



MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

TERMS OF REFERENCE

RFP No. : MSEDCL/IT/2010-11/2

RFP for Providing Mobile Payment & SMS services to MSEDCL.

OFFICE OF CHIEF GENERAL MANAGER (IT)
MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LTD.
4th FLOOR, PRAKASHGAD, PLOT NO.G-9.
BANDRA (EAST),
MUMBAI – 400051.

Last Date of submission : 22 / 12 / 2010
Time : 15:00 Hrs.

Date of opening : 22 /12 / 2010
Time : 16:00 Hrs.

Phone : 022- 26581001
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1 INVITATION FOR BID

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

RFP FOR PROVIDING MOBILE PAYMENT & SMS SERVICES TO MSEDCL

[LOCAL COMPETITIVE BID]

**Chief General Manager (IT)
Prakashgad, 4th Floor,
Plot No. G-9,
Bandra (E),
Mumbai – 400 051**

RFP NO: <MSEDCL/IT/2010-11/2 >

Nature of work:

Providing Mobile Payment & SMS services to Maharashtra State Electricity Distribution Co. Ltd, for a period of three years.

This bid document is issued to:

M/s. _____

Please note:

1.0 Proposals are invited by Maharashtra State Electricity Distribution Company Limited for providing Mobile Payment & SMS services to MSEDCL.

2.0 Scope of Work:

Providing Mobile Payment & SMS services to Maharashtra State Electricity Distribution Co. Ltd, for a period of three years.

3.0 This document is not transferable. Though enough care has been taken while issuing these documents, bidder should satisfy him/herself that documents are complete. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any bidder 4 days prior to submission of tender then it is considered that the bidder has received the documents complete in all respect.

4.0 RFP No. <MSEDCL/IT/2010-11/2>

Document Issue Date:	<9.12.2010>
Pre-bid Conference:	<15.12.2010>
Due Date & Time for Submission of Bid:	<22.12.2010 : 15.00 Hrs>
Bid Opening Date and Time:	<22.12.2010 : 16.00 Hrs>

5.0 The qualifying requirements are as under:

The bidder shall provide satisfactory evidence that:

- The Bidder can be a company or corporation. However bidder may choose partner or align with other service provider to meet the full requirement of Request for Proposal (RFP). In the event a bidder presupposes the involvement of partner, proposal must detail the responsibilities of partner involved. However the Bidder will fully responsible for successful completion of the entire project.
- The Bidder should be in existence for the last 5 years in the areas of SMS Service Providing / Mobile Service Providing.
- The Bidder should have successfully implemented / implementing SMS Services solution / Mobile Payment Service solution to at least one Power Utility / Telecom

Company / Bank in India OR successfully implemented / implementing SMS Services solution / Mobile Phone Service solution to at least two Power Utilities / Telecom Companies / Banks across the world.

- All the relevant certificates indicating the satisfactory performance shall be submitted from the Projects where they have implemented or implementing the solution.
- The bidder should have a Turnover of above Rupees 5 Crores in each of the last two Financial Years and should be profitable in each of the year. The Companies Auditor should certify the same.
- The Solution should be PCI DSS / PA DSS compliant. The certification to that effect is required to be submitted.
- The application should be listed on PCI DSS web site.

6.0 The bidder shall have to submit list of Bank tie-ups for payments.

7.0 The bidder shall be required to submit a document, detailing the features of the application along with process flow.

8.0 The bidder shall be required to give a demo of the proposed solution.

9.0 The bidder shall be required to keep his offer valid for acceptance for at least 180 days from the date of bid opening.

10.0 The bidders shall be required to submit Bid security of Rs. 25,000/- (Rupees Twenty Five Thousands only), along with the bid; if not submitted already. The bidder should ensure that the Bank Guarantee submitted by the bidder, as Bid Security (Earnest Money Deposit), is valid for at least 210 days from the date of bid opening.

11.0 The price of BID document Rs. 1000.00 /- in the form of DD in favour of MSEDCL, payable at Mumbai is also to be paid while submitting the BID.

12.0 Bid should be enclosed in an envelope, which should be sealed and super scribed as “Proposal for Mobile Payment & SMS Services for MSEDCL”.

13.0 Any further information if required by the prospective bidder in respect of the bid document may be obtained from IT section between 14:00 hrs to 16:00 hrs on working days.

14.0 The company does not bind itself to accept the lowest or any of the Bids. The company reserves the right to reject any bids or all bids without assigning any reasons.

2 PROJECT OVERVIEW

2.1 Background

The new Electricity Act of 2003 and a Maharashtra State Govt. G.R. No. ELA-1003/P.K 8588/Bhag-2/Urja-5 dated 24.01.2005 led to the restructuring of Maharashtra State Electricity Board into 4 Companies w. e. f. 06.06.2005. These Companies were registered with Company Registrar, Mumbai on 31.05.2005. The entity responsible for distribution is the “Maharashtra State Electricity Distribution Company Limited (MSEDCL)”.

MSEDCL provides power distribution services to 1.75 Crore plus consumers. The consumers are broadly divided in two categories – High tesnsion (HT) consumers and Low Tension (LT) consumers. HT consumers are 15000 in no.s while remaining are LT consumers. 1.10 crore consumers are billed on monthly basis and remaining consumers are billed on bi-monthly / quarterly basis. All LT consumers can view their bills on MSEDCL’s website on the day the bills are generated. These consumers can pay the bills on-line at MSEDCL’s website.

2.2 Business Objective

This segment broadly outlines the desired objectives to be achieved by MSEDCL through these initiatives:

- Mobile Payments – A very convenient way of paying the electricity bills for the consumer of MSEDCL using mobile handset.
- Push SMS services – MSEDCL consumer will receive alerts about
 - Details of Latest electricity bill issued
 - Notices of Un-paid bills
 - Payment acknowledgements
- An overall step towards making MSEDCL
 - More customer friendly
 - Better organized and more efficient-operationally & economically
 - Transparent

2.3 Proposed Plan

In order to bring in an IT culture and bring about an end-to-end automation of all the business processes, MSEDCL has taken numerous initiatives to implement IT Systems and Infrastructure through various IT initiatives. These are the existing initiatives in place and at various stages of implementation.

As an effort to achieve the above highlighted objectives, MSEDCL wishes to offer, its consumers following services-

- Payment of his / her electricity bills using mobile phones
- Send alert SMS to consumer regarding
 - His / her electricity bill due, with details like Due Date of payment, prompt payment discounts if paid well in advance, late payment charges etc.
 - Un-paid dues details so as to avoid dis-connection of supply

3 INSTRUCTION TO BIDDERS

3.1 Intent of Bid Specifications

1. The intent of this specification is to enter into single contract covering completely the scope of work specified in the accompanied specification forming completely coordinated and engineered package, all in accordance with the specifications as detailed out in the various sections of this bid document.
2. The bid should be enclosed in a sealed envelope, super scribed as "Proposal for Mobile Payment & SMS Services to MSEDCL".
3. Bids not covering the entire scope of work as detailed in the Bid Specification will be treated as non-responsive and hence rejected.
4. However, MSEDCL reserves the right to split the scope in any number of contracts/bidders.

3.2 Qualification Requirement of Bid

5. The bidder must meet the qualification criteria as defined as follows. In case of consortium, the principal bidder (alone) should meet the criteria mentioned below.

The bidder shall provide satisfactory evidence that:

- The Bidder can be a company or corporation. However bidder may choose partner or align with other service provider to meet the full requirement of Request for Proposal (RFP). In the event a bidder presupposes the involvement of partner, proposal must detail the responsibilities of partner involved. However the Bidder will fully responsible for successful completion of the entire project.
- The Bidder should be in existence for the last 5 years in the areas of Mobile Payment & SMS Services.
- The Bidder should have successfully implemented / implementing Mobile Payment & SMS service solution in at least one Power Utility / Telecom Company / Bank in

India OR successfully implemented / implementing SMS Services solution / Mobile Phone Service solution to at least two Power Utilities / Telecom Companies / Banks across the world.

- All the relevant certificates indicating the satisfactory performance shall be submitted from the Projects where they have implemented or implementing the solution.
- The bidder should have a Turnover of above Rupees 5 Crores in each of the last two Financial Years and should be profitable in each of the year. The Companies Auditor should certify the same.
- The bidder should have PCI DSS / PA DSS compliance certification.
- The solution should follow all Statutory / Govt. / RBI guidelines, in force during the contract period, related to mobile payments.

3.3 Time Schedule

6. The Vendor is required to commission the application within 7 (seven) days from Letter of Intent and is required to adhere to this time schedule.

3.4 Contents of the Bid

Tender Fee

A Non Refundable Tender Fee of Rs. 1000 (Rupees One Thousand Only) shall be furnished only by way of Demand Draft drawn in favor of Maharashtra State Electricity Distribution Co. Ltd., payable at Mumbai. Any Bid submitted without attachment of demand draft shall be considered as non-responsive and shall be rejected.

Bid Security(EMD)

- The bid must be accompanied with Bid Security for an amount equal to Indian Rs. 25,000/- (Rupees Twenty Five Thousands only) for covering the

entire scope of work. The bid security shall be denominated in Indian Rupees only. In case of Consortium/Joint Venture, the joint partner shall furnish bid security for an amount equivalent to 25% of tender-wise total bid security amount. The remaining 75% amount of the total bid security shall be submitted by the Lead Partner.

