.

## **2.0 CONTRACTORS'S RESPONSIBILITIES :**

### **2.1 Site Office**

Contractor shall establish an office in the area awarded with the contact facilities and contact person in the office, for receiving and commissioning instructions from/to Engineer's representative. The office shall be established within 30 days before commencement of work.

### **2.2 Materials to be procured by the contractor :**

The contractor shall be responsible to arrange material like PVC Tape, GI / Steel screws, washer & plastic sleeve (Gitty) for fixing of meter and meter box, any other material required for installation, which is not under the scope of materials to be provided by the Engineer's representative.

The contractor shall quote the rates for the works mentioned in the bill of quantities, taking the above materials into account, or any other material contractor may think would be required to complete the work.

### **2.3 Coordination with the Engineer :**

- (i) The contractor shall install meter area wise. All single phase meters shall be replaced in sweeping manner. The contractor shall deploy their teams accordingly.
- (ii) The contractor shall also report progress of the work on weekly basis in compiled form to the Engineer's representative, as per agreed reporting format.
- (iii) The monitoring of the progress of work and removal of bottlenecks shall be done in the meeting to be held fortnightly, between contractor & Engineer's representative. The disputes, if any arising out during the contract, shall be sorted out in this meeting.
- (iv) The contractor at all times during the progress of the contract will use its best endeavours to prevent any unlawful or disorderly conduct or behavior by or amongst its employees and personnel of its sub-contractors.

## **3.0 SUPPORT FROM ENGINEER/ENGINEER'S REPRESENTATIVE.**

- (i) Engineer's representative shall depute one authorized person from staff of Electricity Test Division of respective area with the numbers of gangs as mutually agreed between Engineer's representative and contractor. This staff shall accompany the gangs and shall be responsible

- for issuance of meter sealing certificate at the site, after filling the complete details of old and new meters. This staff helps the gangs for guiding them about the details of the locality where the work will be going on.
- (ii) The Engineer's representative shall ensure that authorized staff of respective areas are accompanied daily at the fixed time with contractor's gangs and shall ensure providing of sending alternate arrangements for sending some other staff with the gang, in case nominated official remains absent due to some reasons.
  - (iii) Engineer's representative shall provide complete list of consumers along with their addresses, service connection number, meter number etc., to the contractor along with the work order.

### 3.1 **Identity Cards :**

The Engineer's representative shall arrange to issue a photo identity card to contractor's employee, so that the contractor's employees could work at the site along with the Identity card. The contractor shall provide a complete list of all the persons along with two photographs, to the Engineer's representative, 15 days before the start of work, for the purpose of issuance of Identity Card.

### 4.0 **WORKING METHODOLOGY :**

Detailed procedure and methods of every items of work mentioned in the scope of work is described in the following clauses. Contractor shall follow these in consultation with Engineer's representative.

#### 4.1 **Installation of electronic meter along with meter box :**

The work of Installation electronic meter consists of following steps

(a) **Issuance of meters and meter boxes:**

The Engineer's representative will issue the electronic meters along with the meter boxes. These materials shall be issued at the respective store of Electricity Test Division. Meters issued from the respective test divisions shall be installed only in the area of respective test divisions. The contractor will nominate the persons for receiving the meters and meter boxes and inform about them in writing, to the Engineer's representative. Engineer's representative will issue a certificate of authorization to the persons authorized for receiving the material.

(b) **Transportation of man and material to the site:**

The contractor shall arrange to transport all the material, received as above to the site where installation work is to be done along with the persons and tool kit so as to make them fully independent to work at the site. The contractor has to arrange the mode of transport for this works as per the bid requirement of key and critical equipment. It will be complete responsibility of the contractor for making availability of the vehicles, drivers, fact etc. The contractor shall be responsible for making alternate arrangement due to non-availability of any of the above viz. driver, vehicle etc.

(c) **Removal of old meter and box & installation of new meter and box:**

At consumer's premises, the contractor's person shall first check the existing meter and match with allotted list for replacement after that disconnect the line side and load side cables from the existing old meter. After disconnection of cables, the old meter shall be removed from the existing old meter box or from the wooden board after removal of meter, the new meter box shall be installed on it. For fixing the new meter box, four number holes (as per drawing of the box) shall be drilled on the wall or the wooden board, as the case may be. After preparation of holes, plastic sockets (gullies) shall be grouted in the holes and new meter box shall be fixed in position with the help of steel screws.

After fixing of the meter box, electronic meter shall be fixed at the appropriate place in the box with the help of steel screws. Finally the cable connections shall be done in proper phase sequence as per the connection diagram of the meter. Cable ends must be tightened so as to ensure that no connection remains loose at the meter terminal block.

After completion of above steps of work, meter should be checked for working conditions. If the meter installed is not working i.e., there is no change in meter reading; another meter shall be installed and checked in the manner described above. The non-functioning meters shall be returned to the issuing authority with proper report, specifying the meter number, the date of issue and the defect/malfunction appearing in the meter. If the meter installed is found working, the meter terminal blocks and meter box shall be sealed with the seals issued to the contractor. The sealing method and the type and number of seals shall be done as per the written instruction of Engineer's representative. The required seals will be provided by Discoms.

Finally a sealing certificate shall be filled and issued to the consumer at site, by the contractor's supervisor/staff of Engineer's representative clearly mentioning all the details of old as well as new meter in the prescribed format of sealing certificate. This certificate shall be signed by Engineer's representative, contractor's person and consumer. The contractor shall keep a separate record of meters replaced and installed along with seal numbers in a format developed by contractor in consultation with the Engineer's representative. This data shall be stored in contractor's computer in MS Excel files or Oracle database file or as mutually agreed between the contractor and engineer. The contractor shall provide and update above files (prints and soft copies) to Engineer/ Engineer's representative as demanded by them.

(d) **Site Condition Report:**

The site condition of the selected consumers may be improper because of (1) no. space for installation of new meter boxes, (2) disputed site, (3) consumer's objection (4) non availability of power/ shutdown etc., due to which installation of meter may not be possible also due to defective/ undersized cable/ jointed cables, needing replacement. A separate site reports shall therefore be made jointly with Engineer's representative and submitted to the consumers along with its shortcomings.

(e) **The scope of work does not cover supply & laying of service cable.** If cable found to be short in length/cut/ joint, a separate report shall be made & report to Engineer's representative.

The discom reserve the right to ask the contractor to take overall responsibility starting from receiving meters new meters from stores, installation, sealing and to returning the old meter to stores and entering the Meter Change report in the meter management system of Discom.

Further details shall be mutually decided on finalization of contract