- The bid security shall, at the bidder's option, be in the form of a demand draft or an unconditional Bank Guarantee from any Nationalized / Scheduled Bank in favor of the Employer, payable at Mumbai. The format of the Bank guarantee shall be in accordance with the sample form of bid security as per **Annexure 3** other formats may be permitted, subject to the prior approval of the Owner.
- Any tender not accompanied by the requisite Earnest Money Deposit (EMD) shall be rejected and shall not be considered for evaluation.
- The bid security of the successful bidder shall be returned after (i) acceptance of LOA by the bidder and (ii) the contract performance security is furnished by the bidder and accepted by the owner.
- Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but in any case within one month beyond the validity of the bid.
- No interest shall be payable by the owner on the above bid security.
- MSEDCL will not entertain any request for adjusting the EMD from the tenderer's due/running bills or from the EMD/Security Deposit of any other tender participated by the tenderer.
- Offers received without Tender Fee and EMD are liable for rejection.

Confirmation on submission of documents & Mandatory requirements

- A summary sheet confirming whether the all documents/requirements have been met along with page reference to where in the Bid have compliance to these requirements which have been described / included should be furnished by the bidder(**Refer Annexure # 1**):

- Compliance with mandatory requirements listed in Appendix # 1 with respect to the offered solution being proposed along with supporting documents.

Bid Details

These should contain-

- Relevant Experience of the Bidder
- Profile of the Bidder
- Proposed solution, features of application with process flow
- PCI DSS / PA DSS Compliance certification
- Signed copy of Tender Document (all pages including annexure, forms and appendixes to be signed & stamped)
- Audited annual accounts including balance sheets and other financial statements for the three (3) financial years (FY 2008, 2009, 2010)
- The Price Bid should be submitted as per the format given in **Annexure # 4**.

3.5 Bid Documents

7. The bidder is expected to examine all forms, terms and specifications in the bid documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of his bid.
8. The Bidder shall bear all costs associated with the preparation and submission of the bids. The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim against the Owner for rejection of its bid or if the Owner may elect to withdraw the invitation to bid. The Owner shall always be at liberty to reject or accept any bid or bids at its sole discretion and any such action shall not be called into question and the Bidder shall have no claim in that regard against the Owner. The owner is not bound to give any reasons for the rejection of the bid.

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9. The Bidder shall note the following:
- A. Bid documents are not transferable.
 - B. Not more than one bid for the work shall be submitted by one Bidder or one firm of Bidders.
 - c. If the bidder submits more than one bid, by way of submitting bid under the name of firm and submits another bid as a joint venture partner or have interest or participation in more than one bid, in such eventuality, all the bids are liable for rejection. The bidder in his own interest should ensure to submit only one bid.
 - d. If the Bidder deliberately gives wrong information in his bid to create circumstances for the acceptance of its bid, the Owner reserves the right to reject such bid and/or cancel the order if placed.
 - e. Bid documents submitted by the Bidder shall become the property of the Owner and the Owner shall have no obligation to return the same to the Bidder.
 - f. Bid must cover the entire scope of work (as a full package) as specified in this tender document.
 - G. Bid covering partial scope of work shall not be acceptable.
10. Bidder to inform himself fully:
- a. The Bidder shall make independent enquiry and satisfy himself as to all the required information, inputs, conditions and circumstances and factors which may have any effect on its bid price and also on the execution of work covered under these specifications and documents. In assessing the bid it is deemed that the Bidder has inspected and examined the site conditions and its surroundings, examined the laws and regulations in force in India, the transportation facilities available, the conditions of roads, bridges, ports, etc. for unloading and/or transporting heavy pieces of material and to have based its equipment size and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the execution of the works as specified in these bid specification.

- b. In their own interest, the Bidders are requested to familiarize themselves with the Income Tax Act, the Companies Act, the Customs Act and all other related acts and laws prevalent in India. The Owner shall not entertain any request for clarifications from the Bidders regarding such local laws and the conditions. However, the owner shall direct the bidder from where to obtain such assistance provided the request for such assistance is received well in advance. However, non-receipt of such information shall not be a reason for the bidder to request for extension in opening date of the bid. The Bidder shall understand and agree that before submission of its bid all such factors, as generally brought out above, have been fully investigated and considered while submitting the bid. No claim for financial adjustment to the contract awarded under this specification and documents shall be entertained by the owner. The Owner shall also not permit any change in time schedule or any financial adjustment arising thereof which are based on lack of clear information for such site conditions, laws and regulations and other related information and/or its effect on the price quoted in the bid.
- c. Availability of Acts & Regulations: The various acts and regulations referred in these documents are normally available for sale on the following address:

Deputy controller

Public Department, Govt. of India, New Delhi, 110006, INDIA

OR

With leading authorized book sellers

3.6 Interpretation of Bid Documents

11. If any Bidder finds discrepancies or omissions in the Bid Specification and documents or is in doubt as to the true meaning of any part of the bid document or scope of work to be executed, he shall at once submit a written request in English language for clarification or interpretation of the doubt in question. Such request should reach the owner not later than 4 days prior to the date set for submission of the bids. This written request shall be submitted in triplicate to the Owner on the following address:

Chief General Manager (IT)

Maharashtra State Electricity Distribution Co. Ltd.

“Prakashgad”, 4th floor, Plot no. G-9,

Bandra (East), Mumbai 400 051 (INDIA)

12. Appropriate interpretation shall be given in the form of a supplementary notice without identifying the source to all the Bidders who have purchased the bid document. The Owner shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 4 days (four) prior to the deadline for submission of bids prescribed by the Owner. Written copy of owner's response (including an explanation of the query without identifying the source of enquiry) will be sent to all prospective bidders who have purchased bidding documents. However, no oral or other interpretation shall be considered as binding on Owner. Copies of such clarification or notice received by the Bidder shall be included as an appendix to its bid.

3.7 Amendment of Bidding Documents

13. At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
14. The amendment shall be published on the website www.mahadiscom.in and shall be binding on the bidders.
15. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at its discretion, extend the deadline for the submission of bids.

3.8 Language of the Bid

16. All information given in the bid shall be in English language. Information in any other language shall be accompanied by its translation in English. Failure to comply with this requirement may disqualify the bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.

3.9 Preparation of the Bid

17. All bids shall be prepared by typing or printing with indelible ink. One original proposal and two copies of the original proposal shall be submitted by each Bidder. The bids submitted and the documents attached thereto shall be considered as forming a part of the contract document.
18. If there is any discrepancy between the original and the copy of the proposal, the original shall be taken as authentic.
19. The Bidder must state in its bid an address at which notice may be served validly upon it. All such notices shall be deemed to have been served validly which are left at such address or if sent by post shall be deemed to have arrived in due course. Any change of address must be notified to the Owner and until such notification is received, the Owner shall not be bound to take notice of any change of address and all correspondence sent to earlier address shall be deemed to be validly served on the Bidder.

3.10 Confirmation to Be Given By the Bidder

20. Any amount or amounts, which may become due and payable by the Contractor under this contract, may be deducted by the Owner from any amount due or becoming due by him to the Contractor under any other contract.

3.11 Bid Price

21. The bidder shall indicate on appropriate Price Schedule attached to these documents, bid prices for the scope of work as defined in this document in the format given in "Annexure 4 – Schedule of Price Bid". Prices defined, quoted anywhere else in the proposal and not mentioned in prescribed format shall result in rejection of the bid.
22. The bidders separation of price components in accordance with above will be solely for the purpose of facilitating the payment purpose only.

3.12 Taxes & Duties

23. The bidder should quote his price inclusive of all taxes and duties. Thus there shall be no additional liability on account of any taxes, duties or any variation thereof on the owner on account of this contract.

24. The estimated cost of VAT and Service Taxes chargeable to the Owner by the Contractor, wherever applicable, shall be shown separately in the Bidder's quotation, but will not be taken into consideration during evaluation. The Owner will pay the cost of Service Taxes due to the Government at their actual cost during execution. As regards MVAT, the Bidders should note that the Owner will reimburse MVAT on the cost of procurements to the contractor at actual prevailing rate or 4% (four percent), whichever is less, on the value of the goods which are procured in Maharashtra, by debiting their account as and when contractor raises the invoices for completed Works giving details of such goods sold to the Owner.

Refer to the notification by Government of Maharashtra "Government order for exemption of tax on Sales to Government Department Notification No.VAT-1505/192/Taxation-1, dated the 28th July 2006".

25. The Bidders should note that bidder's liability towards the Central Sales Tax shall be limited @ 2% against issuance of "C" Form by MSEDCL to the contractor w.e.f 1st April 2007. The MSEDCL being registered dealer, the concept of a "subsequent sale" by a registered dealer to another registered dealer shall be applicable as per Section 6(2) (b) of the Central Sales Tax Act, 1956. Thus the provisions of the "subsequent sale" under the following provision would be exempted from tax provided the contractor directly endorses or transfers title to the goods brought by him (if he is not a manufacturer) from outside the state of Maharashtra to MSEDCL. The title should be transferred by the endorsement of the delivery documents (lorry receipt/railway receipt/etc) in favour of MSEDCL. It should also be noted that MSEDCL would give a "C" form to the contractor.

As per the provisions enumerated above Central Sales tax the contractor would raise an invoice on MSEDCL charging no tax stating clearly in the invoice "Sales under section 6(2) (b) of the Central Sales Tax Act, 1956-against "C" form.

26. The Bidders should note while bidding that, the Owner will discharge its Service Tax liability by availing the most beneficial cost advantage under the appropriate general Exemption and Notifications of Service Tax.

27. The bidder should also note that the Owner will discharge its tax liability under the most beneficial scheme for availing the maximum cost advantage. Bidder should therefore take any VAT and/or Service Tax refund / rebate to which they may be legally entitled into consideration while offering their quoted rates / prices.
28. Introduction/upward variation in taxes if any applicable after opening of price bid/revised price/revision in price as the case may be (based on which the order on contract shall be placed) shall be reimbursed by the OWNER subject to production of necessary documents by the Bidder. Similarly withdrawal/downward revision in variation in taxes shall be adjusted in the price quoted and benefit shall be passed to the OWNER. Fresh taxes & levies, if any, as may be applicable on this contract, shall be reimbursable against documentary proof to be submitted by the Bidder. The bidder has to consider all taxes & duties applicable on this contract. Any omission, or non-inclusion, either declared or not declared, of any taxes and duties that are applicable at the time of submission of price bid/revised price bid /revision in prices shall not be considered as a reason for reimbursement of such taxes and duties at a later date.
29. During tenure of the contract if any new taxes/duties/levies etc. are imposed or rates undergo changes, as notified by the Government and become applicable to the subject works, the same shall be reimbursed by the Owner on production of documentary evidence in respect of payment of the same. Similarly, benefits accruing to agency on account of withdrawal/reduction in any existing taxes and duties shall be passed on to the Owner.
30. Variation in excise duty, sales tax and sales tax on works contract tax after opening the Price Schedule and/or revised Price Schedule as the case may be (based on which the order on Contract shall be placed) shall be reimbursed by the Owner subject to production of necessary documentary evidence by the Contractor at the time of submission of bill. Similarly withdrawal/ downward revision in excise duty and sales tax shall be adjusted in the price quoted and benefit shall be passed to Owner. However if the Work is delayed for the reasons attributable to the Owner and extension of the Time for Completion is granted, variation in Taxes and Duties enacted during Contractual

completion/execution period, the adjustment in contract price shall be allowed within the extended period of the Contract. Similarly, if the Work is delayed for the reasons attributable to the Contractor, variations in Taxes and Duties will not be paid.

31. The Contractor shall bear and pay all the liabilities in respect of non-observance of all legal requirements as per various statutory provisions.
32. The adjustment in the Contract Price towards imposition of new taxes or abrogation of existing taxes shall be applicable only if the new tax is enacted or existing tax is abrogated within Contractual delivery/execution period. For any variation due to enactment of new tax or abrogation of existing tax after Contractual delivery / execution period, adjustment in the Contract Price shall not apply.
33. All formalities required under statutes, for availing any concessions under relevant tax laws shall be adhered to by the Bidder.
34. Recovery at source towards income tax calculated at the rate prescribed from time to time under the Income Tax Act 1961 and other relevant sections of Income Tax Act shall be made from the bills of the Bidder and the amount so recovered shall be deposited with the Income Tax Department. Necessary TDS certificate to this effect will be issued to the Bidder in the prescribed pro-forma.
35. If any other taxes / duties are to be recovered at source as per government regulations from time to time the same shall be recovered from the bills payable to the Bidder. Necessary receipt to this effect will be issued to the Bidder in this regard.
36. As per the new TDS provision (Tax deducted at source) income tax is to be deducted at source as per the rules. Further, if applicable, work contract tax under Maharashtra Works Contract Tax (re-enacted) Act 1989, shall be deducted at the rate prevailing during the validity of the contract on all payment made by the owner to the contractor.

3.13 Price Basis & Payments

37. The Bidders shall quote, in their proposal, price for the entire scope of the works as required in the Bid Proposal Sheets on firm price basis. A bid submitted with price variation shall be summarily rejected. Bidders quoting a system of pricing other than that so specified run the risk of rejection.

38. The price shall be quoted in Indian Rupees only.

3.14 Format & Signing Of Bid

39. The Bid must contain the name, residence and place of business of the person or persons submitting the bid and must be signed and sealed by the Bidder with his usual signature. The names of persons signing the bid should also be typed or printed below the signature. All pages of Bid, drawings and other documents shall be initialed at the lower right hand corner with ink only and signed where required by the bidder.

40. The Bid by a partnership firm must be furnished with full names of partners and be signed with the partnership name followed by the signature and designation of the authorized representative(s). A bid submitted by a person who affixes to his signature the word President, Managing Director, Secretary, Agent or other designation without disclosing his principle shall be rejected.

41. Bids submitted by Corporation, Companies must be signed with legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to submit the bid on behalf of such Corporation/company in the matter.

42. Satisfactory evidence of the person signing on behalf of the bidder shall be furnished with the bid. The bidder's name stated on the proposal shall be the exact legal name of the firm.

43. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the persons signing the bid.

44. Bids not conforming to the above requirements may be disqualified.

3.15 Bid Security (Earnest Money)

45. The bid must be accompanied with Bid Security for an amount equal to Indian Rs. 25,000/- (Rupees Twenty Five Thousands only) for covering the entire scope of work. The bid security shall be denominated in Indian Rupees only.

46. The bid security shall be denominated in one of the following forms:

- a) A bank guarantee or irrevocable letter of credit issued by a scheduled bank acceptable to the owner in the form provided in the bidding documents or any other form acceptable to the owner and valid for 30 days beyond the validity of the bid.
- b) A cashier's cheque, certified cheque, demand draft or cash in favour of MSEDCL payable at Mumbai.
- c) Any tender not accompanied by the requisite Earnest Money Deposit (EMD) shall be rejected and shall not be considered for evaluation.
47. The Earnest Money Deposit in the form of Bank Guarantee shall be submitted by even those bidders who have furnished a Bank guarantee of Rs. 25,000/ (Rs. Twenty Five Thousands only) to the Stores Wing of the Owner failing which tenders shall be rejected.
48. The bid security of the successful bidder shall be returned after (i) acceptance of LOA by the bidder and (ii) the contract performance security is furnished by the bidder and accepted by the owner.
49. Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but in any case within one month beyond the validity of the bid.
50. The bid security may be forfeited, if a bidder withdraws his bid during the period of bid validity.
51. In the case of a successful bidder, the bid security shall be forfeited if the bidder fails to furnish contract performance security.
52. No interest shall be payable by the owner on the above bid security.

3.16 Period of Validity of Bids

53. The bids shall remain valid for 180 days from the date of bid opening prescribed by the owner. A bid valid for a shorter period may be rejected by the owner as non-responsive.
54. In exceptional circumstances, the owner may solicit the bidder's consent for an extension of the period of validity. The request and the response thereafter shall be in writing. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be permitted to modify his bid. The bid security furnished by the bidder shall also be suitably extended.

3.17 Pre-Bid Conference

55. Pre-Bid conference will be held in Conference Hall No – 1, Prakashgad, 6th Floor on 15.12.2010 at 15.00 Hrs. The bidders will get themselves satisfied regarding the scope of work etc during this conference.

3.18 Submission of Bids

56. The Bid should be sealed and super scribed as “Proposal for providing Mobile Payment & SMS services to MSEDCL”.

57. The Bidders shall submit one original and two copies of the Bid in sealed cover. The bid must cover full scope of work as detailed in the specifications along with all other details and schedules, duly filled and signed. The bid security shall be submitted in a separate sealed cover along with the bid.

58. The original, the copies of the bid and bid security shall be separately sealed in an inner envelope and addressed to the Owner at the following address:

Chief General Manager (IT)

Maharashtra State Electricity Distribution Co. Ltd.

“Prakashgad”, 4th floor,

Plot no. G-9,

Bandra (East),

Mumbai 400 051 (INDIA)

This should then be put and sealed in an outer envelope and again addressed to the owner on the above address. The outer envelope should bear the following:

- a) Name of work as "Proposal for providing Mobile Payment & SMS Services to MSEDCL “.
- b) RFP no. <MSEDCL/IT/2010-11/2>
- c) Do not open before ----- (i.e. due date of time of bid opening)
- d) Name and address of the bidder.

The inner envelope shall indicate the name and address of the Bidder to enable the bids to be returned unopened in case it is received late.

59. If the outer envelope is not sealed and not marked as per this requirement the Owner will assume no responsibility for the Bid's misplacement or premature opening.

3.19 Deadline for Submission of Bids

60. The Bids accompanied by the Bid Security must be received by the Owner at the address specified not later than the date and time specified by the Owner.

61. The Bidder has the option of sending his bid by registered post or submitting the bid in person so as to reach the owner at the designated address by the time and date stipulated by the owner. Bids submitted by telegram/telex shall not be considered under any circumstances. The owner shall not be responsible for any delay in receipt of the bids.

62. The Owner may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Owner and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.20 Late Bids

63. Any bid received by the owner after the deadline for submission of the bids stipulated by the Owner shall not be opened and will be returned to the Bidder.

3.21 Modification and Withdrawal Of Bids

64. The Bidder may modify or withdraw its bid after the bid submission, provided that written notice of the withdrawal or modification indicating the modification therein is received by the owner prior to the dead line prescribed for submission of bids.

65. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as instructed in this tender document. A withdrawal notice may also be sent by a fax or E-mail to be followed by a signed confirmation copy, which should be received by the Owner not later than the deadline for submission of bids.

66. No bid can be withdrawn during the interval between the deadline for submission of bids and the expirations of the period of bid validity specified by the Bidder on the bid form.

Withdrawal of a bid during this interval may result in the forfeiture of bidders' bid security.

3.22 Bid Opening

67. The Owner shall open the bids at its office located at the address mentioned below:

Chief General Manager (IT)

Maharashtra State Electricity Distribution Co. Ltd.

“Prakashgad”,

Bandra (East), Mumbai 400 051 (INDIA)

68. The date and time for the bid opening shall be as indicated in Invitation for Bid.

69. In case the date of receiving/opening of the bids happens to be a holiday for the owner, the bids shall be received/opened on the next-working day at the same appointed time.

70. The bid will be opened in the presence of the representatives of the Bidders who choose to attend. Maximum of 2 persons per bidder shall attend. Their signatures shall be obtained in a register evidencing their presence at the time of opening & certifying that all bids submitted were opened.

71. The Owner will prepare record notes of the bid opening.

3.23 Policy for Bid under Consideration

72. No bidder shall contact the owner on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.

73. Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidder's bid

3.24 Preliminary Examination

74. The Owner shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether documents have been properly signed etc. and whether the bids are generally in order.

75. Prior to the detailed evaluation, Owner shall determine the substantial responsiveness of each bid to the Bidding documents. A substantially responsive bid is one, which conforms

to all the terms and conditions of the Bidding Documents without material deviations. The owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

76. In particular, bids which do not:

- a. Adhere strictly to the work completion schedule
- b. Confirm to all the specified fixed commercial conditions, namely
 - 1) Contract performance security
 - 2) Liquidated damages
 - 3) Commissioning and handing over
 - 4) Terms of payments

will be treated as non-responsive. Such bids will be rejected and will not be considered for further evaluation.

77. A bid determined as substantially non-responsive shall be rejected by the Owner and shall not be allowed subsequently to be made responsive by the Bidder by correction of the non conformity.

78. The Owner may waive any minor infirmity or nonconformity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

3.25 Bid Evaluation

79. The Bidder's names, bid price, bid withdrawal and presence or absence of the requisite bid security and price rebates if any and such other details as the Owner, at its discretion, may consider appropriate, shall be announced at the opening. The date, time and venue for opening bid shall be informed later.

80. The Owner shall evaluate and compare the bids determined to be substantially responsive to ascertain the lowest evaluated responsive bid in terms of price in the interest of the Owner.

81. Owner's evaluation of bid will take into account, the total price including taxes and duties, insurance quoted by the bidder for the entire scope of work.

82. Following is the list of terms & conditions for selection criteria for Vendor, which can serve as the springboard for the evaluation of proposal.

- a. Experience in similar projects.
- b. Effort of largest domestic project executed.
- c. Solution for requirements.
- d. Quality assurance and testing procedure.

3.26 Comparison of Bids

83. The bids shall be compared for the evaluated bid price. Lowest evaluated bid, which has been determined to be qualified and substantially responsive, shall then be selected for award of contract.

3.27 Award of Contract

84. Notwithstanding anything contained in this document, the Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected. Bidder or Bidders or any obligation to inform the affected Bidder or Bidders the grounds for the Owner's action.

85. Subject to above clause, the owner shall award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the bidder is assessed to be qualified to satisfactorily perform the contract.

86. Notification of award of contract shall be made in writing through a 'Notice of Award', i.e. Letter of Award, to the successful Bidder. This letter of award may be in writing by registered letter or by cable or FAX, to be confirmed in writing by registered letter or courier service or by speed post that its bid has been accepted.

87. Till such time the formal contract is signed, the letter of award issued by the owner to the successful bidder and it's acceptance by the bidder shall be construed as a contract document and conditions of contract contained in these documents shall become applicable.

3.28 Signing Of Contract Agreement

88. The successful bidder after submission of contract performance guarantee and its acceptance by the owner shall have to sign contract agreement with the Owner within 15 (fifteen) calendar days from the date of Letter of Award. The signatory from owner's side will be Chief General Manager (Corporate Finance). This agreement shall be signed at the office of the owner in Mumbai on a date and time to be jointly decided.
89. The contractor shall send one copy of the final draft agreement to the Owner for his scrutiny and approval within ten days (10) of issue of letter of award by the Owner.
90. The Contractor shall provide, before signing of the contract, appropriate power of Attorney and other requisite materials. The contractor shall provide free of cost to the Owner all the engineering data, drawings and descriptive materials submitted with the Bid, in at least six (6) copies to form a part of the contract, immediately after issue of Letter of Award accepting the bid.
91. All charges for preparing the contract documents including legal fee, stamp fee etc. shall be borne by the successful Bidder. The contract shall be signed in two original. One to be retained by the owner and one by the bidder. After signing of the contract, the contractor shall furnish to the owner 5 true copies of the signed contract agreement duly bound.
92. If the successful Bidder fails to sign the contract, the same shall constitute sufficient ground for the annulment of the award of work and also the forfeiture of contract performance guarantee/security, in which event the owner may make the award to the next lowest evaluated responsive bidder or call for new bids.
93. All the conditions given in this document shall form the part of the contract. Based on the information submitted by the bidder in response to the instruction to bidder additional clauses may also have to be incorporated and shall be mutually agreed to. Based on the deviations if any brought out by the bidder in deviation schedule, some of the clauses may be required to be amended/updated. This shall also be worked out with mutual agreement and accordingly incorporated in the contract agreement.

3.29 Contract Performance Security

94. The successful bidder shall provide to the owner within ten (10) days of issue of letter of intent, the contract performance guarantee as per the provisions of the clause mentioned in this document.
95. The contract performance security shall be denominated in Indian Rupees and shall be in one of the following forms:
- a) A Bank guarantee or irrevocable letter of credit issued by a Scheduled bank.
 - b) A cashier's cheque, certified cheque or cash.
96. In case the performance guarantee is furnished in the form of a bank guarantee, the same shall be in the form enclosed to these bidding documents. This guarantee shall be valid till the expiry of 90 days after the end of guarantee period of the works covered under the contract. This BG will be released only after submission of performance BG for annual maintenance contract.

3.30 Check List

97. The bidders are requested to go through carefully the instructions for preparation of their bids. Conditions elaborated in "General Conditions of Contract" and "Special Conditions of the Contract" may be borne in mind while bid preparation. The bid shall fully meet the requirement specified in this tender document.
98. The bidders may depute their representative to visit the MSEDCL Office to get any additional information.
99. The bidder may submit additional information, which in his opinion shall help the owner to evaluate the bid. Bidder shall use continuation sheets wherever necessary.
100. The Bidders are requested to duly fill in the check list enclosed with Bid specifications. This check list gives only certain important items, to facilitate the bidder to make sure that the necessary data/information is provided by the Bidder in its proposal. This, however, does not relieve the bidder of its responsibility to make sure that his proposal is otherwise complete in all respects.

3.31 Annexure and Schedules

Following Annexure/ proformae/ Schedules are to be enclosed:

- | | | |
|---|---|--------------|
| 1. Check list | - | Annexure – 1 |
| 2. Bid Proposal | - | Annexure – 2 |
| 3. Bid Security | - | Annexure – 3 |
| 4. Schedule of Price Bid | - | Annexure – 4 |
| 5. Key particulars of bid | - | Annexure – 5 |
| 6. Experience of the firm | - | Annexure – 6 |
| 7. Proforma for Contract Performance Security | - | Annexure – 7 |
| 8. Proforma for Contract | - | Annexure – 8 |
| 9. Declaration Sheet | - | Annexure – 9 |
| 10. Supplementary Information | | |
| a. Certificate as to Corporate Principal | - | F-1 |
| b. Income Tax Clearance Certificate | - | F-2 |

4 GENERAL CONDITIONS OF CONTRACT

This section defines the General Conditions of Contract that the selected vendor shall enter into with MSEDCL.

4.1 General Provisions

4.1.1 Definitions

- a. Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:
- b. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force time to time.
- c. 'Contract' shall mean the agreement entered into by the Owner (i.e. **MSEDCL**) with the Vendor and shall include all the documents defined under Contract documents.
- d. "GC" means General Conditions of Contract"
- e. "Effective Date" means the date on which this contract comes into force and effect pursuant to Clause GC 4.2.1.
- f. "Government " means the Government of INDIA
- g. "GoM" means the Government of Maharashtra
- h. "Local Currency" means Indian Rupees.
- i. "Member", in case the Vendor consists of a joint venture of more than one entity, means any of these entities and "Members" means all of these entities.
- j. "Party" means the Owner or the Vendor, as the case may be and parties means both of them.
- k. "SC" means the Special Conditions of contract by which these General Conditions of Contract may be amended or supplemented.
- l. "Services" means the work to be performed by the Vendor pursuant to this contract for the purpose of the Project, as described in "Scope of Contract" hereto.

- m. "Specification" shall mean collectively all the terms and conditions and specifications stipulated in this document and such amendments, revisions, additions, deletions as may be made in this agreement and all written agreements made or to be made pertaining to the quantity and quality of the services to be furnished by the Vendor as well as the method and manner of performing the contract.
- n. "Notice of award / Letter of Award" (LOA) shall mean the official notice issued by Owner notifying the Vendor that his proposal has been accepted.

4.1.2 Law Governing the Contract

This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. The laws applicable to this contract shall be the laws in force in India. The courts of Mumbai, India shall have exclusive jurisdiction in all matters arising under and on account of this contract.

4.1.3 Notices

Any notice, request or consent required or permission to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person addressed to an authorized representative of the party with whom the communication is, or were sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the clause of submission of proposal.

4.1.4 Relationship and Limited Authority

The Vendor shall not have, nor shall he represent himself as having, any authority to commit the Board to any contract, agreement, or other legal commitments in the name of or binding on the Company or to pledge or extend credit in the name of the Company. The Vendor shall perform the scope and

services hereunder as an independent Vendor and not as an employee, agent, partner or joint venture partner of the Board.

4.1.5 Authorized Representatives

Any action required or permitted to be taken, and any documents required or permitted to be executed, under this contract by the Owner or the Vendor may be taken or executed by the authorized officials.

4.1.6 Vendor to Inform Himself Fully

The Vendor is deemed to have carefully examined all bid documents to his entire satisfaction before submission of his bid. The Vendor is deemed to have made independent enquiries and satisfied himself for all the required information, inputs, conditions, circumstances and factors having effect on his bid price (now contract price) and on execution of the works covered in this contract.

Vendor is also deemed to have familiarized himself with various acts and laws prevailing in India and have considered them fully while submitting the bid.

Owner shall not permit any change in time schedule or any financial adjustment arising due to lack of information on the part of the Vendor. Any information obtained by the Vendor from owner, which is not in writing, shall not in any way relieve the Vendor of his responsibility to fulfill his obligation under the contract.

4.2 Commencement, Completion, Modification & Termination of Contract

4.2.1 Effectiveness of contract

This contract shall come into force and effect on the date of issue of Letter of Award (LOA).

4.2.2 Commencement of services

The Vendor shall commence the work on the assignment within a period of 7 days from the date of award of contract.

The Vendor shall make arrangements for specific category of personnel within reasonably short notice and shall mobilize the team/personnel within specified days of the starting date or such period when the Owner makes the requisition.

4.2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 4.2.5, Section 2 hereof, this contract shall expire after three years from the date of agreement.

4.2.4 Suspension

The Owner may, by written notice of suspension to the Vendor, suspend all payments to the Vendor hereunder if the Vendor fails to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Vendor to remedy such failures within a period not exceeding 30 days after receipt by the Vendor of such notice of suspension.

4.2.5 Termination

4.2.5.1 By the Owner

a) The Owner may, by not less than thirty (30) day's written notice of termination to the Vendor, terminate this contract, if the Vendor fails to remedy a failure in the performance of their obligations under the contract, as specified in a notice of suspension pursuant to Clause 4.2.4 herein above, within thirty (30) days of receipt of such notice of suspension or within further period as the Owner may have subsequently approved in writing.

b) The Owner may, by not less than sixty (60) days written notice of termination to the Vendor, terminate this contract, if the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

4.2.5.2 By the Vendor

The Vendor may, by not less than thirty (30) days' written notice to the Owner, terminate this contract; if the Owner is in material breach of its obligations pursuant to this contract and has not remedied the same within forty-five (45) days (or such longer period as the Vendor may have subsequently approved in writing) following the receipt by the Owner of the Vendor's notice specifying such breach.

4.2.5.3 Payment upon Termination

Upon termination of this contract pursuant to clause 4.2.5.1 or 4.2.5.2 hereof, the Owner shall make the following payments to the Vendor (After offsetting against these payments any amount that may be due from the Vendor to the Owner)

- i) Remuneration pursuant to Clause 4.5, Section 3 hereof for Services satisfactorily performed prior to the effective date of termination, limited to the last milestone achieved for which payment is due.
- ii) Reimbursement expenditure pursuant to Clause 4.5, Section 3 hereof for expenditure actually incurred prior to the effective date of termination; and
- iii) Except in the case of termination pursuant to paragraph (a) of clause 4.2.5.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract including the cost of the return travel of the Vendor's personnel.

4.2.6 Modification of Contract

The owner may make amendments and modification to the contract with the agreement of the Vendor.

4.3 Obligation of the Vendor

4.3.1 General

Standard of Performance

The Vendor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisor to the Owner.

Member of Steering committee

Vendor need to depute a senior person from their management (as and when required) a member in the Steering Committee of the project for problem solving and reporting.

4.3.2 Confidentiality

The Vendor and their Personnel shall not, during the term and within two years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the services, this contract or the Owner's business or operations without the prior written consent of the Owner.

4.3.3 Disclosure

The Vendor shall agree that the MSEDCL has the right to fully disclose this contract and the identity of the Vendor, if such disclosure is required by legal authority or necessary to satisfy lender(s) information requests in support of GoM approval process etc.

4.3.4 Indemnity

The Vendor shall defend, protect, indemnify and save MSEDCL and each of their officers, directors, employees, contractors, and agents, harmless from and against all liability, claims, costs, expenses, demands, suits and causes of action of every kind and character arising in favour of any person, corporation, any government agency or other entity including the parties hereto and their

employees, contractors or agents, in any way incident to or in connection with or arising out of:

a) The services performed here under, b) this contract c) the presence of the Vendor or his employees or agents on the MSEDCL's premises or the premises of the project, or d) the act or omission of the Vendor or the Vendor's employees, agents or the Board. The intention of the Vendor should be that, such indemnity shall apply whether or not the claims arise from the joint or concurrent negligence of MSEDCL.

4.3.5 Liability of the Vendor

Subject to additional provision, if any, the Vendor's liability under this contract shall be as provided by the Applicable Law

4.3.6 Vendor's actions requiring owner's prior approval

The Vendor shall obtain the Owner's prior approval in writing before taking any of the following actions:

- i) Appointing or removing any member of the Personnel as are listed in their bid ("Vendor's Key Personnel")
- ii) Taking up a similar kind of project elsewhere during discharge of duties /obligations under this contract.

4.3.7 Reporting Obligations

The Vendor shall submit, to the Owner, the final project report along with the documents in the format as needed by the owner.

4.4 Vendor's Personnel

4.4.1 General

The Vendor shall employ and provide such qualified and experienced personnel as are required to carry out the Services. Development work will be done at Vendor's work place.

4.4.2 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the services of each of the Vendor's key personnel should be described in their bid.

4.5 OBLIGATION OF THE OWNER**4.5.1 Assistance and Exemptions**

Unless otherwise specified, the owner shall use its best efforts to ensure that the Government shall:

- a Issue to officials and representatives of the government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- b Provide to the Vendor and their personnel any such exemptions or other assistance as may be specified.
- c MSEDCL shall provide access to all the relevant data, schedules etc. as would be necessary for execution of the assignment.

4.5.2 Access to Site

The owner warrants that the Vendor shall have, free of charge unimpeded access to all work places in respect of which access is required for the performance of the services.

4.5.3 Change in the Applicable Law

Any clause required to be imposed by virtue of an act not enforced by state/central government during the currency of the contract; the same shall be deemed to be included in this contract and shall be binding on the Vendor.

4.6 Fairness and Good Faith

4.6.1 Good Faith

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

4.6.2 Operation of Contract

The parties recognize that it is impractical in this contract to provide for every contingency, which may arise during the life of this contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either of them.

4.7 Settlement of Disputes

4.7.1 Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out or in connection with this contract or the interpretation thereof.

4.7.2 Dispute Settlement

Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days, after receipt by one Party of the other party's request for such amicable settlement, may be submitted by either Party to arbitration in accordance with the provisions of Indian Arbitrations and Reconciliation Act 1996 or any statutory modification thereof.

4.7.3 Jurisdiction

The courts of Mumbai, India shall have exclusive jurisdiction in all matters arising under and on account of this contract.

4.8 Contract Performance Security

The Vendor shall provide to the Owner within ten (10) days of issue of Letter of Award, the contract performance guarantee, the sum of 10% of the total contract price for the due performance of the contract. This guarantee shall be valid till the expiry of 90 days after completion of Guarantee/Warranty period. This performance guarantee shall be released after receipt of annual maintenance performance guarantee.

Within fifteen (15) days from the date of completion of warranty period, the Vendor shall furnish the performance bank guarantee for annual maintenance. This bank guarantee shall be for the amount of the 20% (Twenty percent) of the annual maintenance price and this guarantee shall be valid till the expiry of 90 days after completion of annual maintenance period.

The proceeds of the performance guarantee / security shall be payable to the Owner as compensation for any loss resulting from the Vendor's failure to complete his obligations under the contract. The contract performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages stipulated in other clauses of contract.

The performance guarantee will be returned to the Vendor without any interest after successful completion of the guarantee period and after completion of Vendor's other obligations under the contract.

The performance guarantee shall be denominated in Indian Rupees and shall be in one of the following forms.

- A bank guarantee or irrevocable letter of credit issued by a scheduled bank
- A Cashier's cheque, certified cheque, demand draft or cash.

4.9 Insurance

The Vendor, at his cost shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interests and the interests of the owner against all risks.

4.10 Force Majeure

Force majeure is herein defined as any cause which is beyond the control of the Vendor or the Owner, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract such as:

- Natural calamity including but not limited to floods, drought, earthquakes and epidemics.
- Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared quarantines, embargoes etc. Provided either party shall, within fifteen (15) days from the occurrence of such a cause, notify the other in writing of such causes. Unless otherwise directed by the Owner in writing the Vendor shall continue to perform his obligation under the contract as far as reasonably practical and shall seek all the alternative means for performance not prevented by the force majeure event.

The Vendor or the Owner shall not be liable for delays in performing their respective obligations resulting from any force majeure cause as referred to and / or defined above. The date of completion shall be extended by a reasonable time even though such cause may occur after the Vendor's performance of his obligations has been delayed for other causes.

4.11 Secrecy

The technical information, drawings, specifications and other related documents forming part of the 'Contract' are property of the owner and shall not be used for any other purpose, except for execution of the 'Contract'.

4.12 Liabilities of the Vendor

The bidder shall give time bound schedule for activity wise deliverables (milestone) accepting liabilities. For any changes requested during the execution of the project, which may have impact on system, schedule and costing, a prior approval will have to be obtained from MSEDCL.

5 SPECIAL CONDITIONS OF CONTRACT

5.1 Special Conditions

5.1.1. Confidentiality of Data

All data shall be owned by MSEDCL. All data but not limited to secured https URL and port number exposed by MSEDCL to Vendor for access, Consumer Number, Cell phone number of Customer to which SMS was sent, Residence Phone Number, Office Phone Number, First Name, Middle Name, Last Name, Surname of Customer, all address details such as Residential Address, Office Address, MSEDCL bill details of the Customer shall be owned by MSEDCL and shall be deemed confidential.

5.1.2 Ownership of Data

None of the data mentioned in clause 5.1.1 above shall be used by Vendor or its group companies or partners and any or part or whole of data will not be handed over to any third-party organizations for any purposes.

5.1.3 Approval from Owner's Payment Gateway

The successful bidder will be required to get the solution approved from Internal Security Group and Risk Policy team of the owner's Payment Gateway Bank.

5.14 Campaigns

Vendor shall not conduct any campaigns using the Customer data it receives from MSEDCL.

5.1.5 Approval for Push SMS

Vendor shall not send any push SMS to Customer unless the content of the SMS is authorized by CGM(IT).

5.2Proposals

Proposals will be evaluated according to criteria given in the "Evaluation Criteria" of this tender document and the proposal should include the following information:

- a. Any comments or suggestions of the Vendor on the Terms of Reference (Scope of work).
- b. A description of the manner in which Vendor's plan to execute the work. A Work plan time schedule and approach or methodology proposed for carrying out the required work. The vendor will have to give a demo of the Mobile Payment application.
- c. The Vendor's comments, if any, on the data, services and facilities to be provided by MSEDCL indicated in the terms of reference (scope and requirements).
- d. Schedule of Prices Bid in Annexure 4
- e. Any deviation in the following clauses as detailed in the bid document will NOT be accepted and the bid will be rejected
 - Bid Security
 - Contract Performance Security
 - Terms of Payment
 - Liquidated Damages
 - Price Variation
 - Time Schedule

5.3 Contract Audit

MSEDCL reserves the right to audit cost details as part of an overall contract audit. In this context, if selected, the Vendor will be expected to maintain time and other accounting records considered necessary.

5.4 Nomination of Key Personnel

Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, MSEDCL expects to enter into a contract on the basis of the key personnel named in the proposal and, prior to contract finalization will require guarantees that these key personnel shall, in fact, be made available. As the expected date of commencement of work is given in the letter inviting proposals, MSEDCL will not

consider substitution after contract agreement, except in cases of unexpected delays on the starting date or incapacity of an expert for reasons of health, or leaving the firm. The desire of firm to use an expert on another project shall not be accepted for substitution of personnel.

In preparing the proposal, the Vendor should give particular attention to the following:

- a Members of the team should have the requisite experience preferably under conditions similar to those prevailing in India. A good working knowledge of English is essential for the personnel working on this assignment. Reports / Documents shall be in English.
- b The majority of the personnel comprising the Vendor's team should be drawn from the permanent staff members of the firm.

5.5 Contract Performance Security

Bidder should confirm that the performance of services to be provided is fully guaranteed. The guarantee declaration of such parameters and characteristics should be enclosed in the offer. If any defect develops due to services provided by the bidder within the contract period, which can be attributable to improper design, negligence, etc., the same shall be rectified by the bidder without any additional cost to MSEDCL. Towards this and for abiding by MSEDCL's terms and conditions the bidder shall furnish a contract performance security for a value of 10% of the contract price after receipt of Letter of Award.

5.6 Terms of Payment

The terms of payments to be made in consideration of the work to be performed by the Vendor shall be as follows:

All payments shall be made within 45 working days on submission of pre-receipted bills which will be submitted to the Chief General Manager (IT) by the Vendor in quadruplicate on quarterly basis. After the certification by the Office of CGM (IT), CGM (CF) shall release the payment by ECS.

No payment will be made by MSEDCL towards travel and logistic required for the execution of the work under the scope of this project.

MSEDCL shall not consider any advance payment, payment through letter of credit and/or payment through bank.

5.7 Liquidated Damages for delay in Completion

In case of a delay in the maintaining the time schedule, the Vendor shall be liable to pay, at the discretion of the competent authority of MSEDCL, the liquidated damages to MSEDCL up to ½ % per week or part of week on the price, subject to a maximum ceiling of 10% reckoned on the total contract value. Due consideration may be given in the levy of liquidated damages for reasons absolutely beyond the control of the Vendor, for which documentary evidence shall be produced to the satisfaction of the competent authority of MSEDCL. The decision of undersigned shall be final.

At any time after the placement of this order if the Vendor fails to fulfill the obligations arising out of this order MSEDCL will have the right to get the work done from any other agency for completing the remaining work at Vendor's risk & cost.

5.8 Statutory Variation of Taxes and Duties

The statutory variation shall be payable on the following accounts only.

- a. If any tax or duty is newly introduced by the Indian Central or State Govt. applicable for this work with effect from the next day to the date of signing of contract and if the Vendor is required to pay any amount towards this tax or duty then the Owner shall reimburse the Vendor at actual the additional tax or duty so paid by the Vendor against submission by the Vendor of documentary evidence to the satisfaction of the Owner.
- b. This provision will be applicable only to the transaction between the Vendor and the Owner.

- c. No claim for any increase towards the statutory variation shall be entertained by the Owner during the extended period of contract, if any, provided the extension of the contract is required by causes attributable to the Vendor.
- d. The claims against statutory variation, if payable, would be settled as reimbursement of payment at actuals. While submitting such claims, the Vendor shall include documentary evidence to establish that the extra amount claimed by the Vendor due to statutory variation was in fact paid by him solely on account of such statutory variation. This may vary from case to case depending upon the nature of statutory variation.

5.9 Time schedule

The time schedule for the assignment as envisaged by MSEDCL is one month, from date of award of Letter of Intent. Any suggestions/comments of the bidder regarding the same are to be specified in the bidding document as per Form F-2. Vendor is required to adhere to this time schedule.

5.10 Support

Vendor shall provide 24 × 7 support for the application installed at Data Center as well as DR site once it goes live.

5.11 Process Operations Response Times:

Response time for processing operations is defined as the time it takes for the process to complete from the time it has been requested to run. Peak load currently is between 10 a.m. to 12 Noon and 3 p.m. to 5 p.m., mostly with on-line transactions and around 1100 concurrent users across the entire organization.

These response times should be demonstrated by the Bidder during Stress and Load testing before Pilot Go-Live and during Performance Acceptance testing (PAT) at each MSEDCCCL location in an environment / infrastructure as mutually agreed upon by MSEDCL and the Bidder.

6 Project Scope

The following items are included as part of scope of work for implementation of solution.

6.1 Mobile Payments

- The solution should be Application based as well as IVR / SMS based.
- The solution should work on all types of mobile phones viz. GSM/CDMA.
- The solution should be integrated with MSEDCLS Web Self Service as well as payment gateway.
- MSEDCL consumer will register for Mobile Payment service.
- The successful solution provider will send the bill details to the registered consumer, whenever consumer's bill is generated.
- The consumer will make the payment, by following the right steps as per the Application provided by the Service Provider.
- In case of IVR / SMS based solution, even un-registered consumer cam make the bill payment.
- The solution provider will remit the payments received to MSEDCL's designated bank account through RTGS on daily basis with MIS which is to be developed by solution provider in consultation with MSEDCL.

6.2 SMS Services

The SMS Services should be provided for following-

- Intimation of billing information: if any consumer requests to have his bill details on his mobile phone, he can have them by sending an SMS to the designated short code provided by the service provider.
- Billing alerts: For registered consumers the system will sent alerts when he has to pay the bill, what is the due date, when the service will be disconnected if not paid, notices for unpaid bills, payment acknowledgements etc.
- Any other useful and commercially viable services

7 ANNEXURE & FORMS

Following Annexure and Forms need to be submitted along with the bid proposal by the vendor. Failure to submit these forms may cause disqualification. Incomplete Annexure and Forms may also cause disqualification of the vendors.

7.1 Annexure 1 - Check List**Annexure 1 – Check List**

We confirm that we have gone through the bid document and as instructed in the document, we hereby submit the following documents to form the bid:

Sr. No.	Name of document	Whether submitted Yes/ No
1.	Bid proposal as per Annexure 2	
2.	Bid security as per Annexure 3	
3.	Schedule of Price Bid as per Annexure 4	
4.	Key particulars of bid as per Annexure 5	
5.	Experience of firm in similar assignments as per Annexure 6	
6.	Proforma for Contract Performance Security as per Annexure 7	
7.	Proforma for Contract for Development & Implementation as per Annexure 8	
8.	Declaration sheet as per Annexure 9	
9.	Balance sheets & Profit and loss account for 3 preceding financial years,	
10.	Income Tax clearance certificate for 3 preceding financial years	
11.	PCI DSS / PA DSS Compliance Certificate	
12.	Write up on quality control procedures in the organization.	
13.	General financial & Commercial particulars and organization details of Bidder.	
14.	FORM F-1 to FORM F-2 are filled in	
15.	List of Bank Tie-ups for payment	
16.	Detail document with features of Application with process flow	
17.	Any other information.	

Date :

Signature:

Seal of the company

7.2 Annexure 2 - Bid Proposal

BID PROPOSAL

Bidder's Name:

Full Address:

Telephone No.:

E-Mail:

Fax No.:

To

The Chief General Manager (IT),

Maharashtra State Electricity Distribution Company Limited,

PRAKASHGAD, 4th floor,

Plot G-9,

Bandra (East), Mumbai – 400 051

Maharashtra.

Sub: Bid Proposal for Mobile Payment & SMS Services in Maharashtra State Electricity Distribution Company Limited

Dear Sir,

We, the undersigned bidder having read and examined in detail, the specification and documents pertaining to the works as stated above, do hereby propose to perform the works as a fully coordinated package as set forth in your specification and documents.

1.0 BID VALIDITY:

We confirm that all the terms, conditions and price of this proposal are valid for acceptance for a period of 180 days from the date of opening of bid i.e. up to _____

2.0 PRICES:

We are an Indian firm and do hereby confirm that our bid price includes all the levies including license fees, royalty, etc. payable by us and all other taxes, levies, etc. applicable on consultancy services and confirm that any such taxes and levies additionally

payable will be to our account. Indian taxes such as service tax and other taxes/levies are included in the price.

3.0 FAMILIARITY WITH RELEVANT INDIAN LAWS & REGULATIONS:

We confirm that we have studied the provisions of relevant Indian laws and regulations as required to enable us to quote for this bid and as required to execute the works in the event this contract is awarded to us.

4.0 CONTRACT PERFORMANCE SECURITY:

We confirm that the performance of our consultancy services to be provided is fully guaranteed. The guarantee declaration of such parameters and characteristics are enclosed in our offer. If any defect develops due to services provided by us within the contract period, which can be attributable to improper design, negligence, etc., the same shall be rectified by us without any additional cost to you. Towards this and for abiding by your terms and conditions we will furnish a contract performance security bond for a value of 10% of the contract price after receipt of letter of intent accepting the bid.

5.0 QUALIFICATIONS:

We confirm that we are PCI DSS / PA DSS compliant Mobile Payment & SMS service providers who have adequate technical knowledge and practical experience. We also confirm that we do not anticipate change in the ownership of our company/firm during the proposed period of work and we have adequate financial stability and status to meet the functional obligations pursuant to the scope of work. The full details regarding qualifications, etc. are enclosed as specified by you.

6.0 PRICES:

We confirm that the prices quoted are firm, inclusive of all taxes and levies and in Indian Rupees only as specified by you.

7.0 We hereby declare that only the persons or firms interested in this proposal as principals are named here and that no other person or firm other than herein mentioned have any interest in this proposal or in the contract to be entered into. if we are awarded the contract. We also confirm that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal and that this proposal is in all respect fair and in good faith without collusion or fraud. We are also enclosing herewith 4 copies (one original and three copies) of our detailed proposal as desired by you in your bid specification and documents for your consideration.

Thanking you,

We remain,

Yours faithfully,

(Signature, name, designation and Company's Seal)

Dated the ... day of of 20..

Business Address:

Name and address of Principal Office

7.3 Annexure 3 - Bank Guarantee for Bid Security (Earnest Money)PROFORMA FOR BANK GUARANTEE FOR BID SECURITY
(EARNEST MONEY)

(To be stamped in accordance with Stamp Act)

The Bank of _____ hereby agree unequivocally and unconditionally to pay at Mumbai within 48 hours on demand in writing from the Maharashtra State Electricity Distribution Company Limited or any Officer authorized by it in this behalf, of _____ any amount up to and _____ not exceeding Rs. _____ (Rs. _____ only) to the said Maharashtra State Electricity Distribution Company Limited on behalf of M/s. _____ who have tendered for supply of materials, equipments of services to the Maharashtra State Electricity Distribution Company Limited.

This agreement shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the firm of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, concerned or agreed with or without our knowledge or consent, by or between parties to the said within written contract. The validity of this Bank Guarantee will be extended by us for the further period of six months, one month prior to its present validity period at the request of Maharashtra State Electricity Distribution Company Limited.

In case of any dispute arising out of or in connection with the extension or encashment of Bank Guarantee, the courts in Mumbai will have jurisdiction. Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ unless a suit or action to enforce a claim under the guarantee is filed against us within six months from the date, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all our liability there under.

Signature _____

For _____

Banker's Rubber Seal and

Full Address. _____

7.4 Annexure 4 – Schedule of Price Bid

Schedule of Price Bid

1. Implementation of Mobile Payment & SMS Service solution in MSEDCL

#	Business Models	Cost To MSEDCL per SMS	Revenue share of Net Profit
A	MOBILE PAYMENT		
1	Upto 0.1 million payments per month		
2	0.1 Million – 5 million payments per month		
3	Above 5 million payments per month		
B	SMS (PUSH) SERVICES		
1	No. of free SMS per month		
2	Upto 1 million sms per month		
3	1 Million – 10 million sms per month		
4.	Above 10 million sms per month		

The above prices quoted are firm and inclusive of all taxes and duties.

Date:

Signature:

Seal of the Company

7.5 Annexure 5 Key Particulars of the Bid

Key Particulars of the Bid

- 1.0 Bidder's complete company Name and Address
- 2.0 Bidder's proposal No. & Date
- 3.0 Bidder's Proposal valid upto
- 4.0 Name & Designation of the officer of Bidder to whom all references shall be made for expeditious co-ordination.
- 5.0 Are all deviations taken by the bidder are clearly stated in the Deviation sheets Yes/No
- 6.0 Do you certify that there is no other deviation apart from those indicated in the deviation sheets Yes/No
- 7.0 Income Tax Clearance certificate enclosed Yes/No
- 8.0 Sales Tax /Service Tax Clearance enclosed Yes/No
- 9.0 Whether change of Ownership expected during the tenure of contract Yes/No
- 10.0 Documentary evidence of authorized signatory. Yes/No

Signature

Name

Designation

Seal of Company

7.6 Annexure 6 – Experience of the Firm

EXPERIENCE OF THE FIRM

For each, past project executed

1. Name of the project
2. Brief Project Description
3. Customer Reference & Contact Details
4. Value of the project (in terms of cost in Indian Rupees)
5. Place of execution (State & Country)

Since the evaluation is based on these parameters, bidders must furnish these details about projects done in the past. In addition to this, bidders can attach any other relevant details that provide more insight into the work done by them in the past.

7.7 Annexure 7 – Proforma for Contract Performance Security

PROFORMA FOR CONTRACT PERFORMANCE SECURITY

B.G.No. -----

The Bank of ----- hereby agree unequivocally and unconditionally to pay, at Mumbai within 48 hours, on demand in writing from the Maharashtra State Electricity Board or any officer authorized by it in this behalf, of any amount upto and not exceeding Rs.--- (Rupees----- only) to the said Maharashtra State Electricity Board on behalf of M/s. ----- who have tendered and/ or contracted or may tender or contract hereafter for providing Mobile Payment & SMS services to Maharashtra State Electricity Distribution Company Limited against order No. ----- dt. - ---- (total value of the order is Rupees -----).

This agreement shall be valid and binding on this Bank upto and including ___(date) ---- and shall not be terminable by notice or any change in constitution of the Bank or the firm of Contractors or any reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded or agreed with or without our knowledge or consent, by or between parties to the said within written contract. The validity of this Bank Guarantee will be extended by us for the further period of six months, one month prior to its present validity period at the request of Maharashtra State Electricity Distribution Company Limited.

In case of any dispute arising out of or in connection with the extension or encashment of Bank Guarantee, the courts in Mumbai will have the jurisdiction.

Our liability under this Guarantee is restricted to Rs.----- (Rupees ----- only). Our guarantee shall remain in force until (date) ----. Unless a suit or action to enforce a claim under the guarantee is filed against us within six months from the aforesaid date, all

rights of Maharashtra State Electricity Distribution Company Limited under the said guarantee shall be forfeited and we shall be relieved and discharged from all our liability thereunder.

Place:

Signature -----

Date:

Officer's Name & Code no.)

For -----

(Banker's Rubber Seal)

Please note that –

1. The value of non-judicial stamp paper for this Bank Guarantee is Rs.100/-. The stamp paper is to be purchased in the name of Guarantor Bank.
2. The Bank Guarantee should be furnished from any Nationalised Bank/ Scheduled Bank.
3. Please state the full and complete postal address of the Bank undertaking the guarantee.
4. In the first instant, the Bank Guarantee should be valid for six months after the last deliverable as per the terms of contract.

7.8 Annexure 8 – Contract Proforma

FORM OF AGREEMENT

This Agreement is made at on this monthday of20 between Maharashtra State Distribution Company Ltd, a Company incorporated under the Companies Act, 1956, having its Registered office at “Prakashgad Bandra (East), Mumbai 400051”, through (office of Executive Engineer of O&M Dn.)..... herein after referred to as the “MSEDCL”(Which expression shall unless it be repugnant to the subject context or meaning thereof be deemed to mean and include its successors and assignee’s) of ONE PART :

AND

(Name of Bidder).....registered underbearing registration no.....having its registered office at(Address).....hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject context or meaning thereof be deemed to mean and include its successors and assignee’s) on the OTHER PART :

WHEREAS the collecting agent is desirous of undertaking the work of collection of payment of energy bills from the consumers of the MSEDCL and has in the meeting of its Board of Directors, Board of Trustees passed a resolution to that effect (copy of the said resolution is annexed to this Agreement)

WHEREAS the MSEDCL has decided to entrust the work of collection of payment of energy bill by mode of mobile payments to the bidder

Now it is hereby agreed to by and between the parties hereto as follows:

1. The Bidder shall collect the payment of energy bills issued to consumers. The Bidder should not accept part payment of bills.
2. The bidder shall keep himself informed of the relevant procedure and shall visit the MSEDCL office frequently for proper co-ordination of work and shall diligently carry out the work of the satisfaction of the MSEDCL.
3. The Bidder shall furnish on a daily basis the bill collectors Daily Cash Collection Report/Computerized Statement in the electronic form in the format prescribed by the MSEDCL.
4. The Bidder undertakes that all the daily collection of payments of energy bills shall be deposited by him in the MSEDCL’s non-operative account in the Bank designated for the

purpose (herein after referred as the designated account) as may be directed by the concerned officer of the MSEDCL on the same day or at the most the next day, by electronic fund transfer. In case the next day happens to be holiday then the collection shall be remitted in the Bank on next immediate working day.

5. The bidder is an independent business establishment doing work of collecting MSEDCL bill payments and shall bear all costs and expenditure incurred by him for his establishment including office premises staff etc. and the MSEDCL shall in no way be liable for any establishment.
6. All cash collecting proceeds shall be insured and kept insured through out the term of the Agreement by the bidder against all risks and the bidder shall arrange for fidelity Insurance and Transit Risk Insurance for all money held in this custody and hand over the policies to the MSEDCL. In the event of failure on the part of bidder to comply with the requirement of this clause the MSEDCL shall be at liberty insure the cash and pay the insurance premium and same shall be reimbursed to the MSEDCL by the bidder. In case the premium amount is not reimbursed by the bidder, within 10 days of demand the same shall be recovered from the commission payable the Bidder.
7. Notwithstanding anything stated in this agreement in the event of any default or failure on the part the bidder in complying with all or any of the terms and condition mentioned herein above or in the event of the bidder's failure to carry out the contract work to the satisfaction of the MSEDCL this agreement shall be liable to be terminated immediately without any notice assigning any reason therefore with prejudice to other rights available to the MSEDCL as provided herein or as per general law in force to claim compensation for any loss damages etc. suffered by the MSEDCL on account of the such failure/default. In addition to this the MSEDCL may forfeit the security deposit furnished by the bidder in its favour.
8. This Agreement does neither confer any right to the bidder or its employees to seek employment under the MSEDCL for whatsoever reason not shall the MSEDCL be liable to absorb the bidder or it employees.
9. The period of Agreement will be for three years from ----- to----- and further continuance of the same will be decided at the end of contract by MSEDCL. In the event of discontinuation of the collection work by the Bidder during the first year of the Agreement period of three years, the MSEDCL shall recover an amount equivalent to 10% of the security deposit held towards the cost incurred by the MSEDCL.
10. In case any delays on the parts the Bidder to remit the amount collected with the designated Bank as per the terms of this Agreement, Penal interest at the rate of 15% p.a would be recovered from the Bidder unless the MSEDCL is satisfied that the delay

was on account of events beyond the control of the Bidder. The decision of the MSEDCL on the matter shall be final and binding.

SIGNED SEALED & DELIVARED BY

SIGNED SEALED & DELIVARED BY

Shri:.....

Shri:.....

Designation.....

Designation.....

For & on behalf of MSEDCL in
The presence of:

On behalf of the

Attestation of the Sign & Seal

WITNESS :

WITNESS :

1.

1.

2.

2.

7.9 Annexure 9 – Declaration Sheet**DECLARATION SHEET**

I _____ certify that all the data furnished in the schedules (annexure and forms) pertaining to this specification and representation of the offer covered by our Proposal No. _____ & Date _____ is correct.

I hereby certify that I am duly authorised representative of the bidder whose name appears above my signature.

Bidder's Name

Authorised representative's Signature

Authorised Representative's Name

Bidder's Intent. The Bidder hereby agrees to comply with the requirements and intent of this specification for the price indicated.

Seal of Company

Signature of the Bidder

Name & Address of the Bidder

Date

7.10 Form F1 – Certificate as to Corporate Principal**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I _____, am _____ of the Corporation, organized under the laws of _____, certify that _____ who signed the above tender is authorized to bind the Corporation by authority of its governing body.

Signature :

Full Name & Address :

Seal of the Company :

Date :

7.11 Form F2 – Format of Income Tax Certificate**INCOME TAX CLEARANCE CERTIFICATE**

1. Name and style (of the company, firm HUF or individual) which the applicants assessed or assessable to Income Tax and address for the purpose of assessment

_____.

2. Name and address of all companies, firms or associations of persons in which the applicant is substantially interested in his individual or fiduciary capacity.

NOTE: For the purpose of Clause (2) above, the word "Substantially interested" would have the same meaning as in explanation to Section 40 A (2).

3. The Income - Tax Circle/Ward/District in which the Applicant is assessed to Income Tax and the Permanent A/c No.
4. The following particulars are to be furnished concerning the income tax assessments for the preceding five years.

<u>Year</u>	<u>Total Income Assessed</u>	<u>Tax Demanded</u>	<u>Tax Paid</u>	<u>Balance Due</u>
-------------	------------------------------	---------------------	-----------------	--------------------

1

2

3

4

5

5. (a) Whether any penalty for concealment has been imposed under the provisions of the Income Tax Act 1961 or Wealth Tax Act 1975 on or after 1st April 1975.

- i) If the answer is in affirmative, give the date, amount of penalty imposed and section under which imposed.
- ii) Whether any appeal has been filed against the penalty order before the Appellate Assistant Commissioner of Income Tax or before the Income Tax Appellate Tribunal. If so, the result thereof alongwith the date of Appellate Order.
- (b) Whether convicted for an offence within the meaning of Section 277 of the Income Tax Act 1961 or under Section 36 (2) of the Wealth Tax Act 1957 or under Section 199/200 of the Indian Penal Code. If so, the date of the conviction order.
6. In case there has been no Income Tax assessment for any year whether returns have been submitted under the Section 139 (1) and 139 (2) and 133 of the Income Tax Act 1961 or tax has been paid in advance under Section 210 (3) of Income Tax Act, 1961 and if so, the amount of income returned for each year and tax of each of the four years mentioned above and the Income Tax Circle / Ward / District concerned where such returns have been filed, give reasons for the same.
7. Whether any attachment or Certificate proceedings pending in respect of the arrears. The name and address of branch(s) if any.

I declare that the above information is correct and complete to the best of my information and belief.

Signature of the Vendor:

Signature : _____

Registration No.:

Date:

Address:

I hereby certify that :

- A.
- i) the assessee has furnished complete information about all companies in which he is substantially interested and the firms and association of persons in which he is a partner or member respectively.
 - ii) the returns of income due from the assessee have been filed.
 - iii) the assessee has paid all tax demands due other than those, which have been stayed by competent authority.
 - iv) the assessee has been co-operating with the Department in facilitating the completion of the pending assessments.
- B. The period of three years has expired from the date of the Appellate order of the income Tax Appellate Tribunal confirming or partially confirming the penalty levied on or after 01/04/75 under section 271 (1) (c) of the Income Tax Act 1961 or under section 18 (1) (c) of the Wealth Tax Act 1957.

OR

In cases where no appeal has been filed by the assessee against the penalty imposed on or after 01/04/75 under Section 271 (1) (d) of the Income Tax Act 1961 or section 18 (1) (c) of the Wealth Tax Act 1957 the period of three years has expired from the date of the imposition of the penalty.

C. The period of three years has expired from the date of the order of conviction on or after 01/04/75 under section 277 of the Income Tax Act 94 under section 36 (2) of the Wealth Tax Act 1957 or under Section 199/200 of the Indian Penal Code.

- i) There is no information before me that the companies in which the assessee is substantially interested and the firms and association of persons in which he is partner or member respectively are deliberately not filing the returns or not paying the tax demands or not co-operating with the Department in facilitating the completion of the pending assessments.
- ii) There is no information before me that persons having a substantial interest in the applicant company / being members of the applicant association / being partners of the applicant firm are deliberately not filling their returns of income or not paying their tax demands or not co-operating in facilitating the completion of the pending assessments.

* Delete whichever is inapplicable in the above certificate.

This certificate is valid for a year from the date of issue.

Date : Signature of the I.T.O. _____
Seal : Circle / Ward / District _____